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THE LAW TIMES,

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The Law and the Lawyers.

THE County Courts Admiralty Jurisdiction Acts seem to have worked well, and to have conduced to the settlement of proceedings outside the legal tribunal. In 1872, 354 suits were entered, and 141 vessels arrested, but only 111 final decrees made. In forty-six cases the Judge was assisted by nautical assessors, and the total amount claimed was £35,536. The amount of attorneys' costs allowed was £1448. The amount of fees paid to the court fund was £588; to the registrar, £563; and to the high bailiff, £308. There were fifty-six suits pending at the beginning of the year, but it is believed that a large number of these have been settled. There have been ten appeals, two warrants of execution have been issued, £176 have been realised, and £24 incurred as costs of sale.

WE give elsewhere an obituary notice of Sir JOHN WICKENS, who died last Thursday week. He had been a Vice-Chancellor for a comparatively short time, but during that time he gained a reputation for capacity which his career at the Bar led the Profession to expect. We learn from practitioners in his court that as a Judge he was very strong, and by his great courtesy made himself popular, not only with the Bar, but with all who had to transact business with him in chambers.

THE following are, as we are informed, the circumstances attending the recent petition for the winding-up of the *Law Property Assurance Society*. Having its policies largely cross assured in the *European* and *Albert Offices*, their failure necessarily involved the society in very serious losses, and determined the directors to take no more new business, and merely to work out the existing policies. Upon this a petition was presented on the ground that the society had ceased to carry on business. As a winding-up would be attended with ruinous loss and delay to their policyholders, the directors felt it to be their duty to resist the application, and the petition was ultimately dismissed on condition that the directors should, with all diligence, endeavour to retrieve the disastrous condition into which the society had been plunged by circumstances they could not control. This they are now doing, with what success remains to be seen.

FROM inquiries we have made we believe it to be the intention of Government to leave vacant the Vice-Chancellorship recently filled by Sir JOHN WICKENS. The work of the court, it is reported, is to be transacted by the LORD CHANCELLOR until the sitting of Parliament, when his Lordship will be wanted in the House of Lords. We need hardly say that by the adoption of this course the reasonable expectations of the Bar are disappointed, and our highest judicial functionary is placed in an anomalous position. The rage for economy is too strong to allow us to entertain the hope that the report of this arrangement is unfounded. Lord SELBORNE'S eminent capacity for the work of a Judge of first instance is beyond question, but the combination of two offices in a single individual is generally inconvenient. Perhaps, however, with a Prime Minister who is also Chancellor of the Exchequer, and a Lord Chancellor who is also a Vice-Chancellor, we shall be able to devote sufficient funds for the proper conduct of prosecutions at the assizes. An economy in one direction ought certainly to produce some corresponding improvement in the same department.

A COMPLAINT against a railway company refusing to forward coal from the pit's mouth for a private consumer is what might be looked for in the existing state of things on the coal market; but that the public are powerless as against the companies is sufficiently plain. The company, however, concerning which a correspondent writes to the *Times*, has based its refusal on a very unpopular ground, namely, that to carry for private persons would give offence to the colliery owners. Had they simply declined to carry coals for a private individual they would have been perfectly safe in giving no reasons. It has been twice held that neither at common law nor under the Railway and Canal Traffic Act is a railway company bound to carry coal even for coal merchants, and that it is quite open to such company to carry only for colliery owners. Of course if a company professes to carry coal generally they will not be able to select the individuals for whom they will carry. They may elect to carry for a particular class, and to carry only a particular kind of goods, and, having done so, are not compellable to go beyond their undertaking. This, perhaps, is one more very forcible argument in favour of the purchase of railways by the State.

THE Judicial Statistics for 1782 give us the following results of the equity business transacted in the County Courts: Total number of equitable suits or proceedings, 683; suits for the administration of estates, 225; for the execution of trusts, 27; for foreclosure or redemption, or for enforcing any charge or lien, 96; for specific performance, 89; for delivery up or cancelling any agreement for sale or purchase, 5: for the dissolution or winding-up of a partnership, 55. The number of notices or petitions filed, were as follows: For the appointment or removal of trustees, 24; for any other purpose under Trustee Acts, 54; for the maintenance or advancement of infants, 6; for partition, 21; for injunctions, 30.

Trustees availed themselves of sect. 24 of the Act of 1867 in 51 instances. The total amount involved in these proceedings was £108,491; and the amount of attorneys' costs allowed was £5199. The amount of the fees paid to the Consolidated Fund was £1066; to the registrars, £1817; and to the high bailiff, £628. There were 244 suits pending on the 31st Dec. 1872. There were 6 appeals and 2 committals for contempt; and six warrants of execution or possession were issued.

A MATTER was recently before the Judge of the Keighley County Court which has excited public indignation, and which, if anything can, ought to arouse the legal Profession to action in the assertion of their rights to be the only agents of the law and the only persons concerned in its administration. Encouraged by the impunity which attends their proceedings, "law agents" located in London, who advertise that they will transact all the business of a solicitor for reduced remuneration, are now engaged in carrying out a system of plunder by means of threats couched in technical terms and remitted to poor debtors. This is the usual form of the threat: "It having become evident from your silence that extreme measures will be required to recover the debt against you at these offices, we have to intimate that on the expiry of three days from your receipt of this notice the necessary steps will be taken towards obtaining a warrant of execution against your goods and chattels, failing which a warrant of imprisonment for contempt of court will be applied for, the expense of all which will fall on you to pay. No further notice of any kind can be sent." Doubtless, in the majority of instances, this threat has its designed effect, and whether he have any defence or not, the debtor will probably be induced to pay. In this instance the Judge said that this debt-collecting firm had themselves committed a contempt of court. But what of that? A recent case has decided that the County Court has no power to cite persons before it and punish them. The only remedy is to be found in energetic action on the part of the Profession to induce Parliament to stamp out these unqualified practitioners. Trade co-operation for collecting debts is unobjectionable, respectable solicitors being usually employed to take legal proceedings, but the practice of these agents who by threats and abuse of process extort from defendants and debtors the costs which their scale of pay does not enable them to obtain from their employers, will cause the County Courts to become a nuisance. It is the duty of the Profession to protect the public as well as themselves.

LORD ROMILLY, Lord WESTBURY'S successor in the European Assurance Arbitration, commenced his first public sittings on Monday. During the first few days his Lordship was engaged in hearing cases in which the official liquidators impeached transfers of shares made shortly before the winding-up of the society, on the ground that the transferees were improper persons to be placed on the register. Judgment was reserved in all these cases except one (*Joshua Murgatroyd's* case), in which Lord WESTBURY had required the transferor to show that the transferee was a proper person to be placed on the register, and it was now held that this requisition had not been complied with. One remark that has fallen from Lord ROMILLY, is to be especially noticed. He has stated that the principles which have already been established will still be applied in all matters of the arbitration. With regard to the alleged improper transfers, it is well known that Lord WESTBURY laid down most stringent rules as to the liability of the transferor, especially in *Walton Williams's case* (LAW TIMES, European Reports, p. 125). Lord ROMILLY has intimated his opinion that the judgment in this case covers *Phillips's* case, where a medical officer of the society in August 1870 directed his solicitors to dispose of his 590 shares. They went to a share dealer, who gave them the name of GILBERT mentioned in *Williams's cases* (*sup.*) This name was sent in to the society and approved, and the transfer was executed in Nov. 1870, and registered. The petition to wind-up the society was not presented until June 1871, and the order to wind-up was not made until Jan. 1872; in the winding-up, the official liquidators placed the name of the transferor on the list of contributories. Judgment has been reserved in these transfer cases until the next sittings, when no doubt the principles applicable to them will be still further elucidated.

THE City of London Court transacted a large amount of business last year, and is credited in the Judicial Statistics with one-fourth of the admiralty suits of the County Courts. There were 151 suits entered, thirty-nine vessels were arrested, final decrees were given in fifty-six cases, in thirteen cases the Judge was assisted by nautical assessors, and the amount claimed was £12,150, and the amount of attorneys' costs allowed £1513. It is remarked in the official returns that in many instances the attorneys agreed upon the costs, and settled the cases out of court, and these are not included in the return. The sum allowed in all the other County Courts for attorneys' costs in respect of 203 more cases than were entered at the City of London Court was £65 less than the above amount, which is a curious circumstance, and more curious still when taken in connection with the statement that the attorneys agreed upon the costs in many cases in the City Court which are not included in the return. There were only nine equity suits in this court for an amount of £1465, the amount of attorneys' costs allowed being £79.

THE WORK IN THE COURTS OF BANKRUPTCY.

OUR readers will be interested to know what has been the work transacted in the various courts of bankruptcy throughout the country, and the Judicial Statistics for 1872 furnish this information, with some instructive comments on the working of the Act of 1869. In 1870 there were 1351 bankruptcies, 2035 liquidations by arrangement, and 1616 compositions, making a total of 5002. In 1871 there were 1238 bankruptcies, 2872 liquidations, and 2170 compositions, giving a total of 6280. Last year there were 933 bankruptcies, 3694 liquidations, and 2208 compositions, giving a total of 6835. It will thus be seen that the bankruptcy business has steadily increased, bankruptcies declining, and liquidations and compositions rising in public favour.

The proportion of costs incurred in realising the estates of insolvents has been about 30 per centum, made up thus; 16 per cent. for law costs, including stamps for duty and court fees; 6·50 trustees' remuneration, 5·25 incidental expenses; that is for 1871 giving total costs, 27·75 per cent.; but in 1872 the law costs were 18·50 per cent., and the total expenses of realisation 30·75. It is remarked that where creditors have availed themselves of the powers and facilities given them by the Act, the results have been highly satisfactory. As an illustration, one case is mentioned as occuring in 1872, where assets amounting to £11,167 14s. 2d. were realised at a total cost of £356 13s. 4d., of which the solicitor received £129 13s. 11d. and the trustee £155 0s. 10d.

The compositions made by debtors with their creditors have unfortunately decreased in amount. In 1870, '71, and '72 respectively there were 94, 172, and 262 respectively at 1s.; 255, 428, and 490 exceeding 1s., and not exceeding 2s. 6d.; 606, 647, and 586 exceeding 2s. 6d., and not exceeding 5s.; 345, 298, and 292 exceeding 5s., and not exceeding 7s. 6d.; 482, 288, and 242 exceeding 7s. 6d., and not exceeding 10s.; 144, 107, and 83 exceeding 10s., and not exceeding 15s.; 14, 10, and 7 exceeding 15s., and under 20s.; and 57, 50, and 38 at 20s. in the pound. The proportion of compositions over 7s. 6d. in the pound to compositions at or under 2s. 6d. in the pound in 1870 was as two to one, and in 1872 as one to two.

To show the operation of the provisions relating to debtor's summonses, which, we conceive, largely accounts for the decrease in common law business, we may cite some figures. In 1872 1626 debtor's summonses were issued in the London Court, and 1448 in the County Courts—total, 3074. In 1871 1456 were issued in the London court, and 1529 in the County Courts—total, 2985.

It has been recently contended by correspondents that the provisions of the Act relating to the close of a bankruptcy apply equally to liquidation by arrangement. We have disposed of the notion, and it is remarked in the statistics: "The provisions with respect to the close of the bankruptcy, the discharge of a bankrupt, the release of the trustee, and the audit of accounts by the comptroller, do not apply; but the close of the liquidation may be fixed, and the discharge of the debtor and the release of the trustee may be granted by a resolution of the creditors in general meeting, and the accounts may be audited in pursuance of such resolution, at such time, in such manner, and upon such terms and conditions as the creditors think fit. In 1872, in the London court, 1393 petitions for liquidation were filed, 492 resolutions registered, and 157 resolutions for discharge. The gross amount of debts was £3,810,395; gross value of estate £933,001; and gross amount of stamp duty £4337. In the County Courts for the same year, and the same purposes, the figures were 5354, 3202, 1068; £4,617,379; £1,723,252, and £14,684. In the London courts in the same year 512 resolutions for composition were registered, the gross amount of debts being £1,175,635; the gross value of the estate £341,679, and the gross amount of stamp duty £2661. In the County Courts the figures were respectively 1696, £2,034,363; £694,519; and £5754.

The appellate business has been as follows:—In 1872, 68 appeals were presented to the Court of Appeal in Chancery; in 39 the decision of the court below was affirmed, in 12 reversed, and in 2 varied; whilst 17 were withdrawn or arranged. To the Chief Judge 74 appeals were presented; in 30 the judgments were affirmed, in 24 reversed; and 2 were varied, 1 remitted. 2 arranged, 14 withdrawn. These figures exclude pending appeals.

The number of bills taxed in 1872 was 11,814; the gross amount being £306,135 19s. The amount struck off on taxation was £51,440 0s. 6d.

SUPREME COURT OF JUDICATURE ACT.

(*Continued from page 447.*)

PART IV.—TRIAL AND PROCEDURE.

THE most important part of the Act, in so far as it affects the greatest number of our readers, is that which relates to trial and procedure. This is the part of the Act, under the authority of which the rules of practice of the new courts are to be framed, and

by virtue of which a system of pleading new to most pleaders of the present day is introduced. Moreover, this part provides for the establishment of district registries, by means of which all causes may be carried on down to trial in the country, without the necessity of the proceedings being brought up to London, except in such cases as require the direction of the court before trial. The mode of trial of certain causes is also regulated.

It has long been a subject of complaint that the system of arbitration has grown into an abuse, and when the expense of this mode of settling disputed questions is considered, it will be well understood that some change would be made in an Act whose object is to facilitate the course and lessen the expense of litigation. Even the powers given to the Judges to refer causes to the arbitration of the masters has always been looked upon as a great boon, and it has only been regretted that the multifarious duties of those officers have not enabled them to devote more time to this part of their duty. Many schemes have been proposed to meet this difficulty, but the one that has been adopted in the Act was the one which received the greatest approval. It is now provided that there shall be attached to the Supreme Court permanent officers, to be called official referees, for the trial of such questions as shall under the provisions of the Act be directed to be tried before such referees: (Part V., sect. 83.) The number and qualifications of the persons to be so appointed from time to time, and the tenure of their offices, is to be determined by the Lord Chancellor, with the concurrence of the presidents of the divisions of the High Court of Justice or a majority of them (of which majority the Lord Chief Justice of England shall be one), and with the sanction of the Treasury. These official referees will perform the duties entrusted to them in such places—whether in London or in the country—as may from time to time be directed by any order of the High Court or of the Court of Appeal, and all proper and reasonable travelling expenses incurred by them in the discharge of their duties are to be paid by the Treasury out of moneys to be provided by Parliament. Subject to any rules of court, and to such right as may now exist, to have particular cases submitted to the verdict of a jury, any question arising in any cause or matter (other than a criminal proceeding by the Crown) before the High Court or the Court of Appeal, may be referred by the court, or by any divisional court or Judge before whom it may be pending, for inquiry and report to any official or special referee, and the report of any such referee may be adopted wholly or partially by the court, and may (if so adopted) be enforced as a judgment by the Court (sect. 56). This section gives only a limited power to the court to refer any questions subject to the right of trial by jury; this power is, however, increased by the following section (sect. 57), in reference to certain matters. After giving power to refer any question of fact or of account by consent of the parties, it is enacted that in any cause requiring any prolonged examination of documents or accounts, or any scientific or local investigation, which cannot in the opinion of the court or a judge conveniently be made before a jury, or conducted by the court through its other ordinary officers, the court or Judge may, at any time and without the consent of the parties, order any question or issue of fact to be tried either before an official referee, to be appointed as before mentioned, or before a special referee to be agreed on between the parties, and any such special referee so agreed on shall have the same powers and duties and proceed in the same manner as an official referee. All trials before referees are to be conducted in the mode prescribed by rules of court and, subject thereto, as the court or Judge ordering the same may direct. The mode of trial is to some extent provided for by the rules (34 and 35) in the schedule attached to the Act, one of the most important provisions of which is that the referees shall proceed with the trial in open court, *de die in diem*, in a similar manner as in actions tried by a jury. These are most important provisions, both by giving the courts the power, long wanted, to enforce references in causes which can only be satisfactorily settled in that way, and in instituting arbitration courts, which shall sit without the expensive and harassing adjournments which now take place, for the convenience, not of the parties, or as a rule of their attorneys, but of the arbitrator and counsel concerned. It will be noticed that the power of reference given to the courts by the two sections (sects. 56 and 57), relates to distinct matters. The former section gives power to the court to refer a cause for the purpose of inquiry and report by the referee, but not for final decision; for instance, if in the course of any cause a question arises as to the condition of any place or thing, the court may refer the question to a referee, whose report will guide the court in its decision; a ship may be damaged in collision, and it may be important to ascertain in what direction the blow was struck, by an inspection of the ship itself; this would be a proper question to be decided by the report of an official referee. Again, the issue of fact having been decided, a plaintiff may become entitled to damages, the amount of which can be better ascertained by a referee than by a jury. The latter section (sect. 57), on the other hand, provides for cases where the whole question would best be decided by arbitration, and gives power to refer for trial causes in which the sole question at issue between the parties is one of amount, or a technical point relating to the construction of machinery, or relates to land boundaries or similar matters. The two sections together give complete power to deal with all these matters, and may be looked upon as a satisfactory solution of a difficulty that has long presented itself to the Profession. In cases of reference to or trial by referees, the referees will be officers of the court, and will have such authority as may be prescribed by rules, or by the order of reference or trial; the rules will probably give all the powers of a Judge for the purpose of each reference. The report of a referee upon any question of fact on any trial, such report being made on a reference of either the whole or a portion of the cause, will be equivalent, unless set aside by the court, to the verdict of a jury (sect. 58). This again is an important provision. Hitherto, on a cause being referred by order of court, it was referred to the final arbitrament and award of the person selected, and his award was binding and could not be set aside if in regular form. The court could only enforce it. Now, however, the report of the referee will be subject to revision by the court, and if any palpable mistakes have arisen, they may be corrected. In connection with this matter, it may be well to call the attention of our readers to the fact that this system of reference has long been in existence in the High Court of Admiralty. In that court, whenever any question of amount has to be ascertained, it is not found by the court itself, but it is referred to the registrar of the court assisted by merchants to ascertain. When this has been done, the registrar reports to the court the amount, and, if no dispute as to the accuracy of the report arises, the court makes a decree in accordance therewith. If, however, the amount is disputed, an appeal lies to the court by way of objection to the registrar's report, and the matter is gone into before the court. It frequently happens that in assessing damages important questions of law arise as to the principles on which damages are to be given, and it is not too much to say that the tribunal formed by the registrar and merchants has been found to work most satisfactorily. It is not uncommon, also, for questions relating to the priority to which several claimants against a fund in the registry are entitled are referred to the registrar with an equally satisfactory result. The power of review has a natural tendency to make these officers more careful in their decisions.

In addition to the powers given to the court by the Act with respect to proceedings before referees and to their reports, the court will have all such powers as are given to any court whose jurisdiction is transferred to the High Court with respect to references to arbitration and proceedings before arbitrators, and their awards by the Common Law Procedure Act 1854. Thus the Act, whilst instituting the new tribunal of reference, does not take away the power of referring any cause to the final arbitration of any person selected by the parties, and further protects the rights of parties so referring matters in difference out of court. There is nothing in the Act which will any more than before hinder awards being made rules of court and being enforced. The main objection to the existing state of things has always been that if a cause was referred, the decision of the arbitrator was in all cases final, or at least there was no power in the courts to go into his reasons so as to upset the award if he had proceeded on an erroneous ground. This is now remedied by the system of official referees, who will be obliged when reporting to the court to show their reasons for their decisions, and at the same time any person desiring to have his cause finally settled by an arbitrator may do so by referring it so that the arbitrator's award shall be final, and not capable of review by the court.

The establishment of district registries is next treated of by the Act, but this must be reserved for our next issue.

SEARCHES, INQUIRIES, AND NOTICES.

(*Continued from p. 446.*)

The Yorkshire and Kingston-upon-Hull Registries.

The Acts relating to the different Ridings are as follows:—2 & 6 Anne, c. 4; 5 Anne, c. 18; and 6 Anne, c. 35, relating to the West Riding, the registry office being at Wakefield; 6 Anne, c. 35, relating to the East Riding and Kingston-upon Hull, the registry office being at Beverley; and 8 Geo. 2, c. 6, relating to the North Riding, the registry office being at Northallerton.

The provisions of the 2 & 3 Anne, c. 4, are somewhat similar to those of the Middlesex Registry Act (7 Anne, c. 20), to which we have recently referred. The section (1) avoiding unregistered deeds, conveyances, and wills, is in nearly the same language, and those (7, 8, and 17) relating to the memorial and its contents, are similar, with the exception that it is to be directed to the registrar of the office and proved before him or his deputy, and the heirs, executors, or administrators, of the grantor, grantee, or devisee, are not empowered to sign it. A memorial of deeds, conveyances, and wills, made and executed or published in London, or in any other place not within forty miles of the West Riding, are to be registered, if proved before a Judge at Westminster or a Chancery commissioner (sect. 18). Memorials of wills are to be registered within six months of the death of a testator dying within the kingdom of England, dominion of Wales and town of Berwick-upon-Tweed, and within three years of the death of a testator dying upon or in any parts beyond the seas (sect. 20), and in case of the will being contested, or other inevitable difficulty, without the wilful neglect or default of the devisee or other interested

person, it is to be sufficient if the memorial be registered within six months of his attainment of the will or the probate thereof, or removal of the impediment (sect. 21). No time is, however, fixed after which a purchaser would be safe, as is limited by the Middlesex Registry Act.

The 5 Anne, cap. 18, declared that it should be sufficient that bargains and sales be enrolled in the Registry Office, and provided (sect. 10) for the entry of satisfaction in cases where mortgages had been registered, and subsequently paid off.

The provisions of the 6 Anne, cap. 35, relating to the East Riding and Kingston-upon-Hull Registry, are also similar to those of the Middlesex Registry Act, and provision is made for the proof of the memorials in London, or at places forty miles distant from the East Riding, similar to that made by the West Riding Act. The provisions for registering memorials of wills are similar to those of the Middlesex Registry Act, with the exception that nothing is said about the concealment or suppression of a will; the times for registering a memorial of a contest or other impediment are limited to six months after his death, where the testator dies in Great Britain, and three years where the testator dies elsewhere; and there is no protection given to purchasers by effluxion of time. The Act also provides for the enrolment of deeds of bargain and sale in the Registry Office, and that in all such deeds so enrolled, the words *grant, bargain, and sell* shall be construed in all Courts of Judicature to be the usual covenants for title.

The same Act, after reciting the 2 & 3 Anne, c. 4, and 5 Anne, c. 18, enacts, that after the 29th Sept. 1708, all and every the provisions, clauses, articles, matters, and things in that present Act contained, concerning the East Riding, and the town and county of the town of Kingston-upon-Hull, and not provided for or contained in the recited Acts, or either of them, should extend unto and affect all honors, manors, lands, tenements, and hereditaments situate, lying, and being within the West Riding (*the mortgage or purchase whereof should exceed the sum of* 50*l.*), as effectually as if the same and every of them were respectively inserted and contained in the recited Acts (sect. 34).

The provisions of the 8 Geo. 2, c. 6, are very similar to those of the Middlesex Registry Act; there is, however, an omission, in the section (11), which declares the mode in which a memorial is to be attested, of the words "one whereof to be one of the witnesses;" as the section stands, it would, at first sight, appear that the memorial is to be attested "by two witnesses to the execution of such deed or conveyance," but as the Act goes on to say "which witness shall upon his oath" prove the execution, the intention, and omission appear palpable. In lieu of the proof by a witness, the persons signing and sealing the memorial, or one of them, can, before the registrar or his deputy, acknowledge the signing and sealing of the memorial, and the execution of the deed or conveyance therein mentioned. Provision is made for proving memorials of deeds, conveyances, and wills made at any place not within forty miles of the North Riding similar to that made for the other Ridings. Memorials of wills are to be registered in the same times as they are in Middlesex, and in case of a contest or other inevitable difficulty, a memorial of such contest or difficulty is to be entered within six months or three years, according to the place of the death of the testator being in Great Britain or elsewhere. In case of any concealment or suppression of any will or devise, no purchaser for valuable consideration is to be defeated or disturbed in his purchase by any title made or devised by such will unless the will be actually registered within three years after the death of the devisor or testatrix (sect. 17). The Act provides for the enrolment of deeds of bargain and sale in the Registry Office, and gives similar effect to the words "grant, bargain, and sell" in such deeds as is given by the East Riding Act, and it further provides for the enrolment at full length of any deed, writing, will, or conveyance upon proof of its due execution before the registrar or his deputy, or before a judge at Westminster, or a Chancery commissioner, where the execution did not take place within forty miles of the office. Such enrolment is to be in lieu of the registration of a memorial and office copies of the document enrolled are made evidence in all courts of record.

None of the Acts extend to any copyhold estates or to any leases at a rack rent, or to any lease not exceeding twenty-one years, where the actual possession and occupation goeth along with the lease.

Middlesex and Yorkshire Registries

Equitable charges and assignments and agreements to charge require registration in the same manner as legal charges, and so do memoranda of deposits of deeds: (*Moore* v. *Culverhouse*, 29 L. J. Rep. N. S. 419, Ch.; *Neve* v. *Pennell*, 2 H. & M. 170; *Re Wight's Mortgage Trust*, L. Rep. 16 Eq. 41.) If, however, the charge be created by a deposit of deeds, without writing of any kind, it would appear that no registration is necessary, there being nothing to register: (*Sumpter* v. *Cooper*, 2 B. & Ad. 223; 9 L. J. Rep. 226, K. B.) Registration, however, is not notice, so that a purchaser or mortgagee obtaining the legal estate without notice of a previous duly registered equitable charge will have priority: (*Morecock* v *Dickens*, Amb. 678) and in the old case of *Bedford* v. *Backhouse* (2 Eq. Ca. Ab. 615) it was decided that registration gave no greater efficacy to deeds that are registered than they had before, and therefore that a first legal mortgagee who, without notice of a second duly registered mortgage, had advanced a further sum to the mortgagor upon the same lands was entitled to priority over the second mortgagee. It does not, however, from the report of the case, appear whether such further sum was secured by any writing or not, but if it were secured by writing as it probably was, the decision would seem to have been overruled by that in the subsequent case of *Moore* v. *Culverhouse*, by which a second duly registered mortgage was declared to have priority over a prior unregistered further charge given to the first mortgagee, but of which the second mortgagee had no notice. In the case of *Ex parte Langston* (17 Ves. 227) Lord Eldon decided that where the first charge was created by a mere deposit of deeds, a further advance would also be secured even if no charge were given in writing, provided that positive evidence were furnished that the further advance was made upon the security of the deposited deeds; and in a subsequent case (*Ex parte Hooper, re Hewitt* (1 Mer. 7) where the first charge was created by a legal mortgage, he expressed his dissatisfaction with the principle upon which he had acted in the previous case, and considered that it should not be further enlarged, and decided that as the legal estate had been assigned by way of mortgage, the mortgagee was not entitled to say that he held the conveyance as a deposit, and that a subsequent advance upon a parol engagement that the amount should be tacked to the original mortgage debt created nothing more than a debt by simple contract. A purchaser or mortgagee obtaining the legal estate with notice of a prior registered equitable charge, or a prior unregistered conveyance or mortgage, will be postponed in equity to the owner of the other charge, conveyance, or mortgage (*Rolland* v. *Hart* L. Rep. 6 Ch. Ap. 678), but not so at law (*Doe d. Robinson* v. *Allsop*, 5 B. & A. 142). As registration is not notice, a duly registered document will have priority over one previously but improperly registered. The memorial may be lithographed (*Reg.* v. *Registrar of Middlesex*, 7 Q. B. 156). A memorial of impediment to registering a will must be registered within the time limited by the Acts. In *Chadwick* v. *Turner* (L. Rep. 1 Ch. Ap. 310), no memorial of impediment to registering a will was registered, but the will was found previously to the mortgage by the heir-at-law to the plaintiff, of the property which was situate in the East Riding of Yorkshire and equitable only, the mortgage was registered, and the will was also subsequently registered, the court decided that the plaintiff had obtained a proper charge and that there was no sufficient notice of the will to the heir-at-law, and, consequently, not to the plaintiff, and Lord Justice Turner added that he was by no means satisfied that notice to the heir would bind the plaintiff. The memorial of a deed poll which requires execution by and was actually executed by a grantee must be attested by one of the witnesses to the execution of the deed by a grantor: (*Reg.* v. *Registrar of Middlesex*, 28 L. J. N. S., 77, Q. B.)

(*To be continued.*)

MARRIED WOMEN—THEIR GENERAL ENGAGEMENTS AND SEPARATE ESTATE.

In a short note we recently drew attention to the very interesting decision of the Privy Council in the case of *The Chartered Bank of Australia* v. *Lemprière* (29 L. T. Rep. N. S. 186), with reference to the powers and liabilities of a married woman with respect to her separate estate. The growing disposition of the courts and of the Legislature to make a married woman, as far as she can be made consistently with the principles which have hitherto guided the courts of equity, capable of contracting and making her separate estate liable, adds importance to the general question, and we propose, therefore, to look at the course which has been followed in the decisions which have culminated in the case of the *Australian Bank* v. *Lemprière*.

We have examined all the authorities with some care, and it will be seen we think that in this branch of law there is less inconsistency in the decisions than usually prevails. In *Gratley* v. *Noble*, (3 Madd.), the elementary question was argued whether a *feme covert's* separate estate can be made to answer for "general demands" upon her. The argument in support of the affirmative was this: It is admitted that she may dispose of her separate property by a specific charge on her separate estate; such estate, therefore, is liable to her debts. *Norton* v. *Turville* (2 P. Wms. 144) was cited to establish this. There a *feme covert* having a separate estate gave a bond, and it was held to be a charge on her separate estate though the separate estate had not been specifically charged. *Grigby* v. *Cox* (2 Ves. Sen. 517), *Allen* v. *Papworth* (1 Ves. Sen. 163), *Hulme* v. *Tennant* (1 Bro. C. C. 20), *Sockett* v. *Wray* (4 Bro. C. C. 485), *Heatley* v. *Thomas* (15 Ves. 596), and *Bulpin* v. *Clarke* (17 Ves. 365), were also cited as fully establishing the proposition that a *feme covert* with a separate estate contracting a debt, her separate property is liable, though she has not specifically charged such property with payment of the debt. Then *Stamford* v. *Marshall* is quoted as an older case (2 Atk. 69) decided on the broad ground of the liability of separate property to the general engagements of a *feme covert*, the only exception being where an annuity is granted out of the separate estate of a *feme covert*, and the annuity is set aside for a defect in the

memorial; the grantee in that case cannot recover out of the separate estate of the *feme covert* the consideration he has paid for the annuity. With the exception of this particular case, it was argued, in *Gratly* v. *Noble* (*sup.*) that the general rule is that a *feme covert* with a separate estate is considered as a *feme sole*, and her separate estate is liable to answer such obligations as she would be compellable to discharge if she were a *feme sole*. On the other side it was said that, in *Hulme* v. *Tenant*, Lord Thurlow, by saying that the court will bind a *feme covert* as to making her separate estate "liable to her own engagements," meant some contract in writing. It was not found necessary in *Gratley* v. *Noble* to decide the general question.

In *Stuart* v. *Kirkwell* (3 Madd. 387) it was decided that a married woman living apart from her husband, and having a separate maintenance, renders the same liable by accepting a bill of exchange. The Vice-Chancellor there said, "As incident to the power of enjoyment of separate property, she has a power to appoint it," and the court would "consider a security executed by her as an appointment, *pro tanto*, of her separate estate." The liability of a married woman's separate estate to debts, and how such debts may be contracted, is fully discussed in *Vaughan* v. *Vanderstegen*, (2 Drewry), and there it was said (at p. 182), "The inconsistency of drawing a distinction between the different engagements of a married woman having a separate estate, with reference to the different forms in which they are contracted, together with the unsatisfactory character of the reasons assigned to justify such distinction, has forced itself more and more on the attention of successive Judges, and a growing tendency has been manifested to adopt a more consistent view by holding, first, that to the same extent to which a married woman is, by courts of equity, constituted a *feme sole*, with respect to the capacity of enjoying and the capacity of disposing of property, she ought also to be regarded as a *feme sole* with respect to the capacity for contracting debts or engagements in the nature of debts." Some observations of Lord Cottenham are then quoted, in which he makes no distinction between verbal promises or engagements and contracts in writing, when writing is not essential to the validity of the engagement. The judgment in *Vaughan* v. *Vanderstegen* says, later on (p. 188), "It has not yet indeed been made the subject of positive decision that the principle embraces her verbal engagements or cases of common *assumpsit*. . . . . Considering, however, the decisions I have referred to, and the reason of the thing, I think it very probable that when that question arises for decision it will be decided in the affirmative."

This view seems to have been adopted by the Privy Council in *Lemprière's* case, for, after referring to the cases quoted above and some others, the Lord Chancellor, delivering judgment, said: "I think, too, that the principle on which all the cases proceed, that a married woman in respect of her separate estate is to be considered as a *feme sole*, is in favour of her liability on her general engagements; upon the whole, therefore," said his Lordship, "I have come to the conclusion that not only the bonds, bills, and promissory notes of married women, but also their general engagements, may affect their separate estates, except as the Statute of Frauds may interfere where the separate property is real estate."

The nature of the general engagements which will bind the separate estate of the wife is indicated by *Ayett* v. *Ashton* (1 My. & Cr. 105), where a married woman, with the concurrence and in the presence of her husband, signed an agreement in writing to grant a lease. That case turned upon the representations as to the amount of the wife's separate estate at the time of the execution of the agreement, and only a personal decree was sought against the wife for specific performance. The court would not recognise the personal liability of the wife on the contract, but it did recognise her power to pledge and make answerable her separate estate for her engagements—adopting the doctrine laid down by Sir Thomas Plumer in *Francis* v. *Wigzell* (1 Madd. 258).

Then, as to the process for enforcing claims upon the separate property. If a *feme covert* makes a general engagement, and in pursuance of such engagement puts her personal estate within the control of the person with whom she contracts, can it not be made available? In *Francis* v. *Wigzell* the observations of Lord Thurlow in *Hulme* v. *Tennant* were quoted with approval, and that learned Judge said that the general engagements of the wife *shall operate* upon her personal property. If that property is in the control of trustees, and can only be got at by a suit in equity, the trustees will be decreed to apply the property in satisfaction of the liability contracted by the *cestui que use*. In *Nantes* v. *Carrock* (9 Ves. 189), Lord Eldon said: "One of the greatest difficulties that has occurred in this court, is how to give any execution against the property of a married woman. In this case the property is only stock, and there is no instance of this court giving execution against stock *eo nomine*, upon which there is *no lien*." And in *Jones* v. *Harris* (9 Ves. 497), the same Judge was of opinion that upon a mere contract of a man with a married woman, "the court will not consider him, in all events, as contracting with her as a married woman merely, but as a married woman having separate estate." Upon this doctrine, therefore, there would appear to be a right on the part of a married woman having separate property to contract in any way she likes to the extent of such separate property, and if in pursuance of such contract she gives a lien or charge upon the property, which can be enforced without invoking the powers of a court of equity, it will be liable. But in respect of her general engagements, expressly made with a view to charge her separate estate, otherwise she cannot be made liable personally, obviously not at law, and as appears by decided cases, not in equity.

A few remarks may be necessary to complete the treatment of this subject, with reference, namely, to the nature of the engagements which will bind a married woman's separate estate. There is one plain principle: If credit be given to a married woman, *primâ facie* the separate estate is liable. And the engagement must be something more than a mere contract. Indeed the circumstances of each particular case must guide the decision. If there are facts attending the making of the engagement which show that the woman is the person looked to to discharge the liability contracted, and if she acts in pursuance of her contract as a *feme sole*, and in any way deals with her separate property so as to create a charge or lien upon it, that property will be liable. As Lord Selborne stated in the Privy Council, the question is one of great difficulty, and in every case which could arise a court would probably have to put its construction upon the circumstances.

The position of married women at present is decidedly anomalous. We have a common law doctrine that they cannot contract; we have this modified by equitable doctrines, and these doctrines affect separate estate by contracts which at common law she is unable to execute so as to charge herself personally; and the courts of equity have gone the length of saying that if the case ever arose, it would probably be decided that separate estate might be made liable for a common *assumpsit*. Those engaged in administering and applying the law, therefore, should not too hastily run away with the notion that because a *feme covert* cannot at law contract to bind herself personally, therefore, a *feme covert* with separate estate stands upon the same footing, and does not affect that estate by her contracts. She may contract, and the court will have to say, under all the circumstances, whether the contract binds the separate estate. If the estate is stocks and such like, a suit in equity against the trustees is now necessary in order to reach it; if it is movable property, in such a position as to be liable to a lien, it would clearly appear to be affected by the contract in the hands of the person entitled to the lien.

LAW LIBRARY.

Joint Stock Company's Handybook. By RICHARD JORDAN. Third Edition.

THIS little work is published with a view to supplying practical instructions for the formation and management of Joint Stock Companies, and its value is proved by the fact that it has reached a third edition. Mr. Jordan's directions are concise and thoroughly intelligible. We may notice particularly the subject "memorandum of association," the essentials of which are so fully indicated that it would be difficult to err in framing the document. "Fully paid-up, or vendors' shares," and "share warrants" receive careful attention, and having looked through the book we may state briefly that it sums up clearly and well the practical effect of the Joint Stock Companies Acts.

A Treatise on the Fishery Laws of the United Kingdom. Second Edition. By JAMES PATERSON, Esq., of the Middle Temple, Barrister-at-Law, late Chairman of the Special Commissioners for English Fisheries. London: Shaw and Sons, Fetter-lane.

MR. PATERSON has divided his work into three parts, dealing respectively with England, Scotland, and Ireland, whilst the residue is devoted to the statutes, which are given *in extenso*, with notes to the sections. The fishery laws certainly give us some curious illustrations of our mode of passing enactments. Our author tells us that the Salmon Fishery Act of 1861, which was very wide in its scope, and repealed all the former Acts, was soon found to be very imperfect. The Act of 1865 was then passed, and "that Act, in its turn, was found defective," and the Act of 1873 was passed, the main object of which was to confer on Boards of Conservators the power to make byelaws so as to vary the close season which the Act of 1861 had made uniform.

We recently noticed a new work on this subject by Professor Bund, and objected to his method of interpolating sections of Acts and lengthy extracts from judgments in the body of the work: Mr. Paterson, we are glad to observe, avoids this. His narrative of the law is straightforward, and if he makes use of judicial dicta and decision, he does not do so slavishly, but applies them as one having a thorough knowledge of his subject. That he has such knowledge the work clearly proves; and we would refer more particularly to his treatment of the question, What is a several fishery? and also the nature of right of fishery. The book is one in which the majority of our readers will probably take little interest, and we shall not quote Mr. Paterson to show that our commendation is deserved. His work is certainly one of the clearest and most scientific publications on a special subject which we have met with.

SOLICITORS' JOURNAL.

THE letter of our correspondent, "A Solicitor of Ten Years' Standing," published in our last issue, together with a letter from "A. B.," published in our present issue, deserve consideration. Our correspondent first referred to is disposed to console himself for the shortsightedness of solicitors as regards their own interests, by the fact that he discovers that we are conscious of the necessity of of combination to protect such interests. We would remind him, however, that the only good which can come of the consciousness in question is of a most indirect kind, in the sense that all we can hope for is to arouse the Profession to the necessity for some great effort to improve their position. But at present there is no evidence or sign of such effort. The tendency of legislation has been to reduce solicitors' remuneration and to render the means of recovering costs more difficult, whilst the monopoly of the Bar increases rather than diminishes; seven years' standing being considered a qualification for almost every legal appointment. On the other hand, all solicitors, whatever their standing, seem to be disqualified for almost legal offices of distinction and dignity, not to say those to which are attached the higher remuneration. Further, accountants and law and other agents are, we are told, conducting a large portion of County Court practice, and business in connection with the proving of wills and in bankruptcy. The privilege of paying Government the annual certificate duty the solicitor yet enjoys. The Incorporated Law Society holds occasional meetings, and the record of the business transacted thereat is printed and circulated amongst the members months afterwards. Consequently its proceedings are considered by a not inconsiderable portion of the Profession to be valueless. Other law societies in London and the provinces are more or less helpless, being without charters of incorporation. As to some of these, amalgamation is talked about, but practically nothing is done. The existence of serious grievances is admitted, men of energy and foresight meet, as they have lately met at Birmingham, but, what with the unconscious state of the society supposed to represent solicitors, and the apathy of solicitors as a body, the proceedings end in ineffective resolutions. It is remarkable that the present relations between the two branches of the Profession should be allowed to continue, and the indifference of solicitors in this respect is certainly extraordinary. Solicitors require important reforms affecting the Bar which must come, and that at no distant period. Barristers must be liable in an action for negligence, and solicitors must have much greater facilities for being called to the Bar. But the necessity for reform may apparently invite without inciting to action, and our correspondents must not rely on the ends being attained by means of journalism only.

NOTES OF NEW DECISIONS.

WILL — ERASURE — SUBSTITUTION — DEPENDENT RELATIVE REVOCATION.—Where a testator attempts to substitute the name of one legatee for that of another by erasing the name of one and writing the name of the other in its place, if the alteration is not attested in accordance with the Wills Act, the court may receive evidence as to the original form of the will, and pronounce for it in that form. A will contained a bequest to my "sister Louisa," written over an erasure. There was no evidence as to when the erasure was made, but the court being of opinion, from extrinsic evidence, that the words erased were "my niece Edith," and also that the alteration had been made in the mistaken belief that the bequest would be valid, granted probate, with the words "niece Edith" restored: (*In the goods of E. J. Maccabe*, 29 L. T. Rep. N. S. 250. Prob.)

SUIT BY WIFE FOR JUDICIAL SEPARATION—CRUELTY—PRIOR DEED OF SEPARATION—WIFE UNSUCCESSFUL—WIFE'S COSTS.—After the execution of a deed of separation the wife filed a petition for judicial separation on the ground of cruelty. She failed to establish cruelty and her petition was dismissed, but the court, being satisfied that her attorney had acted in the belief that she had a substantial case, allowed the wife's costs up to the amount for which security had been given in the registry: (*Flower* v. *Flower*, 29 L. T. Rep. N. S. 253. Div.).

INCORPORATED LAW SOCIETY.

THE following is the scale of commission, together with a specimen table, promised to our readers in our last issue:

AS TO FREEHOLDS AND COPYHOLDS.

Loans.

	Mortgagor's Solicitor	Mortgagee's Solicitor
For every £100 up to £200.	A sum equal to ⅓ths of the Mortgagee's Solicitor's allowance	£2 per cent.
And in addition After the first £2000. for every £100 up to £15,000	Ditto ditto	£1 per cent.
And in addition After the first £15,000	Ditto ditto	½ per cent.
Loans under the Drainage Acts—on County & Borough Rates—Dock Dues—and for other purposes under Statutory powers, and Securities of a like nature.	The Council is not prepared to suggest a scale for the remuneration of the Mortgagor's Solicitor on this class of securities	At the rate of ½ the allowance of the Mortgagor's Solicitor.

Sales and Purchases.

	Vendor's Solicitor.	Purchaser's Solicitor.
For every £100 up to £1000	A sum equal to ⅓ths of the Purchaser's Solicitor's allowance	£3 per cent.
And in addition And the first £1000, for every £100 up to £5000	Ditto ditto	£2 per cent.
And in addition After the first £5000, for every £100 up to 50,000	Ditto ditto	£1 per cent.
And in addition After the first £50,000, for every £100	Ditto ditto	½ per cent.

The Commission on Sale of Leaseholds for terms not exceeding originally 100 years, shall be ⅓th less than the scale on Sale of Freeholds and Copyholds.

Fractional parts of £100 to be reckoned as £100.

[SPECIMEN TABLE.]

	Loans.		Sales.	
	Mortgagor's Solicitor.	Mortgagee's Solicitor.	Vendor's Solicitor.	Purchaser's Solicitor.
£	£ s.	£	£ s.	£
100	1 10	2	2 5	3
200	3 0	4	4 10	6
300	4 10	6	6 15	9
400	6 0	8	9 0	12
500	7 10	10	11 5	15
1,000	15 0	20	22 10	30
2,000	30 0	40	37 10	50
3,000	37 10	50	52 10	70
4,000	45 0	60	67 10	90
5,000	52 10	70	82 10	110
6,000	60 0	80	90 0	120
7,000	67 10	90	97 10	130
8,000	75 0	100	105 0	140
9,000	82 10	110	112 10	150
10,000	90 0	120	120 0	160
15,000	127 10	170	157 10	210
20,000	146 5	195	195 0	3·0
30,000	183 15	245	270 0	360
40,000	221 5	295	345 0	460
50,000	258 15	345	420 0	560

LIST OF GENTLEMEN APPLYING TO BE ADMITTED.

Notices of admission for Michaelmas Term, 1873.

Alford, William, 10, St. Swithin's-lane; articled to E. K. Blyth, 10, St. Swithin's-lane.
Allan, Charles George, 62, Moorgate-street—J. T. Simpson, 62, Moorgate-street.
Allen, Samuel, Sheffield—W. B. Fennell, Sheffield.
Bantoft, W. the younger, Ipswich; and 43, Bedford-row—S. A. Notcutt, Ipswich.
Barnard, Edward Ernest, 11, Southampton-Buildings, Chancery-lane; Keynsham, near Bristol; and 50, Upper Bedford-place—H. Livett, Bristol.
Barrett, Joseph, 163 and 137, Fenchurch-street—T. W. Buckler, 137, Fenchurch-street.
Batten, Thomas, Bradford, Wilts—G. Spackman, Bradford, Wilts.
Bean, Wm. Henry Rodbard, 16 Beauford-terrace; 170, Ladbrook Grove-road; and Cheltenham—P. J. W. Cooke, Gloucester; H. W. Perkis, Lincoln's-inn-fields.
Booth, John Edward, Leeds—H. Appleton, Leeds.
Bowers, William Henry Bowyer, Birmingham—J. Jelf, Birmingham.
Bowling, Arthur Masterson Law, East Lodge, The Mall, Hammersmith—H. P. Bowling, 26, Essex-street, Strand.
Bowman, John Frederick, 5, Clifford-street, Bond-street—W. D. Freshfield, 5, Bank-buildings.
Boyce, Herbert Edward, 46, Parliament-street, Westminster; and Gwydr House, Westminster—S. Bircham, 46, Parliament-street.
Bray, Henry Malthus, 99, Great Russell-street—R. Bray and F. R. Warren, 99, Great Russell-street.
Brewis, John, Sunderland; and 35, John-street, Bedford row—G. S. Ranson, Sunderland.
Broadbent, Spencer, Liverpool—F. Broadbent, Bolton; J. P. Robinson, Liverpool
Brockman, Alfred Drake, Folkestone—R. T. Brockman, Folkestone.
Brooke, Horace George, 2, Euston-square; Great Berkhampstead; and 14, Feathe stone-buildings—R. F. Dalrymple, 44, Parliament-street.
Brown, Maurice, Peterborough; and 10, Serle-street, Lincoln's-inn fields—F. Brown, Peterborough.
Browne, Edward Utten, Norwich; and 14, Albion-street, Hyde-park—E. Field, Norwich; J. P. Hill, 6, John-street, Bedford-row.
Budd, Samuel, Exeter—W. J. Battishill, Exeter
Bulleid, John Howard, Glastonbury; and 36, Gloucester-street, Queen-square—J. G. L. Bulleid, Glastonbury.
Bullford, Charles Edward, 29, Tavistock place, Tavistock-square; and Malmesbury—W. S. Jones, Malmesbury.
Burnby, William, Bradford—H. B. Harle, Bradford.
Cheale, Sidney Alexander, Uckfield—F. W. Stone, Tunbridge Wells; W. Sprott, Mayfield, Sussex.
Churton, John Weaver, Chester; and 43, Chancery-lane—W. H. Churton, Chester.
Clark, Jonathan, the younger, 85, Guildford-street, Russell-square—J. A. Redhead, 13, Southampton-street
Collins, Charles, Firs, Rainhill, near Liverpool—T. Martin, Liverpool; H. W. Collins, Liverpool.
Court, James Phillips, Maghull, Lancaster: Wallington, Surrey; and 115, Chancery lane—F. North, Liverpool; W. W. Wynne, 115, Chancery-lane
Cruttenden, William, Battle—J. Martin, Battle; E. Martin, Battle.
Cumming, Alexander, 98, Warwick-street; and Ipswich—W. S. Yarrington, Ipswich.
Cunliffe, Walter, Warrington; and 33, Lincoln's-inn-fields—J. F. Marsh, Warrington; J. R. Buckton, Warrington.
Curling, Percy Bunce, 9, Durham-terrace, Westbourne-park—C. B. Lever, 49, Bedford-row.
Davis, Charles Henry, 21, Great George-street, Westminster—J. M Clabon, 21, Great George-street.
Deck, Henry Ragland, B. A., Hampsthwaite Vicarage, Ripley, York—D. and A. H. Russell, Lendal.
De Soyres, Philip, Exeter; and 15, Lincolns'-inn-fields—R. T. Campion, Exeter.
Dew, Griffith Davies, 10, King's-bench-walk—R. M. Shipman, Manchester; J. W. Randal, 10, King's-bench-walk.
Dickson, George Herbert, Preston; and 43, Bedford-row—J. B. Dickson, Preston.
Dodd, Charles Walters, 6, Furnival's-inn—J. D. Finney, 6, Furnival's-inn.
Dow, Edward Augustus, 30, Bedford-row—D. T. Miller, Sherborne-lane; W. H. Stephens, 30, Bedford-row.
Du Moulin, Chas. Nicholas, Leamington; and 36, Lincoln's-inn-fields—A. S. Field, Leamington.
Durnford, Francis Mount, 4, South-square, Gray's-inn; and 26, Lincoln's-inn-fields—C. E. V. Longbourne, 26, Lincoln's-inn-fields.
Edwards, John James, 84, Newgate-street—O. C. T. Eagleton, 84, Newgate-street.
Edwards, Stanley, Lynn; and 2, Cursitor-street—F. R. Partridge, Lynn.
Elliott, Albert Augustine, 17A, Whitehall-place—J. Hopgood, 17A, Whitehall-place.
Ferguson, Daniel Lawrence, Alford, Lincoln—F. J. Rhodes Alford.
Fernell, Henry Geo. Tudor, Sheffield; and 9, Bedford-row—W. Smith, Sheffield.
Ferbank, William, Newport—C. B. Fox, Newport.
Flint, Charles Albert, Canterbury; and 17, Lincoln's-inn-fields—H. T Sankey, Canterbury.
Foster, Edward Walker Webb, Ulster Villa, Leytonstone—E. Browning, Redditch; E. C. Browning, Redditch; C. N. Cole, 30, Essex street.
Freeman, John Tilleard, 17A, Whitehall-place—J. Hopgood, 17A, Whitehall-place.
Geare, Henry Cecil, 6, Raymond-buildings—C. P. Wood, 6, Raymond-buildings.
Ghest, John, the younger, Manchester; and 2, Ellington-street, Islington—J. A. Foyster, Manchester; F. Weatherall, 7, King's Bench-walk.
Grey, Hubert Allen, 100, Cambridge-street, Warwick-square—W. H. Duignan, 15, Bedford row; J. R. Fenwick, 12, Fenchurch-street; C. G. G. Rushworth, 15, Bedford-row.
Haines, George William, 10, Storey's-gate, Westminster—P. J. W. Cooke, Gloucester; J. Andrews, 12, Bedford-row.
Hamer, Henry, Liverpool—J. Rayner, Liverpool.
Hamshaw, John Lovell, Faraham, Surrey—H. Potter, Faraham.
Harman, Orlando George, 7, Gray's-inn-square—A. H. Crowther, 7, Gray's-inn square.
Harvey, Richard, 5, Barge-yard, Bucklersbury—C. Gammon, 5, Barge-yard.
Harvey, Henry Fairfax, Royston; and 9, Bedford-road—H. Thurnall, Royston.
Hastings, Alfred Gardiner, 23, John-street, Bedford-row—E. Futvoye, 23, John-street.
Heath, Alfred Samuel, 10, Basinghall-street—S. Heath, Basinghall-street.
Hedger, Philip F. Prashard, 2, Ladbrooke-terrace, Notting-hill—J. Sharp, Southampton; E. Harrison, Southampton.
Hime, George, Liverpool—H. W. Collins, Liverpool; T. Martin, Liverpool.
Hinton, Edmund, 3, Lilford-road, Camberwell; J. Blenkinsop, Euston Station; R. F. Roberts, Euston Station.
Hooper, F. Montgomery B., Exeter, and 55, Chancery-lane—H. W. Hooper, Exeter.
Hopkins, John Leifchild, 1, Lincoln's-inn-fields—R. G. K. Brookes, Stow-on-the-Wold; R. J. Brookes, Stow-on-the-Wold; W. Perry, 1, Lincoln's-inn-fields.
Hudson, Thomas, Manchester—W. H. Talbot, Manchester.
Jackson, Ernest Gratian, Belper—J. G. Jackson, Belper.
James, Edward, 10, Royal-crescent, Notting-hill—J. S. Torr, 38, Bedford-row.
Jeans, John Locke, Alford, Lincoln; F. J. Rhodes, Alford.
Jennings, Frederick William, Portsea, and 34, Lime-street, City—W. Jennings, 34, Lime-street; H. Ford, Portsea.
Kennedy, Arthur, 26, Chancery-lane; T. Kennedy, 26, Chancery-lane.
King, Edward, 1, Bedford-row, and Wirksworth—J. F. Kingdon, Wirksworth.

Langworthy, Frederick, Modbury, Devon—R. Andrews, Modbury.
Ledgard, John Armitage, Heaton Chapel, near Stockport, and Manchester—J. Richardson, Manchester.
Lee, Edward, 14, Percy-terrace, Ladbrooke-grove-road—E. V. Lewis, 61, Cheapside.
Leeds, Charles Edward, Bury St. Edmunds, and 12, Hunter-street, Brunswick-square—J. Sparke, Bury St. Edmunds.
Lindsell, Frederick R. Barber, Lyme Regis—R. Hillman, Lyme Regis; R. W. Hillman, Lyme Regis.
Ling, Frederick Gaskell, Halesworth—F. Cross, Halesworth.
Lucas Ernest F. Bourne, Louth—T. F. Allison, Louth.
Makin, Robert Henry, Liverpool—W. Blackmore, Liverpool; and 3, Founder's-court, Lothbury.
Martin, Thomas Frederick, 155, Cannon-street, City—T. Martin, 155, Cannon-street; L. W. Gregory, 155, Cannon-street.
Meres, Frederick Augustus, 58, Millman-street; and 11, Serjeant's-inn—T. Slamey, 11, Serjeant's-inn.
Middlebrook, William, Barton-on-Humber—J. H. Priestley, Barton on-Humber.
Mills, Frederick William, 1, Brunswick-villas, Hill-road, Abbey-road—H. R. Lempriere, 56, Lincoln's-inn-fields.
Minshall, Philip Henry, 106, St. Paul's-road, Camden-town; and Oswestry—W. Shaen, 8, Bedford-row; C. Minshall, Oswestry.
Mould, John Clarke, Melton Mowbray—Messrs. Latham and Paddison, Melton Mowbray.
Marcott, Edwin, Offchurch, near Leamington—G. C. Greenway, Warwick.
Nash, William, 142, Rye-lane, Peckham-rye; and 45, Threadneedle-street—J. H. Cotterill, 45, Threadneedle-street.
Northgraves, Charles, Kingston-upon-Hull—R. H. Dawson, Kingston-upon-Hull.
O'Brien, Lucius Melville, Southampton—T. Harrison Stanton, Southampton.
Owen, Morris, Carnarvon—R. D. Williams, Carnarvon.
Parton, George Adolphus, Collamore, Wandsworth—W. Clark, 66, Gresham House.
Parton, John, Berwick-upon-Tweed; and 105, Gloucester-road, Regent's-park—R. Douglas, Berwick-upon-Tweed.
Pearce, James Collins, Ealing; and 45, Essex-street—T. Kipping, 45, Essex-street.
Peddar, Sydney Hampden, 41, Finsbury-circus; and 7, Beresford-road, Highbury—T. P. Cobb, 41, Finsbury-circus.
Pinsent, Richard Alfred, Church-road, Essex-road, Islington; and 9, Bedford-row—T. S. James, Birmingham.
Pomeroy, Edward Boyce, Wymondham—E. P. Clarke, Wymondham; J. White, Wymondham.
Porter, Thomas Simpson, Bedford—L. Jessopp, Bedford.
Preston, Donald William, 19, Norfolk-street, Strand; Norwich; and 14, Lincoln's-inn-fields—A. Preston, Norwich
Prichard, Iltyd Moline, 57, Granville-park, Blackheath; and 43, Chancery-lane—R. Cunliffe, 43, Chancery-lane.
Pritchard, Wm. Benning, Beaumont-road, Wimbledon-park—A. J. Pritchard, 7, Knight Rider-street; H. J. Francis, 36, Lincoln's-inn-fields.
Quelch, Francis, Everton, Liverpool—S. D. Worship, Liverpool.
Quilter, Charles, 140, Tufnel-park-road—J. Beaumont, 53, Coleman-street.
Rawlinson, Francis, Dalton-in-Furness—J. Poole, Ulverstone.
Reeves, Edmund Whitelock, Heathfield, Wimbledon-common—H. W. Reeves, 44, Lincoln's-inn-fields.
Rickards, Arthur Torriano, Putney; and 39, Old Broad-street—H. Heald, 23, Throgmorton-street; R. H. Hill, 39, Old Broad-street.
Robinson, John, Sunderland—W. S. Robinson, Sunderland.
Randle, Richard Albert, Plymouth; and 3, Mylne street, Myddleton-square—E. E. Moore, Plymouth.
Sayer, William, Todmorden; and Richmond-hill—J. Stansfield, Todmorden.
Sanders, Cliff George, 33, King-street, Cheapside—B. Norton, 2, Gresham-buildings; G. T. Powell, 33, King-street, Cheapside.
Saxby, Joseph, Heaton Moor, near Stockport; and Fallowfield, near Manchester—J. Peacock, Manchester.
Scott, John Sefton, Blackburn; and Manchester—J. Bolton, Blackburn
Sheppard, Hobart M'Lean, P., 7, Clifton-grove, Dalston—T. Horwood, 7, New Broad-street
Shipton, Thos., the younger, Chesterfield—T. Shipton, Chesterfield.
Smith, Alfred Oxnard, Durham—J. Watson, Durham.
Spender, Frank Richard, Bradford-on-Avon—J. Sparks, Bradford-on-Avon.
Stevens, Samuel George, 26, Northumberland-place, Bayswater—T. L. Wilson, 3, Westminster Chambers.
Stow, Montague Haslam, 13, Buckland-crescent, Belsize-park—T. S. Preston, 85, Lincoln's-inn-fields.
Sullivan, John Mortimer, 5, Bond-street, Claremont-square—C. K. Sharp, 31 and 32, Lombard-street.
Sumner, John Bird, Cheetham, Manchester—J. W. Addlesham, Manchester.
Sykes, Alfred, Crosland Moor, near Huddersfield—T. H. Ramsden, Huddersfield.
Talbot, John Edward, Higher Broughton, near Manchester—W. H. Talbot, Manchester.
Tanner, Arthur, 144, Ebury-street; and Bristol—R. H. Otter, Bristol.
Tanner, William, Chelmsford—W. J. Bruty, Chelmsford.
Terry, William Curtis, Fulham—O. Richards, 16, Warwick-street, Regent-street.
Theobald, John Theophilus, The Limes, Lower Tooting—J. P. Theobald, 8, Furnival's-inn.
Thomas, George, Carnarvon—E. G. Powell, Carnarvon; J. H. Roberts, Carnarvon.
Thomas, Matthew Watson, jun., Walthamstow; and 26, Martin's-lane, Cannon street—H. W. Nelson, 26, Martin's-lane, Cannon-street.
Thompson, Henry, Fairfield; and Liverpool—G. Haigh, Liverpool.
Tippets, William J. Berriman, 16, Highbury-grove—J. B. Tippetts, 5, Great St. Thomas Apostle; J. B. Tippetts, jun., 5, Great St. Thomas Apostle.
Toller, Ernest Edward, East Heath, Hampstead—Messrs. Upton and Co., 20, Austinfriars.
Treacher, John, 9, Gerrard-street, Soho—W. A. Brown, 35, Lincoln's-inn-fields.
Tudor, John, Brecon—J. R. Cobb, Brecon.
Walker-Jones, Francis A., Melbourne, Sydney, Adelaide, Launceston, Hobart Town, Australia; and 1, Vinery-villas, St. John's-wood—C. Meredith, 8, New-square.
Walker, Hugh Mewburn, Lee—T. Walker, 12, Furnival's-inn.
Waller, Arthur, 19, Highbury-terrace—G. Waller, 75, Coleman-street.
Wallingford, Alfred Bishop, 38, Stockwell Park-road—E. A. Wallingford, St. Ives.
Walters, Frank, Wanstead—L. Walters, 3, Finsbury-circus.
Ward, Charles Bernard, 32, Bernard-street, Russell-square—H. E. Hunt, Nottingham.
Warne, Harry Duke, 15, Furnival's-inn; and Rochester—J. T. Prau, Rochester.
Waugh, Edward Lamb, Cockermouth—E. Waugh, Cockermouth.
White, Henry Arthur, 12, Great Marlborough-street—A. W. White, 12, Great Marlborough-street.
Wilkes, John James, 8, Granville-square, Pentonville; and Darlington—T. Clayhills, Darlington.
Williams, Robert Jones, Putney; and Mold—T. T. Kelly, Mold.
Williamson, James, the younger, Surbiton—J. Williamson, 6, John-street, Bedford-row.
Wise, William, Ashbourne, Derby; and 70, Upper Gloucester-place, Dorset-square—J. J. Wise, Ashbourne.
Woodfords, Randolph, 18, Everett-street, Russell-square; and Bath—J. Stone, Bath.
Woodhouse, James Thomas, Bridge House, Sydenham; and Kingston-upon-Hull—W. J. Reed, Kingston-upon-Hull.
Worsley, James Edwardson, Warrington; and 36, Essex-street—W. Beaumont, Warrington; W. H. Brook, Warrington.
Wright, William, Rutland-park, Perry-hill, Lower Sydenham—J. Wright, 8, New-inn, Strand.
Young, Adrian, Dorking; and 6, Serjeants'-inn—H. Young, 6, Serjeants'-inn.
Young, John Arnold, Bury; and 4, North-road, Clapham-park—Alfred Grundy, Bury.

Pursuant to Judges' Orders.

Andrews, Henry, 25, Austinfriars—S. B. Merriman, 25, Austinfriars.
Calcott, George L. Berkeley, Leighton Buzzard, and 27, Grosvenor-road, Highbury New Park—J. Newton, Leighton Buzzard; F. M. B. Calcott, 52, Lincoln's-inn-fields.
Godfrey, Joseph Wallace, 10, Gloucester-terrace, Regent's-park—J. W. Budd, 20, Austinfriars.
Greatheed, William, 19, Lincoln's-inn-fields—W. Ledsam, 17, Lincoln's-inn-fields; H. Chaplin, 19, Lincoln's-inn-fields.
Hankinson, George Henry, Woodlands-park, near Altrincham—R. K. Cooper, Manchester.
Overell, Albert Edward, Leamington Priors—W. Overell, Leamington Priors.
Pope, John Noble Coleman, Stoke Lodge, near Bristol—W. Leonard, Bristol.
Smith, Francis Peters, Norris-hill, near Ashby-de-la-Zouch, and 71, Cambridge-street, Pimlico—E. B. Jennings, Burton-upon-Trent.
Stanway, Edward Fancutt, 36, Bartholomew-road, Kentish Town—P. C. F. Tatham, 13, Knightrider-street.
Taylor, Henry Alfred, 15, South-street, Finsbury-square—G. E. Jaquet, 15, South-street.
Tyrer, Alfred, Liverpool—W. K. Tyrer, Liverpool.

Notices of Application to take out and renew Attorneys Certificates.

Baker, George, 25, Larkhall-lane, and 37, Great Percy-street, Pentonville. June 14.
Brabant, William Frederick, 2, College-crescent, Belsize Park. May 27.
Bryan, William, 59, Farrington-square. June 14.
Bruce, Thomas Dundas, 10, Albert-street, Regent's Park. June 25.
Johnson, H. Skingley, 38, Walbrook, and 78, Wells-street, Oxford-street. June 14.
Lindop, Thomas Crump, Torquay. June 2.
May, Alfred Henry, Bristol, and Kings' Kerwell, Devon. June 2.
Moorsom, William Frederic, Ewell. June 14.
Ransom, Arthur, Newport, Monmouth, and 137, Barnsbury-road. June 14.
Smith, Francis John, 6, Gray's-inn-square, and Mansfield. June 20.
Stockwood, Alfred, Pontypridd. June 14.
Underwood, Edward Morgan, Hereford. June 14.
Wall, William Henry, Pembury, Kent, and 8, Token-house-yard. June 14.
Watson, James, Croydon. May 17.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

Martindale (Edmund), Moka, Mauritius, Esq., £200 New Three per Cent. Annuities. Claimant, Vesey Weston Holt, administrator to Edmund Martindale, deceased.
Stevens (Dr. Wm.), M.D. Upper Wick House, near Worcester. Three dividends on the sum of £2500 New Three per Cent. Annuities. Claimants, Richard Reader Harris and Wm. Wilkes Cawley, executors of Wm. Stevens, deceased.
Witts (Rev. Edward Francis), Upper Slaughter, Gloucestershire; Lea (Geo. Edward), Upper Slaughter farmer; and Witts (Francis Edward Broome), Upper Slaughter, Esq. £166 13s. 4d. Reduced Three per Cent. Annuities. Claimants, said Rev. Edward Francis Witts, Geo. Edward Lea, and Francis Edward Broome Witts.

APPOINTMENT UNDER THE JOINT-STOCK WINDING-UP ACTS.

Wire Tramway Company (Limited). Petition for winding-up to be heard Nov. 7, before V.C. M.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

Adams (John), Hollyland, Pembroke, Esq. Dec. 6; A. Scott, solicitor, 39, Lombard-street, London.
Bassett (Hon. Emily H.), formerly of Tehidy Park, Cornwall, late of Abbey Hotel, Great Malvern widow. Nov. 30; G. Rooper, solicitor, 17, Lincoln's-inn-fields, Middlesex.
Brennan (Jas.), 248, Church-street, Walker, Northumberland, grocer. Dec. 29; J. A. Philipson, solicitor, 65, Pilgrim-street, Newcastle-upon-Tyne.
Burton (Henry J.), 53, Pentonville-road, and 7, Philpot-lane, London, grocer. Nov. 29; Tamplin and Co., solicitors, 159, Fenchurch-street London.
Clay (Elizabeth), Rastrick, Halifax, York, widow. Dec. 31; Ford and Co., solicitors, 70, Albion-street, Leeds.
Cockayne (Betty), Clarkson-street, Sheffield, York, widow. Dec. 6; A. Smith and Son, solicitors, 26, Castle-street, Sheffield.
Cridland (Henry Wm.), formerly of Dockhead, late of 222, Old Kent-road, Surrey, cheesemonger. Jan. 6; H. H. Hogan, solicitor, 23, Martin's-lane, Cannon-street, London.
Docker (Joseph), Brook-cottage, Chorlton-cum-Hardy, near Manchester, gentleman. Dec. 15; Sale and Co., solicitors, 29, Booth-street, Manchester.
Doe (Thomas), Mount Bures, Essex, miller. Dec. 16; Smythies and Co., solicitors, North Hill, Colchester.
Earle (Henry E.), 28, Inverness-terrace, Bayswater, and 82, Grosvenor-street, Bond-street, London, wine merchant. Dec. 16; Chas. Earle, 9, Duke-street, Portland-place, London.
Edwards (Richard W.), 40, Harrington street, Hampstead-road, Middlesex, gentleman. Dec. 2; Whitakers and Woolbert, solicitors, 12, Lincoln's-inn-fields, Middlesex.
Elliott (Samuel), H. M.'s Court of Probate, Doctor's Commons, London, and 42, Harleyford-road, Kennington, Surrey, gentleman. Nov. 30; Brooks and Co. solicitors, 7, Godliman-street, Doctor's Commons, London.
Elsden (Wm.), formerly of 57, Regent-street, Lambeth-walk, and 21, Lambeth-walk, Surrey, late of 69, Loughborough-road, North Brixton, Surrey, gentleman. Dec. 5; Whitakers and Woolbert, solicitors, 12, Lincoln's-inn-fields, Middlesex.
Faulder (Elizabeth), formerly of 15, Fitzroy-square, Middlesex, late of Boulogne-sur-Mer, France, spinster. Nov. 17; Hill and Son, solicitors, 39, Old Broad-street, London.
Fitz-Gibbon (Lady Isabella, M. A.), 35, Lowndes-square, Middlesex, spinster. Dec. 1; Walker and Martineau, solicitors, 13, King's-road, Gray's-inn, Middlesex.
Fuller (Louisa M. B. K.), late of Brussels, formerly of West Court, near Finchampstead, Berks, and Comeroy, near Honiton, Devon, widow. Dec. 1; Leman and Co., solicitors, 51, Lincoln's-inn-fields, Middlesex.
Graham (Alfred), Mossley Vale House, Mossley Vale, near Liverpool, gentleman. Dec 31; G. Webster, solicitor, 6, York-buildings, Dale-street, Liverpool.
Guise (Wm. J.), formerly of Borough Market, Southwark, and late of 9, Sussex Cottages, Alpha-road, New Cross, Kent, fruit salesman. Jan. 1; H. Simpson, solicitor, 26, Borough High-street, London.
Gunnell (David), Chesterton, Cambridge, gentleman. Dec. 31; Eaden, Harris and Knowles, solicitors, 15, Sidney-street, Cambridge.
Henderson (Elizabeth Martha), commonly called Lady James Townshend, Yarrow House, Bintry, Norfolk, widow. Jan. 1; F. Leach, solicitor, 10, Lancaster-place, Strand, London.
Herley (Jane), late of Torquay, formerly of Weston-super-Mare, widow. Dec. 1; D. W. J. Thomas, solicitor, Brecon.
Hicks (Anne P.), Brooklands, near Ross, Hereford, spinster. Nov. 30; E. J. Austen, solicitor, 79, Denbigh-street, Belgrave-road, London.
Hone (Jas.), 40, Great College-street, Camden Town, Middlesex, and 38, Charles-street, Middlesex Hospital, Middlesex, fringe manufacturer. Dec 31; Shaw and Fraser, solicitors, 8, Furnival's Inn, London.
Jackson (Elizabeth), Wigan, widow. Dec. 10; Leigh and Ellis, solicitors, The Arcade, King street, Wigan.
James (Mary E.), St. Owen-street, Hereford, spinster. Jan. 1; W. J. Humphreys, solicitor, Hereford.
Johns (Samuel), Garibaldi-villa, Warwick, gentleman. Dec. 1; Wm. Moon, solicitor, 15, Lincoln's Inn-fields, Middlesex.
Kebe (Jos.), Godney, Meare, Somerset, cattle dealer. Nov. 30; S. Hobbs, jun., solicitor, Wells, Somerset
Kennedy (Jos.), Brown-street, Manchester, and The Poplars, Edge lane, Chorlton-cum-Hardy, Lancaster, letter-press printer. Dec. 25; J. Peacock, solicitor, 86, Cross-street, Manchester.
Knight, (Samuel), Pontefract, York, corn merchant. Dec. 26; Coleman and Sangster, solicitors, Pontefract.
Marshall (Charlotte), Brunswick-villas, near Kew-bridge, Old Brentford, Middlesex, widow. Nov. 1; Ruston and Co., solicitors, Brentford, Middlesex.
McPherson (Isabella), High-street, Maidenhead, Berks, widow. Nov. 25; H. C. Draper, solicitor, 54, Vincent-square, Westminster.
Moon (Wm.), formerly of Liverpool, late of Woolton Hill-house, within Woolton, Lancashire, Esq. Dec. 1; Pears and Co., solicitors, 3, Harrington-street, Liverpool.
Moorton (Walter), 129, Pakington-street, Essex-road, Islington, Middlesex, licensed victualler. Nov. 20; Nash and Co., solicitors, 2, Suffolk-lane, Cannon-street, London.
Napier (Major Gen. Geo. T. C. C. B.), Morpeth-terrace, Westminster. Nov. 21; G. Rooper, solicitor, 17, Lincoln's inn-fields, Middlesex.
Owen (John B.), formerly of Stamford-hill, Middlesex, late of 17, Upper Hornsey-rise, Middlesex, Esq. Dec. 18; Rixon and Co., solicitors, 52, Gracechurch-street, London.
Pearson (Charles), Tempsford Hall, Tempsford, Bedford, Esq. Dec. 1; Burne and Parker, solicitors, 37, Lincoln's Inn-fields, Middlesex.
Pettet (Elizabeth T.), Orchard-hill, Greenwich, Kent, spinster. Dec. 1; Sandom and Kersey, solicitors, 52, Gracechurch-street, London.
Prior (Wm.), formerly of Kemerton, Gloucester, late of Weymouth, gentleman. Nov. 25; L. Jessopp, solicitor, Bedford.
Radford (Ellen), Southwell, Nottingham, widow. Dec. 1; S. R. P. Shilton, solicitor, St. Peter's Churchside, Nottingham.
Radford (Jos.) formerly of Alfreton, Derby late of Southwell, Notts, farmer. Dec. 1; S. R. P. Shilton, solicitor, St. Peter's Church-side, Nottingham.
Rimmer (Ralph), Wigan, coal proprietor. Dec. 10; Leigh and Ellis, solicitors, The Arcade, King-street, Wigan.
Sutton (Sir John), Bart., Norwood-park, Nottingham, and Bruges, Belgium. Dec. 4; Ward and Co., solicitors, 1, Gray's-inn square, London.
Taylor (Geo.), 9, John-street, Bedford-row, Middlesex, and Waverley-villa, Ventnor, Isle of Wight, printer. Dec 15; R. H. Nettleship, solicitor, 37, John-street, Bedford-row, London.
Wheeler (Henry), Bolingbroke House, Wandsworth-common, Surrey, Esq. Dec. 1; Lawrance and Co., solicitors, 14, Old Jewry-chambers, London.
Williams (Mary A.), Walthamstow, Essex, widow. Dec. 1; W. Houghton, solicitor, 15a, St. Helen's-place, London.

With a view of depriving naval courts-martial of the right to adjudicate upon offences punishable by civil law, a petition to the House of Commons and memorials to the Lords of the Admiralty and Privy Council have been prepared and are influentially supported.

LEGAL NEWS.

IMPRISONMENT FOR DEBT.

THE following letter was lately addressed to the *Times*, but did not secure insertion:

"I have no desire to trespass unduly upon your columns, but as you have (to use a lawyer's phrase) repleaded upon the question raised in the letter of Mr. Pitt Taylor and myself, as to the power of imprisonment on fraudulent debtors, extending to all debtors alike, whether over or under £50, and you now insist that this equality, though it exists, is merely theoretical, and is reduced to a practical inequality, through the unequal operation of the Bankruptcy Act 1869, upon the two classes of debtors, you have raised a new and distinct issue which justifies rejoinder. You state, or at least I think your readers would understand you to state that, under the provisions of the Bankruptcy Act 1869, a debtor owing more than £50 can, by surrendering his property to his creditors, if it yields 10s. in the pound or more, obtain, as of right, a full discharge from all his debts, and thus free himself from all risk of imprisonment; whereas a poor man, whose debts are less than £50, cannot avail himself of this mode of escape, but must pay the uttermost farthing under the oppression of County Court summonses and commitments, aggravated by accumulated costs. Now this is a misapprehension of the true effect of the Act. The limit of £50, as an amount of indebtedness, and the limit of 10s. as an amount of dividend, have reference only to bankruptcy proper; and no debtor, trader, or non-trader, can, by any act of his own, make himself a bankrupt, and thereby acquire the right to a discharge by payment of a dividend of 10s. in the pound. The adjudication in bankruptcy must be the act of a creditor, or creditors, whose debts amount singly, or in the aggregate, to £50. But any person, trader, or non-trader, peer or peasant, merchant or mechanic, who finds himself insolvent, may, under the 125th section of the Act, by filing a petition, admitting his insolvency, procure a meeting of his creditors to be summoned, and leave it to them to determine whether they will accept a surrender of his property for equal division among them. In this proceeding there is no limit as to the amount of indebtedness. The £50 limit has no reference to it. An insolvent who owes £5 only may avail himself of it as well as an insolvent who owes a million; nor has the limit of 10s. for dividend. There is no limit at all. If the property were to yield 19s. 11d. in the pound, that would not give him a right to a discharge. Whatever dividend the estate may yield, the debtor must depend for his discharge upon the voluntary act of a certain majority of his creditors. This state of the law is accurately stated by Mr. Davis (the stipendiary magistrate for Sheffield) in his examination before the select committee. The real difficulty in the poorer class of debtors availing themselves of these provisions lies, as Mr. Davis points out, in the amount of the fees payable to Government. This, however, might, if thought desirable, be met by a greatly reduced and graduated scale of fees; and such a plan, as it strikes me, would be better than the scheme recommended by the committee, of forming a fund by payments to be made by the debtor, which could only come out of his future earnings, thus perpetuating the very class distinction which the committee so strongly reprehend. But allow me to point out that the operation of the Bankruptcy Act 1869 is introduced as a divertion, and has really nothing to do with the question, because, if the existing jurisdiction is properly exercised, it would never be put in force against a man who is shown to be insolvent. In its proper exercise it would be confined to the dishonest debtor who has the means of paying, but obstinately refuses to apply them. And the question then resolves itself into this, whether, admitting that the redress for breach of a civil contract should be limited to a civil remedy, is not the imposition of a temporary restraint upon a man's liberty intended to coerce him into doing that which he ought to do and can do, and a restraint therefore which it is in his power at any time to get rid of, really a civil remedy, and not to be confounded with punishment for a crime? Undoubtedly the number of debtors imprisoned is appallingly great. It is, however, satisfactory to see from Mr. Norwood's returns that the number has been reduced from 7978 in 1871 to 6910 in 1872. I hope a still further reduction will be shown for the present year; but I feel strongly that the number is still excessive, and that if Parliament and the public can be induced to look at the question practically, and not theoretically or scientifically, the remedy for the evil that now exists in the number of imprisonments would be found not in abolishing the jurisdiction, but in regulating the manner of its exercise." "A COUNTY COURT JUDGE."

THE magistrates at Marlborough-street have announced their intention not to hear articled or managing clerks of attorneys.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.

THE INTERESTS OF THE PROFESSION.—I quite agree with your correspondent's remarks in your last impression that "no educated men are so inadequately paid" as solicitors. And why? Simply because they quietly submit to the injustice with the utmost complacency. It would be impossible to find outside the profession a body of men so utterly apathetic and indifferent, and so completely devoid of energy when their own interests are affected, as "our noble selves." I feel that in saying this I am only repeating what has been over and over again asserted. The older practitioners, whom we naturally expect to take the initiative, are, to a certain extent, responsible for this inertness. Wedded to the stereotyped procedure and traditions of the past, they look aghast when the slightest innovation is suggested. To some extent this is natural enough, and there has been quite enough of "innovation" of a certain kind already. Law is rapidly losing much of its cumbrous machinery and antiquated forms, and its reformers—with the best intentions, probably—have so far popularised it by establishing County Courts, Building Societies, and similar institutions. The result is, that by virtue of special legislation, the once needful offices of an attorney are frequently all but superseded. The registrar prepares the plaint for the "suitor;" the solicitor to the building club, at a ridiculously small fee, fills up and completes the printed conveyance or mortgage for the "member;" and thus the ball rolls, the independent practitioner, when one is employed on the other side, coming in for his full share of abuse because his charges are necessarily made out on a different scale. Now, it is the fear of incurring the bad graces of the client under these and similar circumstances that has brought about another grievance. Our charges are, as is well known, based upon a fixed scale, or, in some cases, upon a certain scale of commission. The public think both too high, and the Profession foolishly confirm that opinion by occasionally giving way. I should like to know who in the country would dare to uniformly enforce the taxing scale, much less that of the Law Society. The fact is that country attorneys are anything but true to themselves in the matter of remuneration. Underselling, I am afraid, is more frequently the rule than the exception. The Profession should condescend to take a lesson from the labouring classes, and stick together and "strike" now and again. No doubt this reprehensible "competition" is partially, though not by any means wholly, owing to the fact that agents compete (most improperly) for certain kinds of business which should rightly fall to our lot exclusively. These interlopers are readily supported in their nefarious traffic by the public, who fall an easy prey—though they don't think so—to their exactions; and although the attention of the attorneys must be repeatedly drawn to this empiric phlebotomy, yet no attempt in the interests of the Profession is made to suppress it! The best solution of the problem is to have, where practicable, an enforced scale of remuneration by commission in substitution of the "bill of costs." This time-honoured document does incalculable mischief to the Profession, when it gets into the hands of the laity. The scale of commission, however, should not be too high. In this respect the Law Society's scale is, I think, open to objection. Again solicitors should combine, and by acting in concert uphold their privileges and secure their full emoluments. Depend upon it, until the Profession makes its voice to be felt—not merely heard—it is quite hopeless to expect the abolition of "certificate duty" or any of the other innumerable grievances and restrictions to which we are so unjustly subjected. We are unfortunately attacked from within and without. Untrue to one another, we find ourselves weakest when we need to be strongest. A. B.

LAW AMENDMENT AND LAW PUBLICATIONS.—I willingly accept Mr. Lumley's assurance that all the sections of the amending statutes referred to are to be found in the New Sanitary Laws, although in a state of dislocation. I trust, however, that it is not presumptuous on my part to adhere to the opinion that every statute in such a work should be set out in full in order that the reader may have each in a complete form under his eye, and so be able to impress on his mind a knowledge of the contents. An excellent illustration of what a manual ought to be may be found in Mr. Taylor's Local Government Act 1858, comprising other statutes. Here the amended and the amending statutes are presented with equal distinctness. All amended sections are notified and a few words added describing the purport of the amendment. Reference is then given to the proper section of the amending statute, where the reader may find the amendment in full. In such a work any ordinary reader can "find his way about" without difficulty. There is no reason why larger compilations should not afford the same facilities. But it is not to be doubted that the feverish competition of publishers to be first in the field cramps and embarrasses men even of the highest professional distinction, and to some extent places them in a false position. In the case of Glen's Public Health Law, the grievance is, however, of a different complexion, and the responsibility belongs solely and exclusively to the publishers.

A CHAIRMAN OF A LOCAL BOARD.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.

Queries.

1. RELEASE OF DEBT BY WILL—LEGACY DUTY.—A. owes Testator £100. Testator by his will releases the debt. Is such debt liable to legacy duty?—Q.

2. PRACTICE IN THE COLONIES.—1. Can a clerk, having served his articles to a solicitor in this country and passed the necessary examination, commence practice in any of the colonies—*e.g.*, Queensland, Australia? 2. If so, are there any, and what steps to be taken to enable him to do so? 3. Is it necessary that he should state the fact to the Incorporated Law Society before signing articles.—AN ENQUIRER.

3. NOTICE TO QUIT.—Jones let a farm to Smith, Brown, and Robinson, as joint tenants from year to year with a proviso against underletting; Smith has ceased to occupy the farm, and a notice to quit was given to Robinson, which was addressed to Brown and Robinson only. Query, whether such a notice was a good notice against Smith, and can Jones eject Smith, Brown, and Robinson, and if so, against whom should the action of ejectment be brought? Please refer to cases. B.

4. AGENTS AND DEBT COLLECTORS.—Will any of the readers of the LAW TIMES inform me of the best course to pursue in proceeding against so-called "agents" and "debt collectors," who appear as advocates, and conduct cases in the County Court, and refer me to authorities on the subject? I presume that such "agents," who in the absence of the plaintiff undertake a cause, may be treated as violating the rights of an attorney (although they may appear as witnesses to testify as to the defendant's means), and be proceeded against accordingly. BURTON-ON-TRENT.

5. SUCCESSION DUTY ACT.—A., in 1840, purchases real estate, the consideration being partly cash and partly a life annuity to the vendor, duly charged and secured on the estate by deed of even date. A. dies in 1861, having by his will empowered trustees to sell the estate, which they do in 1871, subject to the annuity. In 1873 the annuity ceases by reason of the death of the annuitant. Is succession duty now payable in respect of the cesser of the annuity? And if so, on what principle should it be calculated, and by whom must it be borne? The purchaser of 1871, and present owner, is a stranger in blood to both A. and his vendor (the annuitant), who were strangers in blood to each other. INQUIRER.

6. LOCAL AUTHORITY UNDER THE GAS WORKS CLAUSES ACT.—By the Gas Works Clauses Act 1871, s. 35, gas companies are required to forward to the "local authority" certain annual statements of accounts. The provisions of this Act apply to every Gas Company who has obtained Parliamentary powers or any provisional order (under the authority of the Gas and Water Works Facilities Act 1870), since July 1871. There must, therefore, be many towns in England in which there are gas companies to which this section applies. Will any of your readers inform me who is the recognised "local authority" in the case of a market town not being a municipal corporation? A. F. W.

7. CONTRACT—DEBT—RUNNING ACCOUNTS, &c.—A. employs B. on a contract to thresh the corn A. then has, and B., by threshing on five occasions, finishes the contract. A. pays for occasions 1, 3, 4, and refuses to pay for 2 and 5 on account of imperfect work. B. puts A. into the County Court for 5 only, and succeeds by A.'s paying the sum into court. Can B. now County court A. for money due for occasion No. 2?—X.

Answers.

(Q. 66.) EJECTMENT.—Looking through some back numbers of the LAW TIMES, I notice this query, and the replies of "Jus." and "X. Y." It appears to me that the latter are not put as strongly in favour of the mortgagee as the cases cited and others fairly warrant. If the principal sum remain unpaid on the day named, the mortgagee can maintain ejectment against the mortgagor, although he remain in possession without giving him notice to quit or demanding possession. Where the mortgagee suffers the mortgagor to remain in possession, the latter is not tenant at will to the former, but at the most tenant by sufferance only, and may be treated as tenant or trespasser at the election of the mortgagee. (See the cases cited by "Jus." and *Partridge* v. *Bird*, 5 B & Ald. 604; s. c.; 1 D. R. 272.) The mortgagor is not entitled to possession in respect of his equitable estate, unless there is some agreement to the contrary; but he holds it solely at the will of the mortgagee, who may, at any time, without giving any prior notice, recover the same by ejectment against him, unless he is ready to pay principal, interest, and

costs: (St. 1017, 2 Sp. 641, 643.). In ejectment by mortgagee the mere fact of his having received interest on the mortgage loan to a time later than the day of the demise in the declaration, does not amount to a recognition by him, that the mortgagor or his tenant was in lawful possession of the premises till the time when such interest was paid, and consequently is no defence to the ejectment: (*Doe d. Rogers* v. *Cadwallader*, 2 B. & Ad. 473.) A. F. W.

(Q. 80.) MEMORANDUM OF DEED.—"Consuetudo" is unquestionably correct in the view which he takes. The right of one part owner to place a memorandum on deeds which relate to the common title cannot be admitted, but the permission to make such a memorandum may in many cases be properly asked and properly conceded. Take as a *reductio ad absurdum* of W.'s contention, the case of a conveyance by the same deed of Whiteacre to A. and of Blackacre to B. B. thinks fit to cut up Blackacre into ten or a thousand, or a million, lots, each of which he conveys to a different purchaser. According to W., each purchaser would be entitled to have an abstract of his conveyance indorsed on the original deed, the effect of course being to prejudice A.'s right by turning the original deed into a register of the title to Blackacre, in which A. has no interest. It is the clear right of a part-owner to insist that deeds relating to the common title shall not in any way be tampered with. As to indorsements of notice of charges, &c., see 2 Davidson Conv. part 2, 801-805, 3rd edit. Z. Y.

(Q. 86.) LOSS OF GOODS.—B. as A.'s agent, had presumably an implied authority to send back in the ordinary course, such goods as he did not approve. A. the owner, is the proper party to sue: (*Dutton* v. *Solomons*, 3 Bos. & Pul. 584; *Dawes* v. *Peck*, 8 Term Rep. 330.) Z. Y.

— An action against a carrier for loss of goods intrusted to him for conveyance should, in the absence of an express contract for the carriage of them, be by the owner of the goods as the party damnified. Where the goods have been delivered to the carrier to be conveyed to a person named by the consignor, the consignee is *prima facie* the owner of the goods: (Addison on Torts, 504, 4th edit.) Where the goods were sent merely for approval, the owner sued: (*Swain* v. *Shepherd*, 1 Moo. & Rob. 224). A. is the proper party to sue the Railway Company for the loss of the goods. A. A. R.

— The property in the goods remains in A., and he therefore is the proper party to sue: (*Swain* v. *Shepherd*, 1 Moo. & Rob. 224). H. G.

(Q. 87.) REMEDIES FOR DEBT—ACTION AND BANKRUPTCY—COSTS.—B. cannot compel payment of the costs of a debtor's summons in bankruptcy, where the debtor pays the debt before a petition is filed in bankruptcy thereon; many of the County Court judges have held this to be so. A. A. R.

— I think that B., having elected to accept the debt and costs in the action instead of petitioning for an adjudication, the court would not now entertain a new application for payment of costs of the summons. See the decisions of Goulburn, Commissioner, under the somewhat analogous sections of the Act of 1849: (*Ex parte Cornick*, 31 L. T. Rep. O. S. 346; *Anonymous* 5 L. T. Rep. N. S. 239). It may be doubted, notwithstanding the discretion as to costs given to the court by the Bankruptcy Rules of 1870 (186—189), whether in any case the costs of the debtor's summons can or ought properly to be charged against the debtor, where the debtor pays within the prescribed period, or where the proceedings do not culminate in an adjudication. Z. Y.

(Q. 88.) PROBATE DUTY WHEN EFFECTS DO NOT EXCEED £100.—The exemption has not been repealed. Z. Y.

— In the new edition of Prideaux, the mention of probate duty being chargeable where the effects are sworn under £100 is an error. The duty payable previously to 27 & 28 Vict. c. 56, was 10s. on the value of effects above £20 and under £100. Probate or letters of administration under £100 are now exempt: (sect. 5.) A. A. R.

(Q. 89.) FEMALE MORTGAGEE.—If the freehold is to pass the deed must be acknowledged. Z. Y.

— A female mortgagee having married should acknowledge the reconveyance upon the mortgage money being paid off. It is a disposition, release, and extinguishment of an estate which she and her husband have in her right in land: (sect. 77 of 3 & 4 Will. 4, c. 74.) An estate extends to any interest, charge, lien, or incumbrance in, upon, or affecting lands either at law or in equity: (see definitions same Act; see also Mr. Williams's observations at page 410, in his treatise on Personal Property, 8th edit. A. A. R.

— In this case (being a debt of the nature of an interest in land), it will be requisite for the female mortgagee to perfect the assurance by acknowledgment: (*Williams* v. *Cooke*, 4 Giff. 343; see also *Rees* v. *Keith*, 11 Sim. 388.) T. E. H.

— The reconveyance must be acknowledged. (Read sect. 77 of the Fines and Recoveries Act in connection with sect. 1, which defines "estate.") H. G.

Replication.

(Q. 56.) RIGHT OF WAY WITH DOGS THROUGH CHURCHYARD.—I do not see the inconsistency which "X" alleges to be contained in my reply. If, as "X" says, there is a public footway through the churchyard, such footway would, in my opinion, *primâ facie* extend to permit foot passengers to take dogs with them, or to wheel a hand-barrow, &c.—in short, to use the path as foot passengers do ordinarily use a path. If, however, there were no such highway, it would be absurd to suppose that there could be any custom established against the vicar which would compel him to admit dogs into the churchyard, whether accompanied by their masters or not. The due and proper use of a churchyard as such, surely does not require that the parishioners' dogs, much less those of the general public, should have access to it. Z. Y.

(Q. 84). RECONVEYANCE—COSTS.—A. A. R.'s answer of last week must, I think, be founded on a misconception. *Scrace* v. *Whittington* is inapplicable, surely. That was a case where one attorney did the work of another at the latter's request, and therefore differs widely from the case in question. H. G.

LAW SOCIETIES.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

SECOND DAY.

The proceedings were resumed at eleven o'clock, the president, Mr. Charles Pidcock, in the chair.

LAND TITLE AND TRANSFER BILL.

Mr. G. J. Johnson (Birmingham) read a paper on the Land Title and Transfer Bill. After premising that he should confine himself chiefly to the principles as distinguished from the details of the Bill, the writer proceeded to state that, in considering this or any other question of legal reform, the first thing to be done was to ascertain accurately what are the evils which it is supposed that the alteration will remove. These, he said, ranged themselves under the two chief heads of title and transfer, and, after describing the present state of the law as to both, continued: "To explain the cause of this state of things is foreign to the purpose of this paper, and would require a volume to do it properly. Suffice it to say that it is not, as is generally supposed, the fault of the lawyers. It is the result of a succession of contrivances extending through centuries to evade the restrictions of feudalism, and to enable Englishmen to gratify one of their strongest instincts, viz., to deal with their land as they please, and without anybody but the persons concerned knowing anything about it. As for a long time this had to be done indirectly, and by means of all sorts of subtle contrivances, it is not to be wondered at, although it may be regretted, that our law of real property is as complicated as it is. But, whatever be the cause of this complication, it appears to me clear that the complexity is an evil, and if it be possible to simplify it it ought to be simplified; and if it be not possible it must be because the lawyers of the present generation are not as astute as their predecessors, who invented the contrivances of fines and recoveries, the doctrine of uses, lease and release, and other means of escape from a system which had become unsuitable to the growing wants of the community in which they lived. At the outset we are met with the initial difficulty of all alterations in any established system, especially one which has been slowly built up during six centuries, and that is how we are to effect the transition from the old system to the new. The popular notion is that you have only to pass a short statute to that effect, that from and after the commencement of this Act all lands and interests in lands shall be transferable in like manner as stock in the books of the governor and company of the Bank of England, and the thing is done. All lawyers know that, at present, this is impossible, for these among other reasons:—

"1. In the case of stock only one kind of interest is recognised, namely, the absolute ownership, whereas for centuries past all kinds of interests in possession, reversion, remainder, and expectancy, to say nothing of other partial interests, such as mortgages and leases, have been freely created out of and are clothed with the legal ownership; and in addition to these there is the still greater mass of beneficial and equitable interests.

"2. The stockholder cannot encroach upon the boundaries of any other stockholder, or be encroached upon by him; nor is he entitled to, nor can he be made subject to, any of the rights over other people's property which lawyers call easements. In the case of land the determination of my boundaries and rights is in reality the determination of the boundaries and rights of every adjoining owner.

"3. In the case of stock there is the starting point of registered absolute ownership, which is the desideratum in landed property.

"Now, unless we are prepared to register every tenant in possession of land as the absolute owner thereof, which is seen to be absurd as soon as stated, this starting point can only be got in one of two ways:—

"1. By investigating the title of the present owner, and if such title be found to be good, placing him on the register, and certifying his ownership.

"2. By putting any person on the register who shows an apparently good title, leaving it to the operation of the Statutes of Limitation to perfect such title.

"The first of these modes has the merit of securing a clear starting point, and was the foundation of Lord Westbury's Act of 1862, and of Lord Cranworth's Declaration of Title Act of the same session. It has been tried, and has failed in the sense that only a comparatively small number of applications to place lands on the register have been made, and the number of such applications is decreasing.

"The reasons for this failure are clearly shown in the report of the Royal Commission of 1869 to be, not the opposition of one branch of the Profession, but the danger, delay, and cost of having, in all cases, to prove a sixty years' marketable title, and to settle the boundaries as against adjoining owners.

"To put the matter plainly, the landowners of England think the advantages of registration too dear at the price required to obtain it. The Land Transfer Bill of last session, therefore, proposes to adopt the second mode—to make registration easier, at the sacrifice of some of the advantages of the Acts of 1862. The settlement of boundaries is, in all cases, to be optional with the applicant (Section 35) and he has a choice of three modes of registration:

"1. With absolute certified title; if, after investigation, a twenty years' good holding title is shown.

"2. With limited certified title, *i.e.*, limited to a date selected by the applicant.

"3. Simple registration, in which the date of registration is the starting point.

"It is obvious that in the two latter cases the attainment of the chief benefit of registration, viz., indefeasibility of title, superseding any further investigation, is postponed until by the operation of the Statutes of Limitation the documents placed on the register as the root of the title is secured from impeachment. Until that time arrives, the previous title must be shown and investigated as at present. So also, unless the boundaries are settled as against adjoining owners, and such boundaries must be verified by evidence independent of the register. In these points the scheme is inferior to Lord Westbury's; but, as it is quite clear that the landowners of England will not have the greater benefits of Lord Westbury's scheme on the onerous conditions on which alone it is possible, there is no way to get a starting point other than that proposed by the Bill of last session, viz., beginning with the best provisional one which can be conveniently got, and trusting to time to cure all its original imperfections. To accelerate the ripening of registered titles not certified as absolute at the time of registration, Lord Selborne proposes, by the Real Property Limitation Bill, to shorten by one-half the present statutory periods of limitation."

Then, after describing the technical processes of registration and transfer as proposed by Lord Selborne's Bill, and the question of the necessary publicity of the register, the paper summed up the question thus:—

"As to registered dispositions by registered owners (*i.e.*, absolute sales, mortgages, or, as the Acts call them, charges), certainty of title will be ultimately secured, and, if reasonable facilities are given for searching the register, facility of transfer will be promoted. As to all other dispositions (*i.e.*, all unregistered dispositions by legal owners, and all dispositions by equitable owners), the measure will not affect the present modes of alienation, but will simply add the cost of investigating the registered title to the present. Of the two parts of the Bill, therefore, the provisions as to title seem to be clear and certain in their operation; but the provisions as to transfers appear to be incomplete in theory and uncertain in practice, and to require some years' experience before it can be ascertained whether they are workable or not. In order to place before the meeting certain definite points for discussion, I submit the following as tentative, and not dogmatical propositions:

"1. That so much of the Bill as concerns the registration of title is good, and should be supported by the Profession, as solving the difficulty of ultimately clearing all titles placed on the register without the costs of a previous judicial investigation, and avoiding the other difficulties which have been found so inimical to the general adoption of the Act of 1862.

"2. That the provisions as to transfer require, in order to the rapid and safe transaction of business, an open register.

"3. That the proposed machinery of caveats is susceptible of improvement.

"4. That provisions as to mortgages, or, as they are in future to be called, charges, appear to need very careful revision.

"5. As before observed, the establishment of District Registries appears absolutely essential to the proper working of the scheme, and I submit that the basis of the index of registration should be the parcels identified by a map, and not by the names of the parties, as the best mode of ensuring facility and accuracy of search. On this point I would direct attention to the very clear pamphlet of Mr. George Whitcombe, of Gloucester.

"6. The provisions in the Bill, as to solicitors, are some of them satisfactory, and some very much the reverse. Section 164, enabling the Board of Registry to make rules for our remuneration, based on the principle of a percentage sum of an *ad valorem* scale, is a step in the right direction.

The expression, 'or other agents,' which occurs in Sections 12, 36, 46, 160, and 164, should be either omitted altogether or defined to mean agents of solicitors only. The confidence now necessarily reposed in solicitors in transactions in real property will be quite as necessary under the new procedure as it is now; and it is not too much to require that no person should be permitted to engage in these transactions as agent for any other person except he be thoroughly competent, and be under the control which solicitors now are.

"Lastly. I contend that, even with the most perfect system that can be devised *a priori*, much alteration will be found to be necessary in its practical working, and that, until a satisfactory system has been established and verified by experience, it is highly inexpedient to make registration compulsory after two years, as it is proposed to do by sect. 18. I venture on this head to repeat in substance what I stated in a paper read on this subject at the last meeting at Bristol—that the history both of attempted and actual legislation on this matter is a warning against making provisions compulsory until they have been fairly tried and found to be workable. From the year 1830 to the year 1853 the proper remedy for the admitted evils of real property law was supposed to be a registry of deeds. It was recommended by the Real Property Commissioners in 1830, and embodied in numerous Bills introduced from that time until the year 1850, and in the latter year the Registration and Conveyancing Commission formally reported that this salutary improvement was continually frustrated by the persistent opposition of attorneys and solicitors. In the year 1853 another attempt was made to establish a register of deeds, and the select committee to whom the Bill was referred investigated the whole question, and reported that we had all along been right and the public and the theorists were wrong, and that registration of deeds would do more harm than good. From that time registration of deeds (which for a quarter of a century had been the favourite panacea for all the evils of real property law) was discarded in favour of a scheme of registration of title. This latter scheme was embodied in the legislation of 1862, which in its turn has failed in its original shape, and it is about to be improved by Lord Selborne's Bill. The provisions in the measure now before us are new and untried, and, great as is their apparent superiority to the provisions of 1862, we can never be sure that any measure is good until it has been decided by experience; and, having regard to the fact that all dealings with real property (unlike making fresh rules of practice in the courts) are permanent in their character, I maintain it is most unadvisable to make this measure compulsory, unless and until it has been fairly tried, and that, therefore, sect. 18 ought to be struck out of the Bill."

Mr. J. Murray (London) read a paper on "Registration of Assurances."

The President said the admirable paper of Mr. Johnson was so exhaustive that very little more was to be said on the subject. It must strike everyone that the Bill was a most important one; and should it pass in its present state it would seriously affect not only the interests of the Profession, but their clients at large. Most of the legal reforms had increased the expense of conveyancing instead of diminishing them; and the question was whether they would be increased should this measure pass. He did not doubt that they would. It appeared to him that should the Bill pass in its present shape real property would be transferred in the same way as railway stock and other personal property. Whether that would be beneficial to the community or not was another question.

After some discussion, in which Mr. Burton, (London) Mr. Miller (Bristol), and Mr. Southall (Worcester), took part.

Mr. Shaen (London) proposed: "This meeting, whilst approving generally of the principle on which Lord Selborne's Bill is founded as to the registration of titles, is of opinion that until the provisions as to transfer are tested by experience it is highly inexpedient to make registration compulsory."

Mr. Dees (Newcastle-upon-Tyne) seconded the motion.

Mr. Torre (London) thought the society should not commit itself to any opinion on the subject until it felt itself fully qualified to do so. Mr. Johnson's paper had thrown all the light possible on the subject, which he thought should be brought under the notice of the Lord Chancellor and Lord Cairns; and he suggested, with Mr. Johnson's permission, that a copy of his paper should be sent to each of their Lordships.

Mr. Sutherland proposed an amendment, that the principle of registration of titles merely should be approved; which was seconded by Mr. Winterbotham, but negatived; the original motion being carried.

Mr. A. Ryland (Birmingham) proposed that Mr. Johnson's paper be printed, and circulated among the law societies and others, with a request for an expression of their views upon the points therein raised.

Mr. C. E. Mathews seconded the motion, and it was carried.

[We reserve a portion of the report of the proceedings until next week, owing to pressure on our space.]

SOLICITORS' BENEVOLENT ASSOCIATION.

THE thirty-first half-yearly general meeting of the members of this association took place on Wednesday, the 22nd Oct., at the Masonic Rooms, New-street, Birmingham, Mr. William Simmons Allen, of Birmingham, in the chair.

The report of the directors, as follows, was taken as read:

The directors, in compliance with the 16th rule of the association, present the thirty-first half-yearly report of its progress and operations.

Since April last sixty-six additional members have been elected, making, with those elected during the previous half-year, 146 new members gained during the year; a rate of increase so far satisfactory that it is in excess of that of the previous year.

The association has now 2262 members enrolled, of whom 791 are life and 1491 annual subscribers. Twenty-two of the life members are also annual subscribers.

In consequence of the absence of the auditors from London in the Autumn of the year, it has frequently been a matter of difficulty to present an audited balance-sheet of the accounts made up to the month preceding that in which the autumnal meeting is held. The directors have, on this occasion, had the half-yearly account completed to the 31st Aug. and, with the sanction of the meeting, they propose, in future, to close the half-yearly balance-sheets with the close of the months of February and August.

From the balance-sheet for the five months ending 31st Aug which the directors now present, it will be seen that the receipts during that time have amounted to £4716 2s. 9d., which, with those of the previous half-year make a total of £6382 4s. 4d. received during the eleven months.

The directors have much pleasure in reporting a munificent legacy (duty free) of £3000 under the will of the late Miss Hannah Brackenbury, of Brighton; and a legacy of £10 4s. 8d. under the will of the late Miss Margaret Collin, of Bishopwearmouth; a further donation of £100 from Mr. John Clayton, of Newcastle-upon-Tyne, the present chairman of the board; and a further donation of £47, from the executors of the late Mrs. Frances Sarah Clowes, of London.

During the five months included in the account the directors have expended in grants to the necessitous families of eight deceased members of the association the sum of £255, and during the same period £210 to the necessitous families of twenty-five deceased non-members. These amounts, with those of the previous half-year, give a total of £655 paid within the eleven months to the necessitous families of nineteen deceased members, and of £405 to the necessitous families of forty-six deceased non-members, making in the whole £1060 expended in general relief during the past eleven months.

The anniversary festival of the association took place in June last, by permission of the council of the Incorporated Law Society, in their new lecture hall, and was presided over by the Hon. Mr. Justice Denman. His Lordship was supported by his brother, Lord Denman, his son, G. L. Denman, Esq., and by many members of both branches of the Profession. The festival was well attended, and a net addition of £620 to the funds of the association was the result.

Since the last report the directors have invested a further sum of £3800 in the purchase of Indian Four per Cents, the total funded capital of the association being now £28,032 8s. 3d. stock—consisting of £6'83 3s. 3d. Three per Cent. Consols; £7803 17s. 8d. Indian Five per Cents; £9425 17s. 4d. Indian Four per Cents; £3907 London and North-Western Railway Four per Cent. Perpetual Debenture Stock; £250 London and St. Katharine Docks Four per Cent. Debenture Stock; and £62 10s. Three per Cent Reduced Annuities, producing together annual dividends amounting to £1117.

A balance of £251 9s. 5d. remains to the credit of the Association with the Union Bank of London, and a sum of £15 is in the secretary's hands.

The decease of their respected colleagues, Mr. James Sharp, of Southampton, recorded in their last report, and Mr. Charles Edward Ward, of Bristol, which has since taken place, with the retirement of Mr. William Carter, of London, having created three vacancies at the board, Mr. William Eastlake, of Plymouth, Mr. Leiws Fry, of Bristol, and Mr. Harry Smith Styan, of London, have been elected to fill them. The directors deeply regret to have also to record the recent death of Mr. Thomas Kennedy, of London, who had been a member of the board since the foundation of the Association, and whose place they have not yet filled up.

The directors and auditors will complete, at this ensuing general meeting, the term of office for which they were elected; but are eligible and willing to continue their services if re-appointed.

It is proposed to elect a third auditor, in pursuance of the power now given by the 17th Rule, and the name of Mr. John Henry Kays, solicitor, New Inn, London, a life member of the association is, with his concurrence, submitted for your approval.

The directors have had great pleasure in appointing the present general meeting to take place at Birmingham, where the Association met last in 1862, and they sincerely hope that one result of this renewal of the society's visit will be a large increase in the number of its supporters in that important town.

(Signed, on behalf of the board,)

JOHN CLAYTON, Chairman.

The Chairman, in moving the adoption of the report, observed that, although Birmingham had not contributed so much to the association as it might have done, looking at the strength of their body in that town, it was satisfactory to see that there was a steady increase in the number of members of the association, and he was glad to be able to announce that several members of the Profession in Birmingham had forwarded additional donations to the society's funds. He had been very much struck with the prudence and liberality which characterised the operations of the board in the relief which it distributed. Applications had been made from Birmingham, and had been referred to him, as the local director there, for inquiry, and in every case there had been a careful desire on the part of the directors in London to know what the real merits of the case were. When the applicant was deserving, and the assistance given was usefully applied, aid had been repeatedly granted. He had pleasure in calling attention to an item in the receipts—namely, a bequest of £3000 (legacy duty free) under the will of the late Miss Hannah Brackenbury, of Brighton. He hoped that the admirable example of Miss Brackenbury, in helping their association would be borne in mind by the members of the Profession throughout the kingdom as one worthy of their own adoption. He had great pleasure in moving that the report and statement of accounts now presented be received, adopted, and printed for circulation in the usual way.

Mr. R. A. Payne (of Liverpool) seconded the resolution, which was unanimously agreed to, and he took occasion at the same time to hand in a long list of new subscribers at Liverpool which he had succeeded in obtaining prior to his leaving home.

On the motion of Mr. C. Pidcock (of Worcester), seconded by Mr. W. H. Guest (of Manchester), a vote of thanks was passed to the directors and auditors for their services during the year.

On the motion of Mr. G. J. Johnson (of Birmingham), seconded by Mr. J. Rider (of Leeds), the directors and auditors were re-appointed for the ensuing year.

Mr. E. W. Williamson (of London), secretary of the Incorporated Law Society, was added to the list of directors, in the room of Mr. Thomas Kennedy, of London, deceased; Mr. John Henry Kays, of New Inn, London, was appointed an additional auditor; and a vote of thanks having been passed to the chairman for presiding, the meeting, which was fairly attended, terminated.

ARTICLED CLERKS' SOCIETY.

THE annual meeting of this society was held at 1, Milford-lane, Strand, on Wednesday last. Mr. Hanhart in the chair.

The committee and officers presented the annual reports, which were very satisfactory in every respect.

New officers and committee were elected, and the society commenced its new session under very favourable auspices.

BRISTOL ARTICLED CLERKS' DEBATING SOCIETY.

A MEETING of this society was held at the Law Library, Small-street, on Monday evening, the 20th inst., J. Inskip, Esq., solicitor, in the chair. Mr. Baylis opened in the affirmative on the subject, "Was the case of *Coddington* v. *Paleologo* (15 L. T. Rep. N. S. 581; 15 W. R. 961), rightly decided?" Mr. A. C. Castle opposed, and the question was ultimately carried on the side of Mr. Baylis by a small majority.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

J. TRAILL, ESQ.

THE late James Traill, Esq., of Hobbister, in the Isle of Orkney, and of Rattar, Caithness-shire, formerly police magistrate in London, Greenwich, and Woolwich, who died on the 17th ult., at Worthing, Sussex, in the seventy-ninth year of his age, was the second but eldest surviving son of the late James Traill, Esq., of Rattar, some time sheriff of the county of Caithness; his mother was Lady Janet, second daughter of William, tenth Earl of Caithness, and he was born in the year 1794. He was educated at Glasgow and at Balliol College, Oxford, and was called to the Bar by the Honourable Society of the Middle Temple in Michaelmas Term 1820. Mr. Traill for many years discharged the duties of magistrate at Greenwich, and also previously at the then Union Hall Police-court in London. The deceased's position as a magistrate extended from the year 1838 down to Jan. 1868, when he retired. Mr. Traill married, in 1824, Caroline, youngest daughter of the late William Whateley, Esq., of Handsworth, Staffordshire, and by her, who died in 1858, he has left issue.

VICE-CHANCELLOR WICKENS.

THE late Vice-Chancellor Sir John Wickens, who died on the 23rd ult., at his residence, Chilgrove, near Chichester, in the fifty-ninth year of his age, was the second son of the late James Stephen Wickens, Esq., solicitor, of Chandos-street, Cavendish-square, London, by Anne Goodenough, daughter of John Hayter, Esq., of Winterbourne Stoke, Wilts, and sister of the Right Hon. Sir William Goodenough Hayter, of Southill Park, Berks. He was born in the year 1815, and was educated under Dr. Keate at Eton, where he obtained the Newcastle Scholarship, and soon afterwards he was elected to an open scholarship at Balliol College, Oxford, then in the height of its first successes under the late Dr. Jenkins, afterwards Dean of Wells. At Oxford he closed his undergraduate career, during which he obtained, among other distinctions, the Newdigate Prize for English Verse, by taking his Bachelor's degree in Michaelmas Term 1836, as a "double first class." He did not, however, obtain the much coveted honour of a Balliol Fellowship, as his facetious propensities had shown themselves in several practical jokes against the master and tutors of his college, which appeared to them to render it extremely doubtful whether he would ever settle down into a staid, sober, and demure "Don," such as they who congregated in the Balliol Common Room. He afterwards settled in London to study for the Bar, and in Easter Term 1840, he was called by the Honourable Society of Lincoln's-inn, and in a short time obtained a considerable practice. His reputation as an equity draftsman while at the Bar was very great, and he was believed to possess a most accurrate acquaintance with the science of Chancery pleading, which, as most of our readers know, is a branch of knowledge not now much cultivated. In 1868 he was appointed to succeed the present Lord Justice James, who was then made a Vice-Chancellor of England, as Vice-Chancellor of the Duchy of Lancaster, a position which has often proved a stepping stone to the bench of the High Court of Chancery. Mr. Wickens held at the same time another office which is now looked upon as giving its occupant a still greater claim to a judgeship. He acted for some time as what is called the Attorney-General's "Devil" in Equity. In April, 1871, the deceased judge succeeded Sir John Stuart, on his resignation, as one of the Vice-Chancellors of England. The career of Sir John Wickens on the judicial bench, though so short, was sufficient to show that he possessed the very highest qualities which can be looked for in an equity judge. Indeed, he had showed himself to be abundantly endowed with these even when practising at the Bar. There was always something fair and judicial in his arguments as an advocate. In his judicial capacity Sir John Wickens was called upon to deal with a number of difficult cases, including, in particular, many which involved the constructions of wills, and very few of his decisions were called in question with success. His name is perhaps best known to the public as the judge who decided the case of *Aylesford* v. *Morris*, which at the time was very much canvassed in all quarters. Vice-Chancellor Wickens, it will be remembered, relieved the Earl of Aylesford from a bargain by which he had agreed to pay within six months of his attaining his majority interest at the rate of sixty per cent. for a loan of money, and the Vice-Chancellor's decision was in March last upheld on appeal by the Lord Chancellor and the Lords Justices. He was a stuff gownsman down to his elevation to the Bench, an appointment which he held for many years as Equity Junior to the Attorney-General being incompatible with his taking silk, and he never aspired to a seat in Parliament. "Sir John Wickens," says a contemporary, "was one of those men whose elevation did not place a distance between himself and his contemporaries at the Bar. He was always easy and unaffected in his manners, both in and out of court, and even since his elevation to the Bench the Vice-Chancellor walking away from his court with his cigar in his lips was not an unfamiliar figure in the precincts of Lincoln's Inn." The late Vice-Chancellor Wickens married, in 1845, Harriet Frances, daughter of William Davey, Esq., of Cowley House, Gloucestershire, by whom he leaves a family to lament his loss.

SIR W. EDEN, BART.

THE late Sir William Eden, Bart., of Windlestone Hall, in the county of Durham, late Custos Brevium of the Court of Common Pleas, who died on the 21st ult., in the seventieth year of his age, was the eldest surviving son of the late Sir Frederick Morton Eden, Bart., of Maryland, U.S. (who died in 1809), by Anne, daughter of James Paul Smith, Esq., of New Bond-street, and was born in the year 1803. He succeeded to his father's title, on the death of his brother, in 1814, and to that of his cousin, the late Sir Robert Johnson-Eden, Bart., of West Auckland, in 1844. Sir William was a magistrate and deputy-lieutenant for the county of Durham, and served as high sheriff of that county in 1848. He was also for many years Custos Brevium of the Court of Common Pleas until the abolition of that office, when he retired with a pension, and he was likewise formerly Major of the Durham Militia. According to Sir Bernard Burke, the family of the late baronet is descended from Robert de Eden, who died in 1413; and they have received two peerages, in the persons of Lord Henley and Lord Auckland. The baronetcy of West Auckland was conferred, in 1672, upon Robert Eden, Esq., of that place, M.P. for Durham, and that of Maryland in 1776, on the governor of the province of Maryland, who was the second son of the third baronet of the older creation. The issue of the eldest son having become extinct in 1844, the representation of the family and of the two baronetcies devolved on Sir William Eden, the baronet now deceased. The late baronet married in 1844 Elfrida, youngest daughter of Colonel Iremonger, of Wherwell Priory, Hampshire, by whom he had a family of four sons and five daughters. His eldest surviving son, William, who now succeeds to the title and estates, was born in 1849.

THE COURTS & COURT PAPERS.

SITTINGS AND CAUSE LIST FOR MICHAELMAS TERM 1873.

Equity Courts.

Court of Appeal in Chancery.

(Before the LORD CHANCELLOR.)

At Westminster.

Monday	Nov.	3	Appeal motions

At Lincoln's-inn.

Tuesday	Nov.	4	Appeals
Wednesday		5	Ditto
Thursday		6	Ditto
Friday		7	Petitions and appeals
Monday		10	Appeals
Tuesday		11	Ditto
Wednesday		12	Appeal motions and appeals
Thursday		13	Appeals
Friday		14	Ditto
Monday		17	Ditto
Tuesday		18	Ditto
Wednesday		19	Appeal motions and appeals
Thursday		20	Appeals
Friday		21	Petitions and appeals
Monday		24	Appeals
Tuesday		25	Appeal motions and appeals

The Lord Chancellor will (except on Saturdays) during Term usually sit in full Court with the Lords Justices of the Court of Appeal.

(Before the LORDS JUSTICES.)

At Westminster.

Monday	Nov.	3	Appeal motions

At Lincoln's-inn.

Tuesday	Nov.	4	Appeals
Wednesday		5	Ditto
Thursday		6	Ditto
Friday		7	Bankrupt appeals and appeals
Saturday		8	Petitions in lunacy and appeal petitions
Monday		10	Appeals
Tuesday		11	Appeals from the County Palatine of Lancaster, appeals from the Stannaries Court, and appeals
Wednesday		12	Appeal motions and appeals
Thursday		13	Appeals
Friday		14	Bankrupt appeals and appeals
Saturday		15	Petitions in lunacy and appeal petitions
Monday		17	Appeals
Tuesday		18	Ditto
Wednesday		19	Appeal motions and appeals
Thursday		20	Appeals
Friday		21	Bankrupt appeals and appeals
Saturday		22	Petitions in lunacy and appeal petitions
Monday		24	Appeals
Tuesday		25	Appeal motions and appeals

Such days (if any) as the Lords Justices shall be sitting with the Lord Chancellor or the Judicial Committee of the Privy Council are excepted.

Appeal Motions.

Re Middleton Cotton Spinning and Manufacturing Company (Limited), and Company's Acts; *ex parte* Drousfield
Re same Company; *ex parte* Clegg
Re Bank of Hindustan, China, and Japan (Limited), and Company's Acts (Campbell's case)
Re same Bank (Hippesley's case)
Re same Bank (Alison's case)
Carter v. Stevens
Re Metropolitan Carriage and Repository Company (Limited), and Company's Acts; *ex parte* Official Liquidator
Elmslie v. Beresford
Imperial Land Company of Marseilles v. Masterman
Re Matlock Old Bath Hydropathic Company (Limited), and Company's Acts (case of Manchester Finance Company)
Re same Company (Maynard's case)

Appeals.

Cavander v. Bulteel
Dallas v. Wells
Bromilow v. Pilkington
Elmer v. Creasy
Selby v. Nettlefold
City of London Brewery Company (Limited) v. Tennant
Conn v. Garland

Rolls Court.

At Westminster.

Monday	Nov.	3	Motions

At Chancery-lane.

Tuesday	Nov.	4	General paper
Wednesday		5	Ditto
Thursday		6	Ditto
Friday		7	Ditto
Saturday		8	Petitions, short causes, adjourned summonses, and general paper
Monday		10	General paper
Tuesday		11	Ditto
Wednesday		12	Ditto
Thursday		13	Motions and general paper
Friday		14	General paper
Saturday		15	Petitions, short causes, adjourned summonses, and general paper
Monday		17	General paper
Tuesday		18	Ditto
Wednesday		19	Ditto
Thursday		20	Motions and general paper
Friday		21	General paper
Saturday		22	Petitions, short causes, adjourned summonses, and general paper
Monday		24	General paper
Tuesday		25	Motions and general paper

At the Rolls, unopposed petitions must be presented, and copies left with the secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard.

Causes set down previous to Transfer.

Benson v. Winkworth
Hay v. Bates
Clowes v. Hogg
Wood v. Wood
King v. Dixon
Pritchard v. Collette
Collette v. Pritchard
Patrick v. Gye
Ridgway v. Ridgway
Ridgway v. Ridgway

Remaining Causes transferred from the Books of the Vice Chancellors Sir R. MALINS *and Sir* J. WICKENS, *by Order dated 2nd May* 1873.

Hards v. King
Fortune v. Thompson
Innes v. Mathias
Boatwright v. Boatwright
Marler v. Tommas
Chambers v. Saffery
Scott v. Laver
Lewis v. Musgrove
Neal v. Pearce
Power v. Williams
Trethewy v. Helyar
Hadwen v. Kenworthy
Thomas v. Thomas
Chambers v. Chambers
Retallick v. Huxham
Cameron v. Leyland
Salmon v. Brooks
Wood v. Wood
Rowlandson v. Mercer
Murrell v. Ferryman
Wagstaff v. Kemp
Wilkinson v. Wilkinson
The Comptoir D'Escompte de Paris v. The Consolidated Bank (Limited)
Sidney v. Sidney
Gibson v. Woodruff
Enfield v. Roscoe
Clarke v. Allison
Dent v. Hoye
Hill v. Hill
Burton v. Maw
Mapleson v. Bentham
Clarke v. Clarke
Somes v. Renton
Hill v. Fry
Hayne v. Hayne
Rowe v. Rowe
Graesser v. Crowther
White v. Matthews
White v. Latters
Kenworthy v. Coffin
Faulkner v. Kershaw
Mair v. Mair
Cleary v. Kennington
The Blake Sole Sewing Machine Company (Limited) v. Hart
Wynne v. The North Staffordshire Railway Company
Bolton v. White
Overend, Gurney, and Co. (Limited) v. Brett
Stokes v. King
Fletcher v. Fletcher
Holland v. Gutch
Hodges v. Wieland
Martin v. Kent Coast Railway Company
Maxfield v. Burton
Outin v. Heathcote
Larkins v. Phipps
The Ystalyfera Iron Co. v. The Neath and Brecon Railway Co.
Budd v. The Neath and Brecon Railway Co.
Cruickshank v. Bland
Bartlett v. Weeks
Rice v. Castle
Steers v. Eveleigh
Rowsell v. Morris
Watson v. Boss
Jeffrey v. Hopkins
Smith v. Keysell
Pearson v. Hall
Nicholson v. Welch
Jackson v. Paul
Brayshay v. Robinson
Kellaway, pauper, v. Douglas
The Ramsgate District Local Board v. Daniel
Dickson v. Dickson
Averill v. Beeston
Holden v. Holden
Smith v. Smith

Causes set down since the Transfer.

Matthews v. Roberts
Fulford v. Hilliard
St. John's College Cambridge v. Earl of Effingham
Newcomen v. Wharton
Sackville v. Smyth
Birks v. Wells
Glegg v. Rees
Holroyd v. Ackroyd
Frankish v. Morris
The Thames Iron Works, Ship Building, Engineering, and Dry Dock Company (Limited) v. Nisbet
Radcliffe v. Banks
Wright v. Johnston
Graham v. Drewe
Daniel v. Lloyd
Sanders v. Pooley
Jarvis v. Bergheim
Ward v. Lawson
Meek v. Corfield
Oliver v. Oliver
Blaxhall v. Allan
Haselfoot v. Boyd
Few v. Berry
Johnson v. Rawlinson
Dugdale v. Hays
Reid v. Dunnan
Harrison v. Bagnall
Webb v. Tulk
Greaves v. Lund
Basnett v. Moxon
Adie v. Clark
Myers v. Smith
Fuller v. South African Silver and Copper Mining Company (Limited)
Reason v. Mills
May v. Potter
O'Donoghue v. Lamb
Watson v. Watson
Ibbetson v May
Smith v. Holroyd
Mitchelson v. Thompson
Waring v. Currey
Jones v. Church
Bond v. Surman
Homes v. Postlethwaite
Grant v. Provest
Raiuford v. Moreton
Newell v. Keene
Meyrick v. Mathias
Reid v. Johnston
Miller v. Crockett
Harris v. Andrews
Jolly v. Ford
Evans v. Evans
Blackburn v. Lamb
Meek, Knt. v. Webster
Mulcaster v. Bell
Joseph v. Emanuel
Berry v. Gibbons
Gibbons v. Gibbons
Smith v. Hart
Line v. Hall
Coulson v. York—York v. Coulson
The Patent Marine Inventions Co. (Limited) v. Chadburn
Icke v. Underhill
Robinson v. Evans
Lord Abinger v. Ashton
Minet v. Morgan
Owen v. Symonds
Nicholson v. Knott
Lea v. Lea
Taylor v. Rule
Lacy v. Waite
Pratt v. Carnsew
Miller v. Crockett
Atherton v. Merriman
Still v. Elliott
Price v. Baines

V.C. Malins' Court.

At Westminster.

Monday ..... Nov. 3 Motions

At Lincoln's-inn.

Tuesday ..... Nov. 4 General paper
Wednesday ..... 5 Ditto
Thursday ..... 6 Ditto
Friday ..... 7 Petitions and general paper
Saturday ..... 8 Short causes, adjourned summonses, and general paper

Monday ..... 10 General paper
Tuesday ..... 11 Ditto
Wednesday ..... 12 Ditto
Thursday ..... 13 Motions and general paper
Friday ..... 14 Petitions and general paper
Saturday ..... 15 Short causes, adjourned summonses, and general paper

Monday ..... 17 County Court appeals and general paper

Tuesday ..... 18 General paper
Wednesday ..... 19 Ditto
Thursday ..... 20 Motions and general paper
Friday ..... 21 Petitions and general paper
Saturday ..... 22 Short causes, adjourned summonses, and general paper

Monday ..... 24 General paper
Tuesday ..... 25 Motions and general paper

Causes.

The Cassel Colliery Co. (Lim) v. The Anglo-German Mining and Compressed Fuel and Fire Clay Co.
Smith v. Government Stock Investment Co.
Smith v. Government Stock Investment Co.
Coulthurst v. Smith
Hatton v. Haywood
Trowell v. Spreckley
Denny v. Morris
Armstrong v. Holmes
Bide v. Harrison
Maxwell v. Maxwell
United Lands Co. (Lim.) v. Great Eastern Ry. Co.
Davies v. Howells
Prescott v. Barker
Maynard v. Eaton
Raggett v. Findlater
Pidsley v. Pidsley
Hawks v. Longridge
Hanson v. Leighton
Harvey v. Horry
Digby v. Ward
Candy v. Candy
The Nowgong Tea Co. of Assam (Lim.) (by Official Liquidator) v. Barry
Wilts and Berks Canal Navigation Co. v. Swindon Water Works Co. (Lim.)
Burgess v. Bennett
Mayor, &c., of Hastings v. Ivall
Emson v. Saffron Walden Ry. Co.
Blakey v. Rushworth
De Witte v. Denne
Hall v. Harland
Jones v. Habershon
Bain v. Percy
Smith v. Grant
Whitely v. Kemp
Brock v. Cridland
Newman v. Hendy
Kent v. Kent
Nind v. Church
Schollick v. Edye
Pickering v. Ager
Wilson v. Thornbury
Taylor v. East London Ry. Co.
Taylor v. East London Ry. Co.
Pudge v. Pudge
Randell v. Samels
Kelsey v. Kelsey
Bryan v. Moss
Parks v. Briscoe
Street v. Bonsor
Canter v. Wodehouse
Pizzey v. Wilkinson
Barrett v. Beck
Flood v. Hampden
Kettle v. Drayner
Barnes v. Barnes
Goodwin v. Gray
Reece v. Reece
Lloyd v. Finlay
Walker v. Dobson
De Bay v. Griffin
Plumer v. Gregory
Reunick v. Kino
Darcy v. Batt
Blackmore v. Tuck
Bradshaw v. Congreve
Bright, Knt. v. Marcoartu
Webster v. Malcolm
Jupp v. Callaway
Maunsell v. Payne
Ffrench v. The British Commercial Insurance Company (Limited)
Gruning v. Smethurst
Torrens v. Hilliard
Whitaker v. Whitaker
Belcher v. Green
Allen v. Lewis
Stewart v. Lupton
Gould v. Clavey
Barnston v. Barnston
Laurie v. Hemsworth
Carey v. Lloyd
Mortimer v. Ring
Caballero v. Henty
Cleaver v. Jones
Rotch v. Marshall
Murrell v. Elkins
Pollard v. Wright
Johnson v. Bailey
Camm v. Read
Hockin v. Hockin
Bailey v. Hartley
Gibson v. Taylor
MacLellan v. Buchanan
Wilson v. Compton
Johnson v. Johnson
Devereux v. Dickson
Delaney v. Hodgson
Topken v. Parrott
Hancock v. Heaton
Parker v. McKenna
Gatecliff v. Ward
Colson v. Norris
Pemberton v. Barnes
Burnand v. Taylor
Whelpdale v. Crosse
Lloyd v. Evans
White v. Witt
Brown v. Beet
Kitchin v. Ibbetson
Souch v. East London Railway Company
Peel v. Smith
Ex parte Brain and others
Humphrey v. Lawson
Moody v. Martin
Lane v. Salt
Thynne v. Day
Okey v. Hogg
Cayless v. Sills
Leach v. Smith
Koelbel v. Gardner
Prince v. Dear
Harding v. Spiller
Thomas v. Howell
Palmer v. Akers
Smith v. Smith
Moses v. James
Maddin v. Driscoll
Fisher v. Harrison
May v. May
Armstrong v. Armstrong
Day v. Steward
Lucas v. Siggers
Higgs v. Ritherdon
Stephenson v. Stephenson
Perring v. Trail
Nalborough v. Jackaman
Sedlmaier v. Lawrie
Hooper v. Hooper
Trebilcock v. Thomas
Collins v. Thorn
Blayney v. Lawrence
Pearce v. London Tramways Company (Limited)
Vickers v. Dicks
Shelton v. Kidman
Ball v. Connett
Wier v. Gisborne
Ward v. Ramsden
Angell v. Angell
Sykes v. Wilde
Dutton v. Hockenhull
Smith v. Smith
Rodgers & Sons (Limited) v. Rodgers
Stafford v. Heaton
Parr v. Nunn
Blacque v. Rowlinson
Howell v. Lloyd
Whittet v. Hooper
Moate v. Moate
Oakes v. Oakes
Collins v. Slade

V.C. Bacon's Court.

At Westminster.

Monday ..... Nov. 3 Motions

At Lincoln's-inn.

Tuesday ..... Nov. 4 General paper
Wednesday ..... 5 Ditto
Thursday ..... 6 Ditto
Friday ..... Nov. 7 General paper
Saturday ..... 8 Petitions, short causes, and general paper

Monday ..... 10 *In Bankruptcy*
Tuesday ..... 11 General paper
Wednesday ..... 12 Ditto
Thursday ..... 13 Motions and adjourned summonses

Friday ..... 14 General paper
Saturday ..... 15 Petitions, short causes, and general paper

Monday ..... 17 *In Bankruptcy*
Tuesday ..... 18 General paper
Wednesday ..... 19 Ditto
Thursday ..... 20 Motions and adjourned summonses

Friday ..... 21 General paper
Saturday ..... 22 Petitions, short causes, and general paper

Monday ..... 24 *In Bankruptcy*
Tuesday ..... 25 Motions and adjourned summonses

Causes set down previous to Transfer.

The Isle of Wight Oyster Fishery Co. (Lim.) v. The Corporation of Newport (I. of W.)
Heath v. Crealock
Moon v. The Original Hartlepool Collieries Co. (Lim.)
Batchelor v. Bladon
Howes v. Phillips
Great Western Insurance Co. v. Cunliffe
Treacher & Co. (Limited) v. Treacher
Burke v. Keith
Churchill v. Portsea Island Gas Light Co.
Youde v. Cloud
London and Provincial Marine Insurance Co. v. Seymour
Taylor v. Fisher
King v. Sherrott
Whittaker v. Whittaker
Bousfield v. Bousfield
Pinchard v. Fellows
Harbesing v. Laing
Laing v. Zeden
Bailey v. Schweitzer
Giffard v. Phillips
Baxter v. Chapman
Smith v. Keene
De Brito v. Hillel
Tucker v. Dimsdale
Middleton v. Barker
Wilson v. The Furness Ry. Co.

Remaining Causes transferred from the Books of the Vice-Chancellors Sir R. MALINS *and Sir* J. WICKENS, *by Order dated 9th June* 1873.

Avis v. Avis
Yardley v. Holland
Baker v. Wilbraham
Heron v. Davey
Brown v. Towell
Gallagher v. Fleming
Towell v. Brown
Wylam v. Watts
Rudge v. Bennett
Ramm v. Taylor
James v. James
Healey v. Borough of Batley
Latham v. Chartered Bank of India, China, and Australia
Lewis v. Lewis
Pickering v. Chadwick
Colquhoun, Knt. v. Courtenay
Carter v. Henstridge
Horn v. King
Countess de Palatiano v. Hartley
Bell v. London and South-Western Bank (Lim.)
Gott v. Gott
Swain v. Swain
Schank v. Scott, Bart.
Fox v. Heinke
Blakeley v. Crawshaw
Dixon v. Fisken
Singer v. Audsley
Wickham v. Fitz-Worlock
Dick v. Montague
Hoe v. Thorpe
Greg v. Sagar
Barton v. Hobson
Ive v. Smith
Gwynne v. Great Eastern Railway Co.
Greaves v. Smith
Smith v. Butler
Moore v. Ross
Bumpus v. Bumpus
Woodford v. Brooking
Coghlan v. Kempe
Mackrell v. Notley
Shaw v. Longbottom
Driver v. Driver
Porter v. Bell
Dubois v. Charsley
Cooper v. Green
Mutlow v. S. H. Bigg
Cole v. Scott
Green v. Cooper
Rumboll v. Taylor
Wilson v. Northampton and Banbury Junction Railway Company
Snelling v. Thomas
Paine v. Jones
Fisher v. Russell
Robins v. Rose
Parker v. Trigg
Parnell v. Stevens
Tomlinson v. Lowe
Bulley v. Bulley
Baron Greville v. Greville
Berry v. Harris
Dean v. Butt—Stephenson v. Butt
Evans v. Verrall
Bird v. Bird's Patent Deodorising and Utilising Sewage Co. (Limited)
Worthington v. Curtis
Earl Waldegrave v. Bastard
Lancaster v. Walker
Moon v. Veale
Bates v. Eley
Eley v. Bates
Hooper v. Abell

Causes set down since the Transfer.

Edmundson v. Hargreaves
Mackett v. Bayliss
Attorney-General v. The Furness Railway Co.
Fothergill v. Rickards
Forbes v. Black
Williams v. Evans
Hyde v. Large
Wood v. Harrogate Improvement Commissioners
Levy v. Creighton
Hoggarth v. Simpson
Vaughan v. Halliday
Adkins v. The Common Council of City of London
Walker v. Hellawell
Norris v. Barber
Clark v. Adie
Maule v. Davis
Sykes v. Smith
Lownds v. Williams
Earle v. Appleyard
Attorney-General v. Metropolitan Board of Works
Gibbon v. Fox
Stenhouse v. Davidson

V.C. Wickens' Court.

At Westminster.

Monday ..... Nov. 3 Motions

At Lincoln's-inn.

Tuesday ..... Nov. 4 General paper
Wednesday ..... 5 Ditto
Thursday ..... 6 Ditto
Friday ..... 7 Petitions, adjourned summonses, and general paper
Saturday ..... 8 Short causes, adjourned summonses, and general paper

Monday ..... 10 General paper
Tuesday ..... 11 Ditto
Wednesday ..... 12 Ditto
Thursday ..... 13 Motions, adjourned summonses, and general paper

Friday ..... 14 Petitions, adjourned summonses, and general paper
Saturday ..... 15 Short causes, adjourned summonses, and general paper

Monday ..... 17 General paper
Tuesday ..... Nov. 18 General paper
Wednesday ..... 19 Ditto
Thursday ..... 20 Motions, adjourned summonses, and general paper

Friday ..... 21 Petitions, adjourned summonses, and general paper

Saturday ..... 22 Short causes, adjourned summonses and general paper

Monday ..... 24 General paper
Tuesday ..... 25 Motions and general paper

Causes.

Lyall v. Fluker
Stanford v. Fane
Adams v. North British Railway Co.
Magdalen College, Oxford v. Bateman.
Perham v. Legge
Perham v. Legge
Wordsworth v. Crawshaw
Bullocke v. Bullocke
Griffiths v. Bedborough
Rowed v. Saunders
Sheffield v. Gray
Arnold v. Jervis
Watts v. Watts
Attorney-General v. The Mayor, &c. of Barnsley
Littledale v. Bickersteth
Wilkinson v. Elster
Turner v. Turner
Williams v. Lucas
Newbald v. Hale
Blackstock v. Blackstock—Ashman v. Blackstock
Davies v. Eggar
Lewthwaite v. Lowthwaite
Wilson v. Coffin
Sugg v. Foster
Waring v. Scamp
Groom v. Savery
Marshall v. Redford
Murton v. Bigham
Braffield v. Scriven
Pritchard v. Roberts
Leese v. Martin
Fennings v. Fain
Sampill v. The Queensland Sheep Investment Company (Limited)
Radloff v. Le Lievre
Clipperton v. Cartwright
Bell v. Bell
Re John Evans' Estate—Evans v. Evans
Wright v. Wright
De la Rue v. Marshall
The Powell Duffryn Steam Coal Co. (Limited) v. The Taff Vale Railway Co.
Boydell v. Thornewell
Wright v. Larkin
Darley v. Entwisle
Pickard v. Pickard
Gardner v. Burbury
Spraggett v. Spraggett
Gael v. Fenwick
Binns v. Fisher
Iver v. Armstrong
Oddy v. Green
Marshall v. Marshall
Christie v. Ovington
Cator v. Drew
Curnick v. Tucker
Oldham v. Oldham
Gill v. Downing
Robins v. Gillam
Lake v. Baylay
Tyssen v. Stacey
Bolton v. Adams
Lovibond v. Perryn
Angell v. Wilkinson
Augell v. Ronald
Hare v. Topham
Gwynne v. Coulthurst
Viant v. Hart
M'Callan v. Goodle
Attorney-General v. Ray
Burbury v. Burbury
Blackstock v. Ashman
Chamberlain v. Chamberlain
Howlett v. Cole
Turner v. London & South Western Railway Company
Tosswill v. Gillman
Ashman v. Blackstock.
Horwood v. Penny
Carnegie v. Carnegie
Horton v. Hall
Wilkes v. Wilkes
Beckett v. Buckley
Haynes v. Earl
Wagstaff v. Colvin
Hodges v. Patrick
Browne v. White
Dickinson v. Parr
Wilson v. Wilson
Payne v. Wright
Gray v. Denton
Cook v. Needham
Hayes v. Wright
Dimsdale v. Frith
Silverthorne v. Spokes
Campbell v. Francis
De Lisle v. Hodges
Hastie v. Pilcher
Alleyne v. Alleyne
Harrisson v. Laver
Richardson v. Mallcott
Cook v. Gingall
Benson v. Tyson
De Tourville v. Barton
Truman v. Manners-Sutton
Peters v. Haine
Waldy v. Bradshaw
Master v. Richards
Saull v. Saull
Stansfield v. Peverall
Hopkin v. Ollard
Groom v. Groom
Crawshay v. Crawshay
Boutmy v. Boutmy
Boutmy v. Burdett
Rhodes v. Rhodes
Atkinson v. Jones
Cope v. Evans
Brown v. Rye
Walker v. Lawton
Hunter v. Wortley
Grimley v. Arnold
Hervey v. Hervey
Darke v. Clough
Darke v. Starr
Miller v. Miller
Lauza v. Lewin
Baron Howard of Glossop v. Earl of Shrewsbury
Lane v. Sewell
Whitehouse v. Horton
Slack v. Stott
Adams v. Norris
Littlefield v. Plomer
Wilson v. Wilson
Wakefield v. Mattock
Coulson v. Tyrrell
Humphrys v. Bull
Tetley v. Dunwell
Gillespie v. Howard
Price v. Ray
Bruce v. Le Cerf
Brown v. Moore
Milliken v. Lowe
Goolson v. Richardson
Perry v. Bacon
Hargreaves v. Bold
Marsh v. Marsh
Kidd v. Tallentine
De Tourville v. Beswick
Boynton v. Boynton
Broadhurst v. Mellor
Fischer v. Edbrooke
Adcock v. Robinson
Havelock v. Priestly
Laidler v. Laidler
West v. Binns
Thomas v. Davies
Gray v. Bateman
Haines v. Ricketts
Cann v. Cann

Any causes intended to be heard as short causes before the Master of the Rolls or either of the Vice-Chancellors must be so marked at least one clear day before the same can be put in the paper to be so heard.

N.B.—In Vice-Chancellor Wickens' Court no cause, motion for decree or further consideration, can, except by order of the court, be marked to stand over, if it be within twelve of the last cause or matter in the printed paper of the day for hearing.

Common Law Courts.

Court of Probate.

Wednesday ..... Nov. 5
Thursday 6
Friday 7
Saturday 8
Wednesday ..... Nov. 12
Thursday 13
Friday 14
Saturday 15

CAUSES.

Court itself.

Beale v. Beale (otherwise Jones) and others
Caulton and Caulton v. Wrench
Slater v. Scattergood and others
Murray v. Murray
Presland v. Longueville
Harris and Pittam v. Simons and others
Wood v. Wood
Gibbons v. Lowe
Hawke v. Hawke
Jackson v. Jackson
Harvey v. Peck and Johnson

Jury Causes.

Tichborne v. Tichborne
Durant v. Durant and Blackett and others cited
Bird and others v. Bird
Spencer and Simpson v. Pepperdine.
Tatham v. Tatham and Tatham and others cited
Lemm v. Hawkins and others. Smith cited
Boyes v. Wall and Barrett
Emanuel and Salomon v. Braham
Earwaker v. Stedman and Stedman
Heaword v. Hardon and Hardon
Marsh and Cookson v. Anderton
Copeman and Prest v. Wrout
Baylis & Shirley v. Smith
John and John v. Ellis and others
Ruston v. Evans & Evans. Wade & Rogers intervening
Carter v. Johnson & Johnson
Bulley v. Daubeny
Hangaton and Griffith v. Elliott
Adams v. Edgley
Turner v. Broadwood
Burrage v. Burrage
Gayler & Gayler v. M'Cleish
Blackett v. Blackett
Hough and Hough v. Brandreth and Brandreth
White and others v. Halford and others
Chantrell v. Chantrell and Lamb
Brackpool v. Patterson
Robins and Finglass v. Brain and Brain
Gregory v. Davison
Carter v. Timmings
Shaw v. Still and others

Court for Divorce and Matrimonial Causes.

Full Court ..... Wednesday, Nov. 12

TRIALS BY JURY.

Wednesday	Nov. 19	Friday	5
Thursday	20	Saturday	6
Friday	21	Wednesday	10
Saturday	22	Thursday	11
Wednesday	26	Friday	12
Thursday	27	Saturday	13
Friday	28	Wednesday	17
Saturday	29	Thursday	18
Wednesday	Dec. 3	Friday	19
Thursday	4	Saturday	20

Full Court—Appeals.

Chaldecott v. Chaldecott and Cartwright
Powell v. Powell and Jones
Eyre v. Eyre
Erskine v. Erskine

Before the Court itself—Undefended.

Duval v. Marks, falsely called Duval
Bailey v. Bailey
Van Neirop v. Van Neirop
Knowles v. Knowles and Joyce
Grant Dalton v. Fooks, otherwise Millemau, falsely called Grant Dalton
Butcher v. Butcher
Moody v. Moody
Knight v. Knight & Phipps
Relf v. Relf, Pressley, and Wild
Gwinneth v. Gwinneth
Chapman v. Chapman and Ruddock
Hughes v. Hughes
Greenwood v. Greenwood
Richmond v. Richmond
Royston v. Royston
Stevenson v. Stevenson
Hall v. Hall
Baker v. Baker & Williams
Somerset v. Somerset
Smith v. Smith
Monck v. Monck
Forier, falsely called Wheeler v. Wheeler
O'Brien v. O'Brien
Cowne v. Cowne
Tombs v. Tombs
West v. West, Bailey, and Blessed
McNicol v. McNicol and Bedo
Rousby v. Rousby
Sissons v. Sissons
Wilkinson v. Wilkinson
Hopper v. Hopper
Millward v. Millward and Sheard
Scott v. Scott and Burnett
Kirk v. Kirk and Burgess
Hawkins v. Hawkins
Warren v. Warren, Oliver, and Granville
Babbage v. Babbage
Olliver v. Olliver
Brewer v. Brewer and Dark
Bartholomew v. Bartholomew and Gorman
Howden v. Howden
Stotherd v. Stotherd, Montgomery and Moore
Edmonds v. Edmonds
Martin v. Martin & Beaver
Parfait v. Parfait and Perry
Bumford v. Bumford and Burdett
Thompson v. Thompson, Evans, and Brothers
Norman v. Norman
Hare v. Hare
Needham v. Needham
Myers v. Myers
Tullock v. Tullock and Waylen
Thomas v. Thomas
Smith v. Smith
Broadhead v. Broadhead
Cuthbertson v. Cuthbertson
Whitchurch v. Whitchurch and Butler
Birsby v. Birkby
Anthony v. Anthony
Gill v. Gill and Slater
Atkins v. Atkins
Allan v. Allan and Somerville
Casson v. Casson & Morton
Richardson v. Richardson and Pringle
Carroll v. Carroll and Maxwell
Cook v. Cook
Nettleton v. Nettleton and Stevens
Tittensor v. Tittensor and Darby
Price v. Price
Porter v. Porter
Toyne v. Toyne
McWean v. McWean, Orr, and Goldsworthy
Eldred v. Eldred
Harrison v. Harrison
Loveday v. Loveday and Cornwell
Fagg v. Fagg
Schottlander v. Schottlander
Baker v. Baker
Saward, falsely called Atwell v. Atwell (*in camera*)
Maginn v. Maginn & Hayes
Waller v. Waller & Roberts

Before the Court itself—Defended.

Fitzgerald v. Fitzgerald
Costerton v. Costerton
Hampden v. Hampden and Thomas
Collett v. Collett & Bruckshaw
Fitzgerald v. Fitzgerald (Queen's Proctor intervening)
Firebrace v. Firebrace
Noah v. Noah
Smithies v. Smithies
Sykes v. Sykes and Adolpho
Sadler v. Sadler
Pilsbury v. Pilsbury
Follit v. Follit
Plaw v. Plaw and Lemon
Nurse v. Nurse and Tomlin
Giacometti v. Giacometti
Watkins v. Watkins
Sisterson v. Sisterson
Eagleton v. Eagleton
Steel v. Steel
Pratt v. Pratt and Spry
Schleier v. Schleier
Fraser v. Fraser
Johnstone v. Johnstone H.M.Att-Gen. & Hawkins
Smith v. Smith
Hope v. Hope and Erdody
Morris v. Morris & Taylor
Walker v. Walker & Dickson and De Gil, otherwise D'Oliverey
Roberts v. Roberts & Clarke
Lawrence v. Lawrence and Mills
Morris v. Morris and Jones
Patchett v. Patchett
Essell v. Essell & Harding
Jackson v. Jackson
Bingley v. Bingley
Campbell v. Campbell, Totten and Doggett
Palmer v. Palmer & Moon
Wild v. Wild & Perkinton
Pearen v. Pearen & Pearen, otherwise Pearce
Staplee v. Staplee
Tregidgo v. Tregidgo
Fairmaner v. Fairmaner
Wilks v. Wilks and Paolini
Harper v. Harper & Lyttle (Queen's Proctor intervening)
Tanner v. Tanner
Noverre falsely called Bridgman v. Bridgman (*in camera*)
Singleton v. Singleton

Special Jury Causes.

Benn v. Benn, Okeden and Whitson—Benn v. Benn
Houson v. Houson and Trueman
Cooper v. Cooper, and Queen's Proctor intervening
Long v. Long and Richardson
Smith v. Smith
Rubery v. Rubery and Wakefield
Wood v. Wood
Shapland v. Shapland; Shapland v. Shapland
Bridges v. Bridges and Macaulay, (Queen's Proctor intervening)
Rhodes v. Rhodes and Curtis
Edwards v. Edwards and Barker
Morris v. Morris
Kingsley v. Kingsley
Archdall v. Archdall and La Touche
Bright v. Bright (Queen's Proctor intervening)
Hughes v. Hughes and Muirhead
Daggers v. Daggers and Robinson
Stanford v. Stanford
Wentworth v. Wentworth and Buscarlet
Logan v. Logan and Rat—Logan v. Logan
Trueman v. Trueman and Shaw
Hunt v. Hunt, Wicks, Collins and Leonard
Powell v. Powell and Jones
Fraser v. Fraser
Tilbrook v. Tilbrook
Hill v. Hill and Abell (Queen's Proctor intervening)
Suddick v. Suddick and Glendenning (Queen's Proctor intervening)
Palmer v. Palmer
Fisher v. Fisher and Jones (Queen's Proctor intervening)
Cleland v. Cleland and Fluke—Cleland v. Cleland
Miller v. Miller
Boughton v. Boughton
Coupland v. Coupland and Coupland
Milward v. Milward—Milward v. Milward

Common Jury Causes.

Gregg v. Gregg, Ward and Padmore
Parker v. Parker
Gething v. Gething and Baxendale — Gething v. Gething
Amery v. Amery
Frame v. Frame
Batcheler v. Batcheler
Gilbert v. Gilbert, Spencer and Gade
Newton v. Newton, Allen and Sills
Dorn v. Dorn, Welham and Towtell
Brown v. Brown and Crellin
Thompson v. Thompson and Baxter
Lang v. Lang and Prior
Greenwood v. Greenwood and Greenwood
Newton v. Newton and Hamlen
Brand v. Brand
Clarson v. Clarson and Newton
Clark v. Clark
Glover v. Glover
Child v. Child
Townsend v. Townsend and Snowdon

CAUSES standing over by consent or otherwise; to be replaced in the List of Causes for Hearing on the Petitioner giving ten days' notice in writing to the other parties for whom an appearance has been entered, and filing a copy of such notice in the Registry.

Harker v. Harker
Senior v. Senior
Tolson v. Tolson
Williamson v. Williamson and Hudson
Tatlock v. Dufaur de Loubooy, falsely called Tatlock
Colburn v. Colburn
Barlow v. Barlow
Robinson v. Robinson
Strong v. Strong
Hayes v. Hayes, Kiddy, and Bakewell
Scott v. Scott and Jones
Gabb v. Gabb and Marshall
Whitcombe v. Whitcombe
Fernando v. Shaw, falsely called Fernando
Klashen, falsely called Hughes, v. Hughes (*in camera*).

The judge will sit in chambers to hear summonses at half-past ten o'clock, and in court to hear motions at twelve o'clock, on Tuesday, Nov. 4, and on each succeeding Tuesday until Tuesday, Dec. 16, inclusive.

All papers for motions on Tuesday, Nov. 4, must be left with the clerk of the papers in the Registry of the Court of Probate at Doctors' Commons, or with the chief clerk of the Registry of the Court for Divorce and Matrimonial Causes at Doctors' Commons, before two o'clock on the preceding Wednesday, and for motions on subsequent Tuesdays before two o'clock on the preceding Thursdays.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Oct. 17.

GREGSON and SON, attorneys and solicitors, Rochford and Southend. Oct. 4. (William Gregson and William Gregson, jun.) Debts by Gregson, jun.

PAYNE and NELSON, solicitors in Chancery and attorneys, King's-rd, Bedford-row. Oct. 14. (Thomas William Payne and Joseph Dunn Nelson)

Gazette, Oct. 21.

JENKINS and PRICE, attorneys and solicitors, Tavistock-st Covent-gdn, and Guildford st, Chertsey. June 24. (Thomas Moses Jenkins and Arthur Rolls Price)

Bankrupts.

Gazette, Oct. 24.

To surrender in the Country.

ADDISON, GEORGE, gentleman, Bath. Pet. Oct. 22. Reg. Smith. Sur. Nov. 5
GARDNER, JOSEPH, butcher, Ware. Pet. Oct. 18. Dep-Reg. Hawks. Sur. Nov. 6
HOLYOAKE, LYTTLETON, esq., Ombersley. Pet. Oct. 20. Sur. Nov. 7
POOLE, CHARLES, attorney, Pudsey. Pet. Oct. 21. Reg. Robinson. Sur. Nov. 7
SWIFT, HENRY, no occupation, Stoke-on-Trent. Pet. Oct. 22. Dep-Reg. Marshall. Sur. Nov. 8
TAYLOR, THOMAS, and WILDES, HENRY, joiners, Hyde, near Stockport. Pet. Oct. 20. Reg. Hall. Sur. Nov. 13

Gazette, Oct. 28.

To surrender at the Bankrupts' Court, Basinghall-street.

BUDGETT, JOHN SHARON BURGESS, surgeon, King's-pl, Commercial-rd. Pet. Oct. 23. Reg. Roche. Sur. Nov. 11
DENNYS, EDWARD LASCELLES, retired Major-General of Her Majesty's Indian army, Ledbury-rd, Bayswater. Pet. Oct. 24. Reg. Brougham. Sur. Nov. 11
PARK, JAMES ALLAN, Cadogan-ter, Sloane-st. Pet. Oct. 24. Reg. Brougham. Sur. Nov. 19

To surrender in the Country.

AMBLER, JOHN, ale dealer, Sale. Pet. Oct. 23. Reg. Kay. Sur. Nov. 13
BYAM, EDWARD G., captain in H. M.'s army, Woolston, near Southampton. Pet. Oct. 23. Reg. Thorndike. Sur. Nov. 11
HUTTON, ALEXANDER, silk agent, Nottingham. Pet. Oct. 24. Reg. Patchitt. Sur. Nov. 10
SIMPSON, CHARLES, builder, Kingston-upon-Hull. Pet. Oct. 24. Reg. Phillips. Sur. Nov. 8
SPICER, WILLIAM, baker, Wareham. Pet. Oct. 24. Reg. Dickinson. Sur. Nov. 7

BANKRUPTCIES ANNULLED.

Gazette, Oct. 21.

ABRAHAMS, ABRAHAM, boot warehouseman, Bath. June 3, 1873

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Oct. 24.

ABEL, GEORGE, schoolmaster, Brighton. Pet. Oct. 20. Nov. 10, at three, at office of Sols. Black, Freeman, and Gell, Brighton
ADAMS, SARAH, widow, of no occupation, Longton. Pet. Oct. 18. Nov. 4, at eleven, at office of Sol. Stevenson, Hanley
AVIS, EDWARD HORWOOD, transfer printer, Birmingham. Pet. Oct. 20. Nov. 5, at twelve, at office of Sols. Jaif and Goule, Birmingham
BATTY, JOHN, wholesale druggist, Hull. Pet. Oct. 20. Nov. 5, at twelve, at offices of Sols. Stead and Sibree, Hull
BELCHER, NAPOLEON, and STAGG, WILLIAM, brewers, Hassard-st, Hackney-rd. Pet. Oct. 21. Nov. 13, at twelve, at offices of Sols. Duffield and Bruty, Tokenhouse-yd
BISHOP, WILLIAM ROBERT, butcher, Broadway, Ealing. Pet. Oct. 14. Nov. 4, at three, at the New-inn, Ealing. Sol. Philp, Hayes
BLAKE, FRANCIS THOMAS, shipbuilder, Hope Shipbuilding-yard, Northfleet. Pet. Oct. 23. Nov. 20, at three, at Barnard, Clark, M'Lean, and Co., Lothbury. Sols. Messrs. Beard, Basinghall-st
BOND, WILLIAM, innkeeper, Callington. Pet. Oct. 21. Nov. 8, at eleven, at office of Sol. Peter, Callington
BOWERS, JAMES, miller, Windermere-rd, Upper Holloway. Pet. Oct. 21. Nov. 6, at two, at 13, Southampton-bldgs, Chancery-la. Sol. Lydall
BROOKE, WILLIAM, hotel keeper, Essex-st, Strand. Pet. Oct. 22. Nov. 13, at three, at office of Sols. Grout and Stephenson, Suffolk-la, Cannon-st
BROOKS, FREDERICK, out of business, Malden-rd, Kentish-town. Pet. Oct. 22. Nov. 11, at twelve, at office of Sols. Smith and Vickers, Southampton-bldgs, Holborn
BROWN, DAVID, tailor, Bolton. Pet. Oct. 20. Nov. 6, at three, at office of Sol. Gooden, Manchester
CARTER, ROBERT, gold chain maker, Birmingham. Pet. Oct. 20. Nov. 6, at eleven, at office of Sol. Davies, Birmingham
CHESTER, WILLIAM HENRY, commission merchant, Liverpool. Pet. Oct. 22. Nov. 19, at three, at office of Sols. Barrell and Rodway, Liverpool
CHRISTIE, JAMES COKE, wine merchant, Liverpool. Pet. Oct. 21. Nov. 13, at three, at office of Sols. Barrell and Rodway, Liverpool
COLLINGE, JAMES, provision dealer, Manchester. Pet. Oct. 22. Nov. 7, at three, at offices of Sol. Murray, Manchester
CREESE, THOMAS, farmer, Powick and Maddersfield. Pet. Oct. 21. Nov. 7, at three, at the Reindeer inn, Worcester. Sol. Parry, Birmingham
DAVIDSON, RICHARD, tailor, St. Helen's. Pet. Oct. 21. Nov. 5, at three, at office of Sol. Ritson, Liverpool
DEAN, WILLIAM, grocer, Manchester. Pet. Oct. 21. Nov. 5, at two, at Crowther and Co., accountants, Manchester. Sol. Salt, Tunstall
FELTON, JAMES, bootmaker, Bradford. Pet. Oct. 20. Nov. 4, at ten, at office of Sol. Rhodes, Bradford
FITZMAURICE, THOMAS, wholesale provision dealer, Manchester. Pet. Oct. 21. Nov. 11, at three, at the Waterloo hotel, Manchester. Sol. Bent, Manchester
FORRESTER, JARVIS, in lodgings, Longton. Pet Oct. 16. Nov. 6, at eleven, at offices of Sol. Welch, Longton
FRANKLYN, BENJAMIN, tailor, King's-rd, Chelsea. Pet. Oct. 22. Nov. 20, at eleven, at Slater and Panell, Guildhall-chbs. Sols. Messrs. Beard, Basinghall-st
GARDINER, GEORGE, bricklayer, Huddersfield. Pet. Oct. 21. Nov. 11, at eleven, at office of Sol. Sykes, Huddersfield
GIBSON, GEORGE, tailor, Knaresborough. Pet. Oct. 21. Nov. 8, at twelve, at office of Sols. Messrs. Kirby, Knaresborough
GREEN, JOSEPH, innkeeper, Milford. Pet. Oct. 21. Nov. 5, at half-past one, at the Townhall, Carmarthen. Sol. Lloyd, Haverfordwest
GROVES, ANNA, baker, Webber-st, Blackfriars-rd. Pet. Oct. 14. Oct. 31, at three, at the Claremont Arms, Upper Grange-road, Bermondsey. Sol. Porter, Leadenhall-st
HARRIS, CHARLES BUTLER, clerk in holy orders, Dunstable. Pet. Oct. 23. Nov. 12, at eleven, at Lovelock and Whiffen, Coleman-st. Sol. Robinson, Old Broad st
HARRISON, ROBERT, tailor, Barnsley. Pet. Oct. 18. Nov. 11, at twelve, at the Royal hotel, Barnsley
HARVEY, JAMES, grocer, Newport. Pet. Oct. 20. Nov. 5, at eleven, at Nicholls and Leatherdale, Old Jewry-chmbs. Sol. Joyce, Newport
HARWOOD, THOMAS, plumber, Bolton. Pet. Oct. 22. Nov. 7, at three, at office of Sol. Dawson, Bolton
HEALD, BENJAMIN, fruiterer, Stockton. Pet. Oct. 20. Nov. 7, at two, at the Station hotel, Stockton. Sol. Robinson, Darlington
HENNER, CORD, tailor, High Holborn. Pet. Oct. 17. Nov. 4, at three, at office of Sol. Swaine, Cheapside
HOWARD, HENRY ROBERT, stonemason, Watford. Pet. Oct. 20. Nov. 12, at three, at Sols. Jones, Tindale, and Grove
JOHNSON, ELIZABETH, out of business, Harborne. Pet. Oct. 10. Nov. 4, at eleven, at offices of Sol. Davies, Birmingham
JONAS, JOHN, jun., furniture broker, Manchester. Pet. Oct. 23. Nov. 7, at three, at the Royal hotel, Crew. Sol. Salt, Tunstall
JONES, ROBERT WILLIAM, apothecary, St. Thomas's Hospital, Lambeth. Pet. Oct. 22. Nov. 19, at four, at office of Sol. Robinson, Temple-chmbs, Fleet-st
KOHN, ADOLPH, importer of Bohemian glass ware, Gerrard-st, Soho. Pet. Oct. 22. Nov. 8, at half-past ten, at office of Sol. Buchanan, Basinghall st
LAMBARD, GEORGE, smith, Mare-st, Hackney. Pet. Oct. 2. Oct. 31, at twelve, at office of Mr. Hudgell, 37, Gresham-st
LANGFIELD, EDWIN, no occupation, Maidenhead. Pet. Oct. 22. Nov. 6, at eleven, at office of Sols. Fletcher, St. Paul, Lynch, and Smith, Staple-inn, Holborn
LAWRENCE, RICHARD, farmer, Swinfen-farm, near Lichfield. Pet. Oct. 20. Nov. 7, at twelve, at office of Sols. Barnes and Russell, Lichfield
LEONARD, EDWARD, jun., stationer, High-st, Cheltenham. Pet. Oct. 20. Nov. 5, at eleven, at office of Sol. Marshall, Cheltenham
LEWIS, THOMAS, builder, Twerton. Pet. Oct. 21. Nov. 6, at twelve, at office of Sol. Wilton, Bath
MILTON, WILLIAM, grocer, Tower-st, Waterloo-rd. Pet. Oct. 13. Nov. 4, at three, at 41, Gutter-la, Cheapside
MOTTERAM, GEORGE HENRY, paper dealer, Grand Junction-st, gardener, Coleshill-la, Fulham-rd. Pet. Oct. 20. Nov. 6, at twelve, at office of Sols. Smith and Vickers, Southampton-bldgs, Holborn
PEEDHAM, WILLIAM, journeyman joiner, Nottingham. Pet. Oct. 23. Nov. 10, at eleven, at C. Rogers, Willoughby-house, Pavement, Nottingham. Sol. Black
NICHOLSON, GEORGE, grocer, Horsforth, near Leeds. Pet. Oct 18. Nov. 10, at three, at office of Sol. Granger, Leeds
PARRATT, GEORGE FREDERICK, no occupation, Marylebone-rd. Pet. Oct. 15. Nov. 6, at two, at Lovelock and Whiffin, accountants, 14, Coleman-st. Sol. Starkey, Angel-ct, Throgmorton-street
PARTRIDGE, FREDERICK, machinist, Stoke. Pet. Oct. 20. Nov. 4, at one, at the Lamb Hotel, Nantwich. Sol. Lisle, Nantwich, and Crewe
PEACEY, ARTHUR THOMAS, out of business, St. Paul's rd, Cannonbury. Pet. Oct. 23. Nov. 15, at three, at office of Sol. Downing, Basinghall-st
PERMAN, WILLIAM, yeoman, Mottisfont. Pet. Oct. 22. Nov. 11, at twelve, at office of Sols. Stead, Tylee and Potter, Romsey
POUPART, ANN, and POUPART, JAMES, market gardeners, Walham-green, Fulham. Pet. Oct. 22. Nov. 12, at twelve, at offices of Sols. Chinery and Aldridge, Essex-st, Strand
RAWCLIFFE, JOHN, cloth manufacturer, Leeds. Pet. Oct. 17. Nov. 4, at one, at office of Sol. Hardwick, Leeds
RICHARDSON, GEORGE THOMAS, coach builder, Barbican. Pet. Oct. 22. Nov. 10, at eleven, at office of Sol. Howell, 112, Cheapside
SAMUEL, ABRAHAM, job draper, Great Alice-st, Goodman's-fields. Pet. Oct. 13. Nov. 3, at two, at office of Sol. Barnett, New Broad-st
SANDS, OSBORN ROBERT, tea dealer, Lower Sloane-st, Chelsea. Pet. Oct. 18. Nov. 4, at two, at Isard and Betts, accountants, 46, Eastcheap. Sols. Reed and Lovell, Basinghall-st

SAVORY, JOHN, shoemaker, Northrepps. Pet. Oct. 22. Nov. 13, at twelve, at the Dog inn, Aylsham. Sols. Winter and Francis, Norwich

SEED, SAMUEL, builder, Rochdale. Pet. Oct. 20. Nov. 5, at three at office of Sol. Ashworth, Rochdale

SELL, EDWARD MARK, victualler, Rotherhithe-st. Pet. Oct. 21. Nov. 7, at twelve, at office of Sols. Taylor and Ward, Great James-st, Bedford-row

SHEIL, LAWRENCE, ironmonger, Liverpool. Pet. Oct. 21. Nov. 10, at two, at office of Sol. Hughes, Liverpool

SPRING, HENRY ALFRED, saddler, Gloucester. Pet. Oct. 18. Nov. 3, at one, at 1, College-bldgs, Gloucester

STACEY, CATHERINE JANE, teacher of millinery, Clarence-st, Upper Brook-st. Pet. Oct. 22. Nov. 6, at three, at office of Sols. Smith and Boyer, Manchester

STONE, JAMES, tailor, Exmouth. Pet. Oct. 20. Nov. 12, at twelve, at the Bute Haven hotel, Exeter. Sol. Sobey

SYMONS, ROBERT, photographer, Tenby. Pet. Oct. 18. Nov. 10, at twelve, at the Townhall, Carmarthen. Sol. Stokes, Tenby

TASKER WILLIAM, joiner, Hessle. Pet. Oct. 21. Nov. 3, at two, at office of Sols. Messrs. Rollit, Hull

THOMAS, WILLIAM LOUIS, grocer, Brushfield-st, Bishopsgate-without, and Market-row, Crossland-rd, South Hackney. Nov. 3, at three, at office of Sols. Hicklin and Washington, Trinity-sq, Southwark

TOMLIN, JAMES, painter, Barnsley. Pet. Oct. 20. Nov. 6, at ten, at office of Sols. Dibb and Raley, Barnsley

TUBBY, ROBERT JOHN, stationer, Broad-st, Teddington. Pet. Oct. 20. Oct. 28, at the Guildhall tavern, Gresham-st, in lieu of the place originally named

TURNER, HENRY WILLIAM, grocer, Hulme. Pet. Oct. 20. Nov. 7, at three, at office of Sols. Eltoft and Hampson, Manchester

WALKER, THOMAS, joiner, Huddersfield. Pet. Oct. 20. Nov. 6, at half-past two, at office of Sols. Messrs. Sykes, Huddersfield

WALKER, WILLIAM, gentleman, Bournemouth. Pet. Oct. 21. Nov. 6, at eleven, at office of Sols. Guilliaume, Fleet-st

WARE, FREDERICK, and LAVERACK, GEORGE EDWARD, engineers, City-bridge, and Marshgate-la, High-st, Stratford. Pet. Oct. 21. Nov. 12, at two, at the Guildhall tavern, Gresham-st. Sol. Swaine, Cheapside

WHITE, WILLIAM, grocer, Burnley. Pet. Oct. 18. Nov. 7, at three, at offices of Sols. Southern and Nowell, Burnley

WILLIAMS, JOHN, grocer, Hereford. Pet. Oct. 20. Nov. 6, at one, at office of Sol. Farmer, Hereford

WILLIAMS, JOHN, wheelwright, Manchester. Pet. Oct. 20. Nov. 10, at three, at office of Sols. Farrar and Hall, Manchester

WRIGHT, Rev. RICHARD, clerk, Gisburn, West Riding. Pet. Oct. 22. Nov. 13, at eleven, at offices of Sols. Maule and Burton, Huntingdon

Gazette, Oct. 28.

ADCOCK, WILLIAM, brickmaker, Sileby. Pet. Oct. 23. Nov. 12, at twelve, at office of Sols. Deane and Lickorish, Loughborough, and Walbrook, London

ADUTT, LEON MARCO, and FINZI, HENRY WARBURG, commission agents, Mark-la. Pet. Oct. 23. Nov. 21, at twelve, at offices of Nicholson, 7 and 8, Railway-approach, London-bridge. Sol. Montagu, Bucklersbury

ASHMAN, JOSEPH, general dealer, Emma-pl, Kensington. Pet. Oct. 20. Nov. 5, at three, at 15, Oldham's-gardens, Farringdon-road

AUSTIN, THOMAS HENRY, ironmonger, Crewkerne. Pet. Oct. 21. Nov. 6, at twelve, at office of Sol. Hodgson, Birmingham

BACKHOUSE, THOMAS, gentleman, Bromley-rd, par. Beckenham. Pet. Oct. 21. Nov. 17, at twelve, at offices of Quilter, Ball, and Co., Moorgate-st. Sols. Kimber and Ellis, Lombard-st

BAKER, HENRY JONES, and BAKER WALTER WALTON, saddlers, Bristol. Pet. Oct. 24. Nov. 10, at twelve, at offices of Barnard, Thomas, Tribe, and Co., Bristol. Sols. Fussell, Prichard, and Swann, Liverpool

BAKER, WALTER WALTON, saddler, Didmarton. Pet. Oct. 24. Nov. 10, at two, at offices of Barnard, Thomas, Tribe, and Co., Bristol. Sols. Fussell, Prichard and Swann, Bristol

BARRATT, WILLIAM, bootmaker, Edgware-rd. Pet. Oct. 21. Nov. 10, at three, at the Guildhall tavern, Gresham-st. Sol. Clarke, St. Mary's-sq, Paddington

BASTIN, THOMAS FRANCIS, grocer, Bristol. Pet. Oct. 24. Nov. 17, at eleven, at office of Sol. Ward, Bristol

BATCHELOR, MARK, oilman, Maidstone. Pet. Oct. 21. Nov. 7, at one, at the Bridge House hotel, London Bridge, Southwark. Sol. Goodwin, Maidstone

BIBBY, SAMUEL JORDAN, jeweller, Carnarvon. Pet. Oct. 20. Nov. 7, at two, at the Queen's hotel, Chester. Sols. Picton, Jones, and Roberts, Carnarvon

BISHTON, WILLIAM, timber merchant, Wolverhampton. Pet. Oct. 20. Nov. 8, at twelve at office of Sol. Barrow, Wolverhampton

BLYTH, CHESLYN ABNEY, captain in Her Majesty's 2nd regiment of foot, Cathedral hotel, St. Paul's Churchyard. Pet. Sept. 1. Dec. 15, at three, at office of Sols. Raven and Ellis, Queen Victoria-st

BONNEY, EDWARD CORNELIUS, grocer, Southampton. Pet. Oct. 22. Nov. 11, at twelve, at office of Nicholls and Leatherdale, accountants, Old Jewry-chmbs, London. Sol. Swayne, Southampton

BOTT, JOHN MALING, and BOTT, JOHN, wire workers, Birmingham. Pet. Oct. 23. Nov. 7, at twelve, at office of Sol. Hodgson, Birmingham

BRAY, RICHARD, bootmaker, Upper Berkeley-st-west, Hyde-pk. Pet. Oct. 24. Nov. 11, at two, at offices of Messrs. Broad, Walbrook. Sol. Ellerton, Queen-st, Cheapside

BROOKS, CHARLES CHRISTOPHER, commercial traveller, Elgin-ter, Catford Bridge. Pet. Oct. 13. Nov. 6, at two, at the Sambrook hotel, Sambrook-ct, Basinghall-st. Sol. Gowing, Basinghall-street

BROWN, JOHN, and BROWN, CALEB, draper, Birmingham. Pet. Oct. 25. Nov. 12, at twelve, at offices of Sol. Buller, Birmingham

CAWDRON, JOSEPH, no occupation, Heighington. Pet. Oct. 23. Nov. 8, at eleven, at office of Sol. Page, jun., Lincoln

CLARKE, HENRY, builder, Shifnal. Pet. Oct. 23. Nov. 8, at eleven, at office of Sol. Osborne, Shifnal

COKER, JOHN, jun., contractor, Ryde. Pet. Oct. 25. Nov. 11, at half-past twelve, at the Crown hotel, Ryde. Sol. Joyce, Newport

COBB, JOHN, gardener, Grove-rd, Richmond. Pet. Oct. 20. Nov. 6, at twelve, at office of Sol. Haynes, Grecian-chmbs, Devereux-ct, Temple

COLLINS, JAMES, butcher, Walworth-rd, Lambeth. Pet. Oct. 23. Nov. 18, at twelve, at office of Sol. Cooke, Devereux-court, Temple

COOKE, JOHN MEASURES, auctioneer, Leamington Priors. Pet. Oct. 22. Nov. 10, at three, at the Bath hotel, Leamington Priors. Sols. Sanderson and Hassall, Leamington

COOK, JOSEPH, greengrocer, Bradford. Pet. Oct. 23. Nov. 7, at three, at offices of Sol. Neill, Bradford

COOK, THOMAS HARRISON, outfitter, South Shields. Pet. Oct. 23. Nov. 10, at three, at office of Sol. Duncan, South Shields

CORDINGLEY, JOSEPH BINKS, b erhouse keeper, Manchester. Pet. Oct. 24. Nov. 10, at three, at office of Sols. Sutton and Elliott, Manchester

CORFE, JOHN, coal business, Birmingham. Pet. Oct. 6. Nov. 6, at ten, at offices of Sol. East, Birmingham

COX, LEWIS, grocer, Birmingham. Pet. Oct. 13. Nov. 6, at twelve, at office of Sol. Fallows, Birmingham

CRAIG, ROBERT, draper, Portsea. Pet. Oct. 23. Nov. 7, at four, at offices of Sol. King, Portsea

EDISS, THOMAS WYATT, builder, Southsea. Pet. Oct. 24. Nov. 8, at eleven, at office of Paice, Landport. Sol. Walker, Landport

EDMONDSON, EDWARD, seamen's outfitter, North Shields. Pet. Oct. 25. Nov. 14, at three, at office of Sol. Duncan, South Shields

FARRAH, FREDERICK, out of business, West End-grove, Mortlake. Pet. Oct. 25. Nov. 15, at one, at office of Sol. Warrand, Ludgate-hill

FRENCH, GEORGE, bootmaker, High-st, Marylebone. Pet. Oct. 25. Nov. 14, at eleven, at office of Sol. Chalk, Moorgate-st

GERRISH, WILLIAM HALL, corn merchant, Cardiff. Pet. Oct. 23. Nov. 13, at two, at office of Barnard, Thomas, Clarke, and Co., Cardiff. Sol. Ensor, Cardiff

GIBSON, JOHN CHARLES, surgeon, Droitwich. Pet. Oct. 20. Nov. 8, at three, at the Hop Market hotel, Worcester. Sol. Corbet

GOOLD, GIDEON, factor, Handsworth. Pet. Oct. 23. Nov. 7, at three, at offices of Sol. Hodgson, Birmingham

GROVES, JOHN JAMES, corn merchant, Surbiton. Pet. Oct. 22. Nov. 21, at four, at office of Sol. Wetherfield, Gresham-bldgs, Guildhall, London

HOLLIS, THOMAS ROBERT, contractor's assistant, Yalding-rd, Blue Anchor-rd, Bermondsey. Pet. Oct. 23. Nov. 8, at eleven, at offices of Sols. May and Sykes, Adelaide-pl

HOSDEN, WILLIAM JOHN, bootmaker, High-st, Lower Norwood. Pet. Oct. 24. Nov. 10, at twelve, at the Greyhound hotel, Croydon. Sol. Parry

JIBSON, RICHARD PRINCE, shopkeeper, York. Pet. Oct. 21. Nov. 6, at eleven, at office of Sol. Crumbie, York

JOHNSON, JOSEPH, and WADDINGTON, EDWIN ARTHUR, oakum manufacturers, Burdett-rd, Limehouse. Pet. Oct. 23. Nov. 13, at three, at office of Sols. Raven and Curtis, Queen Victoria-st

LEVASTON, LEWIS EDWARD, professor of music, Wimborne. Pet. Oct. 24. Nov. 17, at twelve, at office of Sol. Whitehead, Bournemouth

LITTLE, ROBERT, bricklayer, Edgware-rd, Hendon. Pet. Oct, 13. Nov. 10, at three, at office of Sol. May, Golden-sq

LONG, GEORGE, printer, Cinderford. Pet. Oct. 24. Nov. 8, at one, at offices of Sol. Jackson, Stroud

MACVEIGH, JAMES, jun., draper, Maxwell-rd, Fulham. Pet. Oct. 22. Nov. 7, at twelve, at the Chamber of Commerce, Cheapside. Sols. Peacock and Goddard, South-sq, Gray's-inn

MARTIN, JOHN, warehouseman, Manchester. Pet. Oct. 24. Nov. 7, at three, at the Star hotel, Manchester

MERIGOT, JEAN LOUIS, wine merchant, Liverpool. Pet. Oct. 25. Nov. 10, at twelve, at office of Ivey, accountant, Liverpool. Sol. Hughes, Liverpool

MERRIN, HENRY, crinoline skirt manufacturer, Wood-st, City, and draper, Stoke Newington-rd. Pet. Oct. 24. Nov. 10, at two, at offices of Gamble and Harvey, 1, Gresham-bldgs, Basinghall-st. Sols. Miller and Miller, Sherborne-la

MITCHELL, HENRY, licensed victualler, Tiverton. Pet. Oct. 22. Nov. 18, at two-five, at office of Sol. Toby, Exeter

MITCHELL, JOHN, fish dealer, Halifax. Pet. Oct. 24. Nov. 10, at four, at offices of Sol. Storey, Halifax

MYERS, MORRIS, wire worker, Euston-rd. Pet. Oct. 25. Nov. 11, at four, at offices of Dubois, accountant, Gresham-bldgs. Sol. Sydney, Leadenhall-st

NUTTALL, SAMUEL, wood turner, Bury. Pet. Oct. 25. Nov. 12, at three, at offices of Sols. Messrs. Grundy and Co., Bury

OLIVER, THOMAS, quarryman, Llanddeiniolen. Pet. Oct. 18. Nov. 8, at twelve, at offices of Sol. Jones, Conway

PITCHER, WILLIAM, builder, Ascot, par. Sunninghill. Pet. Oct. 24. Nov. 14, at three, at offices of Sol. Long, Windsor

RESTELL, JAMES HENRY, wine merchant, Jewry-st, and Lee-rd, Blackheath. Pet. Oct. 25, Nov. 11, at two, at office of Sols. Fallows and Whitehead, Lancaster-pl, Strand

RICHARDSON, JOSEPH HAYTON POLLARD, licensed victualler, Bootle, near Liverpool. Pet. Oct. 23. Nov. 10, at three, at office of Vine, 30, Cable-st, Liverpool. Sol. Worship, Liverpool

ROBERTS, GEORGE, jeweller, Kingston-upon-Hull, and Cottingham. Pet. Oct 20. Nov. 10, at twelve, at office of Sol. Spink, Kingston-upon-Hull

RULE, CHARLES, mining agent, Gracechurch st. Pet. Oct. 25. Nov. 13, at two, at office of Lass, accountant, Cornhill. Sols. Wilkins, Blyth, and Marsland, St. Swithin's-la

RUSSELL, WILLIAM, stationer, Walsall. Pet. Oct. 25. Nov. 10, at three, at office of Sols. Duignan, Lewis, and Lewis, Walsall

SEBRIGHT, GEORGE, artist, Linslade. Pet. Oct. 15. Nov. 4, at three, at the Clarendon hotel, Linslade. Sol. Parkes, Beaufort-bldgs, Strand

SEWELL, GEORGE ROBINS, licensed victualler, Tooley-st. Pet. Oct. 23. Nov. 14, at twelve, at the Guildhall Tavern, Gresham-st. Sol. Clark

SIMCOE, JOHN, farmer, Nantwich. Pet. Oct. 25. Nov. 13, at three, at office of Sol. Martin, Nantwich

STANLEY, JOSEPH BIRD, builder, Leamington Priors. Pet. Oct. 23. Nov. 10, at twelve, at the Bath hotel, Leamington Priors. Sol. Clinch

STARK, JOHN, tobacconist, Newcastle-upon-Tyne. Pet. Oct. 22. Nov. 12, at twelve, at office of Sols. Keenlyside and Forster, Newcastle-upon-Tyne

STEVENS, MATTHEW, baker, Cardiff. Pet. Oct. 24. Nov. 7, at twelve, at office of Sol. Wal'dron, Cardiff

THOMPSON, JOSEPH, and THOMPSON, JEREMIAH, and THOMPSON, BENJAMIN, miners, Quarry Bank, near Brierley Hill. Pet. Oct. 22. Nov. 7, at eleven at office of Sol. Shakespeare, Oldbury

THOMPSON, ROBERT, butcher, Essex-rd. Pet. Oct. 17. Nov. 4, at eleven, at the Claremont Arms, Upper Grange-rd, Bermondsey. Sol. Porter, Leadenhall-st

THOMAS, WILLIAM, jun., potato salesman, Birmingham. Pet. Oct. 24. Nov. 17, at three, at office of Sols. Rowlands, Bagnall, and Rowlands, Birmingham

TODD, WILLIAM, gardener, Manthorpe-cum-Little Gonnerby. Pet. Oct. 21. Nov. 7, at twelve, at the Angel hotel, Grantham. Sol. Belk, Nottingham

TRIGG, CHARLES, tailor, Leicester. Pet. Oct. 25. Nov. 11, at three, at office of Sol. Owston, Leicester

TURNER, ROBERT JOHN, bookseller, Ridgway-rd, Wimbledon. Pet. Oct. 23. Nov. 11, at twelve, at offices of Sols. Flux and Leadbitter, Leadenhall-st

VUILLIAMY, HENRY, surveyor, Gracechurch-st, and Fairview, Macaulay-rd, Clapham common. Pet. Oct. 23. Nov. 20, at two, at office of the Mercantile Association, 33, Gutter-la. Sol. Vanderpump, South-sq, Gray's-inn

WALKER, JOHN, farmer, Halifax. Pet. Oct. 18. Nov. 10, at three, at offices of Sol. Rhodes, Halifax

WHITE, EDWARD, bootmaker, Priors Hardwick. Pet. Oct. 23. Nov. 13, at four, at the Buck and Bell inn, Banbury. Sol. Wood, Southam

WHITE, GEORGE, poulterer, Exeter. Pet. Oct. 25. Nov. 12, at three, at office of Sol. Friend, Exeter

WHITWELL, JAMES RAMSEY, grocer, South Shields. Pet. Oct. 23. Nov. 11, at three, at offices of Sol. Duncan, South Shields

WRIGHTSON, MARIA, widow, milliner, Coburg-cottages, Albert-rd, Richmond. Pet. Oct. 24. Nov. 11, at three, at office of Sols. Wood and Hare, Basinghall-st, also at Croydon and Reigate

Dividends.

BANKRUPTS' ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Bloomfield, G. C. grocer, second and final, 7d. At Sol. Coaks, Norwich.—*Culshaw*, G. joiner, final, 3d. At Trust. J. Platt, 36, London-st, Southport.—*Gribble*, F. J. builder, first and final, 5s. At Trust. R. E. James, 52, Moorgate-st.—*Houchen*, J. draper, first and final, 1s. At Barnard, Clarke, McLean, and Co., 3, Lothbury.—*Kinsey*, B. C. wine merchant, first, 2s. 6d. At Trust. J. Slater, 1, Guildhall-chmbs, Basinghall-st.—*Lassigue*, T. R. draper, second and final, 7s. 5d. At Barnard, Thomas, Tribe, and Co. Albion-chmbs, Bristol.—*Litbetter*, W. farmer, first and final, 4½d. At Sol. Glover, Walsall.—*McAra*, D. S. outfitter, first and final, 5s. 9d. At Honey, Humphrys, Baggs, and Co., accountants, 28, King-st, Cheapside.—*Watson*, H. stationer, first, 2s. 4d. At Trust. S. Smith, Harvey, and Co., 65, Basinghall-st.—*Wike*, G. and J. M. merchants, second, 8d. At Trust. A. Murray, 102, King-st, Manchester.

Michael, W. shopkeeper, second, 2d. Shepard, Tredegar

Bower, L. stone merchant, first and final, 20s. At Trust. J. S. Jennings, 7, Charles-s, Bradford.—*Brust*, J. ironfounder, first and final, 3s. At Trust. W. G. Dixon, 46, Queen-st, Wolverhampton.—*Cumes*, W. butcher, second and final, 1s. 6d. At Trust. E. Snelgrove, Queen-st, Exeter.—*Ennis*, P. farmer, first, 1s. At Trust. W. G. Smith, Shannon-ct, Corn-st, Bristol.—*Hill*, G. auctioneer, first and final, 2s. 10d. At Trust. D. Shaw, Pierpoint-st, Worcester.—*Illingworth*, H. joiner, second and final, 1s. 7d. At Trust. G. Chambers, Darley-st, Bradford.—*Jepson*, H. hat manufacturer, first and final, 8s. 3d. At Trust. H. Vaughan, 61, Princess-st, Manchester.—*Jones*, H. O. provision merchant, first, 8d. At Trust. H. Bolland, 10, South John-st, Liverpool.—*Juby*, W. F. draper, first and final, 8½d. At Trust. J. D. Viney, 99, Cheapside.—*Page*, F. tobacconist, first 2s. At Trust. E. C. Chatterley, 25, Old Jewry.—*Pearson*, T. coal dealer, third, 8d. At Trust. W. Heaton, Old Townhall-chmbs.—*Salmon*, F. W. manufacturer of incubators, final, 3s. 1½d. By Trust. H. W. Newton, at office of J. C. Warden, 11, Guild-st, Stratford-on-Avon.—*Smith*, W. C. coprolite merchant, final, 1s. 1½d. At Trust. C. Wisbey, 26, Trinity-st, Cambridge.—*Webb*, C. J. retired paymaster from navy, 1s. 3d. At office of J. Howard, registrar of Portsmouth County Court.

BIRTHS MARRIAGES AND DEATHS

BIRTH.

CARLESS.—On the 17th ult., at Hereford, the wife of Joseph Carless, Town Clerk of Hereford, of a daughter.

MARRIAGE.

SHEE—INNES.—On the 14th ult. at Thomas-town, county Kilkenny, George Shee, of 11, King's Bench-walk, Temple, barrister-at-law, to Jane, eldest daughter of H. Innes, Esq., of Thomas-town.

DEATHS.

PEEL.—On the 15th ult., aged 46 years, Arthur Peel, H.M.'s Chief Justice for the Island of Antigua.

TALBOT.—On the 23rd ult., aged 70 years, Henry Talbot, Esq., of Oakland, near Kidderminster, Justice of the Peace, and Deputy-Lieutenant for the county of Worcester.

WICKENS.—On the 23rd ult., at Chilgrove, Chichester, aged 86 years, Vice-Chancellor Sir John Wickens.

To Readers and Correspondents.

A number of communications from correspondents are unavoidably held over.
Edwardo.—We do not insert questions of the nature you send.
Anonymous communications are invariably rejected.
All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.

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Advertisements must reach the Office *not later* than five o'clock on *Thursday* afternoon.

NOTICE.

The Law Times *goes to press on Thursday evening, that it may be received in the remotest parts of the country on Saturday morning. Communications and Advertisements must be transmitted accordingly. None can appear that do not reach the office by Thursday afternoon's post.*
When payment is made in postage stamps, not more than 5s. may be remitted at one time.
All communications intended for the Editor of the Solicitors' Department should be so addressed.

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The Law and the Lawyers.

So great is the dissatisfaction felt amongst the Profession in most of what we may call Government seaport towns, upon the subject of naval courts martial, and the mode of conducting them, that a movement is on foot with a view of bringing the matter under the consideration of the House of Commons; indeed, we are informed that at Plymouth a petition addressed to the House has been prepared and submitted to the members of the Law Society there. It is reported that the Lords of the Admiralty and the Privy Council will also be memorialised upon the subject. We know that at Portsmouth great complaint is made by local professional men of the tedious mode of procedure and of the whole system of trial by naval courts martial. Reform is absolutely necessary, and we wish the petitioners success. The Judge Advocate should be a member of the Bar, one of standing trained in the practical work of his profession; and solicitors in naval arsenals should be appointed Deputy Judge Advocates.

Although the appointment of the Attorney-General to the Chief Justiceship of the Common Pleas has not been made at the time we write, there is no doubt that the position will be offered to him, and we have reason to know that it will be accepted. Therefore we may treat Sir John Coleridge as the new Lord Chief Justice. He is the eldest son of the Right Hon. Sir John Taylor Coleridge, was born in 1821, and educated at Eton; he was scholar of Balliol College, and afterwards Fellow of Exeter College Oxford. He was called to the Bar of the Middle Temple in 1847, was made Recorder of Portsmouth in 1855, and received a silk gown in 1861. He contested Exeter in the Liberal interest in July 1864, and though defeated on that occasion, was returned for that city at the general election in 1865. He was appointed Solicitor-General in Dec. 1868, on which occasion he received the honour of knighthood. In Nov. 1871 he succeeded Sir R. P. Collier as Attorney-General. He has been called the "West of England lawyer," and his career on the Western Circuit in a measure entitles him to be so designated, but we do not think that he would put foremost his claim to be a lawyer. In an address delivered to the Articled Clerks' Society he too modestly, no doubt, expressed his surprise at his own success at the Bar. That success, however, is easily to be accounted for. Elegant and polished speakers are not numerous at the Bar—their occupation, indeed, is almost gone. Consequently Sir John Coleridge was able to take a position which, if not of the highest kind recognised by practical lawyers, was certainly unique. But with this fine faculty of speech he unites a singular capacity for apprehending rapidly the legal bearings of a case and applying legal principles. For this reason we anticipate that he will make an admirable Judge.

Among the publications made under the authority of the Master of the Rolls, there appeared three years back an interesting work entitled, "The Black Book of the Admiralty," and edited by Sir Travers Twiss. In the preface to the work the learned editor regrets the loss of the original Black Book, which was a sort of record of the ancient statutes or laws governing the admiralty jurisdiction, and was supposed to have been written, in part at least, as far back as the reign of Edward III. or Richard II., before the prohibitions restraining the court from exercising jurisdion over foreign contracts commenced. Its loss seems to have been discovered by a Mr. Luders on 2nd June, 1808, when he applied at the office at Doctors' Commons and was informed "by the proper officer" that they had never seen such a book, and knew nothing of it. The value of the book as a legal authority may not be very great, but as a literary curiosity, and perhaps as evidence of the jurisdiction claimed, if not exercised, by the Court of Admiralty in early days, it is most interesting. Hence we are glad to be able to announce that the missing volume has been discovered by the Assistant Registrar of the Court of Admiralty, Mr. Bathurst, among some private papers belonging to a former Registrar of that court. Its identity can scarcely be doubted, because it answers so accurately all the descriptions given of it, and moreover, among the same papers was found a document, dated in the year 1808, and signed with the initials of Sir Christopher Robinson, afterwards Judge of the Admiralty Court (as well as those of other persons), purporting to be a report to the College of Advocates, as to the Black Book in the Admiralty registry. This report, which is in print, so accurately describes the volume which has been found that its authenticity cannot be doubted. The Black Book is written on vellum, and some of its pages are illuminated. It was originally bound in black—hence its name; but now the colour has much worn away. At the same time some other old manuscripts of considerable interest were discovered.

We are happy to say that the anticipations concerning the vacancy in Vice-Chancellor Wickens' Court, which we expressed last week, have been disappointed. The Lord Chancellor recommended Mr. Charles Hall for the appointment, and he has accordingly been raised to the Bench. It was expected, we believe, that a member of the Common Law Bar would be selected to succeed Vice-Chancellor Wickens, so as to prepare for the coming into operation of the Judicature Act. The maintenance of the divisions of the courts would seem to render such a step unnecessary, and it is difficult to point out a common lawyer, who could have filled the post, who would have accepted it. Under all the circumstances, therefore, we may congratulate the Government on having made a perfectly satisfactory appointment. The new Vice-Chancellor is the fourth and eldest surviving son of the late John Hall, Esq., of Manchester. He was a pupil of Mr. Lewis Duval, the most eminent Conveyancer of his day, and subsequently of the late James Russell then an equity draftsman in very large practice. He was

called to the Bar by the Society of the Middle Temple in November 1838, and was soon engaged in a large and increasing practice. Amongst the more celebrated cases in which he acted as counsel were the *Bridgwater* case, in which he was engaged with the late Lord WESTBURY and the present LORD CHIEF BARON, and the *Shrewsbury* case, and very recently the case of *Allgood* v. *Blake*, in which he argued alone, both in the Court of Exchequer and Exchequer Chamber, on behalf of the successful parties, many of the most eminent counsel of the day, including the present LORD CHANCELLOR and the present MASTER of the ROLLS, being counsel against him. Although never raised to the dignity of a Queen's Counsel, he was offered a silk gown by the late Lord WESTBURY, then LORD CHANCELLOR, which he declined, and in the year 1864 he was appointed by the same learned lord one of the conveyancing counsel to the Court of Chancery. He was elected a Bencher of the Middle Temple in January last year. Since the elevation of the late Vice-Chancellor WICKENS to the Bench, he has been the acknowledged head of the junior Equity Bar, and his business has been, it is believed, more extensive than that of any other stuff gownsman. It will be a source of satisfaction to the Profession and to suitors in Chancery to know that his elevation to the Bench is due to his professional eminence alone, and not to any political considerations.

WE understand that many firms in the city are complaining of the practice that now prevails at Judges' Chambers in reference to judgment summonses. Under the old *régime* the dishonest debtor was soon brought to book by means of the writ of *capias ad satisfaciendum*, but now, although no doubt where the debt exceeds 50*l.*, a debtor's summons, after the necessary demand, with a view to bankruptcy, is often resorted to as a means of enforcing payment, yet in cases under that amount the judgment summons is the only machine left for the use of the creditor against a dishonest debtor who seeks to protect his goods by a bill of sale. And here we may observe: If a judgment creditor instructs his attorney to issue a writ of *fi. fa.*, he incurs considerable risk. We may mention that it is becoming the habit of sheriffs' officers (whose emoluments are no doubt in great part swept away by recent legislation), in case they are instructed to withdraw, in the face of an adverse claim, to charge not only possession money for the one or two days during which the instructions of the execution creditor are being taken, and the necessary search for the usual bill of sale is made, but actually the levy fee of one guinea; and in some cases a charge is made for auctioneer's valuation. Indeed, a case was lately brought to our notice in which such a charge was made, although there was a claim for rent exceeding the amount of the valuation. No doubt in the majority of cases these claims are very properly left unpaid. It seems now the rule at Judges' Chambers to dispose of a judgment summons by ordering payment of the debt either in one sum or by instalments, according to the debtor's means as disclosed by the affidavit of the judgment creditor, or other person on his behalf. We think we can safely say that, as a rule, the debtor disregards this order, either entirely or in part; but no commitment attaches to this order. A second summons is necessary, and only in the event of non-compliance with this (and not always then), does commitment follow. We are glad to learn that some of the Judges sitting in chambers so highly disapprove of judgment debtors leaving their judgment creditors to get the best information they can as to the capability of the former to pay, and of their disregard of the process of the court, evidenced by non-attendance at chambers on the summons, to be cross-examined as to means of payment, that instead of making an order on the first summons they direct a summons to issue, calling on the debtor *personally* to attend, in order to be examined as to his pecuniary position. It would be well if this plan was more generally adopted, though it would be far better if in the first summons the debtor was warned that by non-attendance in person he would be guilty of contempt of court, and liable to commitment. It is certain that the course at present adopted is unsatisfactory, expensive, and dilatory, and it will not surprise us to find the judgment summons abandoned by the Profession as a means of enforcing payment.

DEBENTURE BONDS AND PROMISSORY NOTES.

'IT certainly is very desirable," said Mr. Justice Blackburn, in delivering the judgment of the Court of Queen's Bench in *Crouch* v. *The Credit Foncier of England* (29 L. T. Rep. N. S. 259), "that it should not be left doubtful on the face of an instrument whether it is a covenant or a promise." This desirability is owing to the circumstance that covenants to fulfil a promise to pay do not constitute a negotiable instrument, whereas an absolute promise to pay does, if not under seal. The assignment of an instrument containing a bare covenant confers no right to sue upon the transferee. In the case above quoted an incorporated company promised under seal to pay to the bearer a specified sum at a fixed date, "or upon any earlier day upon which this bond shall be entitled to be paid off or redeemed," according to certain conditions. The bond in question was stolen from the person to whom it was issued, and transferred for value and without notice by the thief. The transferee applied for payment, and on refusal brought an action against the company. The first question was whether the bond was a promissory note. The court said, "It is under seal, and therefore is *primâ facie* a covenant, not a promise, and it is quite clear that a covenant to pay money is not negotiable by the custom of merchants."

The elementary principle which prevails in this branch of the law was stated by Lord Cranworth in the case of *Dixon* v. *Bovill* (3 Macq. 1), namely, that independently of the law merchant and of positive statute, the law does not enable any man by a written engagement to give a floating right of action at the suit of anyone into whose hands the writing may come, and who may thus acquire a right of action better than the right of him under whom he derives title. The Act of Anne gave negotiability to promissory notes, and upon that Act questions have arisen as to the liability of corporations upon their bonds in the hands of transferees. These bonds or debentures always contain an undertaking to pay a sum of money at a date certain, and this fact militates against the view that the instrument is a deed. In the case of the *General Estates Company, ex parte City Bank* (L. Rep. 3 Ch. at p. 762), Lord Justice Page Wood said: "The instrument is called, on the face of it, a debenture, which, so far as it goes, is in favour of its being a deed, and not a promissory note; but when we look at its contents we find that the company thereby undertake to pay to the order of Hodges on the 1st July, 1867, the sum of £1000, with interest at the rate of 5 per cent. per annum, which, apart from the material substitution of 'undertake' for 'promise,' is the simple and ordinary form of a promissory note." Then the Lord Justice added, "The better opinion seems to me to be that this is a promissory note; but if it be not so, the authorities go to this, that where there is a distinct promise held out by a company informing all the world that they will pay to the order of the person named, it is not competent for that company afterwards to set up equities of their own and say that because the person who makes the order is indebted to them they will not pay." This decision of the Lords Justices overruled that of Lord Romilly in the court below (18 L. T. Rep. N. S. 457), who had relied upon the absence of any previous contract of the parties that the money in question should be paid by negotiable instruments, which distinguished the case from the *Natal Investment Company's case* (18 L. T. Rep. N. S. 171). "Here," said the Master of the Rolls, "there is no previous contract on the subject, and the form of debenture is not so favourable as that in the *Natal Investment Company*, for there it was said they would pay the holder; here they only say that they will pay Mr. Hodges or order." And he held that the holder was bound by the equities existing between Mr. Hodges and the company. In the case of *The Blakely Ordnance Company* (18 L. T. Rep. N. S. 132) there had been a previous arrangement that the debentures to be issued should be taken as money, and, being made payable to bearer, the company was held to have contracted itself out of the equities subsisting between them and the original creditor.

These cases having turned so much upon particular circumstances, little principle is to be extracted from them, but in the *Natal Investment Company's* case Lord Justice Cairns tells us what construction he places upon the words "or to the holder for the time being of this debenture," namely, that in order to avoid the difficulty and expense of creating an assign by deed, they provided, through the medium of the contract with Coqui, that the company would recognise any person who held the debenture from Coqui to be in as good a position as if he had become the assign of the debenture by deed; that if some one came forward and produced to them a debenture of which he was the holder, they would not insist upon his proving his title, by a formal and actual assignment from Coqui; but it appeared to him that there was nothing whatever in the words intended to put the holder for the time being in a better position than an assign by deed, and the holders were held bound by the equities between Coqui and the company.

The operation of the seal in depriving a note of its negotiable character is not yet decided. It is laid down in Byles on Bills, that at common law bills of exchange and promissory notes, being simple contracts, cannot be under seal, at least so as to retain their negotiable qualities. Unfortunately it was not found necessary in *Crouch's* case to decide whether an instrument under the seal of a corporation can be a promissory note. In all the cases in which the nature of instruments under seal of corporations has been considered, some special provision has been made for the issuing of negotiable instruments, and following the course which is usual with our courts, all points not essential to the decision of the particular issue were carefully avoided, and the general question of the power of a corporation to issue negotiable instruments under seal at common law remains unsettled. In *Crouch's* case, the Queen's Bench followed this convenient practice, and, important as the matter is, they leave it still at large.

Among some American leading cases which have recently reached a second edition, we see that there are decisions which have raised the point, and we find it laid down that an instrument under seal, though in the form of a promissory note, is not negotiable (*Foster* v. *Floyd*, 4 McCord 159); the endorser

of such instrument is not liable on his indorsement (for which a number of authorities are cited); nor can the assignee of such an instrument sue the obligor in his own name (*Clark* v. *Farmer's Manufacturing Co.*, 15 Wend. 256; *Sayre* v. *Lucas*, 2 Stewart 259); and he takes it subject to the equities between the original parties (*Hopkins* v. *The Railroad Company*, 3 Watts & Sergeant 410). By statutes in some of the States, we are told, this rule is altered. In North Carolina, bonds, bills and notes, with or without seal, have from an early period been negotiable. In Georgia, under a statute, all sealed and unsealed instruments for a definite sum of money payable to order, assigns or bearer, are negotiable by indorsement. In Ohio sealed instruments payable to one, or order or bearer, and in Alabama such as are payable to one or bearer are negotiable by indorsement, but not without indorsement, even though payable to bearer. Further, it appears that a very admirable system has been adopted for ensuring the negotiability of bonds issued by the United States railway corporations, namely, of "registering," as it is called, the bonds at the holder's option, and of creating or destroying negotiability in the hands of different honest holders, or even in the hands of the same honest holder, at pleasure. In the bonds of the Camden and Amboy Railroad the following direction and notice is contained," The holders of this bond may transfer the same at pleasure, either in person or by attorney, either to a specfied person or to bearer, and by bearer to any specified person, said transfer to be made only on the books of the companies, such transfer to be entered thereon by an officer or agent of the said company, by them designated for that purpose." If we took the same precautions in issuing debenture bonds in this country, we should avoid the difficulties which have arisen in the cases which we have referred to.

To show the confusion which has been created with reference to the negotiability of debentures, and the equities between the original parties by the various decisions, we have only to quote a passage from the judgment of Vice-Chancellor Malins in the case of the *Imperial Company of Marseilles* (L. Rep. 11 Eq. at p. 493): "With regard," his Honour said, "to *Re Natal Investment Company*, it was said that all these three cases, *Ex parte City Bank*, *Re Natal Investment Company*, and *Ex parte New Zealand Banking Corporation*, could stand together. It is not necessary for me to go into that question, because it is clear that the Lords Justices, in *Ex parte City Bank*, did not consider that they were overruling *Re Natal Investment Company*. I have already observed that I am unable to see how *Re Natal Investment Company* can be reconciled with *Ex parte New Zealand Banking Corporation* and *Ex parte City Bank*. In *Re Natal Investment Company* the bonds were made payable 'to the holder, his executors, administrators, or transferees, or to the holder for the time being of the debenture bond.' I am unable to see any distinction between 'payable to bearer' and 'to the holder for the time being,' because the bearer is the holder for the time being. But if the cases are inconsistent I am bound by the latter case, in which the former one was fully considered; and with every respect for Lord Cairns I cannot help coming to the conclusion that he might with great propriety have decided *Re Natal Investment Company* the other way."

Undoubtedly the courts ought, whenever possible, to construe debentures payable to bearer as negotiable, and companies and their creditors ought to take precautions that the instruments are properly framed, if they are intended to be transferable. Lastly, the Legislature ought to follow the American example, and make instruments containing covenants to pay specific sums of money in the nature of bonds payable to bearer negotiable, though under seal.

SUPREME COURT OF JUDICATURE ACT 1873.

(*Continued from page* 3.)

PART IV.—TRIAL AND PROCEDURE.

THE part of the Act which most affects our readers is that which provides for the establishment of district registries. This provision will have the effect of putting in the hands of both attorneys and suitors the power of commencing and continuing proceedings in a centre not far from their own places of residence, and to a great extent will free them from the system of agency business which is now necessitated by all preliminary matters being carried on in London. The Act itself (sect. 60) recites that it is expedient to facilitate the prosecution in country districts of such proceedings as may be more speedily, cheaply, and conveniently carried on therein, and with that object empowers Her Majesty by order in council to appoint district registrars for districts to be defined by the order. From these registries writs of summons are to be issued, and various proceedings in an action are to take place, which will be more fully noticed. It is clearly the intention of the Act that the district registrars are to be ultimately the same persons as the registrars of County Courts in the chief local centres, for power is given to appoint any registrar of any County Court; but power is also given to appoint as district registrars, the registrars or prothonotaries of the Common Pleas at Lancaster and the Pleas at Durham, and of the various local courts from which an appeal lies to the Supreme Court and the district registrars of the Courts of Probate and Admiralty. The existing offices of prothonotary and district registrars will probably be allowed to die out with the present holders, and as the Act gets into full working order it is probable that it will be found more convenient to carry on the work of the Supreme Court, whether Common Law, Chancery, Probate, or Admiralty, in one office. Hence it may be fairly predicted that when the existing district registrars have ceased to hold office, their business will be united in each district into one central office. This section operates from the passing of the Act, but nothing has as yet been done under it. Every district registry will have a seal with which every writ and document issued out of the registry is to be impressed, and all writs and documents, or copies of them, so sealed will be received in evidence without further proof (sect. 61). It is impossible to define the duties or powers of district registrars, as they are to be regulated by rules of court (sect. 62), but it is more than probable that they will have the powers now possessed by masters at common law, and some of, if not all, the powers of chief clerks in Chancery. This is the necessary conclusion to be drawn from the section regulating the proceedings to be taken in district registries (sect. 64), for it is there provided that, subject to rules of court, writs of summons for the commencement of actions in the High Court are to be issued by the district registrars; and unless any order to the contrary be made by the High Court, or a Judge thereof, all further proceedings, including proceedings for the arrest or detention of a ship, her cargo and freight, in an action down to and including entry for trial, or if a plaintiff is entitled to sign final judgment by reason of non-appearance of the defendant, down to and including final judgment, or an order for an account, may be taken before the district registrar, as prescribed by rules of court. This section, however, enables the Judges to enlarge the power of the district registrars by providing that all other proceedings as may be prescribed by rules of court may be taken, and if necessary recorded in the district registries. This will have the effect of throwing upon the district registrars all the work which may now be done by a master or chief clerk, if the Judges shall think fit to do so. Indeed, without such power being put into the hands of a district registrar, the purpose of the Act would be greatly hindered, as constant recourse to the Judges in Chambers would become necessary, and this would involve the removal of proceedings to London. To provide, however, for cases which can be more advantageously carried on in London, power is reserved to any party to an action to apply to the High Court, or a Judge in Chambers, to remove the proceedings from a district registry to the proper office of the High Court in London; and if the court grant the application, all the documents in the cause are to be sent up to the proper office of the High Court, and the action is to proceed as if it had commenced in London (sect. 65). To facilitate the investigation of matters of account and inquiries into question of fact, power is given to the Judges in any pending action to refer such questions to the district registrars, and to order the production at the registry of books and documents, accounts, and other evidence for that purpose; and the registrar will make his report to the court in writing, and it will be acted upon as the court shall see fit. Fees in the district registries are to be taken by means of stamps.

Throughout this notice it will have been plainly visible that many gaps still remain to be filled up by the rules to be published under the Act, before it can be put into working order. The power to make these rules is conferred (sect. 68) upon her Majesty acting under the advice of the Lord Chancellor, the Lord Chief Justice, and the other Judges. The rules are to be made before the commencement of the Act, and will regulate (1) the sittings of the High Court and the Court of Appeal, and of the Division Courts and Judges in Chambers; (2) the circuits, including the time and places at which they are to be holden, and the business to be transacted thereat; (3) all matters consistent with or not expressly determined by the rules contained in the schedule attached to the Act, and which require to be regulated by further rules; (4) and generally the practice and procedure of the courts, the duties of their officers, costs, and the conduct of civil and criminal business for which provision is not expressly made by the Act. Rules made under this section are to be laid before Parliament, and may be annulled on the address of either House within forty days after their being laid on the table, but will be binding until or if not so objected to. The general practice and procedure of the High Court and Court of Appeal are, however, regulated by the schedule to the Act, which is made part of the Act (sect. 69), and is to come into operation immediately on the commencement of the Act. Although the rules in the schedule are to form the first guide to the practice of the new courts, they will not necessarily be permanent, because it is expressly provided that after the commencement of the Act these rules, and all rules made under the former section, may be annulled and altered by the Judges; in fact full power is given to the Judges of the Supreme Court (sects. 68, 69, 74), to make and alter rules as they shall see fit, provided only that the rules in the schedule are to form the first rules of practice, and cannot be altered until the Act has commenced. It is obvious, however, that there are certain courts whose jurisdiction is transferred, having forms and proceedings so peculiar to themselves, that any general rules

applicable to the Supreme Court could not be carried out in those divisions of it. Hence it is provided (sect. 70), that the rules now in force in the Court of Probate, the Divorce Court, the Court of Admiralty, and the Court of Bankruptcy, are to remain in force, except in so far as they are expressly varied by the Act, and are to apply to the High Court and Court of Appeal, that is to say, to the respective divisions exercising those jurisdictions, until they are expressly varied by rules made after the commencement of the Act. One effect of this enactment will be that practitioners in those divisions will, on the transfer of jurisdiction, have nothing new to learn, and will find everything standing as if the Act had not passed. The practice and procedure in criminal matters is also to continue the same, but may be altered by rules of court (sect. 71); this includes the practice as to Crown Cases Reserved. It is not intended by the Act, or by any rules made under it, to affect the mode of giving evidence by oral examination of witnesses in trials by jury, except as to the power of the court to allow affidavits or depositions to be read (rule 36), or the rules of evidence, or the law relating to jurymen or juries (sect 72). Moreover, it is expressly provided (sect. 73), that existing forms of procedure in the courts, whose jurisdiction is transferred, may be continued to be used for the same purpose as they have hitherto been used, provided that they are not inconsistent with the Act or the schedule, or are not abolished by rules made under the Act. As the rules in the schedule are of considerable length, it would be impossible to notice them now, although they come more properly under this head, but they will be treated of separately. As they effect great changes in the practice of the courts, they are worthy of careful attention and separate notice.

With a view of securing to the public a thorough reform in the administration of justice, of which the present Act is only an instalment, it is provided (sect. 75) there is to be a council of Judges meeting at least once a year for the purpose of considering the operation of the Act, of the rules of court in force, and also the working of the offices, the duty of the officers of the courts, and of examining the defects in the system of procedure and administration of the law in the Supreme Court or in any inferior court, whence the appeal lies to the Supreme Court. They will report to the Secretary of State the amendments and alterations they may think necessary, and what other provisions, which cannot be carried into effect without the authority of Parliament, it would be expedient to make for the better administration of justice. If necessary an extraordinary council of the Judges may be convened at any time.

All Acts of Parliament relating to the Courts and Judges whose jurisdiction is transferred, are to be read as applying to the courts and Judges constituted by the Act, and all commissions made under these Acts by which Judges are empowered to try any causes, civil or criminal, are to remain in force until revoked or altered in due course of law: (sect. 76.)

The remainder of the Act, except the schedule and the part relating to the jurisdiction of the inferior courts, is of a formal character, and will require but short notice, which we must, however, now defer.

SUGGESTIONS FOR AMENDING THE PRACTICE RELATING TO STOP ORDERS.

Now that the Supreme Court of Judicature Bill has become law, and rules will have to be made for regulating the practice under it, it seems a good time for suggestions to be made upon a subject likely to be embraced by such rules.

When a fund is standing in the name of the Paymaster-General of the Court of Chancery an assignment or a charge upon it, or of or upon any interest in it, is not complete until a stop order has been lodged in the Paymaster-General's office, and not only so, but such assignment or charge is liable to be defeated by some one else previously lodging a stop order in his favour. A stop order is now generally obtained upon summons in chambers, but in a few cases it is necessary that a petition be presented to the court. Let us assume that A. is entitled to an interest in a fund in court, which he contracts to sell to B. B. goes to the Paymaster-General's office and inquires whether any stop order has been lodged there, and is answered in the negative, upon which he completes his purchase, and on the same day he takes out a summons for a stop order, which is not returnable at the earliest until after the expiration of two clear days, and very often not until after the expiration of a week. The order is made, and the chief clerk endorses the summons, which, on the following day, is left with the registrar for the order to be drawn up. Two days probably elapse before the order is ready for settling, and assuming that no engrossment is requisite, and there is not a press of work in the office, it takes at least another day in which to pass and enter the order. Six days at least must therefore elapse between the settlement of the purchase, and what is equivalent to giving notice to the trustee of the fund, and during that time many things may happen and another stop order may be lodged, the effect of which might be to postpone B.'s rights to those of the person putting on the first order. We do not for a moment wish to suggest that the latter should not have priority in some cases, but it is just possible that he might have taken out his summons several days before the completion of his transaction with A., although such completion did not take place until a day or two after that of the sale to B. The practical object of stop orders is to prevent frauds being practised, so that we must assume that there are people ready to commit such frauds, and it should be the endeavour of a court of equity to do all in its power to prevent them doing so. In the case we have supposed, A. could sell his interest to B., and also to another person, and if he were rogue enough to attempt such a fraud he would probably be cunning enough to arrange that both purchases should be completed on the same day, or at least within a day or two, so that neither would have the remotest idea of the negotiations with the other, nor would the person who completed second be aware of the prior completion by the other purchaser. To prevent such a fraud we would venture to suggest that a system of notices should be adopted, under which a purchaser or other interested person could immediately lodge a restraint in the Paymaster-General's office. This notice might for convenience' sake be required to be given upon a printed form to be obtained at the office, and it should be available for a short time only, say for the next fourteen days during which the Chancery offices were open. This would give ample time for the interested person to obtain a stop order; if he did so it should refer to and operate from the lodging of the notice, but if he neglected to do so the notice should for every purpose be considered null and void, and should confer upon the person giving it no rights or equities of any kind whatsoever. In order to discourage any attempt rashly to lodge notices, the person signing them, who should properly be a solicitor, should be answerable for any loss or expense caused to any other person interested in the fund by the improper lodging of a notice. If a system similar to that above suggested were adopted, it would be impossible for a person interested in a fund to commit a fraud with respect to it, unless through the wilful negligence of the person first dealing with him, in which case the result of the negligence would fall upon the proper person.

Another improvement in regard to stop orders suggests itself to us. Stop orders are often obtained for temporary purposes, as, for instance, to secure the payment of an annuity for a life, and such life may drop before the fund becomes divisible. Again, upon every sale where the purchase-money is paid into court the order directing such payment provides for the execution of a conveyance by all proper parties, and that the purchase-money be not disposed of without notice to the purchaser. The effect of this order is that if it be lodged at the Paymaster-General's office no dealing can take place without the concurrence of the purchaser. We believe a purchaser is bound to remove the stop order at his expense so soon as he obtains his conveyance, but in practice this course is seldom adopted, it being the general custom for the purchaser to authorise the vendor's solicitor to consent on his behalf to any proposed dealing with the fund. The latter course is objectionable in two ways; first the purchaser might die before it was necessary to act upon the authority, in which case his representatives would have to be sought out and served, or their authority obtained, and secondly, the purchaser might make himself liable for the solicitor's improper use of the authority. As a better system we would suggest that an order be no longer deemed necessary for the discharge of a stop order, but that such stop order may, for all purposes, be considered discharged upon the filing in the Paymaster-General's office of a consent for that purpose by the person in whose favour the order was obtained, such consent in all cases to be annexed to and verified by the affidavit of such person's own solicitor.

The chief clerks in chambers should have power to make stop orders affecting funds, notwithstanding the circumstances under which they were paid into court. Some of the chief clerks consider they cannot make such orders when the fund paid in under the Trustee Relief Act exceeds £300, and such a fund is of course from its nature more liable than any other to be affected by claims by purchasers and mortgagees who would require stop orders to protect their interests.

SEARCHES, INQUIRIES, AND NOTICES.

Middlesex and Yorkshire Registries.

(*Continued from p. 4.*)

When the memorial is of an endorsed deed and the parcels are described by reference to those of the deed upon which it is written, the date, parties, and parcels of both deeds should be set out in the memorial (15 Q. B. 976). The registration of an assignment in which the lease is recited is not registration of the lease (*Honeycomb* v. *Waldon*, 2 Str. 1064), and the re-execution of a deed before fresh witnesses, will not do for the purposes of registration (*Essex* v. *Baugh*, 1 Y. & Coll. Ch. R. 620).

It is considered prudent, notwithstanding the exception of copyholds from the operation of the Acts, that such leases of lands of that tenure as would, if of other tenure, require registration, should be registered, and that mortgages of leases, unless of leases originally held at rack rent, should also be registered.

It would not appear necessary to register a will where the devisee is also the heir-at-law, and it seems to be the general opinion that it would not be necessary to register a will where the legatee was also the executor, but we think it would be prudent

that in the latter case the will should be registered to prevent the possibility of a subsequent will being found, under which a purchaser without notice from the executor would derive a better title except in Middlesex when the testator has been dead for five years, or where having died in Great Britain he has been dead two years, or where having died abroad he has been dead four years and no memorial of impediment has been registered, and except in the North Riding of Yorkshire where the testator has been dead for three years, and except in all the Ridings of Yorkshire (with the exception, perhaps, of the West Riding where the purchase or mortgage money does not exceed £50,) and Kingston-upon-Hull where the testator has died in Great Britain upwards of six months, or abroad upwards of three years, and no memorial of impediment has been registered.

The Bedford Level.

By the 15 Car. 2, c. 17, a corporation was formed called "The Governor, Bailiffs, and Commonalty of the Company of Conservators of the Great Level of the Fens," upon whom certain benefits and powers in connection with the 95,000 acres thereby allotted were conferred, and by sect. 8 it was provided that all conveyances by indenture of the 95,000 acres or any part thereof, entered with the registrar in a book to be kept for that purpose, should be of equal force to convey the freehold and inheritance of the 95,000 acres or any part thereof as if the same conveyances by indenture were for valuable considerations of money, inrolled within six months in one of the King's courts of record at Westminster; and that no lease, grant, or conveyance of, or charge out of or upon the 95,000 acres, or any part thereof, except leases for seven years or under in possession, should be of force but from the time it should be entered with the registrar as aforesaid, the entry whereof being indorsed by the registrar upon such lease, grant, conveyance, or charge, should be as good and effectual in the law as if the original book of entries were produced at any trial at law or otherwise.

A lessee who at the expiration of his lease, wished to avail himself of the non-registration of the lease as a defence to an action brought against him upon one of the covenants, was not allowed to do so: (*Hodson* v. *Sharpe*, 10 East, 350.) Lord Ellenborough in that case (at p. 353) is reported to have said, "The Act no doubt meant for the protection of titles, that leases and conveyances within the district should be registered, that every person interested in the inquiry might know in whom the title to any such land was and therefore as against persons who had been deceived by the omission to register, or even as against those who, without being deceived, knew that the Act had not been complied with, and relied on it, the legal objection might prevail at law, but not as between the parties themselves to the lease, between whom the Act was not meant to operate." Le Blanc, J., added, "the object of that clause in the Act on which he (the defendant) relies, was to take away the priority of the party whose title was not registered, with respect to subsequent claimants whose titles were registered, but it never was intended to operate between the parties themselves so as to enable a lessee who had enjoyed under it, to dispute the lease." In the subsequent case of *Willis* v. *Brown* (10 Sim. 127), Shadwell, V.C., concurred with the decision in *Hodson* v. *Sharpe*, but not with the *dicta* of the Judges which we have above given, and he decided that the only effect of the want of registration was to deprive the parties of the special benefits which the Act would otherwise have conferred upon them, and added (at p. 149): "I wish it to be most distinctly understood that I am of opinion that the meaning of those words is not that conveyances of parts of the 95,000 acres shall not have any force at all, but that they shall have no force for the purposes of the Act except from the time of their being entered with the registrar." The latter view now appears to be accepted as correct, perhaps for the reason that it is the more palatable. A search should, however, always be made in the Register Office, although the fact that nothing is then discovered will not be conclusive that no prior dealing has taken place. Upon completion it will be prudent to register all deeds relating to lands in the Level other than, of course, the excepted leases.

THE JUDICIAL STATISTICS FOR 1872.

County Courts.

The proceedings in the County Courts in the year 1872 for the recovery of debt, the proceedings under the Charitable Trusts Act of the 16 & 17 Vict. c. 137, the proceedings under the Act of 20 & 21 Vict. c. 85, for the protection of wives deserted by their husbands, and the proceedings against absconding debtors, are shown in the tables; also, the number of courts having bankruptcy jurisdiction, the number of debtors summonses issued, the number of declarations of inability filed by debtors, and the number of petitions for adjudication filed, under the Bankruptcy Act 1869, in each County Court circuit. The number of County Courts having jurisdiction in bankruptcy is 130. Circuits Nos. 39, 40, 41, 42, 44, and 46, which are comprised in the district of the London Bankruptcy Court, have no jurisdiction in Bankruptcy. The judges of the London Court only have jurisdiction in bankruptcy in the City of London. The Court of Passage at Liverpool has concurrent jurisdiction in bankruptcy with the County Court held there.

Returns of the proceedings of the County Courts under the jurisdiction in equity, conferred by the Act of 28 & 29 Vict. c. 99, have been furnished by the treasurers, as obtained by them from the registrars, for the year 1872, and will be found abstracted in the tables, in continuation of the abstract for the preceding year.

Pursuant to an Act passed in the session of 1868 (31 & 32 Vict. c. 71), Her Majesty, on the representation of the Lord Chancellor, may, by order in council, confer Admiralty jurisdiction to a certain extent, and under certain restrictions declared in the Act, on any County Court. Under this Act, 34 County Courts and the City of London Court have been appointed to have Admiralty jurisdiction, and the proceedings for the year ending 31st. Dec. 1872 are shown in the table.

The cases in which probates or administrations of wills were granted under decrees of County Courts are shown in the returns furnished by the district registrars of the Court of Probate.

Hitherto there have been 59 County Court circuits, but Nos. 10, 34, and 56 having been absorbed in the circuits adjoining to them respectively, 56 circuits only now remain. The number of places at which courts are held is now 499. The number in each circuit is shown in the table; the number of days of sitting on each circuit in 1872 is also shown.

For Circuit No. 6, in which Liverpool is comprised, there are two judges. For each of the other circuits there is one judge only.

The following are the number of plaints in the whole of the County Courts, and the totals under each heading in the returns with reference to the recovery of debts for the year 1872, in comparison with the numbers for the preceding year and for 1862:

	1872.		1871.		1862.	
Plaints entered	900,755		918,588		847,169	
Cases from the Superior Courts	554		610		119	
		901,309		919,148		847,288
Causes determined:						
With a jury	959		953		869	
Without a jury	510,947		520,991		466,582	
		511,906		521,944		467,451
Judgments:						
For Plaintiff	305,354		307,229		250,400	
For Plaintiff by consent or admission	185,896		193,606		187,646	
For Plaintiff by default	3,463		3,663		1,128	
Nonsuit	8,339		8,285		10,170	
For Defendant	8,854		9,161		9,107	
		511,906		521,944		467,451
Judgment Summonses:						
Issued	124,367		123,928		122,285	
Heard	64,992		66,606		61,584	
Warrants of Commitment:						
Issued	33,823		33,704		26,757	
Debtors imprisoned	6,899		7,969		9,373	
Executions against goods:						
Issued	177,421		181,123		131,760	
Sales made	3,877		4,435		4,849	
Appeals	32		28		42	
Order to stay proceedings	51		75		47	
Certiorari to remove proceedings	44		48		81	
Total amount for which plaints entered	£3,590,792		£2,662,132		£3,006,680	
On Judgments obtained by Plaintiffs on original hearings:						
Amount of Debts	£1,282,693		£1,324,156		£1,000,223	
Amount of Costs	£62,360		£61,670		£40,137	
Total amount of Fees on all proceedings	£349,266		£358,031		£270,684	
Proceedings in cases of absconding debtors:						
Warrants to arrest	2		—		54	
Bail given	—		—		1	
Debt and costs paid	1		—		10	
Warrants suspended	—		—		4	
Proceedings under the Charitable Trusts Acts:						
Matters heard	1		—		1	
Orders made	1		—		1	
Proceedings for protection of wives deserted by their husbands:						
Orders registered	747		690		532	
Orders discharged	1		1		2	
Bankruptcy:						
Number of adjudications by County Courts	684		943		—	
Debtors' summonses issued	1,448		1,529		—	
Declaration of inability filed by debtors	182		337		—	
Petitions for adjudications filed	866		1,162		—	

In the number of plaints entered in 1872 there is a decrease of 17,763, or 1·9 per cent., as compared with the number in 1871. The number for the latter year showed an increase of 6240 as compared with the number in 1870. As compared with the number in 1862 there is an increase, in 1872, of 53,606, or 6·3 per cent.

From a Parliamentary paper recently issued, (No. 123, Sess. 1873) it appears that from the establishment of these courts in 1847 to the 31st Dec. 1872, the total number of plaints entered is 18,200,811, for an aggregate amount of £48,794,746. The amount for which judgment was obtained during the same period is £24,732,095.

The number of days of sitting for the whole of the circuits was 7973 in 1872, against 8041 in 1871, 8085 in 1870, 7909 in 1869, 7987 in 1868, and 7893 in 1867. The number for 1872 gives 64·2 causes for each day of sitting, calculating on the total number of causes determined. This average was 64·9 for 1871; for 1870, 64·7; for 1869, 68·5; for 1868, 71·7; for 1867, 68·7; for 1866, 62·1; for 1865, 57·1. The greatest number of days of sitting on any circuit in 1872 was 313, on Circuit No. 6, for which there are two judges; the greatest number for a single judge was 168, on Circuit No. 12; the lowest was 111, on Circuit No. 39; against 326 on Circuit No. 6, 161 on Circuit No. 2, and 92 on Circuit No. 8, respectively, the highest and lowest numbers in 1871. The highest average number of causes determined on each day of sitting was 142, on Circuit No. 13; the lowest 25, on Circuit No. 32. In the preceding year the highest average was 157, on Circuit No. 19; the lowest 26, Circuit No. 32.

The causes determined in court were in the proportion of 56·8 per cent. to the total number of plaints entered, leaving 43·3 per cent. as the proportion settled out of court. In 1871 these proportions were 56·7 and 43·2; in 1870, 57·3 and 42·7; in 1869, 58·6 and 41·4; in 1868, 58·5 and 41·5; in 1867, 57·5 and 42·5; in 1866, 55·9 and 44·1; in 1865, 55·4 and 44·6; in 1864, 56·4 and 43·6, respectively.

Of the judgments given in 1872, 96·7 per cent. were for the plaintiff, 1·6 per cent. were nonsuits, and 1·7 per cent. were for the defendant. In 1871 the proportions were the same. In 1870, 96·6 per cent. were for the plaintiff, 1·6 per cent. were nonsuits, and 1·8 per cent. were for the defendant. In 1869 the same. In 1868, 96·9, 1·5, and 1·6: in 1867, 96·6, 1·7, and 1·7; in 1866 and 1865, 96·2, 1·9 and 1·9; in 1864, 95·9, 2·1 and 2·0.

The number of debtors imprisoned gives one for 130·6 of the number of plaints entered, with the cases from the Superior Courts included. In 1871 the proportion was one for 115·3. In 1870, one for 138·3; in 1869, one for 95·8; in 1868, one for 101; in 1867, one for 112; in 1866, one for 115; in 1865, one for 123; in 1864, one for 113.

(To be continued.)

NOTES OF THE WEEK.

COURT OF APPEAL IN CHANCERY.

Tuesday, Nov. 4.

(Before the LORDS JUSTICES.)

Re THE MATLOCK OLD BATH HYDROPATHIC COMPANY. (CASE OF THE MANCHESTER FINANCE CORPORATION).

Company — Winding-up — Contributory — Allotment of shares in satisfaction of debt.

THIS was an appeal from a decision of Bacon, V. C. The Manchester Finance Corporation having advanced £500 to the Matlock Old Bath Hydropathic Company, the latter company allotted to the corporation fifty fully paid-up shares of £10 in the Matlock Company in satisfaction of the sum advanced. The £500 was, however, still treated as a debt, and it appeared that the two companies intended the shares to be merely a security for the debt. In Feb. 1868 the Matlock Company gave the corporation a debenture for £500 as a further security for the debt. The Matlock Company was subsequently ordered to be wound-up, and the Vice-Chancellor held that, as they had paid nothing upon the shares, the corporation must be treated as holders of unpaid shares, and placed upon the list of contributories. From this decision the corporation appealed.

Yate Lee (with him *Amphlett*, Q.C.), for the appellants, stated that they were ready to give up all right of proof on the debenture for £500, if they were removed from the list of contributories.

Ince (with him *Kay*, Q.C.), for the official liquidator.

Lord Justice MELLISH said that on the fifty shares being allotted to the corporation in discharge of their debt, they ceased to be creditors of the company. It appeared from subsequent transactions that both parties intended still to keep alive the debt. That could not be lawfully done. The corporation never agreed to take unpaid shares, but fully paid up shares were allotted to them in payment of their debt. They must, therefore, be removed from the list of contributors.

Lord Justice JAMES concurred.

Solicitors for the appellants, *T. White* and *Son*.

Solicitors for the respondents, *Satchell* and *Chapple*.

THE IMPERIAL LAND COMPANY OF MARSEILLES *v.* MASTERMAN.

Practice—Affidavit of documents — Further affidavit—Reasonable suspicion.

THIS was an appeal from an order of Malins, V.C. The defendants had, in pursuance of the common order obtained by the plaintiffs, made an affidavit of documents in the usual form, referring to a schedule of documents, and concluding with the usual denial of their having or having had in their possession any other documents. The schedules comprised a copy of a letter of the 19th Oct. 1865, from Messrs. Uptons and Co., solicitors in London, to Messrs. Maugham and Co., their agents in Paris, and copies of letters in reply of the 20th and 21st Oct. 1865, from Messrs. Maugham and Co. to Messrs. Uptons and Co., in which the former stated that they had sent therewith copies of certain documents alleged by the plaintiffs to be material to the questions at issue in the cause. The defendants, by their answer, admitted that Messrs. Uptons and Co. acted as their solicitors in Sept. 1865, in reference to the matters in question in the cause, but denied that they had so acted after the 17th Oct. 1865. The Vice-Chancellor, on the application of the plaintiffs, ordered the defendants to make affidavit of documents on the ground that the schedule afforded reasonable ground for suspecting that the defendants had in their possession other documents than those set out in the schedule, relating to the subject matter of the suit. From this order the defendants appealed.

Cotton, Q.C. and *Kekewich*, for the appellants.

Glasse, Q.C., *Higgins*, Q.C., and *Wingfield* for the respondent.

Lord Justice JAMES said that there was nothing in the schedule to raise a reasonable suspicion that anything had been inadvertently or otherwise omitted from the affidavits. It was perfectly clear that the letters in question had been written and received by Messrs. Uptons, not as solicitors of the defendants, but as solicitors of the company which had just been registered. The affidavit was sufficient in form, and contained an express denial of the possession of any other documents relating to the subject-matter of the suit. The Vice-Chancellor's order must therefore be discharged.

Lord Justice MELLISH was entirely of the same opinion.

Solicitor for the appellants, *Freshfields*.

Solicitors for the respondents, *G. S.* and *H. Brandon*.

V.C. WICKENS' COURT.

(Before Lord SELBORNE, sitting for the late Vice-Chancellor WICKENS.)

Tuesday, Nov. 4.

ADAMS *v.* NORTH BRITISH RAILWAY COMPANY.

THE bill in this case stated that Frederick Foster Burlock was, in 1869, constituted the general agent of Messrs. Richardson and Co., an American firm, to introduce and sell in Great Britain an invention for the improvement of safety-valves for steam-boilers. In Jan. 1870 Burlock entered into an agreement with the plaintiff, whereby, after declaring that he had the full and sole power to treat for the sale of the invention, he gave the sole agency for working the patent in this country to the plaintiff, who was to have an interest in sales and profits to the extent of £25 per cent. The railway company having adopted the invention for their locomotives, had paid a royalty for some valves supplied by the plaintiff, who however alleged that they had many more in use, for which they refused to pay any royalty. The bill then prayed for an account, for damages, and for an injunction. The defendants demurred on the ground that Burlock's authority did not extend to a right to give to Adams the privileges granted by the agreement of 1870, and in this view the late Vice-Chancellor Wickens had concurred when refusing a motion for injunction.

H. M. Jackson, Q.C., and *Graham Hastings* appeared for the plaintiff.

Dickinson, Q.C., and *Colquhoun* for the railway company.

Lord SELBORNE allowed the demurrer, with costs, without hearing a reply.

Solicitor for the plaintiff, *T. Guscotte*.

Solicitors for the railway company, *Ashurst, Morris*, and *Co*.

PATENT LAW.

(By C. HIGGINS, Esq., M.A., F.C.S., Barrister-at-Law.

COMPLETE SPECIFICATION.

(*Continued from page 424.*)

Minter v. *Mower*. 1837.—"Patent for an improvement in the construction, making, or manufacturing of chairs." The specification thus concludes: "What I claim as my invention is, the application of a self-adjusting leverage to the back and seat of a chair, whereby the weight on the seat acts as a counter-balance to the pressure against the back of such chair as above described." It appeared from the evidence that a chair, acting upon the same principle as that which the patentee claimed, had been constructed and sold by a person of the name of Brown, before the date of the patent; this chair had, however, been encumbered by additional machinery. Held, that the specification was bad. Denman, C. J., said: "The specification claimed more than the plaintiff had invented, and would have actually precluded Brown from continuing to make the same chair that he had made before the patentee's discovery. We are far from thinking that the patentee might not have established his title by showing that a part of Brown's chair could have effected that for which the whole was designed. But his claim is not for an improvement upon Brown's leverage, but for a leverage so described that the description comprehended Brown's." (6 A. & E. 735; 1 Web. P. C. 142.)

Galloway v. *Bleaden*. N. P. 1839.—Tindal, C.J., referring to the specification, said: "If there is a want of clearness, so that the public cannot afterwards avail themselves of it, much more if there is any studied ambiguity in it, so as to conceal from the public that which the patentee for a term is enjoying the exclusive benefit of, no doubt the patent itself would be completely void." (1 Web. P. C. 524.)

Bickford v. *Skewes*. 1839.—Patent for a miner's safety fuse. The specification directed the use of "gunpowder, or other proper combustible matter," for the manufacture of the fuse. It was objected, on behalf of the defendant, that the plaintiff had failed to show that any other material but gunpowder had ever been used in the fuse; or, if introduced, would answer the purpose desired. Denman, C.J., in delivering the judgment of the court, said: "The first part of this objection seems to us immaterial if other materials, not specified (and it is certainly not necessary to specify all), but still within the description given, will answer the purpose; no ambiguity is occasioned. Nothing that can mislead the public, or increase the difficulty hereafter of making the instrument, by the introduction of terms which import the patentee has himself used them. The latter part of the objection, if true in fact, would have been more material, because it does tend to mislead if it be stated that a whole class of substances may be used to produce a given effect, when, in fact, only one is capable of being so used successfully. . . . The specification is addressed, not to persons entirely ignorant of the subject matter, but to artists of competent skill in that branch of manufactures to which it relates." (1 Q. B. 938; 1 Web. P. C. 214.)

Elliott v. *Ashton*. N. P. 1840.—Coltman, J., said: "The patentee must give such a description in his specification as would enable a workman of competent skill, conversant with the trade, to carry the invention into effect." (1 Web. P. C. 222.)

Neilson v. *Thompson*. 1841.—Cottenham, L.C.: "The public are entitled to know for what it is that the patentee claims the invention, that they may be saved inconvenience upon the subject; therefore, the specification must tell the public for what it is that he claims protection." (1 Web. P. C. 283.)

Neilson v. *Harford*. 1841. (N. P.)—1. A specification is sufficient if it enables a person of *ordinary skill and knowledge* of the subject to construct the patented machine. Parke, B., said to the jury: "You are not to ask yourselves the question whether persons of great skill, a first-rate engineer, or a second-class engineer, as described by Mr. Farey—whether they would do it; because generally those persons are men of great science and philosophical knowledge, and they would upon a mere hint in the specification probably invent a machine which should answer the purpose extremely well; but that is not the description of persons to whom this specification may be supposed to be addressed, it is supposed to be addressed to a practical workman, who brings the ordinary degree of knowledge and the ordinary degree of capacity to the subject." In the course of the argument in the Court of Exchequer, Abinger, C.B., said: "Where the specification uses scientific terms which are not understood except by persons acquainted with the nature of the business, the specification is not bad because an ordinary man does not understand it, provided a scientific man does; but where the specification does not make use of technical terms, where it uses common language, and where it states that by which a common man may be misled, though a scientific man would not—when it does not profess to use scientific terms, and an ordinary man reading the specification is misled by it—it would not be good."

2. (Court of Ex.)—The specification should be such as, if fairly followed out by a competent workman, *without invention or addition*, would produce the machine for which the patent is taken out, and such machine so constructed must be one beneficial to the public. Parke, B. said, at Nisi Prius: "If experiments are necessary in order to construct a machine to produce some beneficial effect, no doubt this specification is defective. If experiments are only necessary in order to produce the greatest beneficial effect, in that case I think the patent is not void." Parke, B., delivering the judgment of the Court of Exchequer, said there was no authority to show that a specification, which could only be supported by a fresh invention and correction by a scientific person, would be good.

3. (Court of Ex.)—A specification which contains a false statement in a material circumstance, of a nature that, if literally acted upon by a competent workman, would mislead him and cause the experiment to fail, is bad. The patentee, in his specification said: "The shape of the receptacle" (a part of his machine) "is immaterial to the effect." This was held to cast upon the patentee the necessity of proving to the satisfaction of the jury that any shape which could reasonably be expected to be made by a competent workman would produce a beneficial effect and be a valuable discovery.

4. (N. P.) The omission to mention in the specification anything which may be necessary for the beneficial enjoyment of the invention is a fatal defect. *Aliter* if such omission go only to the degree of the benefit.

5. (N.P.)—The omission to mention in the specification anything which the *patentee knows* to be *useful* is a fatal defect.

6. (Court of Ex.)—A patent is not vitiated by a mistake in the specification, as where air is called an imponderable substance, or sulphur a mineral; nor by a mistake in a matter foreign to the invention, which cannot mislead; nor by the inaccurate use of words which are explained by the context.

7. (Court of Ex.)—The construction of the specification is for the court, the meaning of the words and surrounding circumstances having been ascertained by the jury. Parke, B. delivering the judgment of the Court of Exchequer, held it a just rule of construction to judge of the meaning of a particular phrase by taking the whole instrument together; and he construed the word "effect" in one part of the specification as meaning beneficial effect, because it was evidently used in that sense in some other parts of the specification. The intelligibility of the specifica-

tion is a question for the jury. (1 Web. P.C. 295.)

Carpenter v. *Smith*. N. P. 1841.—Abinger, C.B., in his remarks to the jury, said: "It is required as a condition of every patent that the patentee shall set forth in his specification a true account and description of his patent or invention, and it is necessary in that specification that he should state what his invention is, what he claims to be new, and what he admits to be old; for if the specification states simply the whole machinery which he uses, and which he wishes to introduce into use, and claims the whole of that as new, and does not state that he claims either any particular part, or the combination of the whole as new, why then his patent must be taken to be a patent for the whole, and for each particular part, and his patent will be void if any particular part turns out to be old, or the combination itself not new." (1 Web. P. C. 532.)

Gibson v. *Brand*. 1842.—If the patentee claims as his invention improvements in machinery or a new combination of machinery, and the jury find that he has only invented an improved process, the patent is void. Tindal, C.J., said: "Looking at the specification in the case, it appears to me that this patent cannot be supported at law, because the plaintiffs have, in the course of it, claimed more than they are entitled to." His Lordship also said that the specification ought to be so clearly worded as to enable any person of sufficient understanding on the particular subject to attain the result without doubt or difficulty, it being the price paid by the inventor for keeping the public out of the enjoyment of the manufacture. Cresswell, J.: "Every party is bound to tell the public clearly, by his specification, what he claims, and what they may do or not do, without risk of an action for infringing his patent. (1 Web. P. C. 627; 4 M. & G. 179.)

Macnamara v. *Hulse*, N. P. 1842.—Action for the infringement of a patent for "certain improvements in paving, pitching, or covering streets, roads, and other ways." The patentee, in his specification, said: "My invention consists in an improved mode of cutting or forming stone, *or other suitable material* for paving or covering roads," &c. The specification directed the blocks to be used for paving to be bevelled both inwards and outwards, but said nothing as to the precise angle at which the bevels were to be made. The infringement complained of was the manufacture of *wooden* blocks according to the improvement of the plaintiff. Abinger, C.B., said: "If the specification leaves it to experiment to determine what is the proper angle, it is not good; but if any angle is a benefit, it will do." And, again: "I think that the words 'any other suitable material' include a wood pavement, though probably the plaintiff never contemplated it." (1 Car. & Marsh. 478; 2 Web. P. C. 129.)

Walton v. *Bateman*. N. P. 1842.—Tindal, C.J., held that it was a question for the jury whether the patentee has given such a description of his invention and of the manner of carrying it out as will enable a workman of competent skill in that line of business to act upon it. (1 Web. P. C. 621.) If a patentee knows a better mode than that which he states in his specification of carrying out his invention, his patent is void. (1 Web. P. C. 622.)

The Household Company v. *Neilson*. N. P. 1843.—It is not necessary that the apparatus described in the specification should be productive of the greatest amount of benefit; it is sufficient if an ordinary workman, acquainted with the subject, could, by following the specification, construct an apparatus productive of some benefit. Lord Justice Clerk Hope, in addressing the jury, said: "The specification is to be read as addressed to artists, or persons of competent skill in the branch of manufacture or process to which it is applicable. Hence, known machinery need not be described, when the use of them is to be made in carrying out the object of the patent .... Workmen of ordinary skill, means those competent in the ordinary business and conducting of the particular trade—to furnish and construct apparatus for the purpose required. Certainly, the pursuer does not satisfy the condition of law, if he says men of the greatest science—first-rate engineers—could understand him, and would know what to do, or what direction to give. That is not enough. The specification must be for the benefit of the trade when the patent is out; it is addressed to those engaged in particular departments of trade, and who are to be employed in order to make apparatus for the purpose, those who are competent to make similar apparatus for similar purposes. But the terms in the issue do not denote common labourers or workmen employed under those which do furnish and construct such apparatus." (1 Web. P. C. 676.)

Fickels v. *Haslam*. 1844.—The patent was for "improvements in the manufacture of plaited articles." The specification described but one improvement. Held, by the Court of Common Pleas that this did not render the specification bad. (8 Jur. 474.)

SOLICITORS' JOURNAL.

MANY of those members of the Incorporated Law Society who wish and recently endeavoured to throw open the doors for the election of the council, making it more representative, are probably unaware of the fact, that in Dublin the council of the Incorporated Law Society is annually elected by ballot.

AMONGST the many offices which might with great advantage to the public, and in view of the increasing necessity for a fairer distribution of what may be called the pickings of the Profession, justly be bestowed upon solicitors, that of clerk of assize certainly seems one of the most conspicuous. A clerk of assize should be a local solicitor, who would of course appoint his agent to do the necessary work in London in the manner adopted by under sheriffs.

A CORRESPONDENT informs us that there is an idea prevailing that the partners and articled clerks of members of the Incorporated Law Society are at liberty to use the hall or reading room of the society. This is an error to which we think it necessary to direct attention, especially as at the present time efforts are being made to increase and extend the influence of this Society, and when, too, it is said that every qualified solicitor should feel it incumbent on him to become a member of the society.

A CORRESPONDENT inquires of us whether solicitors only are competent to act as political agents for the purpose of attending before Revising Barristers. We are not aware of any enactment limiting the right so to appear to solicitors, though we are bound to say such a condition would be only right and proper; but it is hardly a matter for which provision would be made unless at the instigation of the representative body. If the matter is open, an express provision that certificated solicitors alone should be qualified for such responsible and important posts would be desirable.

A REPORT, in circulation, to the effect that the Council of the Incorporated Law Society have decided to apply to Parliament with a view to confirmation by statute of the "Scale of Commission" recently circulated amongst members of the society by the council does not, we believe, convey the actual position of the matter. The Scale has been submitted to the Lord Chancellor, and in the event of his approving it, the application above suggested will be made. As is well known, a very large number of solicitors do not belong to any of the existing Law Societies, either in town or country, and we believe—and are glad so to understand—that it is in contemplation to circulate the Scale in question among solicitors generally. The Incorporated Law Society represents, or should do so, not less those who are not members than those who are so.

WE are sorry to hear that the Hampshire and West Sussex Law Society established, we believe, in 1869, principally through the instrumentality of Mr. Cousins, the present clerk to the Justices of Portsmouth, has become practically defunct, and this, too, at a time when such societies are more than ever needed, and, indeed, are springing up in every part of the kingdom. The matter contained in the pages of our present issue, especially upon the subject of the serious encroachments upon the Profession, sufficiently illustrates the necessity for the existence of these societies, which, however, should be brought more in contact with the Incorporated Law Society, if they should not be in fact branches of it. We hope to hear that the country society referred to will be again resuscitated. We believe there are many young professional men in Hampshire with ample energy who may well in their own interests render that assistance with the view we suggest which older members of the Profession cannot be expected to bestow.

THE following law lectures and classes are appointed for the ensuing week in the Hall of the Incorporated Law Society. Monday, 10th, class, Conveyancing, 4.30 to 6 o'clock; Tuesday, 11th, class, Conveyancing, 4.30 to 6 o'clock; Wednesday, 12th, class, Conveyancing, 4.30 to 6 o'clock; Friday, 14th, lecture, Common Law, 6 to 7 o'clock.

SEVERAL country solicitors have forwarded to us a quantity of printed matter addressed to each, and marked "Private." At the sacrifice of space we are bound to reproduce the whole of the important part of it, as follows, together with the body of a circular letter sent with the "scale of charges:"—

Law Agency Offices, London.

In returning thanks to the legal profession we now beg to submit our revised low scale of agency charges for solicitors only, which will be found on comparison to be 25 per cent. below *other agents*, and to assure our patrons that all business entrusted to us will be carried out with the accuracy, fidelity, and despatch afforded by an experience of twenty years.

It will be seen that our scale enables the country practitioner to secure to himself nearly the full benefit of his charges.

LAW AGENTS AND ACCOUNTANTS, JOINT STOCK COMPANIES' REGISTRATION AGENTS AND LAW STATIONERS, London, W.C.

SCALE OF CHARGES.

	s.	d.
Chancery.		
Deeds enrolled	3	0
Registering Assignment of Patents	2	0
Search for Specification of Patents	2	0
Common Law.		
Registering Bill of Sale	1	0
Search Bill of Sale	1	6
Do. Warrant of Attorney	1	6
Filing Certificate of Acknowledgment	1	0
Searching Registered Judgments, Crown debts, Lis pendens, and Annuities	2	6
Articled Clerks' notices for Examination and Admission given, Affidavits and Admissions prepared, and Court attended on signing the Roll	15	0
Bankruptcy.		
Search for Composition Deeds or Cases in liquidation	2	0
Service of Restraining Order on Judgment Creditors, and making Affidavit of Service	3	6
Attending Meeting of Creditors, and letter reporting result, as per time engaged		
Probate Registry.		
Valuations made for Probate in town or country. 5 per cent. commission on total value; (one-third of the commission allowed to solicitors)		
Wills proved, or Letters of Administration extracted for country solicitors, in their own names	5	0
Searching Will	2	6
Court fee	1	0
Attending for any other purpose at Registry	2	0
Somerset House.		
Passing Residuary Account (according to time) 3s. to	7	6
Passing Succession Account, 2s. to	5	0
Paying instalment of Succession Duty	2	0
Paying duty on Legacy	2	0
Paying increase on Probate or Letters of Administration	3	0
Obtaining return of Probate Duty	3	0
Search for Birth, Death, or Marriage	2	0
Attending Stamping Deed	1	0
Denoting Stamp to Duplicate Deed	1	0
Obtaining Adjudication Stamp on Deed	5	0
Joint Stock Companies' Registry.		
Registering Company	5	0
Annual and other Returns filed	2	0
Companies' Books, Prospectuses, Share Certificates, Letters of Allotment, forms of application for Shares and Common Seal supplied at 25 per cent. less than any other Registration Agent.		
General Business.		
Books Audited and Accounts prepared (charge by arrangement).		
Searching Records at Public Record Office. Contracted Latin translated, copied, and verified by affidavit (as per time engaged).		
Obtaining execution of Deed (each name)	2	6
Payment into County Court	2	6
Notices inserted in Newspapers, &c. (each)	1	6
Passport obtained from Foreign Office	5	0
Friendly Societies enrolled	2	6
Law Stationery usual charges.		
Articled Clerks prepared for examination in Solicitors' Bookkeeping and Accounts.		

It is not enough to say that it is our actual duty to expose this; not enough to say that the thanks of the Profession are due to those country solicitors whose sense of professional etiquette impels them to forward such matter to us. It must also be said that we are perfectly surprised—we have written it before over and over again—that no society is formed to stamp out this touting, these depredations by unqualified persons, which is assuming in London very large and serious proportions. It is for us to give publicity to a wrongful state of things; it is for the Profession to rectify it. No doubt other business is transacted besides that suggested by "The Scale of Charges."

NOTES OF NEW DECISIONS.

SUIT FOR DISSOLUTION—PRIOR DECREE OF JUDICIAL SEPARATION—CRUELTY COMMITTED BEFORE THE DECREE—FRESH ADULTERY.—A wife who had been judicially separated from her husband on the ground of his adultery, filed a petition for dissolution, alleging fresh acts of

adultery and cruelty, which were known to her before the former decree. Held, that the decree of judicial separation was no bar to her petition for a divorce: (*Green* v. *Green*, 29 L. T. Rep. N. S. 251. Div.)

WILL TORN BY DISAPPOINTED LEGATEE—PROBATE OF THE PIECES AND AN AFFIDAVIT.—A disappointed legatee got possession of the will after it had been read over to her, and tore it in pieces. One of the pieces was missing, and was supposed to have been carried away by her. The court allowed the contents of the missing part to be proved by affidavit, and granted probate of the pieces thus supplemented: (*In the goods of G. Clift*, 29 L. T. Rep. N. S. 259. Prob.)

MATRIMONIAL SUIT—JUDICIAL SEPARATION—PERMANENT ALIMONY—ALLOWANCE FOR CHILDREN.—The joint income of the parties amounted to £563, of which the wife had £196 arising from property settled on her by her husband. There were three children of the marriage, and the court, in allotting permanent alimony to the wife, allowed £30 a year for each of these children in addition to the £196 a year of which she was already in possession: (*Todd* v. *Todd*, 29 L. T. Rep. N. S. 52 Div.)

MATRIMONIAL SUIT—DESERTION—HUSBAND FREQUENTLY IMPRISONED—WIFE'S REFUSAL TO RESUME COHABITATION.—The husband, who was the respondent, had been several times convicted of larceny, and sentenced to terms of imprisonment. The first separation occurred when the husband withdrew from home, with his wife's consent, for the purpose of concealment. On his release the wife refused to return to cohabitation, and ultimately sued for a divorce. Held, that there was no desertion, the original separation having been with the wife's consent, and the subsequent separation being involuntary on the husband's part, and caused by the refusal of the wife, which was not founded on any matrimonial misconduct: (*Townsend* v. *Townsend*, 29 L. T. Rep. N. S. 254. Div.)

Correspondence.

COMMISSION TO ADMINISTER OATHS.—Several of my professional friends and I are unable to agree as to the meaning of the first paragraph on page 449 of your number of the 25th ult. After the Judicature Act has come into operation will affidavits deposed to before common law commissioners be received in evidence in every division of the Supreme Court? In a word, will the existing distinction between common law and Chancery commissioners be abolished? H. M.

[Yes; it is as you suggest, but see our note to the letter of "An Old Practioner" on this subject.—ED. Sols. Deptmt.]

— I am obliged to you, and so must be all the commissioners, for ascertaining from the highest authority their position under the Judicature Act, and I collect from the remarks contained in the LAW TIMES of the 25th Oct., that I as a Commissioner in Chancery, and a Commissioner at Common Law for five counties, will be enabled to administer oaths relating to common law in all parts of England and Wales, and that a commissioner at law, although his commission should only extend to five counties, will be able to administer oaths relating to the Chancery and Probate divisions, and to common law matters throughout England and Wales, so that we shall all have equal powers. I am induced to trouble you with this letter because a correspondent was of opinion that commissioners would only retain similar powers to those which they now possess. It would be a very great advantage if London Commissioners could administer oaths in the country, and *vice versa*.

AN OLD PRACTITIONER.

[You take an incorrect view of the matter. Members of the Profession already holding commissions will be enabled to exercise them in reference to all business in the Supreme Court and Court of Appeal, but where the commission defines the limits within which it can be exercised, the terms of the commission in this respect will still hold good.—ED. Sols'. Deptmt.]

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

DAWSON (Maria), 33, Bedford-square, widow; ALCOCK (Harry), Wilton Castle, Wexford, Ireland, Esq., and DEVEREUX (John Daly), Ballyrank's House, Wexford, Esq. £22 16s. 8d. Reduced Three Per Cent. Annuities. Claimants, said Maria Dawson, widow, Harry Alcock, Esq., and John Daly Devereux, Esq.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

BARNES (Jane), 9, Linden Grove, Peckham, Surrey, widow. Dec. 31; W. Edwin, solicitor, 56, Blackman-street, London.

BARNES (John H.), Bushery Grange, Watford, Herts, and the Stock Exchange, London, Esq. Dec. 31: Clayton and Sons, solicitors, 10, Lancaster-place, Strand, Middlesex.

BEALL (Samuel), Great Charlotte-street, Blackfriars, Surrey, pawnbroker. Dec. 1; J. Attenborough, solicitor, 63, St. Paul's Churchyard, London.

BLACKWOOD (Sir Henry) Bart., Portsea. Dec. 1; Grueber and Cooper, solicitors, 5, Billiter-street, London.

CARRINGTON (Edmund), Beverley, veterinary surgeon. Jan. 1; Robinson and Son, solicitors, North Bar Within in Beverley.

COOKE (Geo.), formerly of Fleet-street, London, late of Kendall-place, Vassall-road, North Brixton, now known as 103, Vassall-road, Brixton, Surrey. Jan. 1; Messrs. Freshfields, solicitors, 5, Bank-buildings, London.

DRAGE (Wm.), 9, Arrow-street, Leytonstone road, Essex, gentleman. Dec. 1; Jacobs and Co., solicitors, 20, Budge-row, Cannon-street, London.

DUNDERDALE (Richard), Wheatley Brook, Thornley, Lancaster, yeoman. Dec. 27; R. W. and A. Arcroft, solicitors, 4 Cannon-street, Preston.

EAGLE (Geo. C.), 137, Upper Thames-street, London, and 13, Rutland-gate, Middlesex, and of Wargrave, Berks, wool warehouse keeper. Nov. 15; Drake and Son, solicitors, 8, Cloak-lane, Cannon-street, London.

EVE (Rev. Henry), The Rectory, Ockenden, near Romford, Essex. Dec. 1; A. E. Francis, solicitor, 9, Austin Friars, London.

GARROD (Joseph N.), Falcon-square, and Wyndham House, Carlton-hill, St. John's Wood, London, Esq. Dec. 8; Robinson and Preston, solicitors, 35, Lincoln's-inn-fields, Middlesex.

HARRISON (John), Gladon, Yorks, formerly a slabber, afterwards a grocer. Dec. 1; J. Hartley, solicitor, Otley, Yorks.

HAY (Lieut-Gen. Chas. C. R.), formerly of 22, Cornwall-gardens, South Kensington, Middlesex, late of Redboat Villa, Freshwater, Isle of Wight. Dec. 15; Farrer and Co., solicitors, 66, Lincoln's-inn-fields, Middlesex.

HEWETT (Charlotte), late of 13, Southgate-street (formerly called Chernock-place), Winchester, spinster. Dec. 31; Barnes and Bernard, solicitors, 11, Great Winchester-street, London.

HILL (Catherine), Compton-walk, Southampton, widow. Dec. 27; Hickman and Son, solicitors, Southampton.

HOLDSWORTH (Jas.), Otley, York. Dec. 1; J. Hartley, solicitor, Otley.

HOUSTOUN (Wm.), Dhulough, Co. Mayo, Ireland, Esq. Dec. 20; G. Rooper, solicitor, 17, Lincoln's-inn-fields, Middlesex.

MACLACHLAN (Daniel), Ventnor, Isle of Wight, physician. Nov. 29; Lawrie, Keen, and Rogers, solicitors, 24, Knightrider-street, Doctors'-commons, London.

MAITLAND (Isabella R.), formerly of 13, Stratford-place, late of 17, Seymour-street, Marylebone, Middlesex, spinster. Dec. 2; Dawes and Sons, solicitors, 9, Angel-court, Throgmorton-street, London.

MOYCE (Elizabeth M.), formerly of Mason's Hill, Bromley, Kent, late of Shipborne, Kent, widow. Dec. 15; Walker and Martineau, solicitors, 18, King's-road, Gray's-inn, Middlesex.

NIELD (Alice), Woodfield Cottage, Alderley Edge, near Manchester, spinster. Jan 22; F. Whitaker, Duchy of Lancaster office, Lancaster-place, Strand, London.

PATERSON (Sarah), 48, Tufnell-park-road, Holloway, Middlesex, widow. Nov. 30; W. A. Williams, 17, Grafton-road, Holloway.

SIDWELL (Ann), 15, Eldon-square, Reading, Berks, widow. Dec. 22; Pownall and Co., solicitors, Staple-inn, London.

SMITH (Wm.), 5, Adelaide-terrace, Kingston-upon-Hull, gentleman. Feb. 1; Towney and Dawber, solicitors, 10, Parliament-street, Hull.

SOLOMON (Samuel), Pine Apple Lodge, Peckham Rye, Surrey, and Covent-garden, Middlesex, market grower of fruit. Dec. 1; W. H. Oliver, solicitor, 64, Lincoln's-inn-fields, Middlesex.

SOUTH (Jas.), Spittlegate, Lincoln, brickmaker. Dec. 26; R. A. White, solicitor, Grantham.

STEWART (Chas. A.), Manchester, merchant. Nov. 30; Hinde, Milne, and Ludlow, solicitors, 7, Mount-street, Manchester.

TIPPETT (Jane H.), 37, Addison-road, North, Notting-hill, Kensington, Middlesex, spinster. Dec. 3; A. Norris, solicitor, 2, Bedford-row, London.

WILSON (Rev. Wm.), Southampton. Dec. 27; Hickman and Son, solicitors, Southampton.

WOOD (Richard), Duke of Wellington public house, Leeke-street (formerly South-street), Chelsea, Middlesex, licensed victualler. Nov. 20; Nash and Co., solicitors, 2, Suffolk-lane, Cannon street, London.

REPORTS OF SALES.

Friday, Oct. 24.

By Messrs. WINSTANLEY and HORWOOD, at the Mart.

Fifty Shares in the Auction Mart Company (£25 paid)—sold for £687.

Sixty shares in the Animal Charcoal Company (£6 paid)—for £285.

By Messrs. NORTON, TRIST, WATNEY, and Co.,

Surrey, Reigate—The Quarry-hill Estate, comprising mansion and 16a. 1r. 35p.,—freehold—sold for £12,000.

Near East Grinstead.—The Old Estate, containing 438a. 0r. 15p., freehold—sold for £16,000, including timber.

An enclosure, containing 8a. 1r. 10p.—sold for £300.

Wood-street, E.C.—Nos. 2, 3, and 4, St. Alban's-court, freehold—sold for £2200.

By Messrs. GADSDEN, ELLIS, and Co.,

City.—Nos. 18 and 19, Ironmonger-lane, freehold—sold for £6010.

Middlesex. Hanworth.—An enclosure, containing 14a. 2r. 8p.—sold for £1320.

A Cottage and plot of land—sold for £170.

A house, with shop and garden—sold for £240.

Ealing.—No. 14, Castle-hill-mews, freehold—sold for £200.

Wednesday, Nov. 5.

By Messrs. EDWIN FOX, and BOUSFIELD, at the Mart.

City of London.—No. 29, Budge-row, term 77 years—sold for £7000.

REAL PROPERTY AND CONVEYANCING.

NOTES OF NEW DECISIONS.

LIFE INTEREST OF A MARRIED WOMAN IN HER SEPARATE ESTATE—POWER OF APPOINTMENT.—A settlement on a marriage under which property is settled to the wife for life, with remainder as she should, notwithstanding her coverture, by deed or will appoint, with remainder to her executors and administrators without restraint on anticipation: held, to vest in equity the entire corpus in the wife for all purposes as fully as a similar gift to a man would vest it in him. The judgment of Turner, L.J., in *Johnson* v. *Gallagher* (3 De G. F. & J. 513; 4 L. T. Rep. N. S. 77) followed and approved. *Shattock* v. *Shattock* (L. Rep. 2 Eq. 182; 14 L. T. Rep. N. S. 452) dissented from. The proposition that a married woman's separate estate is not liable to her "general engagements" is accurate, if it is merely meant to say that goods sold to a married woman in the ordinary course of domestic life, and contracts made by her in respect of property not her separate estate, do not necessarily impose a liability to be satisfied out of her separate estate: (*Chartered Bank of Australia* v. *Lempriere*, 29 L. T. Rep. N. S. 186. Priv. Co.)

LANDS CLAUSES CONSOLIDATION ACT 1845—PAYMENT OUT OF COURT—TRUSTEES WITH POWER OF SALE—COSTS.—A testator devised real estate to trustees upon trust, to sell when his youngest son should attain twenty-one, and to divide the proceeds of sale as therein mentioned, and he directed that the receipts of the trustees should be good discharges. Before the youngest son attained twenty-one a portion of the real estate was purchased by a burial board under their statutory powers, and the purchase-money was paid into court under the 69th section of the Lands Clauses Consolidation Act. On the youngest son attaining twenty-one the estate became divisible into eight shares. The trustees and the persons entitled to two of these shares presented a petition praying either that the whole fund in court might be sold and the proceeds paid to the trustees, or that two-eighths might be sold and the proceeds paid to the petitioners entitled thereto, and that the remaining six-eighths might be carried over to the separate accounts of the persons entitled thereto, and that the board might be ordered to pay the costs. The board asked that the whole fund might be paid to the trustees, in order to save the costs of further petitions. Held, that the board were not entitled to require the whole fund to be paid out at once. *Quære*, whether the trustees were persons "absolutely entitled" within the meaning of the 69th section of the Lands Clauses Act: (*Re Lowry*, 29 L. T. Rep. N. S. 233. Chan.).

LANDLORD AND TENANT—NOXIOUS SHRUBS—IMPLIED WARRANTY—COMPENSATION FOR LOSS OF GAME.—A tenant for life of an estate with powers of leasing, granted a lease of a farm. The lessor died, and in a suit which was instituted for the administration of his estate, the lessee brought in a claim for damages sustained by the loss of some sheep and cattle which died, more than six months before the lessor's death, from eating branches of yew trees growing on the lessor's land, which projected into the lessee's field, and from eating cuttings of the yew trees which had been thrown into the lessee's field by the lessor's servants. Held (reversing the decision of the Master of the Rolls) that the claim could not be sustained, as the cause of action (if any) died with the lessor; and the executors were freed from all liability, no action having been brought within the time appointed by the 3 & 4 Will. 4, c. 42. The lessee made another claim for damages sustained since the lessor's death by loss of cattle which had died from eating yew cuttings lying on lessor's land, to which the cattle had gained access through a fence which was out of repair, and which the lessor had not covenanted to keep in repair. Held, that the executors of the lessor were under no obligation to keep the fence in repair, and that the claim could not be sustained. The lease reserved the game on the farm to the lessor. Two months before the lease was executed, the lessor's steward verbally promised the lessee that the game should be killed down, and it was on the faith of that promise that the lessee entered into the lease. In spite of this promise the shooting was let to a gentleman who kept a large quantity of game. On a claim by the lessee for damages caused by the depredations of the game, Held (reversing the decision of the Master of the Rolls), that the verbal promise constituted a good collateral agreement, and was binding upon the lessor, and that the lessee was entitled to be paid the amount of the damages sustained by breach of it out of the lessor's estate: (*Erskine* v. *Adeane*, 29 L. T. Rep. N. S. 234. L. JJ.)

LIGHT AND AIR—EASEMENT—GRANT BY GENERAL WORDS—LESSOR AND LESSEE—SUBSEQUENT ACQUISITION OF ADJOINING HOUSE.—General words in a grant must be restricted to what the grantor had power to grant at the date of the grant. In 1864 A. granted to B. a lease for twenty-one years of a house "together with all edifices . . . lights . . . easements, advantages, and appurtenances thereto belonging, or therewith held, used, or enjoyed. At the date of the lease A. held, for the residue of a term expiring at Christmas 1868, an adjoining house, over which most of the light came to the back windows of the house leased to B. On the expiration of his lease A. purchased the fee simple of the adjoining house, and in 1872 he pulled down that house with the intention of rebuilding it to a greater height than its former height. B., whose lights were not ancient lights, filed a bill to restrain A. from raising the new house to a greater height than the old house. Held, that the lease

to B. only amounted to a grant of the light coming over the adjoining house during A.'s term in it, and that on subsequently acquiring the fee simple of the adjoining house A. was not estopped either at law or in equity from dealing with the house in such a way as to interfere with B.'s lights. Bill accordingly dismissed with costs. Decision of Malins, V.C., reversed: (*Booth* v. *Alcock*, 29 L. T. Rep. N. S. 231. Ch.)

COUNTY COURTS.

NORWICH COUNTY COURT.

Friday, Oct. 3.

(Before W. H. COOKE, Esq., Q.C., Judge.)

KENNEY AND OTHERS *v.* WELLS.

Friendly society—Interference in litigation—Laws of the society—Decree of Foresters' Court ordering a sale of mortgaged property.

THE principal business here to-day had relation to this case, probably one of the most remarkable which has ever been brought before a court of justice, and possessing immense interest for those belonging to friendly societies.

Wilkin, of Lynn, appeared for the plaintiffs.

The defendant had no legal representative.

Wilkin, in his opening, said that he had to bring under the attention of the court, a matter which affected the administration of justice, his Honour's character——

His HONOUR (facetiously interposing).—"Good gracious! I hope you are not going to frighten me!" (Laughter.)

Wilkin said he was not going to do that; but he was sure his Honour would say, after hearing the facts which it would be his duty to lay before him, that any thing more extraordinary he had never listened to, affecting as it did his powers as a judge, and an attempted illegal interference with the powers of this court. The plaintiffs, James Kenney, William Coe, and Henry Hamond, are trustees of the Court Robin Hood (No. 1302) of the Ancient Order of Foresters, at Downham; and the defendant, Willis Wells, is secretary to the Ancient Order of Foresters Friendly Society, at Lynn, registered pursuant to the Act of Parliament, the former being a branch of the latter, which, from its position, claimed a control over its funds. In Aug. 1869, the Court Hobin Hood advanced to one Robert Norton, of West Dereham, the sum of £400 upon mortgage of some copyhold property. At that time a man named Philip Jackson was one of the trustees of the Robin Hood and became the custodian of the deeds of Norton's property. For reasons which amply warranted it in taking that step, the Robin Hood resolved upon calling in its money from Norton, but failing to obtain this without a resort to litigation, Jackson was asked to join his co-trustees in the bill which it had been found necessary to file on the equity side of the court against Norton, which he refused. In the notice which was served upon Jackson he was made to understand that in the event of his neglecting or refusing to join with the co-trustees in the suit, he would be made a defendant at his own risk as to costs—and defendant he was made. At the hearing of the suit, when asked to account for the non-production of the deeds, Jackson stated that his house had been burned, and gave his Honour to understand that the deeds were burned with it; but, at all events the decree prayed for was granted, and the mortgaged property ordered to be sold, there being due for debt and interest £473, the costs amounting to £63 12s. 9d., making a total of £537 12s. 9d. The sale realised but £436 1s. 2d., leaving a deficiency of £101 11s. 7d. Jackson having rendered himself liable for the costs, a distress was issued for their recovery; but as that had been done under the authority of a court of competent jurisdiction, it seemed difficult to believe that Jackson, whose frequent appearance before his Honour would justify the impression that he was as well acquainted with the effect of an order duly made by an English court of justice as most men, should have tried to defeat it by an appeal to a body of individuals who, while indulging in high-sounding titles, had no power to interfere with a process of his Honour's court.

His HONOUR said that a more outrageous violation of the law of the land in an effort to defeat the process of a legally-constituted English tribunal, or a piece of greater tyranny than had been attempted to be exercised by those whom the defendant represented, he certainly had never heard. It was he (his Honour) and not the plaintiffs, who had ordered Jackson to pay the costs in the equity suit. If he had been wrong in that, Jackson would, upon application, have had every facility for appealing against his decision to a competent authority; but, instead of that, he went to a body of men who had absolutely no power in the matter whatever. As he had said, he had never heard anything like it; but he would like to hear what answer the defendant had to make to the complaint.

Mr. Wells addressed the court, contending that the matter complained of had been done under the rules and regulations for the government of the Ancient Order of Forestry, which provided for the settlement of all disputes arising among the members. The high court was the governing body in the order; and when an application was made for the opening of a new court, it granted a dispensation for that purpose. The court had the power to make its own laws; but before it could be affiliated to the district the laws had to be certified by the Registrar of Friendly Societies. The district had no power over the funds of any court belonging to it, save the funeral money, which in this case had been refused owing to the executive committee having suspended the Robin Hood for a violation of the laws. His Honour's predecessor and the judge of another County Court elsewhere had decided that the laws of the Foresters provided for the settlement of whatever disputes might arise in the order.

His HONOUR said that there could be no doubt that they had the power to settle any differences arising between them as Foresters, but not as British subjects. Here was a case in which money was lent on mortgage, which the lenders were obliged to have recourse to legal proceedings to get back. The Foresters could not issue a decree ordering a sale of the property. He (his Honour) would not like to say positively that Jackson had sworn that the deeds were burned, but that certainly was the impression left upon his mind at the time.

Mr. Wells said it was one reason why Jackson had been restored that the deeds were not burned, and he (defendant) believed that they were in Downham at this moment.

His HONOUR remarked that that made the matter all the worse, and Jackson might consider himself fortunate that he was not now undergoing penal servitude. The Foresters had no power to take evidence upon oath; yet here they seemed to have gone behind his (the judge's) back, and, hearing what Jackson had to say, preferred to accept his version of what occurred, without giving him (his Honour) an opportunity of defending himself for giving a judgment after hearing witnesses duly sworn. In the whole course of his life he had never listened to anything so astonishing on the part of the people who professed to be in their right senses. The plaintiffs were clearly entitled to a judgment treating the suspension as a nullity, and to an order requiring the defendant to pay the funeral money.

Mr. Wilkin said that he was happy at being able to state from his own knowledge that both Mr. Wells and the officers of the district he had in attendance with him were persons of the highest respectability, and he was sure that they really did not mean to do anything wrong.

His HONOUR said that he, too, was convinced of Mr. Wells' respectability; and in the circumstances he thought the best thing to be done, instead in giving an immediate judgment, would be adjourn the case for a couple of months, in the hope that a mutual arrangement would in the meanwhile be arrived at. He would be glad to see Mr. Wells on another occasion, although he hoped never again to see him in this matter. (Laughter.)

Mr. Wilkin concurring in the course suggested, an adjournment till the December sitting was ordered.

READING COUNTY COURT.

Wednesday Oct. 22.

(Before H. J. STONOR, Esq., Judge.)

FORSYTH *v.* GREAT WESTERN RAILWAY COMPANY.

Railway company — Carriage of passengers — Punctuality

A railway company having by its time table stated that a train would arrive at a particular time, and that every attention would be paid to ensure punctuality of the train, being late half an hour,

Held, that a primâ facie breach of contract had been committed.

Forsyth Q.C., conducted his own case, *W. F. Blandy*, acting as his solicitor; and *Gledhill* appeared for the defendants.

Forsyth said, in opening the case, that he brought the action on public grounds, to endeavour to stop the system of unpunctuality on the Great Western Railway, whereby it was utterly impossible to make an engagement with confidence and safety, and, being sworn, deposed to the facts as follows: In the month of August he was travelling from the Channel Islands to Mortimer, where he resides. It happened to be rough weather at the time, and he had written to his family and said he should be home on Thursday, Aug. 28th, at six o'clock, if the weather allowed. The wind was high and the sea rough at the time. The time bills showed that the train left Weymouth at 12.30 p.m., and reached Reading at 5.35, and there was a train to leave Reading for Mortimer at six o'clock. He got into the train at Weymouth at 12.30. It was stopped at Trowbridge for some time, for some unaccountable reason, and again at Didcot, where he was transferred to another train, and placed in a siding, and off went the train in which he had taken his ticket. He was told he would catch the Mortimer train. He reached Reading at 5.57, and the train was stopped outside the station by the signal for five minutes. He saw the Mortimer train at the Lower Station, and told the guard it would go. The guard said "No." When he got into the station he told a porter and an inspector he wanted to catch the Mortimer train, but when he reached the lower platform the train started, and he was left behind. He asked the inspector why he did not stop the train, and he said he was not looking. There was no train to Mortimer for an hour and a quarter. He had ordered his carriage to meet him at Mortimer, and his family were anxiously expecting him, as he had told them the weather was rough; he therefore took a carriage to Mortimer, for which he paid 10s., and he now sued the company for that amount. He then read the following correspondence he had had with the Great Western Railway Company:

"The Firs, Mortimer, Reading,
29th Aug. 1873.

"Sir,—I am sick, as everybody else is, of complaining of the Great Western Railway Company. Yesterday I left Weymouth by the 12.30 express train, and by your time table I ought to have arrived at Reading by 5.35 p.m., my ticket being for Reading. I had arranged for my carriage to meet me at Mortimer at a quarter past six, intending, of course, to go on from Reading by the six p.m. train. We did not reach the signal post at Reading (having changed at Didcot from the express train into another) until four or five minutes before six. The signal stopped us from entering the station at Reading for five minutes, and the Mortimer train was standing at the lower platform, so that it was perfectly well known that the train from Didcot had arrived. When we got into the station at two minutes past six I hurried down to the Mortimer train, and saw it set off before my eyes, and leave me behind. I spoke to the inspector, and asked him why he allowed it to go when passengers were on their way to it. His answer was, 'Well, sir, I was not looking.' I was obliged to take a carriage to my house at Mortimer, for which I paid 10s. This sum, of course, I demand from the company. If it is not paid, I shall at once instruct my solicitor to commence an action in the County Court against the company, to recover the amount. The arrangements at the Reading station are simply disgraceful, and I wish you could hear what your own officers along the line say about them.—Your obedient servant, W. FORSYTH, Q.C.

"You can send the 10s. by P.O.O. or stamps. I had come from the Channel Islands, and my family were naturally made anxious by my non-appearance by the six p.m. train from Mortimer."

The following reply was sent:

"London, 1st Sept. 1873.

"W. Forsyth, Esq, Q.C.,
The Firs, Mortimer, Reading.

"Sir,—I beg to acknowledge receipt of your letter of the 29th ult., in which you complain of the train by which you travelled on Thursday last missing the connection at Reading for Mortimer, and I have to express my regret for the inconvenience to which you were put in consequence. I will at once have inquiries made into your complaint and by an early post communicate with you again.—Yours obediently,

"J. GRIERSON, per A. BEASLEY."

Mr. Forsyth next sent the following letter:

"The Firs, Mortimer, Reading.
5th Sept. 1873.

"Sir,—You have had quite time enough to make the inquiry relative to my claim, and as I do not intend to be trifled with, I beg to inform you that unless I hear from you satisfactorily by return of post I shall on Monday next instruct my solicitor to commence an action against the G.W.R. Co.—Yours obediently. "W. FORSYTH."

"The Traffic Manager, G.W.R. Co."

The reply to that letter was this:—

"G.W. Railway, Gen. Manager's Office,
Paddington Station, 9th Sept. 1873.

"Sir,—In the absence of Mr. Grierson, who is out of town for a day or two, I beg to acknowledge the receipt of your letter of yesterday's date. It shall be laid before him on his return, and a reply sent you as soon as possible.

"Yours faithfully, A. BEASLEY.

"W. Forsyth, Esq., Q.C., The Firs, Mortimer."

Forsyth said he freely admitted that as a matter of law, in case of anything beyond the control of the company occurring to delay the train, they were absolved from fulfilling their contract to convey passengers at a certain time. It was not an absolute guarantee. He then quoted the case of *Denton* v. *Great Northern Railway*, in which, according to the printed time tables a passenger train was to leave plaintiff's station in London at

five o'clock, to arrive at Peterborough at 7.20 the same evening, and Hull at midnight. It turned out the train did not go as advertised. Lord Campbell and Mr. Justice Wightman held that the publication of the time table was an undertaking to convey the passenger. Mr. Forsyth was then proceeding to read a newspaper report of a case, in which Mr. Warwick Cole, the Birmingham County Court judge, had given judgment against the London and North-Western Railway Company, when

Gledhill objected, on the ground that newspaper reports were not taken as evidence by judges. He apprehended that they required a proper law report.

His HONOUR observed that newspaper reports were sometimes better. [The objection was withdrawn.]

Forsyth then gave a brief outline of the case against the London and North Western Railway Company. That company failed to convey a person to Holyhead as advertised in their time bills. The train started from Birmingham and ought to have met the Belfast mail train at Stafford, but the train was three quarters of an hour late, and lost it. The company relied upon their notice on the time bills that every attention would be made to ensure punctuality. Judgment was given against the company. The next case quoted by Mr. Forsyth was *Freeman* v. *The Great Western Railway Company*, heard at Reading before his Honour, who gave judgment for the plaintiff. Another case referred to was one at Epsom, in which his Honour decided against the Brighton company for not taking three passengers to Epsom in consequence of the Derby races going on at the time, when the three persons were the only ordinary passengers to Epsom, and the train an ordinary one, and room in it. Mr. Forsyth defied the defendants to produce a case in their favour. The company did not become absolutely liable against all accidents. If the delay had been through an accident, such as the breaking of a tube or embankment, he should not have been there; but when it arose from neglect he brought the action in the interest of the public.

The time table was put in.

Cross-examined by *Gledhill*: I took a return ticket from Reading to the Channel Islands. I did not inquire if there was another train immediately.

His HONOUR (to *Gledhill*): You must show that there was a train immediately.

Gledhill: There was a train in an hour and a quarter, and he would have reached Mortimer earlier by that than by the conveyance.

Forsyth: No.

Gledhill, for the defence, said the company fought the action on principle. The cases which Mr. Forsyth had quoted were entirely different to the one then before his Honour; cases in which there had been a ticket granted at one station to another at some distance, and the delay had arisen in one train having failed to catch another. In *Hurst* v. *The Great Western Railway Company*, where a passenger who had taken a ticket from Cardiff to Newcastle, had got into a train at Bristol, to catch a Midland train at Birmingham, but from the train being half-an-hour late he could not catch the Midland train, the Court of Common Pleas, before Erle, C.J. and Willes, J., held there was no cause of action.

His HONOUR.—But they did not put the time tables in evidence. There was no contract to convey the passengers to a certain place at a certain time.

Gledhill said that Mr. Justice Willes said in his judgment the question was whether the company entered into such a contract to guarantee to take the train from Cardiff in time for the plaintiff to go on by the next train from Gloucester to Newcastle. That depended first upon the wording of the ticket, and secondly on the other facts. As to the first, it stated that the defendants would convey from Cardiff to Newcastle, but there was no statement that the train would arrive at a certain time.

His HONOUR.—Here the time table shows an express contract and a special agreement that "every attention will be paid to insure punctuality," and that is a guarantee, if a guarantee be necessary.

Gledhill.—It is for the plaintiff to show neglect.

His HONOUR.—He has shown a *prima facie* case.

Gledhill.—This occurred at the busiest season of the whole year at Reading, being the races. Mr. Justice Willes said (in the case he had quoted) that the only other circumstance is that the train ought to have arrived at 4.35 p.m.

His HONOUR.—But they did not put in the time bill.

Gledhill.—He says there is a doubt whether there is a guarantee.

His HONOUR.—In this case there is a guarantee.

Gledhill.—Chief Justice Erle says the whole ase rests upon the ticket.

His HONOUR.—If you have any evidence on the facts of the case I will hear it, but I have already given you my judgment on the law.

No evidence was offered for the defendants.

Judgment was given for the plaintiff with leave to appeal.

BANKRUPTCY LAW.

WESTMINSTER COUNTY COURT.

Thursday Oct. 23.

(Before FRANCIS BAYLEY, Esq., Judge.)

PEARSE AND ANOTHER *v.* COOPER.

Composition under Bankruptcy Act 1869—*Action for original debt—Must be default in payment—*

If by the terms of an extraordinary resolution a composition is to be accepted, payable on demand, at a certain place, and within a certain time, such demand must be made accordingly. A demand made before the time mentioned in the resolution is insufficient. If debtor makes default, creditor may sue for original debt.

THIS was an action brought by Frederick Pearse and Ashton Lever, trading as Pearse, Lever, and Co., of 75, Fleet-street, advertisement agents, against Henry Edwin Cooper, of Bethnal-green-road, sewing machine maker, to recover the sum of £10 19s. 4d., balance of a debt due from the defendant to the plaintiffs, after deducting 14s. 8d., being the first instalment of a composition paid by the debtor.

The action was entered on the 22nd September last.

The defendant had given notice that he intended to rely on the ground of defence, that the plaintiffs' claim was barred by an extraordinary resolution of the defendant's creditors, under the 126th section of the Bankruptcy Act 1869, duly registered; and that he also relied on a tender of the composition due thereunder.

S. R. Glyn, solicitor, appeared for the plaintiffs.

Davies, solicitor, for the defendant.

Glyn submitted that, as it was for the defendant to prove he had complied with the terms of the resolution, it was for him to begin.

Davies, accordingly, for the defendant, said that he relied as his defence upon an extraordinary resolution passed by the statutory majority of defendant's creditors, at a meeting held on the 7th Dec. 1872, and which was in the following terms: 1. That a composition of 2s. 6d. in the pound shall be accepted in satisfaction of the debts due to the creditors from the said Henry Edwin Cooper. 2. That such composition be payable by two equal instalments on demand, at 281, Bethnal-green-road aforesaid, at or after the expiration of three months and six months respectively, from the date of this meeting. He then called the defendant, who deposed that he had paid the first instalment due under the resolution, that no demand had ever been made by the plaintiffs for the second instalment of the composition, and that he had tendered the amount of it before action brought. On cross-examination however the defence of tender entirely failed. A boy was called to corroborate defendant's evidence, but on cross-examination it transpired that he could know nothing of the matter in dispute.

Glyn then called one of the plaintiffs, who stated that on the 7th June last he had sent a clerk to No. 281, Bethnal-green-road, to demand the second instalment of the composition, and a letter was read in corroboration of the fact. The clerk was then called, who swore to having made the demand at Bethnal-green-road aforesaid, and that defendant had said he had not the money, but would pay it on the clerk's calling again. He then cited in support of his case *Edwards* v. *Coombe* (27 L. T. Rep. N. S. 315); *Ex parte Hodge, re Hatton* (27 L. T. Rep. N. S. 397); *Slater* v. *Jones, Capes* v. *Ball* (27 L. T. Rep. N. S. 57).

His HONOUR said that there was no doubt if default had been made plaintiffs would recover; but that, looking at the terms of the resolution, it appeared to him a demand must be made at the place named in the resolution at or after the time when the composition became payable, and that in this case it had just struck him the demand had been made too soon. The resolution was passed on the 7th Dec., the six months then, at which time the second instalment would become due, would not have expired till midnight on the 7th June last.

Glyn said that it was very doubtful whether in any case a demand was necessary, and read passages from the before-mentioned cases in support of his contention. He argued that as in the above cases it was ruled that it was the payment of the composition, and not the mere agreement to pay it, which satisfied the debt; it was not necessary to prove a demand of payment, it being sufficient that the composition had never been paid. He also adverted to the fact that in *Slater* v. *Jones*, and *Capes* v. *Ball* (*ubi sup.*), where no default had been made, it was with some considerable doubt that the judges had arrived at the decision, that a resolution for composition was pleadable in bar to an action for the original debt.

His HONOUR then said that it was necessary for the creditor to comply with the terms of the resolution, and he considered that in this case it had not been done. In the resolution it was specially stated that the composition should be payable at three months and six months from the date of the first meeting. The time for payment of the second instalment did not expire till midnight of the 7th June last, and therefore the demand made on that day was premature, not being in accordance with the resolution.

Plaintiff was therefore nonsuited.

LEGAL NEWS.

WE are sorry to notice that the practice in Dublin of solicitors advertising the removal of their offices seems to be on the increase.

THE funeral of the late Lord Chief Justice Bovill took place on Thursday at Kingston Cemetery.

AT the Surrey Sessions on Monday the chairman, in his charge to the grand jury, mentioned the sudden death of Mr. Dalby, who had been for many years a magistrate for the county.

THE office of Examiner of the Court of Chancery, rendered vacant by the resignation of Mr. C. Otter, has been offered by the Master of the Rolls to, and accepted by, Mr. Anderson, Q.C.

SIR W. H. BODKIN had to leave the bench at the Middlesex Sessions on Tuesday, from indisposition, and it is understood that he will not sit in the court again this year. Mr. Serjeant Cox presided in the first, and Mr. Barrow in the second court.

MR. HENRY JAMES, the new Solicitor-General, on Monday evening dined in the hall of the Middle Temple for the first time since his accession to office, and in the absence of the treasurer of the society (Sir J. B. Karslake), read grace to the benchers and students assembled.

THE Royal Commission on the legal departments, consisting of Lord Lisgar (the chairman), Baron Bramwell, Mr. H. West, M.P., Mr. G. O. Trevelyan, M.P., Mr. Law, and Mr. Rowsell, have commenced their sittings in committee room E in the House of Lord. The proceedings are strictly private.

ELECTION JUDGES.—At the sitting of the Court of Common Pleas on Tuesday morning an order was read appointing Mr. Justice Grove to be placed on the rota for the trial of election petitions during the ensuing year. Baron Martin was also selected by the Court of Exchequer, and Mr. Justice Mellor by the Queen's Bench.

THE NEW LAW COURTS.—The Royal Institute of British Architects held their first ordinary general meeting of the winter session on Monday evening. The secretary read the opening address of Sir Gilbert Scott, in which the president congratulated the institution that the new Law Courts were about to be commenced, and emphatically condemned the disgraceful proposal to tamper with the perfection of the edifice to save a paltry percentage.

A PETITION was lodged in the Court of Common Pleas on Tuesday morning, praying that the return of Mr. Henry James (Solicitor-General) should be declared null and void, on the ground that he, both by himself, his agent or agents, and other persons in his behalf, were guilty of bribery, treating, personation, and undue influence. The petitioners are John Marshall, of Belmont, a justice of the peace; and Mr. Walter Chorley Brannan, of 10, Hammett-street, Taunton, auctioneer. The trial of the petition will, it is expected, come on for hearing in the course of three weeks, before either Baron Martin or Mr. Justice Grove. Mr. Hardinge Giffard, Q.C., has been retained with Mr. Serjeant Balantine for the sitting member.

SIR JOHN COLERIDGE.—The *Western Morning News* of to-day says:—The Attorney-General has not accepted the Lord Chief Justiceship, for it has not yet been offered to him, nor is it likely that it will be offered until after the funeral of the late Sir William Bovill; but Sir John Coleridge, before leaving Exeter for London, assured his private friends that it was his fixed determination to accept the offer, if, in accordance with precedents, he should receive it. His inclinations, he said, would lead him to a contrary course, but his medical attendants strongly advise some diminution of the severe and incessant toil of the past few years which of late has told perceptibly upon him. But for Mr. Gladstone's pressing request, Sir John Coleridge would have accepted the Mastership of the Rolls, but such a request is not likely under the circumstances to be repeated on the present occasion.

THE RIGHTS OF MARRIED WOMEN.—At the Croydon County Court on Monday, Mr. H. J. Stonor delivered an important judgment, which decides several points as to the rights of married women in respect to their earnings and property. The claimant, Mrs. Laporte, claimed

under the Married Women's Property Act 1870, for property in which her earnings, as a lodging-house keeper, had been invested by her, and which had been seized in execution of judgments which had been obtained. Mr. Stonor held that the second section of the Act which relates to "any money or property so acquired by a married woman through the exercise of any literary, artistic, or scientific skill," not merely restricts the money or property in question to such as may be acquired after the passing of the Act (either separately from or jointly with her husband), but that it is to be further restricted to money acquired by her separately from her husband. With regard to the furniture, he could see no reason why it should not be included in the term "investment" in legal construction. As to the operation of the first section with regard to such investment, he held that furniture was vested in her at law, and was not subject to her husband's debts. As regarded £20 which the claimant had received from her sisters, and laid out in furniture, the money not being earnings, or wages, it did not fall within the Act, and judgment for that amount would be in favour of the creditors, and for the balance in favour of the claimant. Mr, Stonor called attention to the extremely careless manner in which the Act was drawn, and also to the great hardship imposed upon creditors by the Act.

THE OPENING OF TERM.—THE COURT OF CHANCERY, Nov. 3.—The Lord Chancellor, attended by Lord Justice Mellish, Sir George Jessel (the new Master of the Rolls), the Vice-Chancellors, Sir R. Malins and Sir James Bacon, entered his court at Westminster shortly before 2 o'clock. Before commencing the business of the day, his lordship made the following observations, which were received with marked attention and sympathy by the Bar, who remained standing, and the numerous spectators with whom the court was densely crowded:—It is impossible for us to meet here to day without a deep sense of the great losses which the Bench and the country have sustained by the death of the two eminent judges so lately taken from us; and I feel sure I shall only be giving expression to the common feeling of all the members of the Bar who are here present, as well as to our own, if I attempt, however imperfectly, to say a few words to express our sense of those losses. The late Vice-Chancellor Wickens, whom we should have hoped to see present in this court to-day, was united to all of his colleagues upon the bench, and to many of our brethren of the Bar, by the closest ties of personal affection, while to some of us he was endeared by a friendship which dated from the days of early youth. He brought to the discharge of his high duties powers of mind, and cultivation, and accomplishments such as it falls to the lot of very few men to possess, and to those qualities he added a temper the most uniformly cordial and amiable, a judgment the most sound, learning the most extensive, and all the qualities needed to make a very great judge. The greatest expectations had justly been formed of him, and during the short time he was permitted to be upon the bench he has shown that if it had pleased God he would have fulfilled all those expectations. Of the other eminent judge whom we have lost, those practising in this court have necessarily not seen so much, but all of us know how extensive was his learning, how great his experience, and all of us, I think, must know that there was no man of more indefatigable activity in the discharge of all his duties—no man of a more kindly heart. I feel sure that in the few words I have said I have expressed the feeling entertained by all members of the Bar as well as by the whole Bench of Judges, and that such feelings will be shared in throughout the country.

THE LATE LORD CHIEF JUSTICE BOVILL.—COURT OF COMMON PLEAS, NOV. 3.—On coming into court, Mr. Justice Keating, who was much affected, said: In view of the melancholy event which has deprived the court of its chief, had we consulted our own feelings we should have been disposed to adjourn the business. But so persuaded are we that such a course would be opposed to his wishes and feelings, who would not have desired the public interest to be postponed to any other consideration, we have abandoned that intention. The court has sustained a most severe and serious loss—one to be deeply and acutely felt by every member of it. A most accomplished lawyer and distinguished judge has passed away; no man ever sat on this or any other bench of justice more ardently desirous of faithfully discharging his duties. The Solicitor-General (Mr. Henry James, Q.C.) said: In the absence of my learned friend the Attorney-General, I have been requested by my brethren of the Bar to express to your Lordships the deep and sincere regret with which we have learnt the death of Sir William Bovill. My Lords, we all knew him as Chief Justice of this court, and in him we all recognised a judge singularly earnest in his determination to do justice to every suitor who came before him, and one who conspicuously fulfilled the first duty of an English judge in seeing that right was ever done. To some of us it was given to know him more intimately. Those of us who had been his associates at the Bar ever found in him an honourable opponent or a loyal colleague; and full well we learnt to know that his vigorous intellect and his great earnestness secured to every client who intrusted his interests to his hands the truest and sincerest advocacy the English Bar could provide. Some there are, my Lords, who knew him better yet, and those will mourn him most. Such of us as, may be, like your Lordships, enjoyed his private friendship, learned how loving and gentle he was to those who were of him—how generous in his friendship to his associates, how considerate to those who were dependent on him, and how open and generous his hand to those who needed aid. If it be true that to live in the hearts of those we love is not to die, Sir William Bovill has not passed away from among us. A generation must go and come ere some of us will forget to mourn him, and ere every one of those for whom I have spoken, every member of the English Bar, ceases to mention his name with regard and respect.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.

Queries.

8. INTEREST IN LAND.—Is an agreement for a mortgage of a freehold estate an interest in land, within the meaning of the 4th section of the Statute of Frauds? Refer to cases. S. A.

9. EJECTMENT.—Will twenty years' possession by a *cestui que trust*, without the intervention of any trustee, give a sufficient legal title to maintain ejectment? Last surviving trustee died seventy or more years ago, and no appointment of new trustees has ever been made or executed. S. B.

Answers.

(Q.) 1. RELEASE OF DEBT BY WILL—LEGACY DUTY.—If but for the release the debt would have been recoverable at law, duty is payable, otherwise not. S.

— Legacy duty is payable in respect of a debt which is released by will, and for the law on this point I would refer your correspondent to the 7th section of the Legacy Duty Act, 36 Geo. 3, c. 52. A case in point will be discovered in 3 Y. & J. 114. E. W. P.

— The release by the will of the testator of a debt owing to him is in the nature of a *donatio mortis causa*, and therefore liable to legacy duty under 8 & 9 Vict. c. 76 s. 4. A. A. R.

— The "release" or "forgiveness" of a debt due from A. to the testator is "a legacy" to A. within the meaning of the Legacy Duty Acts, and duty is payable thereon: (*Attorney-General* v. *Holbrook*, 3 V. & J. 114).— T. E. H.

(Q. 2.) PRACTICE IN THE COLONIES.—A clerk, even if admitted in England, cannot, as far as I remember, commence practice in any Antipodean colony (New South Wales excepted), without passing an examination there. Three months' notice of his intention to pass such examination is required, and the subjects given are the same as here, with the addition of colonial law. In New South Wales (Sydney), an attorney admitted in England has simply to make an application to a judge at chambers for permission to practise, and put the usual notice in the *Colonial Government Gazettes*. It is not necessary to state anything to the Incorporated Law Society here. These were the facts of the case in 1866, but they may be altered now. I should, from practical experience, strongly recommend "Enquirer" to remain at home. T. E. H.

(Q. 4.) AGENTS AND DEBT COLLECTORS.—The County Court judge is the proper person to stop the practice of debt collectors appearing as advocates in his court. The collector considers he has a right to appear before the court by sect. 91 of 9 & 10 Vict. c. 95, and sect. 10 of 15 & 16 Vict. c. 54, as long as the judge allows him to do so, and he is not liable for violating the Attorneys' Act, because sect. 33 of 23 & 24 Vict. c. 127, exonerates him so long as he has the leave of the judge. County Court rule 115, makes the provisions of sect. 10 (*ante*) applicable to all matters which may come before the court. "Burton-on-Trent" and his professional friends should apply to the judge for a general order disallowing "agents" or "debt collectors" appearing before him or practising in the court. A. A. R.

(Q. 5.) SUCCESSION DUTY ACT.—The exercise of the power of sale takes the case out of the Succession Duty Act (sect. 18), so that the Purchaser is not liable to any duty by reason of the death of the annuitant. Duty, however, became payable under sect. 29 upon the purchase-money, and has probably long since been paid. S.

— Succession duty is payable in respect of the cesser of an annuity (sects. 3, 5, and 20 of 16 & 17 Vict. c. 51, and see page 85 of Hudson on Legacy and Succession Duties). The interest of the successor will be considered to be the value of the annuity to him, such annuity to be valued according to the tables mentioned in the Act (sects. 21 and 31 same Act), and the duty thereon must be borne by the present owner as the successor, and the only person beneficially interested in the succession: (sects. 2, 3, 5, 15, 42, and 44, same Act.) A. A. R.

(Q. 6.) LOCAL AUTHORITY UNDER THE GAS WORKS CLAUSES ACT 1871.—Terms used in this Act have the same meanings respectively, as the same terms have when used in the Gas Works Clauses Act 1847, and in the Gas and Water Works Facilities Act 1870 (s. 4). The interpretation of the term "local authority," referred to in sect. 35, means the bodies of persons named in schedule A of the Gas and Water Works Facilities Act 1870 (sect. 2 of that Act). "A. F. W." will find the information he requires in that schedule. A. A. R.

(Q. 7.) CONTRACT—DEBT—RUNNING ACCOUNT, &c.—B. cannot divide his cause of action against A. for the purpose of bringing two actions in the County Court (sect. 63 of 9 & 10 Vict. c. 95; and sect. 18 of 13 & 14 Vict. c. 61). A. A. R.

LAW SOCIETIES.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

SECOND DAY.

(*Continued from page* 10.)

THE PROPERTY OF MARRIED WOMEN—PROSPECTIVE LEGISLATION WITH REFERENCE THERETO.

MR. C. E. Mathews read a paper upon this subject. He commenced by pointing out the manner in which the laws in force in the year 1870 were altered by the Act of that year. The Act of 1870 was a good Act, so far as it went, but it dealt partially and incompletely with a recognised social injustice. It made but small alteration in the legal relations of husband and wife; but it did some very good things, which the paper enumerated. It was generally admitted that the Act was passed for the protection of the poorer classes, and as a matter of fact the whole rule of settlement in connection with the marriage of persons in the middle and upper clases had not been affected in any way. Speaking of the rights of a husband over the property of his wife, subject to the alterations created by the Act of 1870, Mr. Mathews quoted the words of the late Chancellor of the Exchequer, that a man without a shilling might marry a woman of great wealth, and by studying the law of cruelty to perfection might, by a course of conduct just within the law, drive his wife and children from him, seize their property, and reduce them to misery and destitution, while he fattened upon the spoils of the unhappy woman whom he had sworn to love and cherish. It was difficult to imagine any just ground for the retention of a law which would seem to be as unnecessary as it certainly was unjust. In the inevitable amendment of the law in this and other points, care would have to be taken in doing justice to the wife that injustice was not done to the husband. A woman of property should have larger powers of disposition over her freehold and copyhold estates, but at the same time she should be made directly liable for the support and maintenance of her household. A widow should have no right to dower, or to any interest in her husband's property, until his creditors were paid. A husband, in cases of divorce, ought no longer to be liable for costs to enable a guilty wife to carry on a suit—at any rate, unless the court was satisfied that she was otherwise unable to do so. Nor should any allowance for subsistence during a pending suit be allowed to a wife if the court was satisfied that she was able to maintain herself without it, and no permanent subsistence ought to be granted if a separation or divorce was the result of a wife's misconduct. They must see that wives did not obtain important and unjust rights as respected their husband's property, in addition to the exclusive guardianship of that which was their own. With regard to the objection urged that women were unfitted to have the disposal of their own property, Mr. Mathews said he ventured to think that it was within the knowledge of all lawyers that a woman properly trusted with funds knew quite as well how to administer them as men did. He was certain that in many households the annual provision which was ensured to wives by their marriage settlements caused them to be treated with additional consideration and respect.

A discussion then took place, in which Mr. England spoke against legislating for exceptional cases in such a manner as to destroy the mutual feelings of unity which ought to exist between husband and wife.

Mr. W. S. Allen (Birmingham) said there could scarcely be a difference of opinion as to the great scandal dealt with in the paper. The Act of 1870 left untouched the question so far as it affected the working classes; and there was something grievously defective in the law when a wife was left to bear the chief share of the consequences of her husband's misconduct, even when that misconduct had brought him within the reach of the criminal law.

Mr. Ellett (Cirencester) thought an amendment might be made by extending the jurisdiction of magistrates to cases which did not strictly come within the definition of desertion.

The Chairman referred to the hardship of requiring a respectable woman, who had been deserted, to go before a board of guardians before

she could obtain relief, or the husband be brought before the magistrate, and said the poorer orders required further legislation in a manner, to a certain extent, pointed out by Mr. Mathews. As regarded the richer classes, it was now the almost universal practice to insert a clause in the marriage settlement providing that any property afterwards acquired by the wife should be settled upon her, and he thought it a very wholesome provision.

Mr. Mathews, replying upon the discussion, said that although magistrates were empowered to grant protection orders, securing to a wife her earnings, those orders could only be granted in the case of desertion, and it was found almost impossible to get a wife to go into a police court and make the grievances between herself and her husband known to the public. A case in point was furnished in Birmingham. A servant of his own married unhappily, and after she had borne her husband three children he deserted her, and was now living with another woman. He was earning £3 or £4 per week, but no provision could be got for the wife unless she went to the parish. The result was he (the speaker) and some of his friends had to support her and her children.

THE JUDICATURE ACT.

Mr. E. F. Burton (London) read a paper on this Act, examining the measure in detail, and pointing out the several ways in which it would affect solicitors in their everyday practice. It was a great experiment. Whether it would turn out, for the next twenty years, until a new race of men shall be at the bar or at the bench, a blessing or a curse, would, in his belief, depend upon the temper in which the common law judges interpreted and adopted it. If adopted by the common law judges (for it was in the common law division that the real change was to be worked out) in a broad and liberal spirit, it would simplify litigation, and avoid much scandal. But if received in the same sort of captious spirit in which the composition deeds were dealt with under the old Bankruptcy Act, suitors for the next twenty years would have a rough time of it. In conclusion, he adverted to the many important improvements introduced into this Act upon the suggestion of the Incorporated Law Society and other societies whose honesty of purpose had never been more completely displayed. The manner in which their suggestions were received did honour to the great mind of the present Lord Chancellor.

A few words in commendation of the paper were made by the chairman, Mr. Sharpe, and others.

As several members had to leave by an early train, thanks were voted to the Birmingham Law Society for the munificent hospitality with which they had received and entertained the gentlemen who had attended from a distance; to Mr. Horton, the hon. sec.; to the local committee, for their great and successful exertions to promote the business of the meeting; to the Royal Society of Artists, for their kindness in giving permission for the *conversazione* to be held in their rooms that evening; to the authors of papers read; and to the president, for his valuable address and his able conduct in the chair.

Mr. W. E. Shirley (Doncaster) afterwards read a paper "On the Education of Attorneys;" and the Hon. Sec. one by Mr. R.W. Griffith (of Cardiff), containing "Suggestions for the Revival of the Inns of Chancery."

The proceedings then terminated.

The following members of the Profession were present: Mr. Pidcock, in the chair; Messrs. E. Turner Payne, of Bath; A. Ryland, G. J. Johnson, T. Horton, C. T. Saunders, R. H. Milward, S. Balden, jun.; W. S. Allen, T. E. Spencer, J. Marigold, E. L. Tyndall, E. J. Hayes, J. H. Barclay, H. W. Tyndall, E. B. Rawlings, C. E. Mathews, C. H. Edwards, F. Sanders, Thos. Martineau, C. B. King, F. Price, L. P. Rowley, D. W. H. Pemberton, Jacob Rowlands, G. F. James, G. W. Hickman, J. R. Holliday, W. Sextus Harding, J. Chirm, V. Bower, W. Septimus Harding, J. G. Bradbury, J. S. Canning, H. D. Crompton, Geo. Page, Joseph Rowlands, E. F. Mason, C. Harding, W. Lowe, W. Evans, W. Morgan, E. T. Ratcliffe, H. L. Smith, E. M. Coleman, C. H. Owen, H. T. Edges, T. G. Lee, J. B. Clarke, B. Chesshire, W. Brown, J. Jelf, J. Stubbin, and J. L. Smith, of Birmingham; J. Miller and H. F. Lawes, of Bristol; R. Ellett, of Cirencester; J. Slater, of Darlaston; W. E. Shirley, of Doncaster; H. New, of Evesham; G. Whitcombe, of Gloucester; G. England, of Howden; T. Marshall, J. Rider, J. D. Kay and G. H. Nelson, of Leeds; J. H. E. Gill, W. Radcliffe, R. A. Payne, J. Atkinson, E. W. Bird, R. S. Cleaver and J. H. Kenion, of Liverpool; A. W. Sadgrove, J. H. Kays, J. S. Torr, E. F. Burton, F. R. Parker, W. Shaen, E. Bromley, T. Eiffe and Philip Rickman, of London; T. Jepson, M. Bateson Wood, W. H. Guest and Percy Woolley, of Manchester; R. R. Dees, G. W. Hodge, T. G. Gibson and R. S. Watson, of Newcastle; B. T. Sharpe, of Norwich; T. Hawdon, of Selby; Lindsay W. Winterbotham, of Stroud; S. Alcock, jun., of Sunderland; H. Addenbroke and T. S. Eddowes, of Sutton Coldfield; T. Southall, W. P. Hughes, and T. G. Hyde, of Worcester; T. Marlow and Lauris Winterbotham, of Walsall; J. Lewis, of Wrexham; and J. Holtby, of York.

UNIVERSITY COLLEGE.

ON Thursday evening, the 23rd ultimo, Professor Sheldon Amos, M.A., delivered a lecture at the University College, Gower-street, on "The Value of Lectures in the Study of the Law," to a large audience.

In the course of his remarks, the Professor said that about forty years ago saw the foundation of University College, the chief object of which was to encourage the faculties of law and medicine. Among those who had occupied the presidential chairs at this institution were the late Mr. Austin, as well as the lecturer's father, and many other eminent men. The college had since that time been distinguished in medicine, whereas the legal faculty had unfortunately fallen off to some extent; but, throughout the whole time he was of opinion that the college was not at fault, for it had always endeavoured, as far as possible, to encourage the scientific study of the law, and had always held out its arms to young men, not exclusively to barristers, but to all young men, to come and share in its teaching.

In speaking of the condition of law at the present day, he said that the present time was a critical moment in the history of legal education. We were now contemplating a very great change in the whole judicial institutions of this country. There were two great works to be done—the reconstruction of the form of the law, and the ensuring of a complete and efficient legal education, to bring all members of both branches of the Profession in contact with the best teachers. There was no doubt but that this work would be done, as several schemes were contemplated by various bodies and associations, which schemes would, in a short time, converge, and there would be as good a system in England as in many other countries. The question of lectures would, he believed, become, very shortly, an important question; and the University College had already begun to avail itself in the use of them in the study of law. This college was the first that had offered public instruction to joint classes of men and women. But the point might arise in some minds whether there was in these days of abundant and easy access to every kind of literature anything for the lecturer to do. Notwithstanding the variety and number of books at the disposal of students, and in fact partly on that account, was it necessary for a student of law to have some one to guide him in his studies, by pointing out the course he should pursue, and also the course he should avoid; for oftentimes a student spends a great deal of time in wading through books which were of little or no use to him. It was also desirable when a particular branch of the law was to be studied that a person should be able to know the best authorities in the particular branch to which he directed himself. If a student desired to learn history, Henry Maine might be studied to advantage; or if he required to study law for practical purposes, and was endeavouring to ascertain what the law of England was at the present day, he might go to Blackstone. If for philosophical purposes, to know what was the meaning of law, and what place it held as a science, if it were a science, he would suggest the works of Austin. But in each of these methods of study the aid of the lecturer would be valuable. The law, as it concerned the relations of men to each other in society, and gave extended powers of freedom to some persons to restrain that power in others, was of great interest to all classes, although by the great controversy concerning terms it was far from being understood by them. It affected everyone directly or indirectly, by being associated with commerce, property, crime, &c., and formed part of the every-day life of all persons. But in all these relations, and in the difficult controversy respecting terms, it was the province of the lecturer to explain and suggest to his students the best books with which to become acquainted; and when a student met with vagueness or difficulty in a book, the lecturer was to do what the work would, could it but speak. And not merely by answering the questions of those whom he was teaching, but also by encouraging his class to get up short conversations, thereby inducing them when they met a small difficulty, they might to if it was a real difficulty, and then if it was they could refer it to their lecturer. In giving his advice with respect to the study of books, the lecturer said, that, speaking from experience, he could tell them what to avoid; but he should not endeavour to thrust upon them certain opinions, simply because he had pursued that particular course of study. Another valuable aid of the lecturer was to explain to the student the great changes which were continually taking place in law, which grew from generation to generation, and even from day to day. For instance, the laws of the present day had grown considerably since the times of the Romans; and the great question of to-day respecting international law, was consequent on the growth of law, great divergences of opinion existing upon this point, some persons holding that there was no such thing as international law; all these questions came within the province of the lecturer to elucidate for the benefit of his classes. Law, in its very materials, form, and conception, grew; it grew with all the changing incidents of society, and every new form of relation and commerce gave an impetus to it. It was, therefore, obvious that no books could keep pace with it, but it afforded to the lecturer an opportunity to display his usefulness by endeavouring to do what books were unable to do, and to keep his eye steadfast on the changes going on around him, to watch every moral change in society, and to say whether any real change was being introduced into the land. The lecturer then proceeded to speak of the advantages of both sexes studying together, and also of the categorical system of study—as tending to bring together a much greater divergence of opinion, and consequently an extended knowledge was obtained.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at 1, Milford-lane, Strand, W.C., on Wednesday, Nov. 5, Mr. F. J. Baker in the chair. Mr. T. B. Girling opened Part III. of the "Judicature Bill" for discussion. Mr. Wingfield opened the subject for the evening's debate, viz.: "That the relationship existing between this country and her Colonies should be reorganised on the basis of a Federation." The motion was lost by a majority of one.

THE UNION SOCIETY OF LONDON.

THE first meeting of this Society after the Long Vacation was held at 1, Adam-street, Adelphi, on Tuesday evening last, when the President moved "That this House would view with regret the establishment of a Monarchy in France by the present National Assembly." A majority of the House approved the motion.

SOLICITORS' BENEVOLENT ASSOCIATION.

THE usual monthly meeting of the Board of Directors of this Association was held at the Law Institution, London, on Wednesday last, Nov. 5, Mr. Park Nelson in the chair; the other directors present being—Messrs. Brook, Hedger, Rickman, Roscoe, Shaen, Smith, Styan and Torr (Mr. Eiffe, secretary). A sum of 110*l.* was distributed in donations to nine necessitous families of deceased solicitors; twenty-two new members were admitted to the association, and other general business transacted.

LAW STUDENTS' DEBATING SOCIETY

THE first meeting after the long vacation took place on the 28th Oct., at the Law Institution, there being a large attendance of members. The following question was discussed: "Has a pecuniary legatee a right to call upon a residuary devisee to contribute to the payment of debts?" and was decided in the negative. At the next meeting, held on 4th Nov., the question discussed was: "Is the Judicature Act a satisfactory measure?" and was decided in the affirmative by a moderate majority.

LAW ASSOCIATION.

AT the usual monthly meeting of the directors held at the Hall of the Incorporated Law Society in Chancery-lane, on Thursday, the 6th Nov. inst., the following being present, viz.: Mr. Steward (chairman), Mr. Bennett, Mr. Burges, Mr. Carpenter, Mr. Collisson, Mr. Drew, Mr. Hedger, Mr. Nelson, Mr. Nisbet, Mr. Sawtell, Mr. Sidney Smith, Mr. Styan, Mr. Williamson, and Mr. Boodle (secretary), a grant of £50 was made to the daughters of a deceased member, two grants of £10 each were made to the widows of non-members, three new members were elected, and other ordinary business was transacted.

HUDDERSFIELD LAW STUDENTS' DEBATING SOCIETY.

ON Friday evening, Oct. 24, E. Tindal Atkinson, Esq., barrister-at-law, delivered a lecture before this society on the first part of the Supreme Court of Judicature Act 1873. On Monday, Oct. 27, the usual fortnightly debate took place. The following question was appointed for discussion: "Is there any implied condition in letting a furnished house that it shall be reasonably fit for habitation? (*Smith* v. *Marrable*, 11 M. & W. 5; *Hart* v. *Winsor*, 12 M. & W. 68; *Sutton* v. *Temple*, 12 M. & W. 52). Messrs. R. Welsh and A. Ainley conducted the affirmative, and Messrs. J. Yeoman and W. Brown the negative. The question was decided in the affirmative by a majority of three.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

SIR W. BOVILL.

THE late Right Hon. Sir William Bovill, Lord Chief Justice of the Court of Common Pleas, who died, after a comparatively short illness, on Saturday last, the 1st inst., at Combe House, near Kingston-on-Thames, the residence of J. C. Sim, Esq., in the fifty-ninth year of his age, was the second son of the late Benjamin Bovill, Esq., of Wimbledon, Surrey, who died in 1864. He was born in the year 1814, and having been privately educated, was articled to Messrs. Willis, Watson, Bower and Willis, of Tokenhouse-yard, Lothbury. Mr. Oxenford, articled with him, says:—"At an early age—for he was about two years younger than myself—he was remarkable for the zeal with which he pursued his legal studies, a virtue which, in those days at least, was by no means universal among 'articles.' It was at the instance of Mr Bower, I believe, that he quitted the office for the Bar." He was first admitted a pleader under the Bar, and was called by the Honourable Society of the Middle Temple, in Hilary Term, 1841. He went the Home Circuit, and his course as a junior was marked by his rapid entrance into an extensive and lucrative practice, and he soon became one of the acknowledged leaders on the circuit he had chosen. The *Surrey Standard* says:—"There can be no doubt that his lordship's connection with a great East-end manufacturing firm contributed to his success at the Bar. In defending their interests he gained great readiness in dealing with the technicalities of engineering, which are very puzzling to barristers; and thus we find him engaged in almost all those complicated 'patent' cases which are so constantly before the courts. We need not say, however, that Mr. Bovill never sank into this speciality. In London, he was, perhaps, best known for his connection with the celebrated Tom Provis case, and on circuit his briefs embraced cases of every description. He was fortunate, indeed, in the time at which he joined the Home Circuit. Platt, with his solid law, and unfailing resource, had gone. Mr. Serjeant Shee, Mr. Serjeant Channell, Mr. Montagu Chambers, Baron Bramwell, Mr. Justice Lush, and Mr. Peacock were, so far as we remember, the leading counsel, when Mr. Bovill began to take an active part at *Nisi Prius*. In a very short time the greater part of these were from one cause or other removed, and Mr. Bovill speedily found himself engaged in almost every cause of importance. His genial temperament undoubtedly conduced to his success both with judges and juries; and in the county towns—we can at least say it was so in Lewes and Guildford—he was a general favourite." In 1855 he obtained the honour of a silk gown, and was made a bencher of his Inn. In 1857 he entered Parliament in the Conservative interest, as one of the representatives of Guildford; and in 1866 he was appointed to the post of Solicitor-General, in the administration then formed by the late Earl of Derby. When Sir Fitzroy Kelly, who was Attorney-General, was removed to the Court of Exchequer as Lord Chief Baron, Sir William Bovill (then Solicitor-General) did not succeed to the post of First Law Officer of the Crown, Mr. Rolt having been appointed Attorney-General. It was understood that Sir William voluntarily offered to waive his claim to the promotion to which he was entitled, in order that the services of so distinguished a lawyer as Mr. Rolt should be available for the Government. Sir William Bovill's short term of office as Solicitor-General, gave him absolutely almost no opportunity of appearing before the House as a member of the administration. He was appointed in Nov. 1866, Chief Justice of the Court of Common Pleas. He was sworn a member of her Majesty's Privy Council in 1867; he was also for many years a magistrate for the county of Surrey, and he was likewise a Fellow of the Royal Society. In 1870 he was created an honorary D.C.L. by the University of Oxford.

The article in the *Surrey Standard*, from which we have quoted, is evidently written by some one who knew the deceased judge well, and speaking of his private character, the writer says that there never was a brighter, happier man than plain stuff "Mr. Bovill," and by his urbanity he captivated even political opponents.

It was as a judge, perhaps, that the deceased was least successful. He succeeded a great judge who for years had presided over a strong court. He must have felt the superiority of Willes in learning, and indeed of Mr. Justice Keating also, both of whom possessed the advantage of long judicial experience when Mr. Bovill was promoted from the Bar to be their chief. The diffidence which such a feeling produced is said to have been the cause of the irritability of manner which he displayed towards the Bar. And at *Nisi Prius* he very early committed the great blunder of unduly interfering with counsel, the result being that within a few weeks of his promotion he came into violent collision with his old and powerful antagonist, Mr. Edward James, the leader of the Northern Circuit. No doubt he acted as he felt conscientiously bound to act in the interests of justice, but it is now universally admitted that the best judges take as little part as possible in the conduct of a cause until the summing-up. On the whole, therefore, the honest opinion of lawyers concerning the lamented judge must be, that he was not great, or profoundly learned. But as a commercial lawyer, acute, possessing a great grasp of facts, and a capacity of expressing his views concisely and well, we recognise in him a man who would have been more useful as a puisne than as a chief.

Sir William Bovill married, in 1844, Maria, daughter of John Henry Bolton, Esq., of Lee Park, near Blackheath, Kent, by whom he has had a family of eight sons and four daughters. His eldest son, Mr. William Channell Bovill, is a barrister of the Middle Temple, and Clerk of Assize on the Western Circuit.

A. C. WALFORD, ESQ.

THE late Arthur Carr Walford, Esq., barrister-at-law, of Lyall-street, Belgrave-square, and of Newsquare, Lincoln's-inn, who died on the 24th ult., at Scarboro' Hall, Beverley, Yorkshire, in the fortieth year of his age, belonged, we believe, to the Shropshire branch of the Walfords, and he was the son of one of the Messrs. Walford, the well-known solicitors, of Bolton-street, Piccadilly, the agents for the London properties of the Marquis of Exeter and Sir John Sutton, Bart. The deceased gentleman, who was born in the year 1834, was educated at Trinity College, Cambridge, where he took his Bachelor's degree in 1855. He was called to the Bar by the Honourable Society of Lincoln's-inn in Easter Term, 1858, and practised as an equity draughtsman and conveyancer. Mr. A. C. Walford was a member of an ancient and respectable family, who, if we may believe Sir Bernard Burke's "Landed Gentry," were settled several centuries ago at Walford, near Ross, in Herefordshire, various branches of which have settled at different times in Shropshire, and in Norfolk, Suffolk, and Essex, where their descendants have remained down to the present generation.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Oct. 28.

GAMBLE and COOKE, solicitors and attorneys, Derby. March 15. (Edward Gamble and Frederick Duckering Cooke.) Debts by Cooke

Bankrupts.

Gazette, Oct. 31.

To surrender at the Bankrupts' Court, Basinghall-street.

COLLINS, MARK, hatter, Broad-st, Bloomsbury. Pet. Oct. 29. Reg. Hazlitt. Sur. Nov. 12. Sol. Godfrey, South-square

TAHOURDIN, EDWARD CAVENDISH, stock and share broker, Cornhill. Pet. Oct. 20. Reg. Hazlitt. Sur. Nov. 12. Sols. Paterson, Snow and Co., Chancery-lane

To surrender in the Country.

BAGSHAW, JOHN, furniture broker, Sheffield. Pet. Oct. 30. Reg. Wake. Sur. Nov. 12.

BRUNA, FELICE, ship broker, North Shields. Pet. Oct. 27. Reg. Mortimer. Sur. Nov. 11.

CROSSLEY, JOHN, jun., woolstapler, Halifax. Pet. Oct. 28. Reg. Rankin. Sur. Nov. 13.

HUSLEY, RICHARD, and DENTON, JAMES FLETCHER, woolstaplers, Halifax. Pet. Oct. 27. Reg. Rankin. Sur. Nov. 13.

TRAGHEIM, NICOLAI, furniture dealer, West Hartlepool. Pet. Oct. 28. Reg. Ellis. Sur. Nov. 13.

Gazette, Nov. 4.

To surrender at the Bankrupts' Court, Basinghall-st.

BUNGE, HUGO, merchant, Great Tower-st, and Clapham-rd. Pet. Nov. 1. Reg. Roche. Sur. Nov. 26

To surrender in the Country.

CHOICE, JOSEPH, beerseller, Hinckley. Pet. Oct. 30. Reg. Ingram. Sur. Nov. 17

DRURY, CHARLES VINCER, licensed victualler, Rovelden. Pet. Oct. 29. Reg. Young. Sur. Nov. 15

ROCHE, PERCIVAL, Esq., Canterbury. Pet. Oct. 31. Reg. Callaway. Sur. Nov. 14

THERSBY, WILLIAM, tailor, Darlington. Pet. Oct. 31. Reg. Crosby. Sur. Nov. 14

BANKRUPTCIES ANNULLED.

Gazette, Oct. 31.

HESSE, DAVID HERMAN, merchant, Fenchurch-st. April 15, 1871.

KENDAL, ROBINSON, managing director of a company, Lancaster and Boetle. Oct. 1, 1873.

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Oct. 31.

ALLWOOD, CHARLES, draper, Southgate-pl, Colney-hatch. Pet. Oct. 30. Nov. 11, at three, at the London Warehousemen's Association, 33, Gutter-la. Sol. Salaman

ASHBY, GEORGE, grocer, High-st, Hampstead. Pet. Oct. 29. Nov. 22, at three, at the Masons' Hall tavern, Masons'-avenue, Basinghall-st. Sol. Downing, Basinghall-st

ASHTON, PHILIP, victualler, Liverpool. Pet. Oct. 28. Nov. 13, at three, at Vine, accountant, Liverpool. Sol. Worship, Liverpool

BARNES, DAVID, contractor, Birstal. Pet. Oct. 28. Nov. 14, at three, at the Royal hotel, Dewsbury. Sol. Ibberson, Dewsbury

BARNARD, BENJAMIN WILLIAM, baker, Leigh. Pet. Oct. 27. Nov. 13, at eleven, at office of Sol. Pullen, Harp-la, Great Tower-street

BELCHER, BEN, cook, Reading. Pet. Oct. 27. Nov. 12, at eleven, at 28, the Forbury, Reading. Sol. Rogers, Reading

BELL, SARAH MARSHALL, confectioner, Newcastle. Pet. Oct. 29. Nov. 12, at two, at offices of Sols. Hoyle, Shipley, and Hoyle, Newcastle

BENJAMIN, BENJAMIN, importer of foreign goods, Blackman-st, Borough, and Gresham-st. Pet. Oct. 23. Nov. 12, at two, at 28, Blackman-st, Borough. Sol. Murray, Sackville-st, Piccadilly

BRIDGMAN, JOHN, NUTHALL, GEORGE, and WEST, GEORGE BENJAMIN, builders, Guildford-st, Gray's-inn-rd. Pet. Oct. 15. Nov. 10, at twelve, at the Guildhall tavern, Gresham-st. Sols. Wild, Barber, and Browne, Ironmonger-la

BURTON, JOHNSON, grocer, Birmingham. Pet. Oct. 29. Nov. 15, at eleven, at office of Sol. Allen, Birmingham

BUSBY, WILLIAM, grocer, Leigh. Pet. Oct. 27. Nov. 13, at two, at Anderton's hotel, Fleet-st. Sol. Pullen, Harp-la, Great Tower-st

COOKSON, FREDERICK chemist's assistant, Rainhill. Pet. Oct. 27. Nov. 12, at two, at office of Sol. Tyrer, Prescot

COPAS, JAMES, merchant, Newbury. Nov. 7, at eleven, at the White Hart hotel, Newbury. Sol. Cave, Newbury

CRYER, JOSEPH, grocer, Blackfriars-rd, and Asylum-rd, Peckham. Pet. Oct. 29. Nov. 17, at three, at Izard and Betts, Eastcheap. Sols. Ingle, Cooper, and Holmes, Threadneedle-st

CUMING, THOMAS MORRIS, confectioner, Truro. Pet. Oct. 27. Nov. 13, at eleven, at office of Sols. Carlyon and Paull, Truro

DAINTITH, JOHN, blacksmith, Woolston-with-Martinscroft. Pet. Oct. 25. Nov. 11, at three, at office of Sol. Bretherton, Warrington

DALBY, WILLIAM, shopkeeper, York. Pet. Oct. 28. Nov. 14, at twelve, at office of Sols. Messrs. Mann, York

DEMPSTER, MARCUS BRUTUS, watchmaker, Richmond. Pet. Oct. Nov. 14, at one, at office of Sol. Robinson, Richmond

DUPLOCK, JOHN, auctioneer, Eastbourne. Pet. Oct. 27. Nov. 13, at eleven, at the Gildridge hotel, Eastbourne. Sol. Cordwell, Serjeant's inn, Chancery-la

EVEREST, FRANK, grocer, High-st, Bow. Pet. Oct. 28. Nov. 24, at one, at office of Sol. Smith, Church-st, Clement's-la

FAULKNER, WILLIAM GIBSON, clerk, Navarino-gr, Dalston. Pet Oct. 13. Nov. 8, at three, at office of Sol. Jacob, Bedford-row

FOWLER, ABRAHAM, corn dealer, Tadcaster. Pet. Oct. 28. Nov. 24, at two, at offices of Sol. Harle, Leeds

FOX, WALTER, butcher, Cardiff. Pet. Oct. 28. Nov. 18, at eleven, at offices of Sol. Bleiloch, Cardiff

FRIGOUT, HENRY ALFRED, and ARTAUT, LOUIS, lamp manufacturers, Regent-st. Pet Oct. 28. Nov. 21, at three, at office of Sol. Alsop, Marlborough-st, Regent-st

GARDNER, GEORGE, bootmaker, Bristol. Pet. Oct. 29. Nov. 14, at twelve, at office of Sol. Miller, Bristol

GARRETT, THOMAS HORATIO WILLIAM, grocer, Ashton-under-Lyne. Pet. Oct. 29. Nov. 14, at three, at offices of Sol. Clegg, Oldham

GOODWIN, LORENZO, joiner, Leeds. Pet. Oct. 27. Nov. 12, at two, at office of Sols. Simpson and Burrell, Leeds

GREAVES, FREDERIC JEREMIAH, painter, Lakenham. Pet. Oct. 27. Nov. 11, at twelve, at office of Sols. Emerson and Sparrow, Norwich

HALL, WILLIAM, apothecary, Brompton-rd, St. Mary Abbotts, Kensington, London, and Brighton. Pet. Oct. 28. Nov. 19, at two, at office of Sols. Tilley and Liggins, Finsbury-pl-south, London

HARPER, LEVI, miner, Sedgley. Pet. Oct. 25. Nov. 10, at eleven, at office of Sol. Lowe, Dudley

HARVEY, GEORGE, grocer, Reading. Pet. Oct. 28. Nov. 13, at eleven, at office of Sol. Beale, Reading

HAYWARD, CHARLES, hairdresser, Bridgewater. Pet. Oct. 28. Nov. 13, at eleven, at Smith and Boyle, solicitors, Bridgewater. Sol. Chapman, Bridgewater

HIRSCHMANN, JOSEPH, wine importer, Cannon-st. Pet. Oct 28. Nov. 27, at twelve, at Broad, Broad, and Paterson, 35, Walbrook. Sol. Montagu, Bucklersbury

HODGSON, JOSEPH WILLIAM, ironmononger, Workington. Pet. Oct. 28. Nov. 18, at eleven, at office of Sol. Milburn, Workington

HOWARD, ROBERT, ironfounder, Rochdale. Pet. Oct. 29. Nov 15, at eleven, at at offices of Sol. Standring, Rochdale

HUGHES, ELIAS, flour dealer, Llanbedrog. Pet. Oct. 29. Nov. 14, at two, at the Castle hotel, Bangor. Sol. Allanson, Carnarvon

HUNT, WILLIAM DANIEL, butcher, Elstree. Pet. Oct. 27. Nov. 11, at four, at offices of Sol. Aslett, Cambridge-ter, Hyde-park

JACOBS, EDWARD, victualler, Bristol. Pet. Oct. 27. Nov. 12, at twelve, at offices of Sols. Benson and Thomas, Bristol

JACOBS, LOUIS, jeweller, Liverpool. Pet. Oct. 29. Nov. 17, at two, at office of Sol. Sitz, Liverpool

JONES, THOMAS, grocer, Dowlais, and Pantywain, near Dowlais. Pet. Oct. 28. Nov. 13, at half-past ten, at 48, Glebeland-st, Merthyr Tydfil. Sol. Lewis

KINGSLAND, MARK WILLIAM, miller, Hadlow. Pet. Oct. 24. Nov. 13, at half-past ten, at offices of Sol. Stenning, Tunbridge

KINSEY, WILLIAM BARNS, and MERRITT, WILLIAM DOWNES, architects, Great Suffolk-st, Borough. Pet. Oct. 29. Nov. 20, joint creditors, at twelve; sep. creditors of Kinsey, at one; sep. creditors of Merritt, at two, at offices of Sols. Ellis and Crossfield, Mark-la

LANGAN, FRANCIS, shoemaker, Birmingham. Pet. Oct. 29. Nov. 12, at three, at offices of Sol. Duke, Birmingham

LYTHGOE, JAMES PARTINGTON, Cannon-st. Pet. Oct. 27. Nov. 14, at two, at Hetherington and Co. 118, Cannon-st. Sol. Smith, Old Jewry

MARTIN, WILLIAM HATCH, farmer, Clovelly. Pet. Oct. 23. Nov. 12, at three, at office of Sols. Bridgman and Johnstone, Tavistock

MORRALEE, JOHN ROBERT, farmer, near Littletown. Pet. Nov. 26. Nov. 13, at two, at offices of Sol. Folkard, Durham

NEWELL, JOHN HOLLAND, brewer, near Walsall. Pet. Oct. 29. Nov. 14, at eleven, at J. Slater, solicitor, Butcroft, Darlaston. Sol. Edwards, Darlaston

PARKER, WILLIAM, fruiterer, Nottingham. Pet. Oct. 28. Nov 18, at eleven, at office of Sol. Brittle, Nottingham

PAYNE, WILLIAM, boot maker, North-end and George-st, Croydon, and High-st, Epsom. Nov. 18, at twelve, at the Greyhound hotel, High-st, Croydon. Sol. Parry

POATE, RICHARD, artist, Portsmouth. Pet. Oct. 24. Nov. 12, at three, at the Chamber of Commerce, Cheapside. Sol. Feltham, Portsea

POLLARD, MARY, grocer, Que n's-head-la, Islington. Pet. Oct. 27. Nov. 17, at three, at office of Sols. Messrs. Bastard, Brabant-ct, Philpot-la

RHODES, THOMAS, earthenware dealer, Hull. Pet. Oct. 24. Nov. 7, at twelve at office of Sols. Stead and Sibree, Hull

RILEY, WALDEN EVELYN, wool extractor, Bradford, and Shipley. Pet. Oct. 27. Nov. 17, at three, at offices of Sol. Hutchinson Bradford

SELLEN, MICHAEL HENRY, trunk manufacturer, Buckingham-st, Strand, under firm of W. Steer and Co. Pet. Oct. 30. Nov. 21, at twelve, at the Guildhall coffee house, Gresham-st. Sol. Miller, King st, Cheapside

SNOWDEN, GEORGE JAMES, upholsterer, Mile-end-rd. Pet. Oct. 28. Nov. 11, at two, at offices of Sol. Briant, Winchester-house, Old Broad-st

SUNDERLAND, JAMES SMITH, warehouseman, Leeds. Pet. Oct. 25. Nov. 22, at eleven, at office of Sol. Harle, Leeds

THOMPSON, JOHN, baker, Leigh. Pet. Oct. 27. Nov. 13, at four, at Anderton's hotel, Fleet-st, London. Sol. Pullen, Harp-la, Great Tower-st, London

TINSLEY, EDWARD, draper, Hull. Pet. Oct. 27. Nov. 12, at twelve, at offices of Sols. Messrs. Chatham, Hull

TIVERS, CHARLES GEORGE, painter, Weybridge. Pet. Oct. 25. Nov. 18, at three, at office of Sol. Jenkins, Chertsey

TRIPP, ROBERT, painter, Weston-super-Mare. Pet. Oct. 27. Nov. 13, at twelve, at the St. Helen's Glass Co. 6, Nelson-st. Bristol. Sol. Jones, Weston-super-Mare

TUCKER, JOSIAH, out of business, Sandringham-rd, Dalston. Pet. Oct. 28. Nov. 14, at eleven, at office of Sols. May and Sykes, Adelaide-pl, London-bridge

UNDERWOOD, WILLIAM, bootmaker, Luton. Pet. Oct. 20. Nov. 5, at twelve, at Good, Daniels, and Co., 7, Poultry. Sol. Snell

VINCENT, ELIZA, and VINCENT, MARY ADELAIDE, laundry proprietresses, Radcliffe-rd, and Seagrave-rd, West Brompton. Pet. Oct. 24. Nov 8, at ten, at offices of Sol. Marshal, King-st-west, Hammersmith

WAGNER, JOHN HENRY, baker, Virginia-row, Bethnal-green. Pet. Oct. 29. Nov. 14, at two, at at 145, Cheapside. Sol. Arnold, Finsbury-pavement

WHITEHOUSE, HENRY WRIGHT, grocer, Phœnix-st, Somerstown. Pet. Oct. 20. Nov. 12, at twelve, at office of Sol. Eves, Old Corn Exchange, Mark-la

WILLIAMS, JOHN ROBERT, tailor, Exeter. Pet. Oct. 29. Nov. 15, at eleven, at office of J. O. Harris, Wreford, and Co. accountants, Exeter. Sol. Huggins, Exeter

WOOD, JAMES, grocer, Congleton. Pet. Oct. 28. Nov. 19, at three at the Lion and Swan hotel, Congleton. Sol. Vaudrey

WRIGHT, WILLIAM, wheelwright, Manchester. Pet. Oct. 25. Nov. 20, at three, at office of Sol. Richardson, Manchester

Gazette, Nov. 4.

ALLEN, WILLIAM CHARLES, upholsterer, Tunstall. Pet. Oct. 27. Nov. 12, at three, at office of Sol. Hollinshead, Tunstall
ARTHUR, ARTHUR DAVID, asphalter, Lincoln. Pet. Oct. 30. Nov. 18, at eleven, at offices of Jay, public accountant, Lincoln. Sol. Page, Lincoln
ASHBY, AARON DAVID, miller, Carshalton. Pet. Oct. 30. Nov. 18, at half-past two, at the Guildhall tavern, Gresham-st. Sol. Arnold, Park-la, Croydon
ASHMORE, JOHN, joiner, Manchester. Pet. Oct. 31. Nov. 19, at three, at office of Sol. Burton, Manchester
BELL, WILLIAM, boot seller, Brecon. Pet. Oct. 29. Nov. 21, at two, at office of Sol. Bishop, Brecon
BENNETT, EDWIN, potato salesman, Brushfield-st, Spitalfields. Pet. Oct. 28. Nov. 14, at three, at office of Sol. Webster, Basinghall-st
BROADBENT, GEORGE, shoe merchant, Stockton-on-Tees. Pet. Oct. 30. Nov. 19, at eleven, at office of Sol. Robinson, Darlington
BROOKES, EDWIN, lapidary, Birmingham. Pet. Oct. 29. Nov. 14, at eleven, at office of Sol. Davies, Birmingham
BROWN, ABRAHAM, grocer, Newcastle-under-Lyme. Pet. Oct. 31. Nov. 19, at eleven, at the County Court offices, Hanley. Sol. Hollinshead, Tunstall
CAIN, JAMES, fish dealer, Bolton. Pet. Oct. 31. Nov. 17, at three, at offices of Sol. Dutton, Bolton
CARDEN, RICHARD ARTHUR, doctor of medicine, Great Castle-st, Oxford-st and clerk in holy orders, Augusta-ter, Grosvenor-pk, Camberwell. Pet Oct. 29. Nov. 18, at three, at offices of Sol. Debenham, Lincoln's-inn-fields
CHUBB, JOSEPH WILLIAM HODDINOTT BUGLER, hairdresser, Brighton. Pet. Oct. 29. Nov. 15, at eleven, at office of Clennell, Great James-st, Bedford-row. Sol. Goodman, Brighton
CORDEN, JONATHAN, butcher, Etruria. Pet. Oct. 23. Nov. 11, at eleven, at offices of Sol. Stevenson, Hanley
COTTON, MARY, shopkeeper, Birstall. Pet. Nov. 1. Nov. 19, at half past three, at office of Sol. Scholefield, Batley
CRUMP, ISAAC, baker, Pilley. Pet. Oct. 29. Nov. 21, at twelve, at office of Sol. Smith, Cheltenham
CULLEY, WILLIAM HENRY DUBINSON, baker, Cheltenham-pl, Acton. Pet. Oct. 23. Nov. 12, at two, at office of Sol. Vernede, Craven-st, Strand
CUTTING, SAMUEL, miller, Stanton. Pet. Nov. 3. Nov. 21, at twelve, at the Council-chamber of the Guildhall, Bury St. Edmunds. Sol. Messrs. Salmon, Bury St. Edmunds
DENISON, JOSEPH, draper, Bradford. Pet. Oct. 29 Nov. 14, at eleven, at office of Sols. Watson and Dickons, Bradford
DILLON, ANDREW, licensed victualler, Bath. Pet. Oct. 27. Nov. 11, at eleven, at office of Sol. Bartrum, Bath
DODD, THOMAS, painter, Chester. Pet. Oct. 29. Nov. 18, at twelve, at office of Sol. Churton, Chester
DORMAN, HENRY, butcher, Lower Edmonton. Pet. Oct. 31. Nov. 19, at two, at the Guildhall coffee house, Gresham-st. Sols. Treherne and Wolfertan, Ironmonger-la, Cheapside
FENNER, JOHN HOLMES, farmer, Canford. Pet. Oct. 28. Nov. 12, at eleven, at office of Sol. Whitehead, Wimborne Minster
FENTON, RICHARD, out of business, Dewsbury. Pet. Oct. 31. Nov. 19, at three, at office of Sol. Shaw, Dewsbury
GREEN, GEORGE, cab proprietor, Oxford. Pet. Oct. 30. Nov. 24, at two, at the London tavern, Oxford. Sol. Cooper, Oxford
GREEN, HENRY, and GREEN, THOMAS, stonemasons, Nottingham. Pet. Oct. 31. Nov. 17, at twelve, at offices of Sol. Heath, Nottingham
HAMLEY, RICHARD, butcher, East Stonehouse. Pet. Oct. 31. Nov. 19, at ten, at office of Sol. Square, Plymouth
HARVEY, GEORGE EDWARD, butcher, Palace-rd, New Town, Bromley. Pet. Oct. 29. Nov. 18, at three, at Bowen's, 74, Basinghall-st. Sol. Gregory, Widmore rd, Bromley
HEYS, RALPH HEATLEY, wine merchant, Southport. Pet. Oct. 30. Nov. 18, at twelve, at offices of Sols. Fowler and Carruthers. Liverpool
HOMES, SAMUEL, hatter, Tunbridge Wells. Pet. Oct. 30. Nov. 17, at eleven, at offices of Sol. Arnold, Tunbridge Wells
HOPKINSON, TOM, woollen cloth manufacturer, Slaithwaite. Pet. Oct. 29. Nov. 19, at three, at the Ramsden's Arms inn, Huddersfield. Sol. Armitage
HOSKINS, EDWARD, baker, Eastry. Pet. Oct. 23. Nov. 21, at three, at offices of Sol. Minter, Folkestone
HUDSON, JAMES, ironfounder, Burnley. Pet. Oct. 29. Nov. 21, at eleven, at office of Gill, accountant, 12, Hargreaves-st, Burnley. Sol. Baldwin, Burnley
HUGGINS, SIMON, warehouse clerk, Upper Saltley, near Birmingham. Pet. Nov. 1. Nov. 17, at ten, at offices of Sol. Duke, Birmingham
JONAS, JOHN, jun., furniture broker, trading as Barber and Co., Manchester. Pet. Oct. 30. Nov. 14, at three, at the Royal Hotel, Crewe. Sol. Salt, Tunstall
JOYCE, HENRY JOHN, licensed victualler, North Woolwich-rd. Pet. Nov. 1. Nov. 19, at at three, at offices of Sols. Wood and Hare, Basinghall-st, London, also Reigate and Croydon
KEMP, JOHN, builder, Lower Wandsworth-rd, Battersea-pk, Pet. Oct. 27. Nov. 22, at twelve, at office of Sol. Easton, Clifford's-inn
KENWORTHY, ROBERT JOHNSON, brickmaker, New Broad-st. Pet. Nov. 1. Nov. 21, at two, at offices of Sols. Green, Allin, and Greenhop, St. Peter's-alley, Cornhill
LUCAS, WILLIAM, painter, Bishop's Castle. Pet. Oct. 28. Nov. 18, at eleven, at office of Sol. Morris, Shrewsbury
LYONS, CORNELIUS, builder, Queen's-ter, York-rd, Battersea. Pet. Oct. 31. Nov. 17, at two, at office of Sol. Walls, Walbrook
MARTIN, JOHN, engraver, Sheffield. Pet. Oct. 31. Nov. 18, at twelve, at office of Sol. Wake, Sheffield
MCVEAGH, JOHN, tailor, Ripon. Pet. Oct. 31. Nov. 18, at half-past eleven, at the White horse inn, Ripon. Sol. Waistell, Northallerton
MIDDLETON, CHARLES THOMAS, wire drawer, Birchfields, and MIDDLETON, GEORGE HENRY, grocer, Birmingham. Pet. Oct. 29. Nov. 15, at eleven, at office of Sol. Blewitt, Birmingham
MILES, HARRISON, joiner, Burnley. Pet. Oct. 27. Nov. 12, at eleven, at offices of Sols. Backhouse and Whittam, Burnley
MOON, MICHAEL ALFRED, mining engineer, Chester. Pet. Oct. 30. Nov. 21, at eleven, at office of Sol. Jones, Manchester
OSBORNE, WILLIAM, printer, Birkenhead. Pet. Oct. 29. Nov. 17, at eleven, at offices of Rooke and Price, accountants, Liverpool. Sols. Addleshaw and Warburton, Manchester
PEATTIE, ISAAC HARPER, haberdasher, Eversholt st, Oakley-sq, Camden-town. Pet. Oct. 23. Nov. 7, at two, at offices of Coker and Keeler, public accountants, 32, Cheapside. Sol. Barrett, New-inn, Strand
PETCHELL, JOHN, sen., and PETCHELL, JOHN jun., shoe manufacturers, Northampton. Pet. Oct. 31. Nov. 17, at eleven, at office of Sol. Jeffery, Northampton
PRIOR, CHARLES, grocer, Halstead. Pet. Oct. 29. Nov. 14, at eleven, at office of Sol. Cardinall, Halstead
REW, ROBERT MAY, chemist, Regent-st. Pet. Oct. 30. Nov. 26, at eleven, at offices of Sols. Davies, Campbell, Reeves, and Hooper, Warwick-st, Regent-st
RHEIN, CARL, fancy portmanteau manufacturer, Foster-la, Cheapside, and St. Paul's-rd, Islington. Pet. Nov. 1. Nov. 18, at two, at offices of Minton, Boyes, and Child, 2, Carey-la, General Post Office, E.C., accountants. Sol. Buchanan, Basinghall-st
RILEY, JAMES, fishmonger, Hanley. Pet. Oct. 27. Nov. 13, at eleven, at offices of Sol. Stevenson, Hanley
SEYMOUR, FREDERICK HENRY, out of business, High-st, Nottinghill. Pet. Nov. 3. Nov. 18, at two, at Langbourn-chmbs, 17, Fenchurch-st. Sol. Bradford
SHIRLEY, WILLIAM OAKLEY, saddler, Brighouse. Pet. Nov. 1. Nov. 19, three, at office of Sols. Learoyd and Learoyd, Huddersfield
SILMAN, JAMES, out of business, Birmingham. Pet. Oct. 30. Nov. 14, at three, at offices of Sols. Wright and Marshall, Birmingham
SMITH, PETER, bootmaker, Blackpool. Pet. Oct. 31. Nov. 17, at half-past two, at office of Sol. Edelston, Preston
SMITH, WILLIAM, carpenter, White Hart-la, Barnes. Pet. Oct. 31. Nov. 22, at three, at offices of Sol. Howell, Cheapside
SOLOMANS, MICHAEL, out of business, Holywell-la, par. St, Leonard, Shoreditch. Pet. Oct. 29. Nov. 27, at three, at office of Sol. Heathfield, Lincoln's-inn-fields
SPIVEY, FRANK, farmer, Eastwood. Pet. Oct. 29. Nov. 18, at two, at office of Sol. Blyth, Chelmsford
STEVENTON, ALFRED, accountant, Burslem. Pet. Oct. 28. Nov. 10, at two, at the Talbot inn, Stafford. Sol. Tomkinson, Burslem
STEVENS, MATTHEW, baker, Cardiff. Pet. Oct. 31. Nov. 17, at twelve, at offices of Sol. Waldron, Cardiff
STODDART, MARTIN SMITH, printer, Sunderland. Pet. Oct. 31. Nov. 20, at ten, at offices of Sols. Oliver and Botterell, Sunderland
STOREY, JAMES, painter, Sale. Pet. Oct. 30. Nov. 17, at three, at office of Sol. Sampson, Manchester
SUCH, RICHARD, chaser, Aston, near Birmingham. Pet. Oct. 31. Nov. 14, at three, at office of Sol. Kennedy, Birmingham
TOWNLEY, CHARLES, baker, Somerton. Pet. Oct. 27. Nov. 19, at three, at office of Sols. Pain and Hawtin, Banbury
WARNER, JOHN, beerseller, Hanley. Pet. Oct. 7. Nov. 6, at eleven, at 26, Cheapside, Hanley
WEBB, WILLIAM, grocer, Sheffield. Pet. Oct. 30. Nov. 14, at twelve, at office of Appleby and Lawson, accountants, Queen-st, Sheffield. Sol. Roberts
WINNALL, JOHN, farmer, Berrow. Pet. Oct. 31. Nov. 19, at twelve, at the Crown hotel, Worcester. Sols. New, Prance, and Garrard, Evesham
WINSER, HENRY JAMES, jun., gas lamp manufacturer, Grafton-st, Soho. Pet. Oct. 29. Nov. 22, at eleven, at offices of Brett, Milford, Pattison, and Company, public accountants, 150, Leadenhall-st. Sol. Musgrave, Albert-bldgs, Queen Victoria-street
WYATT, PHILIP THOMAS, farmer, Shottesbrook. Pet. Oct. 31. Nov. 15, at eleven, at office of Sols. Barrett and Dean, Slough
YEATES, HENRY, boot manufacturer, Monmouth. Pet. Oct. 21. Nov. 15, at eleven, at office of Sol. Gibbs, Newport

Orders of Discharge.

Gazette, Oct. 28.

CLARKE, WALTER, out of business, Worcester
CROSBY, WILLIAM HARRISON, out of business, Scarborough
MORTLOCK, FREDERICK HENRY, boot maker, Jermyn-street St. James's, and Belmont-terrace, Wandsworth-road

Dividends.

BANKRUPTS' ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Hodge, A. seed crusher, first of 6s. At Carlill and Burkinshaw, 4, Parliament-st, Hull.—*Lobley*, R. S. tallow chandler, first of 10s. At Dean, Gordon, and Hinde, accountants, 23, Albion-st, Leeds.—*Marsh*, G. farmer, second of 3s. 3d. At Trust, J. R. Brown, George-st, Luton.—*Schooles*, A. gentleman, first and final of 1½d. At Sols. J. R. Adams, 15, Old Jewry-chambers.—*Sherwin*, M. H. W. music seller, second of 7d. At Trust, J. Elles, 38, Moorgate-st.—*Willard*, E. E. tailor, first of 2s. At Trust, W. Cooper, 7 Gresham-st.—*Williams*, W, contractor, first and final of 4s. 1d. At Barnard, Thomas, Cawker, and Co., 10, Temple-st, Swansea.

INSOLVENTS' ESTATES.

Halloran, A. L., master in Royal Navy, at St. George's-hall, East Stonehouse.—*Wootton*, A. J., superannuated muster baker, Plymouth, at St. George's-hall, East Stonehouse.

BIRTHS MARRIAGES AND DEATHS

BIRTHS.

BAINES.—On the 26th ult., at 9, Bevington-road, Oxford, the wife of Henry Baines, solicitor, of a son.
BELL.—On the 24th ult., at Mapperley House, Lee, the wife of Charles Bell, solicitor, of a daughter.
CHATTERTON.—On the 29th ult., at Florence Villa, Wood-green, the wife of Horace W. Chatterton, solicitor, of a son.
DYNE.—On the 2nd inst., at Coombe House, Hampstead-lane, Highgate, the wife of John Bradley Dyne, Esq., of Lincoln's-inn, barrister-at-law, of a daughter,
HICKLIN.—On the 30th ult., at 163, Clapham-road, the wife of J. W. Hicklin, Esq., solicitor, of a daughter,
KING.—On the 31st ult., the wife of Thomas King, Esq., of Brighton, solicitor, of a daughter.
ROSTRON.—On the 27th ult., at Beddington, Surrey, the wife of Simpson Rostron, Esq., barrister-at-law, of a daughter.
SANDY.—On the 22nd ult., the wife of T. G. Sandy, solicitor, Burnley, of a son.

MARRIAGE.

CHALK—BEZZELL.—On the 30th ult., at St. Mary's, Lewisham, Edmund Chalk, Moorgate-street, solicitor, to Mary Ann Bezzell, Westcourt, Lewisham-hill, youngest daughter of the late Henry T. Bezzell, Deptford, Kent.

DEATHS.

BRANSON.—On the 29th ult., at Broom-grove, Sheffield, aged 80 years, Mr. Thomas Branson, solicitor.
GOODE.—On the 2nd inst., at Belle Vue, Ryde, aged 80 years, Henry Goode, Esq., barrister-at-law.

To Readers and Correspondents.

Anonymous communications are invariably rejected.
All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.

TO SUBSCRIBERS.

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Advertisements must reach the Office *not later* than five o'clock on *Thursday* afternoon.

NOTICE.

The LAW TIMES *goes to press on Thursday evening, that it may be received in the remotest parts of the country on Saturday morning. Communications and Advertisements must be transmitted accordingly. None can appear that do not reach the office by Thursday afternoon's post.*

All communications intended for the Editor of the Solicitors' Departmentashould be so addressed.

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The Law and the Lawyers.

IT is somewhat surprising that the Government should do all it can to make its administration unpopular with the Legal Profession. The delay attending Vice-Chancellor HALL'S appointment as an acting Judge caused a great deal of very serious inconvenience to practitioners in the Court of Chancery, and in some cases, we are informed, causes were imperilled by difficulties attending the routine of the chambers. The same delay has occurred in filling up the vacancy in the Court of Common Pleas. The late Chief Justice died before the commencement of Term. Eleven days of the Term have elapsed, and Sir JOHN COLERIDGE has not taken his seat. Under existing conditions, the loss of a judge is calculated to operate most prejudicially upon business, and we can quite understand the hesitation in determining which Judge should try the Taunton election petition. No Judge can be spared—and, nevertheless, a vacancy is unnecessarily kept open.

WE are informed that in all probability the Taunton election petition will not be tried for some weeks to come. We have been unable to ascertain that any leading counsel have been retained to support the petition. It is not yet known what Judge will preside.

SOME curious statistics of the work done by Gray's-inn have been published. The entire number of calls from Hilary Term, 1870 inclusive, is as follows:—In 1870, Hilary 0, Easter 1, Trinity 0, Michaelmas 1; in 1871, Hilary 2, Easter 2, Trinity 1, Michaelmas 0; in 1872, Hilary 1, Easter 1, Trinity, 3, Michaelmas 1; in 1873, Hilary 0, Easter 0, Trinity 0. Total calls in 15 terms, 13. Thus, if the annual income of the society is £7000, twenty-eight thousand pounds have been expended in calling thirteen gentleman to the Bar, at a cost of upwards of £2150 each.

ON an interesting question of bankruptcy law, a correspondent writes:—"In the LAW TIMES of the 25th ult., I observe No. IV. of a series of articles you are publishing on the question of liquidation and composition by arrangement. In that article you state that the question whether a debtor who is sued by a creditor who could prove his debt under the liquidation, should plead his order of discharge as a bar, or apply for an injunction, is unsettled; but I trust you will allow me to venture an opinion that the question is settled to a certain extent in the County Courts, which have primary jurisdiction in bankruptcy. Rule 289 may be taken as the basis of the argument. This rule is supplemented by the case of *Satterfield* v. *Fox* (LAW TIMES, vol. xlix., p. 114, Liverpool Court), where an injunction was granted against action by creditor, although debtor had pleaded, and was therefore estopped from contending the debt was provable, and although the money was paid into court, and, therefore, the proceedings were not against the debtor or his property, and although by such payment plaintiffs become secured creditors. Also *Ex parte Williams, re Teece* (LAW TIMES, vol. l., p. 243, Liverpool Court), where an injunction was granted against execution upon after-acquired property on judgment obtained after discharge, but for debt provable under the petition. In the last case, Dr. COMINS, who appeared for the creditor, contended that the debtor ought to have pleaded his discharge, and that he was prevented from applying for an injunction, having slept over his rights. The learned Judge who presided on that occasion did not dwell upon the point raised, but granted the injunction. These cases sufficiently establish the point, that the debtor in such a case should apply for an injunction. I fully concur with you, that it is to be regretted that the judgment of the Bacup Court was not appealed against, our County Courts being inferior courts of record, and analogous to the provincial courts in France under the Code Napoleon, where the decision of one court is not binding on another. If the County Courts were superior courts of law, the judgment of one court would stand until reversed on appeal, and I consider it a pity that County Court Judges should not be bound by previous decisions."

THE law as between husband and wife is not so abundantly clear that another case on the subject will not be welcomed. *Jones and Wife* v. *Cuthbertson* (26 L. T. Rep. N. S. 359; 28 L. T. Rep. N. S. 673; L. Rep. 7 Q.B. 218; 8 Q.B. 504), raised a question whether under a particular state of circumstances a joint action by husband and wife could be maintained. The defendant was a solicitor, which may, or may not, give the case additional interest. A married woman had freehold and leasehold property devised to her separate use, and she being desirous of building and repairing some cottages upon part of it, and her husband wanting to pay off a debt, it was arranged under the advice of the defendant, that a loan should be raised by the mortgage of the wife's property and the deposit of two policies of the husband, each on the life of the husband and wife respectively. The mortgage was executed by husband and wife, and the husband covenanted for the repayment of the loan. The money was to be advanced by instalments, and a joint authority signed by husband and wife was given to the defendant to receive the first instalment from the mortgagees. He received it and paid the husband's debt, but he claimed to retain a debt due to him from the husband. An action was brought for the balance by the husband and wife jointly, and the Court of Queen's Bench and the Exchequer Chamber have held that the action was maintainable. Mr. Justice BRETT very pertinently asked whether the money advanced was not advanced partly on the security of the wife's separate estate, and, if so, was she not partly the meritorious

cause? *Bidgood* v. *Way* (2 W. Bl. 123), was the case relied upon by the defendant, but, as pointed out by the LORD CHIEF BARON, that is a direct authority to this extent only, that an action at law for money had and received to the use of the husband and wife, *simpliciter*, is not maintainable. In *Jones* v. *Cuthbertson*, the declaration went on to allege what was not strictly in accordance with the facts, that the wife was entitled to receive the money for her sole and separate use. But that was held to be sufficiently supported by the fact that she was entitled to the money laid out upon her separate property. And it is to be further noticed that as against husband and wife, a *chose in action* cannot be taken to have been reduced into possession against the will of the husband. The defendant in *Jones* v. *Cuthbertson* was decided to be an agent for a particular purpose only. "The money," said Mr. Justice BRETT, "was received *alio intuitu* with no intention by the husband to reduce it into possession. There was therefore no reduction into possession by the husband, and consequently the wife might be joined in action."

THE commingling of Equity and Common Law Judges is one of the pet projects of law reformers, but from the judgments in the case of *MaLean* v. *McKay*, decided before the Long Vacation by the Privy Council, it would appear that in Nova Scotia, the result of this process is not always satisfactory. The Privy Council reversed the decision of the High Court of Judicature at Halifax. That Court reversed the decree of the Judge in Equity in favour of the appellant, who was the plaintiff in the suit below. The Judges in the Supreme Court were divided in opinion. The Court consisted of five Judges, of whom the Judge in Equity was one. The four Judges who heard the cause for the first time were divided in opinion; but the learned Judge in Equity, having changed his own view of the case, created the majority of the Court, which reversed his own decree. The Judicial Committee regretted that the Judge in Equity should have changed his mind, his original judgment being in their opinion right in its reasoning and sound in its conclusions. This must be very mortifying to the "Judge in Equity;" to assist in reversing your own decree, and then to be reversed again to your original position, is about as uncomfortable a judicial experience as we can well imagine.

THE case of *Vian* v. *Maynard*, tried last week in the Court of Exchequer before Baron CLEASBY, illustrates in a very forcible manner the anomalous condition of the English law on the subject of seduction. In that case there had been a previous trial for breach of promise of marriage brought by the daughter of the plaintiff, but as there was not sufficient evidence of a promise by the defendant the action failed. On this the father, in accordance with suggestions made at the former trial, brought an action for seduction against the defendant. Thus owing to the rule of law that no action lies against the seducer at the suit of the party immediately interested, but that the only right of action is founded on the loss of the girl's services to her father, reducing the question to a case of master and servant, all the parties in this case were put to the trouble and cost of two trials, when the whole matter might have been very well settled on the first occasion but for the rule in question. If the woman who was seduced, and to whose father the jury awarded damages in the second action, could have brought an action for seduction in her own right, the two causes might have been joined, and all further trouble have been avoided. On what grounds such an anomaly is perpetuated it would be difficult to say, except that it has become venerable by age. It has been commented on over and over again, and nothing but the aversion of the Profession from all changes in what they have become accustomed to could have kept such a rule in force. The rule amounts to this, that the party really injured has suffered no injury sufficient for the law to notice, but that her father, or master, who has lost her services, can bring an action for such secondary and inferior loss. This loss of service may be of the most trifling description. In one case, indeed, tried by Chief Justice ABBOTT, his Lordship held that the loss by a father of his daughter's services in making tea was a sufficient loss to enable him to maintain this action. But when the loss of service has once been established, then damages are heaped up on other grounds, and this practice had become so inveterate in Lord ELLENBOROUGH's time, that he said it could not be shaken. So that the damages given frequently include an appraisement by the jury of the moral delinquency of the defendant, and the injury and dishonour sustained by the real plaintiff and her family. Is it not time that a rule of law, which places a father's inconvenience in having to make his own tea above the loss of his daughter's virtue, and the dishonour they both suffer, should be abrogated, and the seduction itself be made the ground of action, if any such actions are to be allowed? There are some who think, however, that such actions should not be maintainable, the consent of the woman taking away the right of action. Whichever opinion prevails, it is very desirable that the law should be placed on a reasonable footing, and that juries should not import into their verdicts damages for injuries quite distinct from the ostensible one on which the verdict is founded.

ACCEPTANCES AGAINST CONSIGNMENTS.

AN interesting question of commercial law has been raised more than once lately, with reference to the rights and liabilities of consignees who accept bills against consignments, such bills being discounted by the drawer, and bills of lading of the goods consigned deposited as collateral security. What is the interest of the consignee in the goods? Has he an insurable interest in them, so as to entitle him to effect an insurance upon them in his own name? And if the drawer and acceptor both become insolvent, what are the bill holder's rights?

The question raised under a policy of marine insurance goes to the root of the matter, and the difficulty of dealing with it satisfactorily will appear upon a reference to the case of *Ebeworth* v. *Alliance Marine Insurance Company* (L. Rep. 8 C. P. 596.) The action was brought to recover for a total loss of goods on a policy entered into by the plaintiffs "as well in their own names as for and in the name or names of all and every person or persons to whom the same doth, may, or shall appertain in part or in all." The plaintiffs were cotton brokers and agents in London, and were in the habit of receiving consignments of cotton from correspondents abroad, for sale on behalf of such correspondents, and making advances thereon by acceptances as they were from time to time advised of the shipments. They kept open policies with the defendants, and a certain consignment was declared upon two of the policies. The plaintiffs accepted a bill for £3000, drawn by the consignors against the consignment—valued at £5000—and paid it at maturity. The goods were lost, and in opposition to the right of the plaintiffs to recover on the policies, it was contended that they had no insurable interest at all in the cotton, but a mere expectancy of profit resting on a contingency: that if they had any insurable interest at all, it could only be to the extent of their own beneficial interest therein, viz., £3000; that they could only insure in their own names and on their own behalf to the extent of that beneficial interest; and that the only persons who, without having a beneficial interest in goods equal to the whole value, can insure in their own names to the full value, and recover the whole value, holding the surplus as trustees, are those who are in law owners and in equity trustees of the goods insured, which the plaintiffs were not. For those propositions an array of authorities was cited. The argument of the plaintiffs was that they had the whole legal interest in the goods when they accepted the draft for £3000, that all their duty to the consignors from that time was to account as trustees for them for the surplus proceeds; and that, assuming that not to be so, they still had such an interest in the goods, and in every part of them, as gave them an insurable interest in the whole, so as to entitle them to insure them to their full value in their own names, holding the surplus (if any) above their own actual beneficial interest in the goods as trustees for the consignors. The acceptance of the plaintiffs was hypothecated with the bill of lading by the consignors with the National Bank of India, and the bank, on presenting the shipping documents, were entitled to be paid the amount of the acceptance. As Chief Justice Bovill put it, "The bill of exchange being drawn by the shippers and accepted by the plaintiffs against the consignment, that consignment immediately became an equitable security to the plaintiffs for the amount of their acceptance, and they would have been entitled to have the cotton appropriated for their reimbursement." And his Lordship added, "The equitable interest of the plaintiffs, after coming under acceptance against the shipment, was not in any particular portion of the cotton, but in the whole and in every part of it; and no portion of it could have been withdrawn without diminishing their security." The court was equally divided in this case, and Mr. Justice Brett did not agree with the Lord Chief Justice and Mr. Justice Denman as to the ownership of the goods "This contract and position of affairs," said Mr. Justice Brett, "did not pass the legal property to the plaintiffs, for that was still in the National Bank of India. It did not give a present right of possession of the bill of lading, or even a right of possession of the cotton on arrival. . . . Until the acceptance should be met I should apprehend that the plaintiffs could not be held to be either legal or equitable owners of the cotton."

It will be useful at this point to notice another case not having reference to marine insurance, namely, *The Bank of Ireland* v. *Perry* (L. Rep. 7 Ex. 14). There the question was whether acceptors of a bill of exchange drawn against a specific cargo were entitled to have the proceeds of the cargo in the hands of the bill holder applied to take up the acceptance. There was a double insolvency—of the drawers and acceptors of the bill—and without going into the particular facts of the case, we would refer to the judgment of Baron Cleasby who expressed his view of the construction to be put upon the case of *Ex parte Waring* (19 Ves. 345), and the cases which have followed that decision. He said, "I may illustrate by an example what I conceive to be the effect of these authorities. Suppose A. and B. are drawer and acceptor of a bill discounted by a bank, and by the agreement between them of which the bank at the discount time is utterly ignorant, a certain sum of money or the proceeds of a certain cargo is to be applied in discharge of the bill, then, in the event of there being a forced realisation of assets of those two estates, that sum of

money or the proceeds of that cargo does not form a portion of either estate, but is subject to the equity of going in discharge of the bill. The billholder, although he may prove against both estates does not get the benefit thereby of the specific security set apart by A. and B. towards the discharge of the bill. There is no mode of giving him the fair benefit of the arrangement except by making the security available at once for the payment of the liability, and then the matter readily adjusts itself."

The position on these authorities may therefore be taken to be this:—Bills drawn and accepted as against a specific consignment, and discounted, are not, in the hands of the holder, a liability to be satisfied out of the proceeds of the consignment, the holder being a stranger to any arrangement between the parties to the bills. In the next place, if the parties to the bills become insolvent the proceeds do not form a portion of either estate, but go to meet the acceptances. Lastly, bills being drawn and accepted against consignments, and the shipping documents being hypothecated with the bills, the holder is entitled to be paid the amount of the acceptances on tendering the shipping documents. And if the acceptors become bankrupt the consignments would form part of their estate, subject to the payment of the amount of the acceptances.

Another case which illustrates the complexities of commerce and the difficulties which may arise out of them in administering plain principles of law, is *Ex parte Smart, Re Richardson* (L. Rep. 8 Ch. App. 220), in which the question was raised, whether the doctrine of *Re Waring* applies only as between the drawer or indorser of a bill and the acceptor. The person sending the remittances to meet the acceptances of the consignees, was no party to the bills drawn by the consignor. But the Court of Appeal in Chancery, affirming the Chief Judge, held that this made no difference. "I cannot follow the argument that has been urged upon us," said Lord Justice James, "that the doctrine only applies where all parties are parties to the same bills, and does not apply to a case where there are distinct contracts." Where equity cannot be worked out without the application of the rule in *Waring's* case, that rule will be applied."

Hypothecation of bills of lading and acceptances against consignments is usually effected with banks by means of formal documents, a specimen of which will be found in *Ebsworth's* case. The interest which a consignee of goods hypothecated by the consignor has in them that case shows to be doubtful—at least as regards the power to enter into a policy of insurance. The law in respect of the appropriation of specific goods against which acceptances are drawn, is tolerably clear, and we believe it is correctly stated above.

SUPREME COURT OF JUDICATURE ACT.

Rules of Procedure.

The schedule to the Act comes into force by virtue of sect. 69, and will form the basis of procedure in the High Court of Justice and the Court of Appeal in the first instance. The Act is so worded that these rules must take effect on the Act coming into operation, and no alteration can be made in them until after that time.

All common law actions hitherto commenced by writ, all Chancery suits hitherto commenced by bill or information, all Admiralty or Probate suits commenced *in rem*, or *in personam*, or by citation, are henceforward to bear one name, and are to be instituted in the High Court of Justice by a proceeding called "an action." All other proceedings in or applications to the High Court will, subject to any rules to be made on the subject, be made in the same form and under the same name as they would have been made in any court in which the like proceeding or application could now be taken or made: (rule 1.)

Every action is to be commenced by a writ of summons, indorsed with the nature of the claim made, or of the relief or remedy required in the action, and specifying the name of the division to which the action is to be assigned: (rule 2.) This is an advantage to defendants, for they will know at once the demand which is made against them, whereas at present, in most instances, they are compelled to wait for the declaration to ascertain the exact nature of their alleged liability. Neither the forms of these writs, nor of the indorsements, are given, but are to be prescribed, in the ordinary causes of action, by rules of court, and the use of these forms will be enforced by costs being imposed upon plaintiffs using any more prolix or other forms, unless the court shall otherwise direct: (rule 3.) The provisions for the service of these writs are much the same as those now in force. No service is required where the defendant, by his solicitor, agrees to accept service, and enters an appearance. Where service is required it is to be effected, if practicable, as personal service is now made, but if it be made to appear to the court or a Judge that prompt personal service cannot be effected by the plaintiff, an order for substituted service, or for substitution of notice for service may be made. Provision is also made for service out of the jurisdiction, or for notice in lieu of service, in such manner and on such terms as the court or a Judge may think just: (rules 4, 5, 6.) The provisions of the Bills of Exchange Act, as to actions on bills of exchange, are extended to all actions for debt, where the claim is a liquidated demand in money, payable by the defendant under a contract express or implied, such as actions on bills of exchange or bonds, or under a statute for a fixed sum of money, or on a guarantee where the claim against the principal is also liquidated, or on a trust. The writ of summons in such cases may be specially indorsed with the particulars of demand, after giving credit for a set-off or payment; and if the defendant does not appear to such an action, final judgment may be signed for any sum not exceeding the sum indorsed on the writ, with interest and costs; but the court may set aside or vary the judgment on such terms as may seem just. As now, in actions on bills of exchange, where a defendant appears on a writ of summons so specially endorsed, the plaintiff may, on verifying the cause of action by affidavit, and swearing that in his belief there is no defence, call on the defendant to show cause why the plaintiff should not be at liberty to sign final judgment, and the court or a Judge may, unless the defendant satisfy the court or Judge that he has a good defence, or disclose such facts as the court or Judge shall think sufficient to entitle him to defend the action, make an order empowering the plaintiff to sign judgment. Permission to defend the action is to be granted on such terms as the court may think fit: (rule 7.) The object of this rule is obviously to prevent the vexatious defending of actions, and whilst it will not prevent defendants from protecting their interests in those cases where their liability can really be disputed, it will have the effect of curtailing much useless and expensive litigation, such as is now kept up by the obstinacy of the parties, often despite the advice of their legal advisers. In cases of ordinary account, where the plaintiff in the first instance desires to have an account taken, the writ of summons is to be indorsed with a claim that such an account be taken, and, in default of appearance and after appearance, unless the defendant, by affidavit or otherwise, satisfy the court or a Judge that there is some preliminary question to be tried, an order for the account claimed, with all directions now usual in the Court of Chancery in similar cases, shall be forthwith made: (rule 8.)

Rules 9 to 17 deal with parties to actions, and in effect carry out the provisions of sect. 24 of the Act by enabling the court to order any persons whose interests are involved in any case before it to come in as plaintiffs or defendants. The object of these rules is to ensure the speedy settlements of litigated questions by doing away with the necessity of several actions where one will practically settle the question at issue. It is unnecessary to notice these rules further than by saying that the non-joinder or misjoinder of parties will not defeat an action, and that the court has full power to insert plaintiffs or defendants at any stage, and generally to regulate the parties between whom any question before us is to be finally settled. In fact, the precise description of parties is made immaterial, and in future persons bringing actions will not be put to the inconvenience now arising from having in the first instance selected a wrong defendant.

The present form of pleading is abolished, and for it is substituted something halfway between the Chancery and Common Law pleading. The forms of pleading are not given in these rules, but will probably find a place in the rules to be framed under the Act. They are so far defined, however, that some notion of them may be gathered from the existing rules. They are in future to be printed, and the plaintiff is required, unless it is dispensed with by the defendant, to file and deliver to the defendant a statement of his complaint, and of the relief or remedy to which he claims to be entitled; the defendant will thereupon file and deliver to the plaintiff a printed statement of his defence, set-off, or counterclaim, and the plaintiff thereupon will file and deliver to the defendant his reply. These statements are to be as brief as the nature of the case will admit, and if too prolix, the penalty will be condemnation in the costs occasioned thereby. This description of the new pleadings corresponds very much with those now in use in the High Court of Admiralty, and a reference to the forms of that court given in Williams and Bruce's Admiralty Practice will very much assist anyone desirous of acquiring some knowledge on the subject. Demurrers are to be raised in the form and manner to be prescribed by the future rule, and full power of amendment is given to the court for the purpose of settling the issues between the parties; moreover for this latter purpose a Judge has power, if he thinks an issue is not properly raised, to direct them to be prepared, and if the parties differ to settle them himself. Cross-actions are practically rendered unnecessary by a provision enabling a defendant to set up by way of counter-claim any right or claim, whether it be a set-off or a claim for damages, and such a counter-claim will have the effect of a cross-action, and the defendant if he establishes his right, may proceed to final judgment thereon. But if the two claims cannot be tried together, power is reserved to the court to refuse leave to the defendant to set up the counter-claim. A plaintiff may unite in one action, and in the same statement, several causes of action subject to the power of the court to divide them if they cannot be conveniently tried together; and a plaintiff is not to be confined to bringing an action against several defendants merely because all are not equally interested as to the relief prayed, or as to every cause of action included in the claims, but the court has power to prevent injury to a defendant by his being included in

such an action. Power is given to the court to direct any question of law which may arise in a case to be decided before the issues of fact are tried, or before a reference to an arbitrator or referee. This is in effect the power to decide demurrers, and to decide matters of law which arise on the pleadings without the necessity of first inquiring into the facts: (rules 18 to 24.)

The right to administer interrogatories is preserved much as it now exists. As the new form of pleadings involves statements of facts, and hence frequently reference to documents, it is provided that any documents referred to in any pleading or affidavit, must after due notice be produced to the opposite party who may take a copy, otherwise the party in whose custody it is will not be allowed to use it in evidence, except only where he can satisfy the court that he has good reason for declining to produce it. The court has power to order the production of documents relating to matters in question in any proceeding, and may deal with those documents as it thinks right: (rules 25 to 27.)

The rules hitherto noticed relate to the preliminary steps to be taken before trial; those that follow deal with trial and its incidents.

SEARCHES, INQUIRIES, AND NOTICES.

Disentailing Assurances.

(*Continued from p.* 19.)

Previously to the year 1834, tenants in tail were able to bar the entail by fines or common recoveries, by means of the former the estate of the tenant in tail was converted into a base fee, that is an estate which lasted so long as the tenant in tail or any of his issue was or were in existence, but by the latter the remainders were also barred, and the estate tail was converted into an estate in fee simple. By the Abolition of Fines and Recoveries Act 1833 (3 & 4 Will. 4, c. 74), the mode of barring the entail was completely changed, and provision is made by which the formal amendment of fines or recoveries by the alteration or addition of the names of the parties or description of the lands where a mistake or omission is apparent from the deed declaring the uses of the fine or making the tenant to the writ of entry or other writ for suffering a common recovery, is rendered unnecessary (sects. 7 and 8), and provision is also made for the custody of the records, and for allowing a search to be made for them, and extracts and copies to be obtained: (sect. 13.) By the Act a general power of disposition for an estate in fee simple, or for any less estate, is limited to every tenant in tail (sect. 15), except he or she is by any Act of Parliament restrained from barring his or her estate tail, or he or she is a tenant in tail after possibility of issue extinct: (sect. 18.) Every disposition of lands under the Act by a tenant in tail thereof is to be effected by some one of the assurances (not being a will) by which such tenant in tail could have made the disposition if his estate were an estate at law in fee simple absolute, and no disposition by a tenant in tail is to be of any force either at law or in equity under the Act unless made or evidenced by deed, and no disposition by a tenant in tail resting only on contract express or implied, or otherwise, and whether supported by a valuable or meritorious consideration or not, is to be of any force at law or in equity under the Act, notwithstanding such disposition is made or evidenced by deed. The concurrence of the husband is necessary where the disposition is made by a married female tenant in tail, and the deed must be acknowledged by her as directed by the Act (sect. 40), but not necessarily before inrolment, or within the six months allowed for inrolment. The Court of Common Pleas, however, have power to dispense with the husband's concurrence where he is lunatic, idiot, or of unsound mind, or in prison, or living apart from his wife, or where he is incapable of executing a deed, and no acknowledgment of the deed by the wife will then be necessary (sect. 91): (*Re The London Dock Act* 1853, 24 L. J., N. S., 606, Ch., and 25 L. J., N. S., 45, Ch.) Courts of equity are excluded from giving effect to any disposition whether made for valuable consideration or not, unless the disposition would be effectual in the courts of law: (sect. 47.) In the case of *Peacock* v. *Eastland* (L. Rep 10 Eq. 17), the tenant in tail granted the estate unto and to the use of two persons upon trust to sell and stand possessed of the proceeds for his benefit, the deed was duly inrolled but was not executed by the trustees, who subsequently executed a deed of disclaimer, and the court held that the entail had not been barred. No assurance by which any disposition of lands shall be effected under the Act by a tenant in tail thereof (except a lease for any term not exceeding twenty-one years to commence from the date of such lease or from any time not exceeding twelve calendar months from the date of such lease, where a rent shall be thereby reserved, which, at the time of granting such lease, shall be a rack rent, or not less than five-sixth parts of a rack rent) is to have any operation under the Act, unless it be inrolled in Chancery within six calendar months after the execution thereof: (sect. 41). Where the tenant in tail has not the first estate under the settlement then, except where the prior estate is for years only, he can only create a base fee or bar his issue, unless he obtain the consent of the protector of the settlement (sect. 34), which must be given either by the same assurance by which the disposition is effected, or by a deed distinct from the assurance, and to be executed either on or at any time before the day on which the assurance is made (sect. 42), and the distinct deed must be inrolled in Chancery either at or before the time when the assurance is inrolled: (sect. 46.) The settlor has the power to appoint any number of persons not exceeding three, to be the protectors of the settlement, but the appointment must be made by the deed of settlement itself, and the settlor can also by means of a power, also to be contained in the same deed, authorise any other person to appoint new protectors, or a new protector, in the place of those who die, or by deed relinquish their office. Every deed appointing a new protector, or by which a protector relinquishes his office, is to be void unless it be inrolled in Chancery within six calendar months after its execution. The person who would otherwise be the protector may be appointed as one of the protectors, and, unless otherwise directed by the settlor, he may act as the sole protector, if those appointed have died or relinquished office, and their places have not been filled: (sect. 32.) If the settlor neglect to nominate protectors, then the owner of the first estate (not being an estate for years) under the settlement, is, notwithstanding any charge, or even his bankruptcy, to be the protector. An estate by the curtesy in respect of an estate tail, or of any prior estate created by the same settlement, and an estate by way of resulting use or trust to or for the settlor, are to be deemed estates under the same settlement: (sect. 22.) A tenant in tail has now been decided to be the protector of all estates tail subsequent to his own: (*Re Blewitt*, 25 L. J., N. S., 393, Ch., reversing the decision of Lord Brougham in *Re Blewitt*, 3 Myl. & K. 250, and Lord Cottenham in *Re Wood*, 7 L. J., N. S., 144, Ch.) Where a married woman is entitled under a settlement made either before or since the commencement of the Act (*Keer* v. *Brown* 28 L. J., N. S., 477, Ch.), to the prior estate for her separate use, she alone is protector; but if she is not so entitled, her husband is joint protector with her (sect. 24), and in either case she can give her consent without acknowledging the deed (sect. 45), but if the husband be lunatic, idiot, or of unsound mind, and whether found so by inquisition or not, the consent of the persons intrusted with the care of lunatics is required, or if the husband be convicted of treason or felony, the consent of the Court of Chancery is required, but if from any other cause he be incapable of executing a deed, or if his residence be unknown, or he be in prison unconvicted of treason or felony, or if he be living apart from his wife by mutual consent or by sentence of divorce, the Court of Common Pleas may dispense with the husband's concurrence, and her consent is to be given as if she were *feme sole*: (sects. 35 and 91.) If the estate conferring the protectorship is vested in two or more persons, each of them is to be deemed sole protector to the extent of his share: (sect. 23.) A confirmed or restored estate is to be deemed a prior estate under the same settlement (sect. 25), unless it be a leasehold estate subject to a rent: (sect. 26.) No woman in respect of her dower, nor bare trustee—except where under a settlement made on or before the 31st Dec. 1833, he would have been the proper person to make the tenant to the writ of entry or other writ, for suffering a common recovery, in which case he is to be the protector (sect. 31)—heir, executor, administrator, or assign, in respect of any estate taken by him as such, is to be protector: (sect. 27.) In case the holder of the first estate is disqualified, the person (if any), who, if such estate did not exist would be the protector, is to be such protector: (sect. 28.)

If no protector be appointed, and the owner of the prior estate be an infant, no consent can be obtained. If the protector be lunatic, idiot, or of unsound mind, and whether found such by inquisition or not, the Lord Chancellor or the Lord Keeper, or the Lords Commissioners for the custody of the Great Seal, or other the person or persons (now the Lords Justices of Appeal in Chancery) for the time being intrusted by the Queen's sign-manual, with the care and commitment of the custody of the persons and estates of persons found lunatic, idiot, or of unsound mind, is or are to be the protector. If the protector be convicted of treason or felony, or be an infant not entitled to the prior estate, or if it be uncertain whether an appointed protector be living or dead, the Court of Chancery is to be the protector, as well as in those cases in which there is a prior estate sufficient to qualify its owner to be protector but where, by reason of the declaration of the owner or otherwise such owner is not the protector (sect. 33), in any of the above-mentioned cases the consent is given by order obtained upon the motion or petition in a summary way, of the tenant in tail, the proposed disposition being first approved of: (sect. 48 and 49; see *Re Blewitt*, 25 L. J., N.S., 393, Ch.). The protector is not to be considered a trustee, nor to be subject to any control as regards his consenting or refusing to consent, and an agreement by him to withhold his consent is void (sects. 36 and 37); but having once given his consent in the proper manner he cannot revoke it (sect. 44); although if he be tenant for life in possession he is not prevented from consenting to the exercise of powers of sale and exchange overriding the estate barred (*Hill* v. *Pritchard*, Kay 394), and the courts of equity are excluded from giving any effect to consents when they would be effectual in courts of law (sect. 47.)

Where an estate tail has been barred, and converted into a base fee, the latter can be enlarged into a fee-simple absolute by a disposition under the Act by the person who, if the estate tail had

not been barred, would have been actual tenant in tail of the same lands (sect. 19), but the consent of the protector is necessary if the base fee is of a reversionary nature only: (sect. 35.) The base fee will not merge by being united with the ultimate reversion, or remainder in fee, but become enlarged: (sect. 39.)

A voidable estate, created by a tenant in tail in favour of a purchaser for valuable consideration is to be confirmed by any subsequent disposition by the tenant in tail, other than a lease not requiring inrolment, whatever the object of the disposition be, and to the extent of the power of disposition by the tenant in tail, but such voidable estate is not to be confirmed against a purchaser for valuable consideration who had not express notice of the voidable estate: (sect. 38.)

The provisions of the Act are to relate to lands held by copy of court roll, but the mode of disposition is different, being by surrender where the estate of the tenant in tail is legal, and by surrender or deed where the estate is equitable only: (sect. 50.) The consent of a protector may be given by deed or to the person taking the surrender, and the memorandum of the surrender, if taken out of court, is to state the fact of the consent having been given and to be signed by the protector. The consent, whether deed or memorandum, is to be entered on the court rolls, and if the former, an endorsement has to be made by the steward or deputy steward that it was produced before the surrender, and has been entered on the court rolls. If the surrender be made in court it is to contain a statement that the consent was given: (sects. 51 & 52.) An equitable tenant in tail may bar the entail by deed as if his estate were freehold, but the deed and the deed of consent (if any) are to be entered on the court rolls, and a memorandum of such entry has to be endorsed by the steward or deputy steward, and it is provided that every deed by which lands held by copy of court roll are disposed of by an equitable tenant in tail thereof, are to be void against any person claiming such lands, or any of them, for valuable consideration under any subsequent assurance duly entered on the court rolls of the manor, of which the lands are parcel, unless the deed of disposition by the equitable tenant in tail be entered on the court rolls before the subsequent assurance has been entered: (sect. 53.) No inrolment otherwise than by entry on the court rolls of the disposition is required: (sect. 54.) The Court of Common Pleas, pursuant to the direction contained in sect. 76, have by their General Rules of Hilary Term 1834, fixed the amount of the stewards' fees as follows: "For taking a surrender or a protector's consent, 13s. 4d.; for entries on the court rolls, 6d.; for every folio of seventy-two words; and for every indorsement, 5s."

(To be continued.)

DECISIONS UNDER THE LICENSING ACTS.

A LEGAL year has now elapsed since the passing of the Licensing Act 1872. The prediction that this Act would give an unusual amount of work to lawyers has been fully verified; and the present state of licensing law has been visited with the strongest possible condemnation from the bench. "Anything more remarkable, more confusing, more puzzling," said Lord Chief Justice Cockburn, in one case, "I never met with in the whole course of my judicial experience, and the whole of these licensing statutes constitute a mass of chaotic legislation." "It is impossible," added Justice Blackburn, "to say that any point is clear in these Acts of Parliament." Out of the numerous cases that have been decided under the Act, we propose to select two for consideration, as being of greater legal, as well as greater general importance, than the rest: *R.* v. *Smith* (L Rep. 8 Q. B. 146; 28 L. T. Rep. N.S. 130, nom. *R.* v. *The Justices of Southport*), which called down from the Judges the remarks above quoted; and *Roberts* v. *Humphreys* (42 L. J. 147, M. C.). In *R.* v. *Smith* it was held (for the decision amounts to this) that the applicant for a beerhouse licence may, if refused, appeal to Quarter Sessions, whereas the applicant for a publichouse licence may not. In *Roberts* v. *Humphreys* it was held that the burden of proof, admitted to be upon the informer before the Act, is by the Act shifted from the informer to the publican, upon a charge of supplying liquor during closing hours to an alleged *bonâ fide* traveller.

In *Re Smith* the court refused a *mandamus* commanding justices to hear an application for a new licence to sell beer not to be drunk on the premises. This is one of the licences which by the Wine and Beerhouse Act 1869 (32 & 33 Vict. c. 27), s. 8, justices have no discretion to refuse except on one of four specified grounds, and the licence in question was admitted to have been in fact illegally refused. But it was urged that the applicant had a remedy by appeal, and that, therefore, the court would not interfere by *mandamus*. Thus much being conceded, the whole question turned upon the point whether the appeal, undoubtedly given by the Wine and Beerhouse Act 1869, had been taken away by the Licensing Act 1872 or not. Now the appeal given by the Act of 1869 was taken by incorporation from the old Alehouse Act of 1828 (9 Geo. 4, c. 61), s. 2, the words of the Act of 1869 (s. 8) being that "all the provisions" of the Act of 1828 as to appeals from any act of any justice, shall, as far as may be, have effect with regard to grants of certificates under this Act." The appeal clauses of the Act of 1828 were (except as to renewals and transfers) repealed by the Act of 1872, which Act, however, while repealing certain other sections of the Act of 1869, not only left sect. 8 untouched, but contained the words "There shall be repealed so much of the Wine and Beerhouse Acts as makes such Acts temporary in their duration, and the said Acts shall henceforth be perpetual." For the applicant *Reg.* v. *Stock* (8 A. & E. 405), and *Reg.* v. *Merionethshire Justices* (6 Q. B. 343), were cited as authorities that the repeal of the foundation sections of the Act of 1828 could not affect the structure reared upon them in the Act of 1869. On the other side it was contended that the whole series of licensing Acts must be considered as one statute, so that a repeal of the foundation involved a repeal of the superstructure; and, further, that to give one class of applicants an appeal which was denied to another was a practical anomaly that the Legislature could never have intended. But the court (Cockburn, C.J., Blackburn, Mellor, and Quain, JJ.) was unanimous in discharging the rule for a *mandamus*, upon the authorities cited, fortified by that of *Boden* v. *Smith* (18 L. J. 121, C. P.), in which case the foundation Act, 55 Geo. 3, c. 51 (the County Rates Act), limited the period of bringing a particular action to three months, while Pollock's Act (5 & 6 Vict. c. 97) limited the period to two years, and 8 & 9 Vict. c. 21 enacted that all the provisions of the County Rates Act "should be made and taken to apply" to the rates authorised by 8 & 9 Vict. c 21 "as if the same provisions were severally re-enacted" in it, and the court held that the limitation in the County Rates Act was incorporated in 8 & 9 Vict. c. 21 and not repealed by 5 & 6 Vict. c. 97.

It is believed that this decision, whether right in law or not, was quite contrary to the expectations of the numerous persons, whether teetotallers, brewers, or publicans, interested in its result; and it may be noticed that the contrary view was taken in the licensing text-books, one and all. The case of *Reg.* v. *Smith* being only an application to sell liquor to be drunk off the premises, the anomaly of the result is not perhaps quite so apparent as it would have been had the application been for a licence to sell for drinking on the premises; but it is plain, on reading sect. 8 of the Act of 1869 that both classes of licence stand on the same footing; and that applicants for all wine and beer licences (usually a lower class, and one which has been gradually more and more repressed by the Legislature ever since their special licences first came into existence) have a right of appeal which applicants for public house licences have not. But as was hinted at by Mr. Justice Quain in *Reg.* v. *Smith*, other and greater anomalies might be pointed out. By sects. 37 and 38 of the Licensing Act 1872, "grants of new licenses shall not be valid" unless confirmed by certain bodies of justices, varying in constitution according to the locality. It being now held that the refusal to grant may in the case of wine and beerhouse licences be appealed against, what is the position of the confirming body? Confirm they must, otherwise the grant is not valid. The result will be that where the justices below have refused, and the Quarter Sessions have allowed an appeal, there must be three hearings of the same application, a result which of itself is sufficiently absurd to show that it can never have been intended. On the other hand, suppose that the justices below have granted a licence, and that the confirming body have refused to confirm it. Does an appeal lie from the confirming body to Quarter Sessions, and if not, why not? Add to this that the Licensing Meetings are held in August and September, that the confirming body generally sits before Quarter Sessions, and is at once fewer in number and of greater licensing experience than the Court of Quarter Sessions, and the only question would seem to be whether *R.* v. *Smith* is likely to be overruled, or whether an amending Act will have to be passed.

We next come to the more generally interesting case of *Roberts* v. *Humphreys*. Before the Licensing Act 1872 a long series of decisions from *Taylor* v. *Humphries* (30 L. J. 242, M.C.; 4 L.T. Rep. N.S. 514) to *Copley* v. *Burton* (L. Rep. 5 C. P. 489; 22 L. T. Rep. N. S. 88) had clearly established that in the case of an information against a publican for selling liquor during closing hours, it was for the informer to prove affirmatively not only that the buyer of the liquor was not a traveller, but that the publican knew he was not, and intended to sell to him notwithstanding. Mr. Justice Willes, in *Copley* v. *Burton*, said: "It is impossible to fail to perceive that the principles laid down by this court in several cases have not been comprehended by the magistrates. . . . It must for the future be understood that the burden of proof lies upon the informer, and that a conviction ought not to take place, unless the magistrates are satisfied that the inkeeper, when supplying refreshment within the prohibited hours, is cognizant of the fact that the parties asking for it are not travellers." And he hinted that in future the unusual course might be taken of giving costs against magistrates were such another conviction brought up and quashed. The authority then before the Act was overwhelming in favour of the publican. The decisions (all of which proceeded from the Court of Common Pleas), certainly seem to conflict somewhat with the 14th section of Jervis's Act, which enacts that if an information "shall negative any exemption, exception, proviso, or condition in the statute on which the same shall be framed, it shall not be necessary for the prosecutor . . . to prove such negative, but the defendant may prove the affirmative thereof in his defence, if he would have advantage of the same." But this difficulty was expressly presented to and got over by the court in the cases of *Taylor* v. *Humphries* (11 L. T. Rep. N. S. 370), and *Davies* v. *Scrace* (L. Rep. 4 C. P. 172; 19 L. T. Rep. N. S. 788), in which latter case Mr. Justice Keating pointed out that a decision throwing the burden of proof upon the innkeeper would cast upon him "an intolerable burden, for he would then be precluded from supplying refreshments to any person whom he did not actually know." Indeed it is settled law that an innkeeper is liable, not only to action, but indictment, if he refuse to receive a traveller: (Hawkins ch. 78; *R.* v. *Ivens*, 7 C. & P. 213; *Davies* v. *Scrace*.) And to prevent an innkeeper from selling to persons whom he did not actually know would almost amount to preventing him from selling to travellers altogether, travellers being just the persons whom the innkeeper would not be likely to know.

However, the questions in the recent case of *Roberts* v *Humphreys* were two; (1) Does the Licensing Act 1872 shift the burden of proof from the informer to the publican? and (2), If the burden of proof be shifted, is honest belief on the part of the publican any ground of defence, or must he be convicted even without the *mens rea*? Under the old Acts the offence of selling during closing hours was one against the tenor of the licence, which provided that the holder should not sell during those hours, except to travellers. Under the present Act (sect. 24) it is enacted that "all premises shall be closed" during the closing hours, and that "any person who sells . . . or opens or keeps open any premises for the sale" of liquor during those hours shall be liable to a penalty. In the same section are the words: "None of the provisions contained in this section shall preclude a person licensed . . . from selling to *bonâ fide* travellers or to persons lodging in his house." And by sect. 51 the words of Jervis's Act are incorporated, with a considerable addition, which proved fatal to the appellant. The words of sect. 51 are, "any exception, exemption, proviso, excuse, or qualification, whether it does or does not accompany the description of the offence in this Act, may be proved by the defendant, but need not be specified or negatived in the information, and if so specified or negatived, no proof in relation to the matters so specified or negatived shall be required on the part of the informant or complainant." All the old cases were cited for the appellant, but the court (Blackburn, Quain, and Archibald, JJ.) was unanimous in holding that the burden of proof is shifted by the new Act. "The alteration," said Blackburn, J., "seems to have been suggested by the previous decisions." The statute, he observed, describes the offence, and states "three defences or exceptions to the general rule, which defences are to be looked upon as pleas to a count in trespass." It is hard to see, however, how the new Act

alters the law except in respect of the point of pleading, that whereas under the old law, exceptions had to be negatived in the information, but were not required to be negatived in the proof, under the new law they need not be negatived in either. The question then would seem to have been whether the words of sect. 24 of the new Act made that an exception, which in the cases under the old Acts had been held not to be one, and considering the highly penal nature of the statute, the reason and authority of the old cases, the probability that sect. 24 of the new Act was arranged as it is for convenience in drafting, and that sect. 51 was intended merely to effect an alteration in pleading, and last, though not least, the general reluctance of the courts in construing statutes, to admit important alterations in the law by a sidewind, the correctness of the decision of the Court of Queen's Bench on the point would appear open to much question.

On the further point in the case, whether an honest belief would excuse the publican, Blackburn and Archibald, JJ., slightly inclined to the belief that it would not, and Quain, J., to the belief that it would. The justices had found that the appellant was negligent, but had not found whether he had an honest belief or not. The case was accordingly remitted to the justices in order that they might find as a fact whether or not the appellant acted innocently, in order to be re-argued in the event of this point being found by the justices in his favour. If the court should ultimately hold, as the majority has already inclined to hold, that this is one of the cases in which the ordinary rule "*Actus non facit reum, nisi mens sit rea*" does not apply, the result will be that the publican will find himself between two fires. If he admit the apparent *bona fide*, he admits him at the risk of at least one pound penalty, for the Act (sect. 67) allows no mitigation below that amount, and at the further risk of a conviction which, twice repeated, may cost him his licence. If he refuse admittance, he runs the risk not only of loss of custom, but of action and indictment. It is a question of fact, too, for each bench of magistrates to decide whether a particular person be a traveller or not (*Atkinson* v. *Sellers*, 5 C. B., N. S., 442; 28 L. J. 12, M. C.); and, however discriminating your publican may be, how can he hope to hit the particular view of the magistrates of his own locality? It is believed that both magistrates and police have as yet worked the closing hours clauses with great moderation. But if the case of *Roberts* v. *Humphreys* should ultimately be decided against the appellant, it cannot be said that they have been encouraged by the Judges to continue it. As far as the public are concerned, the probable result of such a decision would be to render the saving in favour of travellers practically almost useless.

LAW LIBRARY.

The Pursuit of Truth. A discourse delivered before the Sunday Lecture Society. By A. Elley Finch, Esq.

Only a portion of this very interesting discourse is devoted to purely legal investigation, but Mr. Finch's aim is to show that the truth in theology, science, and law must be pursued upon the same principles. The species of speculation which endeavours to connect law with morality, making the one react upon the other, leading to the conclusion that "the moral and physical laws are allied by a closer analogy than is usually suspected," is very tempting, and elegant theories are very easily evolved under the teaching of the ancient philosophers. Mr. Finch, however, is not merely a speculator or a theorist; he states boldly that the "real legal reformer" aims at harmonising the rules of positive law with the principles of moral rectitude, rather than at facilitating the course of legal procedure. This sounds extremely well, and the ideal law reformer doubtless cherishes this great project; but the reformers with whom we are practically acquainted have certainly placed first in their consideration the facilitating of legal procedure. The establishment of County Courts by Lord Brougham was a greater measure of a practical kind than any which we can think of dealing with the harmonisation of the rules of positive law with the principles of moral rectitude. Again, Lord Selborne's Judicature Act is almost entirely a measure of proceedure. But Mr. Finch's argument cannot be taken bit by bit and criticised: it hangs together, and must be considered as a whole. This is shown by the passage following that which we have quoted, in which he proceeds to say that by getting rid of superstitions we must necessarily elevate the moral standard, and thus make men more "a law unto themselves," and better adapted to obey beneficient positive laws designed for their guidance: whereupon Mr. Finch foresees that the lawyer's occupation would be gone. The education of the people by "habitual observance and experience of legal sanctions" is another phrase which captivates; but we think Mr. Finch goes too far when he says they are made moral or immoral by Act of Parliament. The more highly the people are educated the less they seem inclined to accept legal sanctions, and Acts of Parliament are criticised too sharply where their operation is inconvenient, to allow us to think that they make citizens moral or immoral.

We thoroughly agree with writers, ancient and modern, from Plato to Dr. Taylor, who affirm that crime is the result of a diseased condition of the mind. The moral nature is represented by the mind, and if it is possible by education to improve the moral nature, crime would undoubtedly diminish. Here, if we were to follow out the subject, we should require to examine carefully Mr. Finch's views on religion and science, which would be foreign to the objects of legal journalism. We have already noticed in our leading columns our author's ideas on the subject of the interrogation of nature as applied to the pursuit of truth, and a contributor has shown how easily the views of Mr. Finch may be met, and almost neutralised, by arguments which, equally with his own, are at present mere matter of individual opinion. We have only, in concluding this notice, to thank the author of the lecture for much entertaining and edifying material. His notes are rich with the produce of wide reading. Whatever we may do in the way of making our laws a means of education, there can be no doubt that the administration of the law must derive great advantage from numbering among its professors cultivated thinkers such as Mr. Finch. To attain intellectual eminence, whilst engaged in work much of which is of necessity unintellectual, and at times almost mechanical, is a more common accomplishment now than in earlier times, and we are glad that the law has its brilliant members in the department of literature devoted to science and philosophy.

The Supreme Court of Judicature Act of 1873. By Thomas Preston. London: William Amer.

Mr. Preston is no doubt quite right when he says that during the next twelvemonths everyone in any way connected with the legal profession will be studying the Judicature Act, and he has produced an edition of it which will prove convenient to the student. But its value must be very fleeting. In twenty-five distinct and separate instances rules of procedure *to be framed* by the Judges are referred to in the body of the statute, and whilst a knowledge of the statute itself is primarily needful, the work which will form the basis of the "practice" of the future will be that which skilfully incorporates the new rules with the Act. In the mean time, however, we recognise Mr. Preston's enterprise, and he gives us an excellent index. For half a crown, therefore, the practitioner may obtain a work containing an introductory epitome, and the Act itself, with every other page blank for notes, so that when the rules come out they may be added.

The Lawyer's Companion and Diary, 28th annual issue. By J. Thompson, Esq., of the Inner Temple, Barrister-at-Law. London: Stevens and Sons, Chancery-lane. This work has become, if possible, more than ever indispensable in a solicitor's office.

SOLICITORS' JOURNAL.

Amongst the emoluments yet enjoyed by solicitors may be mentioned the office of Clerk to Local Boards, which is usually filled by members of our branch of the Profession, but a case has lately come to our knowledge which occasions us some anxiety upon the subject. "Wanted a Clerk to the Local Board of," &c., recently appeared in our advertising columns; salary £60 a year. "The clerk must be a certificated solicitor," said the advertisement in question, and the following are a few of the duties of the office:—Attend all meetings, keep minutes, conduct correspondence, make copies, prepare, &c., all deeds, contracts, agreements, or other instruments, summon all meetings, communicate all orders, &c., to all officers of the board, advise the board on all matters, prepare and keep all rate-books and estimates for rates, also composition for rates agreed upon between the board and owners of property in the district, prepare all notices to be given by the board, keep, check, and examine all accounts, books of accounts, and report thereon, prepare all orders on the Treasurer, and countersign the same, ascertain before each meeting the balance due to or from the Board in account with the treasurer, and keep accurate accounts of all penalties, proceeds of sales, &c., and all other sums applicable to district fund account, or otherwise payable to the Board; examine and check the accounts of the collector every month, to see that all moneys received are duly accounted for; obtain from surveyor and inspector of nuisances a monthly statement, and examine same, preserve all receipts and vouchers for production to auditors; keep a minute book and journal, and insert marginal notes for reference to folios of ledger; keep such books of accounts and in such form as the Board shall direct; prepare annually a summary of receipts and expenditure, to be submitted to auditor; prepare and transmit all reports and Parliamentary returns; conduct proceedings before justices; find his own office and clerks. We make no comment, but only repeat—"Salary £60 a year."

Under the heading "Law Societies," in our present issue, will be found a reprint of a circular headed "Legal Practitioners' Society," which has been largely circulated amongst the Profession both in town and country. That some of the work which it is contemplated should be done by this society ought to be undertaken by existing bodies we do not dispute, but that it is not undertaken by them is equally certain. We

wish those who would establish the "Legal Practitioners' Society," as a useful institution, every success, and we shall do all we can to further the objects in view, and as to which we shall have more to say after the meeting on Thursday next.

We have received from country solicitors during the past week, several copies of the scale of charges issued by so-called law agents and accountants, and which we reproduced *in extenso* in our last issue. We have also received numerous newspaper cuttings containing advertisements such as that circulated by Campbell and Co., headed "Who is your Lawyer?" which we have often before exposed in these columns. We commend these matters to the consideration of the Legal Practitioners' Society.

The following law lectures and classes are appointed for the ensuing week in the hall of the Incorporated Law Society: Monday, 17th, class, Common Law, 4.30 to 6 o'clock; Tuesday, 18th, class, Common Law, 4.30 to 6 o'clock; Wednesday, 19th, class, Common Law, 4.30 to 6 o'clock; Friday, 21st, lecture, Conveyancing, 6 to 7 o'clock. To prevent interruption at the lectures, subscribers cannot be admitted to the hall after the lecture has commenced.

While in England solicitors seem quite undisturbed at the appointment of barristers to the office of solicitor to many public departments of the State, in Ireland it is quite otherwise, and it is not long since that Mr. Charles E. Lewis, M P., when urging solicitors to action in this and kindred matters, directed attention to the spontaneous and determined resistance opposed by solicitors in Dublin to anything like encroachments on their privileges by the Bar. It is satisfactory to know that the Crown solicitor in Ireland is actually a solicitor.

A correspondent inquires "whether an under sheriff can properly be also agent for one of the candidates at a Parliamentary election for the city for which he is under-sheriff, receiving the usual retainer from such candidate." Although we do not know of any statutory provision which says in so many words that an under-sheriff is disqualified from filling at the same time, and in the same place, the post of political agent, yet the two offices are hardly compatible, and it would be a matter for strong observation in case of an election petition where such under-sheriff (usually a solicitor) undertook the reception and scrutiny of votes.

We are sorry to notice that in a case before Mr. Partridge, at Southwark, an objection raised by a defendant to the case being conducted for the complainant by a person not a solicitor was overruled, the magistrate stating that the rule of the court was to admit articled clerks. On the other hand, we are glad to notice that at the Brighton County Court, in a case of *Wright* v. *Chantrell*, a Mr. Hawkins, who appeared for the defendant, having, in answer to a question by the judge, stated that his occupation was that of an accountant and auctioneer, was told that he could only be heard as a witness, and had no right to take the place of a professional man.

A correspondent sends us the following: The conveyancing charges advised by the Incorporated Law Society, may probably be adequate remuneration to the great offices who would not look at a conveyance or a mortgage for less than £100, except as an accommodation to a good client. But in districts where such small transactions are numerous, and fall to the lot of small practitioners, it will not answer. Either a higher fee will be insisted on, or if the solicitor be one of the cheap and needy class, he will accept the terms and scamp the work. It is certain that the remuneration will be inadequate, and the scheme would be much more likely to work if the scale began at £200. It would be for the true interest of the laity, as well as the Profession, to make that change.

NOTES OF NEW DECISIONS.

Administration with Will annexed — Substituted Trustees.—Where a court of equity had made an order under the Trustee Act 1850 substituting new trustees for those named in the will, the Court of Probate granted administration with the will annexed to the substituted trustees without requiring the execution of a deed of conveyance to them by the old trustees: (*In the goods of C. Woodfall*, 29 L. T. Rep. N. S. 248. Prob.)

Lunacy—Protection of Lunatic's Estate —Application for Leave to attend Proceedings.—A stranger in blood to a lunatic, who is interested under a will made by the lunatic before the commencement of the lunacy, will not be allowed to attend the proceedings in the lunacy: (*Re Scarlett*, 29 L. T. Rep. N. S. 232. Chan.)

Practice — Rehearing — Companies Act 1862 (s. 124.)—The 124th section of the Companies Act 1862, which restricts the time within which notice of rehearings or appeals must be given, refers to rehearings by way of appeal, and not to rehearings by the Court of Appeal of orders made by itself: (*Re The Blakely Ordnance Company (Limited)* (*Brett's case*, 29 L. T. Rep. N. S. 255. Chan.)

Administration—General Grant to Receiver appointed by the Court of Chancery.—A. died intestate, and it was alleged that his widow, without taking out letters of administration, had got in part of his estate. The creditors filed a bill in Chancery for the administration of his estate, and a receiver was appointed. The receiver applied to this court for a grant of administration, and cited the widow and next of kin. On their non-appearance the court made a general grant to the receiver: (*In the Goods of Mayer*, 29 L. T. Rep. N. S. 247. Prob.)

Winding-up—Contributory—Past Member—Payment of Old Debts—Release.—B., who was on the B list of a company in liquidation, caused to be bought up and released to the company all the debts which were due by the company when he ceased to be a shareholder, and which remained due at the commencement of the winding-up: Held, that although the money which was raisable from the A list contributories was insufficient to pay all the debts of the company, no call could be made upon B for the payment of debts, and of the costs of the winding-up. The assets of a limited company in liquidation (including the proceds of calls made in the winding-up), are divisible *pro rata* among all the creditors of the company, at whatever time their debts may have been contracted, and accordingly the liability of past members in respect of debts contracted before they ceased to be members is reduced by the amount paid upon the old debts out of such assets: (*Morris's case*, 29 L. T. Rep. N. S. 256. L.C. & L.JJ.)

Negligence—Master and Servant—Acting within the scope of his Employment.—The defendant was employed to remove some iron rails from the place where they were stacked to a vessel in the Liverpool Docks. It was the duty of the consignor to bring the rails to a particular spot, from which the defendant was to ship them. The defendant's men having removed all the rails delivered, his foreman got upon a waggon which was waiting to deliver more rails, and in unloading it, threw one upon the plaintiff. In an action against the defendant to recover damages for the injury received through the negligence of the defendant's servant, the judge nonsuited the plaintiff. Held (per Grove and Denman, *dissentiente* Brett, J.), that the defendant's foreman was acting within the scope of his employment, and that there was therefore evidence to go to the jury. Per Brett, J.—That the act of the foreman was an act done at a period antecedent to that in which his duty in relation to the moving of the rails commenced, and that, therefore, there was no evidence on which a jury could find for the plaintiff: (*Burns* v. *Poulson*, 29 L. T. Rep. N. S. 329. C. P.)

Garnishee — Interpleader — Judgment creditor.—1 & 2 Will. 4, c. 58, s. 7, provides that all rules, orders, &c., made in pursuance of that Act may be entered of record; and every such rule or order so entered is to have the force and effect of a judgment. This enactment does not make a person who has obtained an order for the costs of an interpleader issue, and has entered it of record, a judgment creditor within the meaning of the garnishee clauses of the Common Law Procedure Act 1854 (17 & 18 Vict. c. 125), ss. 60, 61: (*Best* v. *Pembroke* 29 L. T. Rep. N. S. 327. Q. B.)

Suit for Nullity of Marriage—Impotence—Delay—Burden of Proof.—In a suit by wife for declaration of nullity of marriage on the ground of impotence of the husband, the medical evidence was inconclusive, and the evidence of the parties conflicting. The marriage was in 1863, and the parties separated in 1870. The petition was filed in 1871. Held (affirming the judgment of the Divorce Court) that the petition should be dismissed. A considerable delay in instituting proceedings in such cases is not a bar where the evidence in support of the petition is conclusive; but such delay is very material where the chief evidence consists of conflicting statements by the parties. The burthen of proof is on the party seeking the remedy, and in these cases especially should be strictly insisted on: (*Mansfield* v. *Cuno*, 29 L. T. Rep. N. S. 316. H. of L.)

Gift of Money—Acceptance as a Loan—Promissory Note—Consideration.—The plaintiff requiring some money to pay his election expenses, applied through a friend to W., his wife's uncle, for a loan of £1000. W. declined to lend £1000, but said that he would advance £500 as a gift, and deduct it from a legacy which he intended to leave to the plaintiff's wife and children. He accordingly drew a cheque for £500 in favour of the plaintiff, who, in acknowledging the receipt of the cheque, wrote that he would gladly repay it at an early opportunity. W. subsequently changed his will and reduced by £500 the legacy which he had given to the plaintiff's wife and children. Three months afterwards the plaintiff had a conversation with W., who, on the plaintiff expressing regret that W. should suffer loss by having given him the money in his lifetime, said that the plaintiff could allow him one per cent., being the rate of interest which his banker would have allowed him. Thereupon the plaintiff voluntarily, and without being asked to do so, signed and gave W. a promissory note for £500 and interest at one per cent., it being, according to the plaintiff's statement, clearly understood between them that the promissory note should not be enforced as to the principal, but should merely serve as a security for the interest during W.'s lifetime. On W.'s death his executors brought an action on the promissory note, and the plaintiff filed this bill to restrain the action. Held (reversing the decision of Malins, V.C.), that, although there would have been no consideration for the promissory note, if there was clear evidence that the £500 had been in the first instance given and received as a pure gift, yet that as the fact showed that the plaintiff had not assented to receive it as a gift, it amounted to a loan, and was a good consideration for the promissory note, and that the action ought not to be restrained. Held, also, that parol evidence was inadmissible to show that there was an agreement between the plaintiff and W. that the promissory note should not be enforced: (*Hill* v. *Wilson*, 29 L. T. Rep. N. S. 238. Ch.)

ROLLS COURT.

Tuesday, Nov. 4.

Fothergill v. Rowland.

Demurrer—Suit for injunction—Breach of contract.

This was a bill filed for the purpose of obtaining an injunction to restrain the defendants from selling to any persons other than the plaintiffs the coals obtained from a particular seam in a colliery belonging to the defendant, Rowland. It appeared from the statements in the bill that in December 1871, the defendant Rowland entered into an agreement in writing with the plaintiffs by which, in consideration of certain acts to be performed by the plaintiffs, he contracted to sell and deliver to them the whole of the get during three years of the No. 3 seam in his colliery at the price of 6s. per ton. The plaintiffs performed their part of the contract, but in August last the defendant Rowland contracted to sell the colliery to the other defendants, he having for some time previous ceased to supply the plaintiffs with coal. The bill prayed for an injunction restraining the defendants from supplying other persons with the coals. The defendants demurred to the bill.

Roxburgh, Q.C., and *Gazdar* for the defendant Rowland.

Sir *R. Baggallay*, Q.C., *Fischer*, Q.C., *Freeling* and *Crossley* for the other defendants,

Fry Q.C., and *A. G. Marten* in support of the bill.

Sir G. Jessel was of opinion that the court could not give any relief to the plaintiffs. The contract was a contract for the sale and delivery of coal, a severed chattel having no relation to real estate, the remedy for breach of which contract was by action at law, there being nothing to distinguish the case from that of any ordinary contract for the sale and delivery of goods. He knew of no case in which, there being a contract to deliver particular goods at a particular price, an injunction had been granted where specific performance could not have been decreed. He, therefore, must allow the demurrers.

Solicitors: *Sharp* and *Ullithorne*.

Thursday, Nov. 6.

Marler v. Tommas.

Power of appointment of stock—Transfer executed by donee of power—Valid appointment.

By a postnuptial settlement dated the 8th Sept. 1865, certain shares standing in the name of a

trustee for Mrs. Field for her separate use were assigned to Luke Marler, who was to stand possessed of the same upon trust for Mrs. Field for life, for her separate use, and on her death for the children of the marriage, and if there should be no children of the marriage, then upon trust for such person or persons as Mrs. Field should by deed or will appoint; and in default of appointment, for her next of kin. There were no children of the marriage. Mr. Field died on the 15th June 1865, and after his death the trustee in whose name the shares were standing, by the direction of Mrs. Field, transferred the shares into her name by a deed of transfer, which was executed by Mrs. Field and duly registered. Mrs. Field died in Jan. 1872, without having made any other appointment of the shares, and intestate. The plaintiff, who was the next of kin of Mrs. Field, claimed to be entitled to the shares, and one of the questions in the suit was whether the execution of the deed of transfer by Mrs. Field operated as an appointment to herself of the shares.

Sir *R. Baggallay*, Q.C. and *Hadley* for the plaintiff.

Southgate, Q.C., *Alfred Smith*, *Fry*, Q.C., and *W. P. Beale* for the defendants.

Sir G. JESSEL held, that the execution of the deed of transfer operated as an appointment by Mrs. Field to herself.

Solicitors: *Robinson* and *Preston*; *Matthews* and *Matthews*.

Monday, Nov. 10.

LINE *v.* HALL.

Power of appointment—Appointment to object of the power for life, with remainder to his son, not an object of the power, in tail—Doctrine of cy près applicable.

GEORGE KILWORTH, by his will, dated the 1st of Jan., 1805, gave and devised an estate at Napton-on-Hill, in the county of Warwick, unto his daughter Elizabeth, the wife of Esmy Edward Hall, for life, and after her decease to the said Esmy Edward Hall for his life, and on his decease he gave and devised the same to all or such one or more of the children or grandchildren of his said daughter Elizabeth who should be living at the time of her decease, in such shares and proportions as the survivor of them, the said Esmy Edward Hall and his daughter Elizabeth should by deed or will appoint, and in default of appointment to all and every the children of his daughter Elizabeth in equal shares. Elizabeth Hall died in the year 1820, leaving the said Esmy Edward Hall her surviving, a son Giles Kilworth Hall, and three other children, but no grandchildren. Esmy Edward Hall made his will, dated the 18th March 1844, and thereby devised the said estate unto his son, the said Giles Kilworth Hall, for life, with remainder to the first and other sons of the said Giles Kilworth Hall, severally and successively, according to their respective seniorities in tail male. The question in the suit was whether, as the children of Giles Kilworth Hall were not objects of the power, the doctrine of *cy près* was applicable, so as to give to Giles Kilworth Hall an estate tail.

Fry, Q.C. and *Batten* for the plaintiff.

Roxburgh, Q.C., and *Doughty*, *Speed*, *Field*, and *William Barber* for the defendants.

Sir G. JESSEL said this was the very case where the doctrine of *cy près* should apply; the donee of the power had given to a child of an object of the power an estate tail, which the law would not allow. His Honour held that Giles Kilworth Hall took an estate tail.

Solicitors: *Peacock* and *Goddard*; *Taylor*, *Hoare* and *Taylor*; *Rickards* and *Walker*.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

BULL (Henry W.), formerly of 12, Wilton-crescent, afterwards of 25, Ely-place, and late of 24, James-street, Buckingham-gate, Middlesex, gentleman. Dec. 6; J. C. Deverell, of the firm of Walters, Young, and Co., solicitors, 9, New-square, Lincoln's-inn, Middlesex. Dec. 26; M. R., at twelve o'clock.

CARR (Ralph), 1, Savage-gardens, London, and Walthamstow, Essex, cork merchant. Dec. 6; B. F. Trench, solicitor, 51, Crutchedfriars, London. Dec. 15; V.C.M., at twelve o'clock.

DEACON (Grosvenor), 155, Stanhope-street, Mornington-crescent, Middlesex, gentleman. Dec. 1; E. Pope, solicitor, 13, Gray's Inn-square, Middlesex. Dec. 15; V.C. B., at twelve o'clock.

GOMM (Mary), formerly of Goodwyns, East Cosham, Southampton, late of Granville House, Nelson-street, Ryde, Isle of Wight, widow. Dec. 8; F. Jackson, solicitor, 55, Chancery-lane, Middlesex.

HORN (John) Middleton-in-Teesdale, Durham, tailor and draper. Dec. 5; William Robinson, solicitor, Darlington. Dec. 12, M.R., at eleven o'clock.

RUSSELL (John) Terhill House, Cheltenham, Esq. Dec. 8; C. J. Collins Prichard, solicitor, Bristol. Dec. 20, M. R., at twelve o'clock.

STACKHOUSE (Thos.), Tattlands, Stainforth, Giggleswick, York, gentleman. Dec. 20; Wm. Hartley, solicitor, Settle, York. Jan. 13; V.C. M., at twelve o'clock.

WESTBURY (Right Hon. Richard Baron), Westbury, Wilts, late of 75, Lancaster Gate, Hyde Park, Middlesex. Jan. 7; Harrison and Co., solicitors, 19, Bedford Row, London. Jan. 21; M. R., at eleven o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

BAKER (Caroline), 2, Derwent-place, Birchfield-road, Aston, Warwick, spinster. Dec. 30; J. S. Canning, solicitor, 44, Waterloo-street, Birmingham.

BRISTOWE (Stephen), 21, Silver-street, Golden-square, Middlesex, cheesemonger. Dec. 20; C. R. and H. Cuff, solicitors, 82, St. Martin's-lane, Charing-cross, Middlesex.

BURROWES (Isabella M.), 2, Eccleston-square, Middlesex, and of Calverden Lodge, Tunbridge Wells, Kent, widow. Dec. 31; Walker and Martineau, solicitors, 13, King's-road, Gray's Inn, Middlesex.

DREVER (John), Tudor Villa, Winson-green, near Birmingham, Esq., a retired surgeon in H.M.'s Madras army. Dec. 30; E. W. Crosse, solicitor, 4, Bell-yard, Doctors' Commons, London.

FELTON (Sarah), formerly of High-park House, Albert-road, Aston-park, near Birmingham, late of 2, Derwent-place, Birchfield-road, Aston, widow. Dec. 30; Jno. S. Canning, solicitor, 44, Waterloo-street, Birmingham.

FOX (Thos.), sen., Thurlton, Norfolk, shopkeeper. Dec. 6; J. Copeman and Son, solicitors, Loddon, Norfolk.

FREER (John B.), Stratford-upon-Avon, Warwick, Esq. Dec. 13; H. O. and T. Hunt, solicitors, Stratford-upon-Avon.

GIBBS (Jos.), Ley's Farm, Lissington, Derby, farmer. Jan. 10; John Bamford, solicitor, Ashborne, Derbyshire.

HALE (Wm.), Ropley, Southampton, yeoman. Dec. 24; Blackmore and Sons, solicitors, Alresford, Hants.

HASLAM (Robert), Bolton, builder. Dec. 15; J. Gerrard, solicitor, 21, Acres-field, Bolton.

HOKER (Samuel), Waterhouses, near Ashton-under-Lyne, yeoman. Dec. 18; Rushton, Armitstead, and Co., solicitors, Mealhouse-lane, Bolton-le-Moors.

HOWE (James), Swindon, builder. Jan. 1; Kinneir and Tombs, solicitors, Swindon, Wilts.

HUTCHINSON (James), Bishop Auckland, Durham, grocer and parish clerk. Jan. 10; Bowser and Ward, solicitors, Bishop Auckland.

JONES (Hugh), Rumworth, Lancaster, brickmaker. Dec. 15; Armitstead and Co., solicitors, 1, Mealhouse-lane, Bolton-le-Moors.

KEENE (James), Godney, Meare, Somerset, cattle dealer. Nov. 30; S. Hobbs, jun., solicitor, Wells, Somerset.

LEWIS (Lieut.-Col. John), 27, Dorchester-place, Marylebone, Middlesex. Law and Co., solicitors, 10, New-square, Lincoln's-inn, Middlesex.

NEWBERRY (Elizabeth), Poole Cottage, Bandwick, Gloucester, spinster. Jan. 1; W. J. Fraser, solicitor, 78, Dean-street, Soho, Middlesex.

ORAM (Jas.), late of Tottenham-road, Kingsland, Middlesex, gentleman, formerly a watchmaker. Jan. 1; H. Cowlard, solicitor, 14, Lincoln's-inn-fields, Middlesex.

PARSONS (Jos.) Gloucester, innkeeper. Dec. 31; J. Wm. S. Dix, solicitor, Exchange-buildings, Bristol.

PONIATOWSKI (Joseph M. X. François Jean, Prince), 28, Ebury-street, Pimlico, Middlesex, formerly a senator of the French Empire. Dec. 1; Lawrie, Keen, and Rogers, solicitors, 24, Knight Rider-street, Doctors'-commons, London.

SMITH (Rev. Edward), formerly of Ashley, Cambridge, late of 11, Queen's Parade, Bath. Jan. 1; H. Cowlard, solicitor, 14, Lincoln's-inn-fields, Middlesex.

SWYER (John), Cottage Farm, Lytchett Minster, Dorset, farmer. Dec. 31; H. W. Dickinson, solicitor, Fish-street, Poole, Dorset.

REPORTS OF SALES.

Thursday, Nov. 6.

By Messrs. NEWBON and HARDING, at the Mart.

Soho.—Nos. 12 and 13, Macclesfield-street, freehold—sold for £1080.

Bloomsbury.—No. 15, Gloucester-street, freehold—sold for £760.

Brunswick-mews.—Improved ground rents of £69 16s., term 21 years—sold for £610.

Islington. — Nos. 31, 55, and 57, Canonbury-park North, term 35 years—sold for £1660.

Friday, Nov. 7.

By Messrs. VENTOM, BULL, and COOPER, at the Mart.

Life interest of a gentleman, aged 50 years, in £342 Three per Cents, and of one-sixth part of £1500 Consols; also a policy for £700—sold for £510.

Tuesday, Nov. 11.

By Messrs. DEBENHAM, TEWSON, and FARMER, at the Mart.

Yorkshire, Melbourne. — Rentcharge of £80 per annum, secured upon a freehold estate of 248 acres—sold for £1975.

Sussex, near West Grinstead.—The Woldringfold Estate, comprising mansion and 271a. 3r. 2p., freehold—sold for £12,700.

Wednesday, Nov. 12.

By Messrs. RUSHWORTH, ABBOTT, and Co., at the Mart.

Regent's-park.—No. 24, Sussex-place, with stabling, term 48 years—sold for £2600.

MAGISTRATES' LAW.

NOTES OF NEW DECISONS.

HIGHWAY—NONUSER—LOCAL ACT.—A strip of land which has been declared by Act of Parliament to be a public highway will not of necessity become so until all the provisions of the Act for making and creating it have been strictly complied with. Where commissioners, by their award under a local Act, set out a public highway, but no road was ever made in pursuance of the award, and the proposed road always remained impassable to the public: Held, that the mere allotment of a piece of land by the commissioners was not sufficient to make it a public highway, and that all the regulations of the Act of Parliament must be complied with before it became such a highway as was in the contemplation of the Legislature, and before the parish could be called upon to repair it: (*Cubitt* v. *Maxse*, 29 L. T. Rep. N. S. 244. C. P.)

THE PRODUCTION OF PRISONERS AT CORONERS' INQUESTS.

COMMENTING on the case of *Re Reardon*, the *Irish Law Times and Solicitors' Journal* says:—Writing upon the office of coroner (7 Ir. L. T. 483), before the decision now reported was pronounced, we, as lawyers, should decline to dilate upon matters so assured as that it is the proper function of the coroner's inquisition to ascertain how and by what means the deceased came by his or her death; and that the police magistrates have no jurisdiction whatever to direct or authorise the production at an inquest of a prisoner committed to custody, under remand upon a criminal charge. And we are, therefore, not surprised to find that, in these respects, the decision of *Re Reardon* is confirmatory of our views. It was admitted as a matter of course that the magistrate did not possess this jurisdiction, however convenient was the practice which, so long as it was uncontroverted, assumed the existence of a power in aid of an ancient tribunal, and in furtherance of the ends of municipal and of natural justice. By what procedure the reversal of this practice was decreed, need not now be said. By what illusory and needlessly aggressive arguments the inspiration of the Crown was propagated need not be recalled from the oblivion which may happily overtake the echoes of a police-office. But, if ever it should happen to be said that coroners' findings should not be regarded because coroners' juries have acquitted prisoners who were afterwards tried and convicted, it will be remembered that human imperfection prevails beyond the precincts of the coroner's court; that, but lately, a judge of our Court of Bankruptcy has had occasion publicly to denounce that meddlesome officialism which would arrogate to itself the conduct of prosecutions that have failed, to say the least of it; and perhaps attention may be directed to certain other inquisitions of office, instituted by governmental departments, encroaching less constitutionally on the functions of the ordinary criminal administration of the land. Fortunately, in *Reardon's* case the effort failed to secure his committal by the magistrate before the coroner's inquisition, and equally failed the effort to prevent his being present at the inquest. But we are bound to say that, when the matter came to be discussed before the Court of Queen's Bench, the attitude then adopted on behalf of the Crown was irreproachable. It was extremely expedient that the question involved should be presented for judicial consideration; the Crown did not oppose *ex-officio*, but, bowing to the discretion of the court, submitted that, lest justice might possibly be frustrated, special circumstances should be shown in order to warrant the granting of the writ; at the same time intimating that, in a proper case, the Crown would apply for the writ and save the prisoner the expense of doing so. This line of interposition was conceived in a most proper spirit, and was quite what was to be expected under the skilful and sensible auspices of the learned law adviser. And we are sure that, acting in the same spirit, and acquiescing in the high authority of the decision in *Re Reardon* (a case which every coroner should peruse and perpend), the Crown will, in future, move for a writ of *habeas corpus* to have any prisoner in attendance at a coroner's inquest, and so that he may there be examined as a witness, wherever it happens that the prisoner and the coroner so desire, and that, in the opinion of the coroner and of the Crown, the presence of the prisoner would not tend to frustrate the ends of justice.

But there remains another question of much moment. Is the police regulation to continue, under which prisoners are to be brought, in the first instance, before the inferior court of the magistrate, instead of before the coroner's court which, as Fitzgerald, J., in all reason declared should have the prior conduct of the preliminary inquiry? One would suppose that the very contention, that it is the office of an inquest to ascertain merely the cause of the death in question, would suggest that that inquiry should be answered before assuming that it was caused by homicide and accusing a suspected person. But, as the coroner's function is of a nature more extensive, the propriety of bringing the suspected person before him, in the first instance, rests upon other reasons. The bringing of the suspected person face to face with the victim may lead, from demeanour, to important suggestions of guilt or innocence. And, if the person suspected can adduce substantial and satisfactory proof of innocence, or that it appear that the death was occasioned by natural or accidental causes, it is surely well that the cost of an expensive prosecution should be saved by his immediate discharge, and that the imprisonment, harrassment, and tardiness of trial and redress which he might otherwise have to endure, should be avoided; instead of having the accused person committed for trial by the magistrates, as in duty bound, upon a mere *prima facie* case against him, and made the victim of a subsebuent abortive prosecution. And it is of some further consequence that persons whom the law presumes to be innocent should not have increased difficulties cast upon them in the way of disproving their guilt, and that the expense, the delay, and the complications, should be avoided, which are occasioned by having to apply for the writ of *habeas corpus*. The writ is a novelty in these cases, and it is difficult to forsee all its possible consequences. But we can well conceive that expense, delay, and

complications, may indeed arise from the provision that, when the inquest has concluded (eventuating, it may be, in acquittal), the prisoner is unconditionally to be remitted back to custody and so detained. When traditional usage is ousted and overriden by sudden reformations, without recourse to the Legislature, and some system has to be substituted forthwith as a temporary expedient, it is hardly possible to consider and provide for every contingency, and a judicial imbroglio becomes only too possible. Certainly, the conflict of concurrent jurisdictions which has been brought about is attended with extreme inconvenience, and may not improbably lead to a failure of justice, if not to positive injustice to individuals; while, it is anything but seemly and conducive to the due administration of justice that a public scandal should be created by the deliberate disregard of the coroner's authority, and the undisguised attempt to set above it that of an inferior court, and to subject it to the surveillance and half-contemptuous toleration of a police *regime*. What can be more grievously detrimental to the interests of justice, than the reiterated verdicts of jury after jury, denouncing this system and its unhappy results in case after case? What more lamentable, than to find a judicial personage—whose high office and functions are denoted by the fact that the Lord Chief Justice himself is our supreme coroner—flouted by a sub-constable, acting on his veritable or supposed instructions from the Castle, who refuses, as in the *Marron* case at Belfast, to receive the corroner's warrant to bring up the suspected person, until he obtains his superior officer's permission, and, that having been graciously accorded, perfunctorily deposits the warrant in his pocket, and[takes] it upon himself to pronounce a dead letter; while the jury append to their verdict a statement "that, owing to what they considered important evidence being deliberately kept back by the Crown authorities, they refuse to find such a verdict as otherwise might be warranted in the case." May not this state of things well recall the saying of Bentham, that it is even more important that justice should seem to be pure, than that it should be pure in reality? Were we not justified in our former paper, as it were almost by anticipation, in saying, as we now emphatically repeat: "If a function is no longer of public utility, it surely does not mend matters to permit the function still to be exercised, but to render its exercise so obnoxious, and the consequences of its exercise so invidious, that, in the course of time, it may come to be abated as a common nuisance. It may be that, as the constable permits a delinquent to proceed until he commits himself beyond yea or nay, so, the coroner is to be allowed to indulge in the discharge of his duties, under watchful police supervision, until the time comes for direct intervention in order to supersede the office of coroner altogether. But if the office is to be superseded (we trust that it will not), is this, too, only to be accomplished by waging a long conflict of authority with officers who are endeavouring to perform, to the best of their ability, an onerous, delicate, and ill-paid public service?"

HAMMERSMITH POLICE COURT.

(Before Mr. BRIDGE.)

Wednesday, Nov. 12.

THE GASLIGHT AND COKE COMPANY *v.* O'BRIEN.

The City of London Gas Act 1868—*Revision of price—Operation of award of Commissioners.*

IN this case Major O'Brien was summoned for arrears of gas rates amounting to £5 2s. 9d. made up of 2s. 6d. rent of meter, and 2s. 9d. charge for cutting off the gas, the residue being for gas supplied.

F. O. Crump (instructed by *Bartholomew*) appeared for the defendant and first took objection to the charge for cutting off the gas. The defendant had left his house and thereupon the company cut off the gas, for which they sought to charge.

The company's officer referred to a section of their Act giving power to the company to cut off gas fourteen days after default made in payment duly demanded.

Mr. BRIDGE held that under that section there was clearly no power to charge for disconnecting the pipes of a consumer who had ceased to occupy the house.

The charge for gas was then disputed, and the company's officers based their claim on sects. 57 and 66 of the City of London Gas Act 1868. The former section says that if in the month of Jan. 1871, or any subsequent year, application is made to the Board of Trade for a revision of the scale of illuminating power and price, commissioners shall be appointed; and by sect. 66 the commissioners so appointed shall, after hearing the applicants, fix an illuminating power and price, to take effect as on and from the 1st Jan. in the year of revision. Notices had been issued by the company early in December that the charge would be 5s. 5d. per 1000 feet, or such other price as might be fixed by the Board of Trade. Subsequently meter index cards were issued to the consumers, and among them to the defendant, on which the price was stated to be 5s. 5d. per 1000 feet. The defendant ceased to consume gas at his house in respect of which he was charged before the commissioners appointed by the Board of Trade had revised the price. In April they raised the maximum price of the gas to 6s. 3d., but beyond a printed notice to this effect on the backs of the accounts, no notification was made to the consumers.

The learned counsel contended upon this state of facts, that the defendant was not liable to pay more than 5s. 5d. per 1000ft. To hold otherwise would be to import into his contract a term unascertained until after the contract had terminated. The only contract binding upon the defendant was that contained in the index card. If the revision of the commissioners was to have a retroactive effect, the greatest hardship would be inflicted upon consumers who could make no certain contracts, and he contended that the award of the commissioners could have no effect until notified to the consumers.

Mr. BRIDGE said that he should hold that the notice issued in December relative to the possible increase in price by the Board of Trade was binding, where no other contract had been entered into. In the present case the index card had been issued subsequently to such notice, and that constituted the only contract binding on the defendant. Had such cards not been issued, or had they contained the notification which was issued previously, he should have held that the defendant was liable to pay the increased price as and from the 1st Jan. The company not being represented by counsel, he would adjourn the summons for a week, but intimated his opinion in order that the company might know how to act.

COMPANY LAW.

NOTES OF NEW DECISIONS.

VENDOR AND PURCHASER—CONTRACT TO DELIVER IRON—ACTION FOR BREACH OF.—On the 22nd Nov. 1871, the plaintiff wrote to the defendants, asking their lowest price for 800 tons of iron delivered at P., at the rate of 200 tons per month, March, April, May, and June, 1872; to which on the 24th Nov., the defendants replied, "We beg to offer you 800 tons at 69s. per ton delivered at P., and waiting your reply by return, remain," &c. The plaintiff did not reply by "return," but on the 27th Nov. wrote to the defendants as follows, "Your price is high; if I made the quantity 1200 tons, delivery 200 tons a month for the first six months of next year, I suppose you would make the price lower." In answer to this the defendants, on the 28th Nov., wrote as follows to the plaintiff, "In reply to yours of yesterday we are willing to make you an offer of further 400 tons, 200 tons in Jan., 200 tons in Feb., at the same price we quoted you in ours of the 24th inst., though the rate of freight will, doubtless, be higher than that of the following months. Let us have your reply by return of post as to whether you accept our offers of, together, 1200 tons." No reply was actually sent by return, but on the same day, the 28th Nov., the plaintiff wrote and posted a letter to the defendants, "You can enter me 800 tons on the terms and conditions named in your favour of the 24th inst., but I trust you will enter the other 400 tons, making in all 1200 tons referred to in my last at 68s." These two letters crossed each other in the course of post, and on the 29th Nov., the defendants replied to the plaintiff's letter of the 28th, that they could not "book his order for 1200 tons at less than 69s., and even that offer they could only leave on hand for reply by to-morrow before 12 o'clock." The plaintiff did not reply within that time, and subsequently the defendants declined on that ground to deliver any iron at all to him, whereupon he brought this action for breach of contract, contending that, at all events, there was a binding contract for 800 tons. The majority of the Court of Exchequer (Bramwell, Channell, and Pigott, BB., Kelly, C.B., dissenting), gave judgment for the defendants, on the ground that there was no contract to deliver the 800 tons, as the plaintiff did not accept the defendants' offer of the 24th Nov., his letter of the 28th Nov. being too late for that purpose; and the defendants' offer of the 1200 tons was only open until noon on the 30th, and was not accepted within that time. The defendants' letter of the 28th Nov. was one offer of 1200 tons, and not two separate offers of 800 and 400 tons. Kelly, C.B., on the contrary, gave judgment for the plaintiff, being of opinion that the offers of the 800 and 400 tons in the defendants' letter of the 28th Nov. were distinct and separate, and that the offer of the 800 tons in their letter of the 24th Nov. had been kept open, and was acepted by the plaintiff in his letter of the 28th Nov., by which the defendants were bound. Upon appeal by the plaintiff to the Exchequer Chamber, the majority of that court (Blackburn, Keating, Brett, Grove, and Archibald, JJ., *dissentientibus* Quain and Honyman, JJ.), affirmed the judgment of the majority of the court below, and upon the same grounds; but Quain and Honyman, JJ., were of a contrary opinion, and held, with Kelly, C.B., that there was a good contract for the 800 tons, and that, therefore, the judgment below should be reversed. *Per curiam*, "Reply by return of post," does not mean exclusively "reply by letter by return of post." A reply by telegram, or by verbal message, or by any means, not later than a letter sent by post, would reach its destination, would equally satisfy the requisition. Two persons each in ignorance at the time of what the other had done, write a letter to each other on the same day, the one offering to buy a certain article at a certain price, and the other offering to sell the same article at the same price. The letters cross each other in the post. The majority of the court (Blackburn, Keating, Brett, Grove, and Archibald, JJ.) expressed their strong opinion that such cross offers would not make a binding contract, and that the offers in one of such letters could not amount to an acceptance of the offer contained in the other: (*Tinn v. Hoffman and Co.*, 29 L. T. Rep. N. S. 271. Ex. Ch.)

WINDING-UP—CONTRIBUTORY—TRANSFER OF SHARES—ALLOWANCE FOR VALUE OF GOODWILL.—Application was made by the executors of a deceased shareholder, who had been settled on the list of contributories of a company, that B., who had formerly been a shareholder in the company, but had executed a transfer of his shares some time previous to the commencement of the winding-up, might be settled on the list of contributories. B. was a director when he executed the transfer, the validity of which was disputed on two grounds—first, that it was made in pursuance of a fraudulent scheme to relieve B. and some of his co-directors of their liability; and, secondly, that the provisions of the articles of association with respect to transfers had not been complied with. The deed of settlement required that upon a transfer of shares the consent of the directors should be obtained, that a certificate of consent should be given, which was to be entered in the share register, and that a deed of covenant, to be prepared under the direction of the directors, should be executed by the transferee. B. obtained the consent and certificate of the directors, but M., the transferee, did not execute any deed of covenant, the directors not having required him to do so; and no objections were made to the transfer at two subsequent general meetings of the company. By a clause in the deed of settlement, it was provided that "if ever the losses of the company shall have absorbed, not only the whole of the fund called the reserve fund, but also 80 per cent. on the gross amount of the capital subscribed for, the said company shall then be *ipso facto* dissolved, and the board of directors for the time being shall within twenty-one days, or as soon after such losses being incurred as the board possibly can, and they are hereby required to call a special general meeting of the shareholders in such manner as is hereinafter mentioned, and lay a statement of the affairs of the company before such meeting." By other clauses in the deed, the directors were to make up to 31st Dec. in each year a full statement and account of the debts, credits, and liabilities, and the profits, gains, and losses made or incurred by the company; and were to produce at every annual meeting a report of the receipts and disbursements for the year preceding, and of the particulars and amount of the funds or property of the company, and of the state and condition thereof. In 1858 the company was in an unsatisfactory state, and an accountant, employed to investigate the affairs, reported to the directors that the losses had absorbed 80 per cent. on the gross amount of the capital subscribed for. In the said report, the accountant made no allowance for the value of the goodwill of the company as a going concern. A special meeting was not called, but the annual general meeting occurred soon after the said report was made. At that meeting the said report was not submitted to the shareholders, and the accounts laid before them did not show the true position of the company. The shareholders were, however, informed that the increased claims upon the company had so reduced the margin of profits that the directors were unable to recommend the payment of any dividend for the past year. Held (*per* Lord Cairns and Lord Hatherley, affirming the judgment of Lord Chancellor Hatherley; Lord Chelmsford and Lord Colonsay *dissentientibus*), first, that the transfer from B. to M. was valid; and, secondly, that the accountant ought, in his report, to have made an allowance for the value of the goodwill, and that in the absence of such allowance, the proof of the occurrence of the contingency contemplated by the deed of settlement, failed. Sect. 30 of 7 & 8 Vict. c. 110, enacts that the discovery of any defect or

error in the appointment of a person acting, or who may have acted, as a director, or that such person was disqualified, shall not invalidate acts done by him either alone or jointly with other directors before such discovery. *Per* Lord Cairns. —That the error of the directors in being satisfied with the execution of the transfer by a person becoming a director instead of requiring the execution of a deed, was such an error as was contemplated by the above section, and that all the acts done by the directors before such discovery were consequently valid and binding on the company. The case having been decided after so much difference of opinion, and the parties having been to a great extent responsible for the irregularity and confusion that occurred, no order as to costs was made. (*Murray* v. *Bush*, 29 L. T. Rep. N. S. 217. H. of L.)

DEBENTURE PAYABLE TO BEARER—NEGOTIABILITY—PROMISSORY NOTE.—A debenture of a limited company, registered under the Companies Act 1862, payable to bearer on a particular day in the year 1872, with interest in the meantime, but liable to be "drawn" and paid off before that time, was sold by the company to M. in May 1869, and stolen from him in July of the same year. Plaintiff, at the end of the year 1871, purchased from one S., who had since absconded, this debenture, which had been "drawn" in Oct. 1871, and demanded payment thereof from the company; but the company, having received notice from M. of the debenture having been stolen from him, refused to pay it to the plaintiff, who brought an action against the company to recover the amount of it. It was found at the trial that the plaintiff had become the holder of the debenture for value, and without notice, and that similar instruments had been treated as negotiable: Held, that the plaintiff could not recover. Even if the instrument had not been under seal it would not be a promissory note on account of its liability to be drawn and paid off before the t me mentioned; and the custom of treating such instruments as negotiable, being recent, could not alter the general rule of law: (*Crouch* v. *The Credit Foncier of England (Limited)*, 29 L. T. Rep. N. S. 250. Q.B.)

ROLLS COURT.

Saturday, Nov. 8.

Re LONDON AND AUSTRALIAN AGENCY CORPORATION (LIMITED); *Ex parte* BLAKE, COOK, AND CLAPHAM.

Company—Voluntary winding-up—Three petitions—Liquidators—Supervision order.

IN August last Mr. Blake, a holder of twenty-five shares in this corporation, presented a petition for a compulsory winding-up order. Two other petitions—one by Mr. Cook and one by Mr. Clapham—by much larger shareholders, were filed about the same time praying for a supervision order. Summonses to appoint liquidators were adjourned in order to give the company time to hold meetings. Accordingly a very numerously-attended meeting was held, when it was resolved to wind-up voluntarily, and to appoint the secretary, Mr. Latchmore, and Mr. Ford liquidators. At a subsequent meeting these resolutions were confirmed. The petitions now coming on to be heard,

Roxburgh, Q.C. and *F. C. J. Millar*, in support of a compulsory winding-up, contended that the appointment of liquidators was invalid, as having taken place at the first meeting, and asked that any order to be made should be made on Blake's petition as having been the first advertised, though not the first presented.

Waller, *Streeten*, *Southgate*, Q.C. (*Graham Hastings* with him), *Fischer*, Q.C. (*Somers Lewis* with him), *Langworthy* and *Law* for other parties.

Sir G. JESSEL made one order on the three petitions for continuing the winding-up under the supervision of the court, and gave the costs of the three petitions. The carriage of the order was given to Mr. Cook, though advertised after Mr. Blake's petition.

Solicitors: *J. J. Darley*; *Mercer* and *Mercer*.

Re WESTERN OF CANADA OIL, LANDS, AND WORKS COMPANY (LIMITED).

Company—Adjournment of petitions to wind-up—No steps taken—Order made.

THE two petitions in this matter now came on for hearing, having been adjourned by the Lord Chancellor on the 4th August last, as reported in our issue of the 9th August, with a view to giving the company an opportunity of inquiry or arrangement. It will be remembered that the petitions had been filed by debenture-holders in respect of interest due on their charges. It now appeared that nothing had in the mean time been done, except sending to Canada a person who has not yet made any final report.

Bagshawe, *Jackson*, Q.C., and *Locock Webb* for the petitioners.

Hon. *E. Butler* supported the petitions.

Sir *R. Baggallay*, Q.C., *Whitehorne*, *T. A. Roberts*, and *Charles Walker* for debenture-holders, opposing the petitions.

Davey, for the trustees of a deed securing the debentures.

Sir G. JESSEL made the usual order to wind-up the company, as no evidence was before him as to what had been done since the last adjournment, and he must therefore assume that the respondents had neglected to avail themselves of the indulgence extended to them on the former occasion.

Solicitors, *H. W. Vallance*; *Wilkinson* and *Son*, *Lewis*, *Munns* and *Longden*.

REAL PROPERTY AND CONVEYANCING.

NOTES OF NEW DECISIONS.

MISSING WILL—PRESUMPTION OF REVOCATION—EVIDENCE—DECLARATION OF TESTATOR. —A will, which had remained in the custody of the testator since the time of its execution, was not forthcoming at his death. A draft was propounded, and evidence of declaration was admitted to show an intention to adhere to the will. On the other side evidence was offered to show that the testator did not intend to leave his property in the manner in which it was disposed of by his will, and that he had destroyed it by burning it. Held, that such declarations were admissible, not as evidence of destruction, but of intention not to adhere to the will: (*Keen* v. *Keen and others*, 9 L. T. Rep. N. S. 247. Prob.)

SETTLED ESTATES—INTERIM INVESTMENT OF PURCHASE-MONEYS.—The purchase-money of land sold under the Leases and Sales of Settled Estates Act is cash under the control of the court for the purposes of investment under the General Order made in pursuance of 23 & 24 Vict. c. 38, s. 10. *Re Thorold's Settled Estate* (L. Rep. 14 Eq. 31), followed; *Re Boyd's Settled Estates* (L. Rep. W. N., 1873, p. 113; 55 *Law Times*, 100), dissented from: (*Re Taddy's Devised Estates*, 29 L. T. Rep. N. S. 243. V.C. M.)

PORTIONS—ADVANCEMENT—GIFT OF SHARE OF RESIDUE BY WILL—SATISFACTION.—A grandfather's will contained a trust term for raising portions for his son's younger children, and provided that in case the son should at any time during his life advance or pay any sum of money to or for the use of any of his younger children, then, unless the contrary should be directed by him, any sum so advanced should be in full or part satisfaction of the portion to which the younger child would have been entitled under the grandfather's will: Held (reversing the decision of the Master of the Rolls), that a gift by the son's will of a share of residue to one of his younger children was not a payment or advancement within the meaning of the proviso: (*Cooper* v. *Cooper*, 29 L. T. Rep. N.S. 321. Ch.)

COUNTY COURTS.

BRADFORD COUNTY COURT.

Sept. 26 *and* 30.

(Before W. T. S. DANIEL, Q.C., Judge.)

HARTLEY (Administratrix) *v.* THOMPSON.

Administration—Transactions with administrators.

A transaction with a person entitled to administration not validated after administration unless for the benefit of intestate's estate. After a decree in Chancery for the administration of the intestate's estate, the administratrix is not at liberty to ratify, or refuse to allow an action to be brought in her name to defeat the transaction: (see Williams on Exors. 391, *and the authorities there referred to.)*

Phillips, instructed by *Dawson* and *Greaves*, Bradford, for plaintiff.

Robinson (*Berry* and *Robinson*), Bradford, for defendant.

His HONOUR.—This was an action of detinue for the illegal detention by the defendant of certain stuff pieces, the damages being laid at £50. The plaintiff is the administratrix of Joseph Hartley, who died on the 13th Sept. 1872, intestate and insolvent. He was a stuff manufacturer in a small way of business, and employed weavers who wove his pieces at their own homes on commission. The defendant was one of such weavers, and at the intestate's death was a creditor for work done as a weaver, for £40, or thereabouts. Several of the other weavers in the village were creditors for work done as weavers, and had woven pieces in their possession which they claimed and were entitled to retain by way of lien as security for their debts. Shortly after the intestate's death, one Bently, who was a considerable creditor of the intestate for goods supplied, being unable to obtain payment of his debt from the plaintiff, sent round to some of the weavers who had pieces in their possession, paid them the debts for which they held the pieces as security, and they gave up the pieces to him, and these he endeavoured to sell or otherwise make available for his debt, to the prejudice of the defendant and other *bonâ fide* creditors of the intestate. Under these circumstances the plaintiff and the defendant, on the 2nd Oct. 1872, consulted Messrs. Dawson and Greaves, of Bradford, as to the proper course to be adopted to protect the estate for the benefit of the creditors, and the advice given was that the plaintiff should take out letters of administration with as little delay as possible, and that in the mean time money should be found by some friend to take the pieces out of the hands of the weavers on payment of the debts due to them, and thereby secure the surplus value of the pieces for the benefit of the estate, and the suggestion was made that the defendant should find the money for the purpose, but he did not then agree to do so. The solicitors then received instructions from the plaintiff and defendant to prepare the necessary documents for obtaining letters of administration. The defendant agreed to be one of the sureties in the administration bond, and a Mr. Waterhouse was named as the other. On the following day (3rd Oct.) the plaintiff, defendant, and Waterhouse, called and executed the bond and other necessary papers, and the grant of administration was afterwards duly obtained, but not until the 27th Oct., some delay having occurred in remitting the money required for payment of the stamp and official fees. On the 7th Oct. the defendant, accompanied by the plaintiff, went round to several of the weavers who held pieces, upon which they had liens, paid them the sums due to them, and took from them the pieces they then held. The sum paid by the defendant amounted to £15 2s., and the pieces taken by the defendant are the pieces for the detention of which the action is brought. Early in November 1872, an administration summons was taken out in Chancery by a creditor for the administration of the intestate's estate. This summons was served on the plaintiff. She took it to her solicitors, Messrs. Dawson and Greaves, who appeared for her upon it; and on the 11th Nov. the common decree for the administration of the intestate's personal estate was made. The usual advertisements were afterwards issued for creditors, and under them the defendant made a claim as creditor for £61 10s. 6d. (which included the £15 2s. paid by him to the weavers), and this claim was duly allowed. The defendant having the pieces in his possession, Messrs. Dawson and Greaves, as solicitors of the plaintiff, by the direction of the chief clerk, applied to the defendant to deliver the pieces to them for the purposes of the administration, offering to pay him the money he had advanced to pay off the weavers with interest and costs. The sum actually offered (and which Messrs. Dawson and Greaves were ready to pay defendant) was £18, which was more than sufficient for those purposes. The defendant refused to receive the money or to deliver the pieces. He insisted upon retaining them; his words were, "He would not have the money; he would stick to what he had got." He was then asked whether he had the pieces in his possession. He said he had sold some, not saying how many or for how much, and the rest he had, and they were worth £40 and £50. This course of proceeding by the defendant having been communicated to the chief clerk, Messrs. Dawson and Greaves, as solicitors for the plaintiff, were directed to bring this action in the name of the plaintiff. After being served with the summons the defendant communicated with the plaintiff, and prevailed upon her to endeavour to stop this action by giving a notice to the registrar of this court that the action had been brought without her authority, and he procured an attorney at Leeds to draw up a notice to that effect, and which the plaintiff signed, and this notice has been put in evidence by the defendant, with some correspondence which afterwards passed between the attorney and Messrs. Dawson and Greaves upon the subject. If the plaintiff had adhered to the notice she was thus induced to sign, she would through her ignorance have been led into committing a contempt of the Court of Chancery, for which she would have been liable to be committed, and if not actually imprisoned, would have subjected herself to the payment of what to her would have been a large sum for costs. The facts as stated by me have been proved upon the evidence of the plaintiff and Mr. Greaves, and the plaintiff, as far as she could, showed her willingness to acknowledge a right in the defendant to retain the pieces to cover his own debt. And on behalf of the defendant it was urged that, as the defendant took possession of the pieces in question with the authority of the plaintiff, although that transaction took place before the grant of administration, yet as such grant was afterwards obtained, and before the

decree in the administration suit was made, the transaction which would have been good at law if it had been completed after the grant, would be validated by relation, and Williams on Executors, p. 391 (6th edit.), was relied on as an authority for that proposition; but on examination it will be seen that the cases there referred to are exceptional instances and do not support the defendant's contention. And in the same work the cases of *Doe* v. *Glenn* (1 Ad. & Ell. 49) and *Morgan* v. *Thomas* (8 Ex. 302) are cited, which show that the relation exists only in those cases in which the act done is for the benefit of the estate, or there be fraud; as where a man takes goods as executor *de son tort*, sells them, receives the purchase-money, then takes out administration and brings an action to recover the very goods he has sold and been paid for. Here the estate was benefited only to the extent of the money paid by the defendant to redeem the pieces from the weaver's, and that money the defendant has been offered before action brought and he refused it, insisting upon retaining the pieces for his whole debt, thus doing the very wrong which he complained of when done by Bently, and thus making his detention a wrongful act as to the whole. There being evidence that the value of the pieces he now has is between £40 and £50, and the defendant not having given any evidence as to how many pieces he sold or what he received for them, I am justified as against the defendant as a wrong-doer in treating the value of the whole of the pieces detained by him as £50, and judgment will be entered against him for that sum, with costs. Although the defendant refused the offer to pay him his advances, he may still have a claim in equity to be repaid that sum, which claim he may bring forward in the administration, but over that I have no jurisdiction or control. If, however, the plaintiff is authorised and consents to make the deduction now, and the amount can be agreed upon, the judgment may be reduced accordingly, and the judgment may be still further reduced, if the defendant will give up the pieces he now holds and their value can be agreed upon, such value being the amount of the further deduction, but unless these matters are consented to, the judgment will be entered for £50 and costs; and the defendant will take such further steps elsewhere as he may be advised. If the Judicature Act were now in operation I could give complete relief, but at present I have only the jurisdiction of a Court of Common Law.

CHELTENHAM COUNTY COURT.

Friday, Nov. 1.

(Before C. SUMNER, Esq., Judge.)

MORSE *v.* SOLOMON.

Costs in interpleader—Application.

F. Marshall applied for costs in this case. His Honour would remember that a short time ago he committed a young gentleman named Maule for a term for non-payment of a judgment debt. It having come to Mr. Solomon's knowledge that Mr. Maule had an interest in a horse, the animal was seized instead of executing the warrant of commitment, but Mr. Morse subsequently claimed it as his, and under circumstances that led him (*Marshall*) to believe it was nothing less than a conspiracy between two or three who were concerned in it to make out the horse to be his property, and not Maule's. He had had a great deal of trouble in getting up the case, and had examined fifteen witnesses, several of whom he subpœnaed, and it was only within the last three days that Mr. Gabb, Mr. Morse's attorney, had sent him a note saying he disclaimed the horse. He therefore asked his Honour to order costs as in an ordinary case.

Gabb, on behalf of Mr. Morse, submitted that it was not a case in which his Honour ought to order costs, the circumstances being somewhat peculiar.

The Registrar explained to his Honour the circumstances under which the action was brought. The horse was seized by Mr. Solomon, and Mr. Morse paid the amount into court, under protest, in order to recover possession of it, and then brought the present action, which he had since withdrawn from.

Marshall said the action was withdrawn last Tuesday, after all the work had been done.

Gabb then submitted whether his Honour had power to order costs. The money which Mr. Morse had paid to redeem the horse had been paid into court, and then they had withdrawn the case, and had given notice they had withdrawn it. It was a case in which Mr. Marshall's client ought to think himself very fortunate if he got the money at all, and if it had gone on, there was some doubt what the result would have been.

His HONOUR.—So Mr. Marshall says.

Gabb, resuming, said at all events the matter was arranged, and there was no object in bringing it into court. There were, he submitted, no rules to enable his Honour to order costs as in an ordinary action. The plaintiff had the power of withdrawing from the case, and it was not for his Honour to say whether he had thereby rendered himself liable for costs. The horse belonged to his client, and was at livery at the Royal Hotel in his name. It was not in Mr. Maule's possession, but Mr. Maule was authorised to sell it, and had an interest in it. That being so, he presumed that it was hardly necessary for Mr Marshall to see the fifteen witnesses, as no doubt he knew what his case was before he seized the horse. The horse was in another man's stables, and he submitted under all circumstances he was not entitled to costs. He further submitted that the examination of the witnesses was premature, especially seeing that he had not subpœnaed the witnesses out of the district.

Marshall submitted that it rested with an attorney to consult his own convenience in what order he saw his witnesses, especially in a case which might involve some annoyance to the witnesses themselves.

His HONOUR had no doubt he had the power to allow costs in a case of interpleader, as well as other actions. He thought for this purpose the 174th rule made summonses in interpleader cases operate exactly as summonses in ordinary cases. He therefore thought that the notice of abandonment not having been given within five days, the execution creditor was entitled to costs. With regard to the point Mr. Gabb stated that it was necessary he should ascertain what witnesses were material, it would be very inconvenient for him to do so. He thought the much more convenient course was to leave it to the Registrar, and if either party was dissatisfied the matter might then come before him by way of appeal; and if it should be considered necessary, he should be glad to confirm the ruling of the Registrar. Costs to follow, as in ordinary cases.

WILLIAMS *v.* CHESSHYRE.

Liability of attorney for expenses of witness.

IN this case the plaintiff is a road-maker, and the defendant a solicitor. The action was brought to recover £2 2s., the plaintiff's expenses in a case in which he alleged Mr. Chesshyre required his attendance.

Stroud, who appeared for the plaintiff, stated that the case arose out of an interesting law-suit, in which his friend was concerned for Mr. J. B. Ferryman, who was summoned before the magistrates at the instance of the town commissioners, for not paying the demand made upon him for the making of certain roads in Nauntoncrescent. His friend carried the case to a successful issue, and before the case came on at the police-court he employed the plaintiff. [*Chesshyre*: "Mr. Ferryman employed him."] Well, Williams's case was that Mr. Chesshyre employed him, and that he told Mr. Chesshyre he had several men at work at Prestbury, but Mr. Chesshyre said, "You go along and see this road, and I will pay you what is fair and reasonable." Upon that his friend took Williams to the *locus in quo*, and there he made his investigation, and afterwards attended before the magistrates, and he (*Stroud*) believed that Williams was one of the chief means whereby his friend obtained his triumph at the police court. For that Williams had made his charge of two guineas, and his Honour would say whether it was reasonable. The other question was whether Mr. Chesshyre was liable.

The plaintiff was sworn, and bore out this statement. He created laughter by stating that the reason Mr. Chesshyre would not pay him was because he would not swear there was only 1in. of stone on the road when there were 3in. Mr Chesshyre said, "You come, and whatever you charge I will pay you."

Chesshyre, the defendant, was sworn, and stated that he was concerned in the case referred to for Mr. Ferryman, who was a gentleman of fortune. Before the case came on he recommended Mr. Ferryman to have a road-maker to examine the roads, and accordingly Mr. Ferryman himself went to Mark Williams, and they went together to the road. He wrote to Williams and told him that Mr. Ferryman would pay him what was right, but a charge of two guineas was absurd. He said he would advise Mr. Ferryman to pay what was reasonable, but he (*Chesshyre*) never promised to pay him personally. Mr. Ferryman was a gentleman of fortune and able to pay his own witnesses, and was quite willing to pay any reasonable charge.

His HONOUR, with regard to the general question as to the liability of an attorney to pay a witness's expenses, said he was not liable unless he made himself so. He did not like to decide the case simply on the ground that the plaintiff was bound to make it out, and had left it in doubt. He thought he ought to take the bolder course, and say the defence was made out. He did think that Williams believed he was employed for Mr. Ferryman; but he could not see why he preferred Mr. Chesshyre's credit to the principal's in the matter.

Judgment for the defendant, with costs.

NORTHAMPTON COUNTY COURT.

Wednesday, Nov. 3.

Ex parte RINGROSE; *Re* GIBSON.

Bill of sale—Stock in trade purchased since the bill—Liquidation.

THIS case raised some important points in connection with the subject of bills of sale. It appeared from the affidavits filed in the case, that Mr. John F. Gibson, draper, of Long Buckby, in consideration of £120 advanced to him by Mr. John Ringrose, of the same place, assigned by bill of sale to the latter gentleman, in May 1872, all the stock in trade and furniture which to him were or thereafter should be on his premises, as security for the repayment of the said sum. There was a power given to Ringrose to take peaceable possession of the property after default made by Gibson in payment on demand. On the 4th August in this year Ringrose demanded payment of the £120 to be made on the 8th. Gibson did not pay, and on the 9th Ringrose went to Gibson's house, and told him he intended to realise his security. On Gibson's representations, however, Ringrose consented to wait until the 11th to see if Gibson could find a person to purchase the goods privately, so as to enable him to repay Ringrose. No purchaser being found, on the 11th Ringrose said he should at once realise his security. There was some conflict of testimony as to what passed at the latter interview; but it appeared that early on the morning of the 12th Gibson went to Northampton after sending a letter to Ringrose to inform him of the fact. Ringrose at once instructed Mr. North, an auctioneer, to take possession and sell the goods. North proceeded to Gibson's house at ten in the morning of that day, and, finding the house locked, was unable to seize the property. At two p.m. Gibson filed his petition for liquidation of his affairs; a receiver was at once appointed, and at about six p.m. the receiver took possession, and was immediately followed by North, who also put in a man on behalf of Ringrose. It appeared that nearly all the stock in trade then on the premises had been purchased since the execution of the bill of sale.

Hensman (Norfolk circuit), instructed by *Leake*, of Long Buckby, now asked the court for an order that the furniture and the proceeds of the stock in trade, which had been since sold, should be given up to Mr. Ringrose. He argued that although at law goods not in existence could not be assigned, yet that there was a sufficient "new act" on the part of Gibson to show his intention that the after acquired goods should pass to Ringrose, but if not, such goods, as soon as they came on to the premises, passed to him in equity. That being so, were they the goods of another person in the possession, order, and disposition of the bankrupt, with the consent of the true owner at the commencement of the bankruptcy? The bankruptcy commenced at two p.m. on the 12th August, but at ten a.m. Ringrose had done all that was lawful and reasonable in trying to take possession. He therefore did not consent to Gibson's possession.

Shoosmith, on behalf of the trustee for the creditors, opposed the application, and contended that Ringrose had not done all he could to get possession. He had allowed Gibson to remain in possession until the last moment. He ought to have seized on the 8th of August. As to the after acquired goods, Gibson had not consented to their passing to Ringrose. The property in them therefore remained with Gibson. Numerous cases were quoted during the argument.

His HONOUR said the case was one of considerable importance and difficulty, and although it had lasted a long time its nature fully justified that fact. He was of opinion, however, after carefully considering the arguments, that Ringrose was entitled to the whole of the stock in trade and furniture on the premises at the commencement of the bankruptcy, and made an order accordingly.

READING COUNTY COURT.

Thursday, Oct. 23.

(Before J. H. STONOR, Esq., Judge.)

WILSON *v.* GREAT WESTERN RAILWAY COMPANY.

Carriage of goods—Personal luggage.

THE plaintiff in this case is a horse dealer living in Reading, and the action was brought to recover £14, the value of some horse clothing belonging to the plaintiff which the defendants lost at Chester, in course of conveyance from Reading to Holyhead, on the way to Dublin.

Gledhill appeared for the plaintiff. The defendants were represented by Mr. Mason, from their Paddington office.

Gledhill stated that the plaintiff was from time to time going to Ireland to purchase horses, and in the winter time he took with him sets of horse clothing, which he put upon the horses he purchased. He had taken them as passengers' luggage. On 30th Sept. 1872 plaintiff took a third

class ticket to Dublin, seeing the horse clothing put into the van at Reading and at Chester, where, in the removal from one train to another, the clothing was lost. Plaintiff looked for it in the Holyhead train and missed it. The nature of passengers' luggage was decided in the case of *McCrow* v. *The Great Western Railway Company*. The facts were not disputed. No objection was raised to the quantity, and the defendants had notice that it was horse clothing.

Mr. Mason contended that by 5 & 6 Will. 4, Great Western Railway Act, a passenger could only take with him 40lb. weight of articles of personal clothing, and the company were not answerable for merchandise or anything else. He argued that this horse-clothing was merchandise.

His HONOUR: I don't think it is creditable for the company to take such a course. It is right that it should be generally known that nothing is safe on the Great Western Railway except articles of personal clothing. If a gentleman, say a barrister, takes books, or another gentleman a gun, they are not safe on the Great Western Railway.

Gledhill: I take it that this Act must have been repealed; a first-class passenger is now allowed 112lb., a second-class passenger 70lb., and a third-class passenger 56lb.

His HONOUR.—I will adjourn the case, if you like, to look into the law.

Gledhill.—Will your Honour go into the facts of the case? It has been adjourned two courts from no fault of plaintiff's, and the facts are not disputed; so as to avoid the necessity of his coming here again.

The plaintiff was then examined by *Gledhill*. He said: I took a ticket on 30th Sept, 1872, to go to Dublin, with four sets of horse-clothing, rolled up in the ordinary way. I gave them to the porter, and saw them labelled to North Wall, Dublin. I had been in the habit of travelling by defendants' line to Dublin for two or three years. I always take horse-clothing in the winter time. I have not been refused to be allowed to take them as luggage, nor has the weight been complained of. I saw the luggage in the van at Reading. I asked the porter to remove the clothing at Chester into the Irish train. I found it was not removed into the Irish train, and "blew" the porter up, and told the station master, and he said he would telegragh for them, and I asked him to send them to Dyson's repository, Dublin. I went to Balinasloe fair, which lasted a week. The horse clothing was not forwarded to Dublin. When I got back to Chester the station master said it was forwarded to Dublin. Then they asked me where they should send it to, and I gave them my address. I have not seen it to this time.

His HONOUR refused to allow Mr. Mason to cross-examine the plaintiff, stating that the company ought to be represented by a professional man.

No evidence was offered to dispute the facts, and His HONOUR gave judgment for the plaintiff for the full amount with costs, subject to the question of law.

SWANSEA COUNTY COURT.

Monday, Nov. 3.

(Before T. FALCONER, Esq., Judge.)

LEWIS AND WIFE *v.* WILLIAMS.

Construction of will—Vesting of legacy.

Arthur Williams, of the South Wales Circuit, instructed by *Brown* and *Collins*, appeared for the plaintiffs.

Howell, Llanelly, for the defendant.

His HONOUR gave the following judgment: In this case I forced on the hearing at the last court, and the result illustrates how easily the facts of a case can be ascertained without the formality of pleadings. One David Williams, who died in 1855, in his will dated the 24th May 1863, devised and bequeathed to his wife Anne, a certain farm called Ffolsyrefel, and an annuity of £6 for the term of her natural life should she continue unmarried, and he devised the same farm to the defendant, his grandson William Williams, and his heirs after his wife's decease, on condition that the first two years' rent should be paid to the testator's daughter, Anne Morgan, widow, and subject to a sum of £14, to be paid annually to his son William, during his life, which was to commence two years after the defendant had possession of the said farm. Anne, the wife of the testator, died in 1870, but Anne Morgan, the widow and the daughter of the testator, died two years before her mother—namely, in 1868. It is alleged by the plaintiffs, who are the personal representatives of Anne Morgan, the daughter, that during two years next after the decease of Anne Morgan, the testator's widow, the said farm was let for £50 a year, and it is prayed that it may be declared that the defendant is a trustee of this amount of the rents for the two years next after the decease of Anne Morgan, the daughter of the testator, for the plaintiff, Sarah Anne Williams. There is no interest given by the will to the daughter Anne until after the death of Anne, the widow of the testator. This interest, intended for the benefit of the daughter, is not to take effect until the death of the mother. The interest is not that of a fixed sum as a principal sum of money, the payment of which was delayed, but of rents divisible at an uncertain time from the farms, and these rents were not of a certain amount. The rents were to be paid as they might accrue during the two years after the death of the mother. The claim of the plaintiff seems to be founded on the authority of the case of *Wright* v. *Wilkin* (31 L. J. Q. B.; 6 L. T. Rep. 221), where there was a bequest of numerous legacies to various persons of certain definite sums of money, giving an immediate interest to the legatees in such specified sums of money, and the testator devised to the defendant in the action certain real and copyhold estates, and the residue of her personal estate on the express condition that within twelve months he should discharge and pay the legacies, and the testatrix charged and made chargeable her real and personal estate, with the payment of the legacies. The court held that the devise was not a condition working a forfeiture on its non-performance, but a trust. But these facts materially differ from the case before me. Here no interest was intended to pass until the determination of the life estate There is no bequest of a sum certain, the payment of which was delayed. The legatee died during the existence of the life estate of the testator's wife, and it appears to me that under the authority of the case of *Pawlett* v. *Pawlett and others*, in dealing with real estate there has existed no interest transmissible to the executors of Ann Morgan, the daughter of the testator.

The plaint was therefore dismissed.

BANKRUPTCY LAW.

COURT OF APPEAL IN CHANCERY.

Friday, Nov. 7.

(Before the LORD CHANCELLOR (Selborne) and MELLISH, L. J.)

Ex parte COTE; *Re* DEVEZE.

Bankruptcy—Remittance on general account—Stoppage in transitu.

THIS was an appeal from a decision of Mr. Registrar Murray, sitting as Chief Judge in Bankruptcy. The debtor, Deveze, carried on business as a general merchant at London and at Lyons, his house at the latter place being managed by his father. The appellant Cote carried on business as a banker at Lyons. Deveze was in the habit of remitting to Cote bills drawn upon persons trading in France and Italy, in exchange for which Cote used to remit him bills drawn upon persons carrying on business in England. On the 11th Jan. 1873, Deveze wrote to Cote enclosing a bill of that date, payable at three months, drawn upon Messrs. Montagu, of Milan, for 26,732 lire 80 cents., and another bill on a French merchant. On the 14th Jan. Cote posted at Lyons a letter to Deveze, enclosing certain bills on firms in London. At half-past five in the evening of the same day, Cote received a letter from Deveze, the father, stating that he had received a telegram from the London house as follows: "Montagu refuses to accept bills. Tell Cote to hold bills of Montagu, and remit nothing." By the regulations of the French post office, the sender of a letter can reclaim it at any time before the departure of the mail. Cote accordingly on receiving Deveze's letter, sent a clerk to reclaim the letter enclosing the bills to Deveze of London, and as through some mistake he had not complied with the requirements of the post office, the letter was sent on and reached Deveze on the 16th Jan. On the 17th Jan. Deveze filed a liquidation petition, and the trustee subsequently obtained possession of the bills contained in the letter. The registrar having refused to order them to be returned to Cote, he appealed.

De Gex Q.C. and *Winslow* for the appellant.

Davey and *Finlay Knight*, for the trustee.

Their LORDSHIPS held that the appellant was entitled to have the bills returned to him, inasmuch as he with the assent of the debtor intended and attempted to reclaim the letter containing the bills, and it would be wrong to hold that a mistake as to the mode of reclaiming the letter had the effect of making the property in the bills pass contrary to the intention of both parties to the transaction. *Appeal accordingly allowed.*

WARRINGTON COUNTY COURT.

Tuesday, Nov. 11.

(Before J. W. HARDEN, Esq., Judge.)

VOISEY *v.* JONES.

Liquidation—Bill of sale—Consideration—Money advance and promissory note.

IN reference to this case, which was heard at the last court day, his HONOUR now gave his decision in the following terms: On the 25th July 1873 Mr. R. Wilson, a draper in Warrington, filed a petition in this court, with a view to a liquidation of his affairs by arrangement or composition. His creditors resolved to proceed by liquidation; the usual steps were taken, and Lewis Voisey was appointed trustee 20th Aug. 1873, but on proceeding to realise the property of the debtor he found one John Edwin Jones had already taken possession of the household furniture and stock-in-trade by virtue of a bill of sale purporting to have been given to him by the debtor on the 19th April to secure the sum of £355 and interest, and that he had sold or caused to be sold nearly the whole of the household and trade effects of the debtor. Whereupon a summons was taken out calling upon the said John Edwin Jones to show cause why the said bill of sale should not be declared void and ordered to be given up and cancelled, and why the said John Edwin Jones should not be called upon to account to the trustee for all the property of the debtor which had come to the hands of the said J. E. Jones or his agents under the said bill of sale or otherwise. The case came on for hearing before me on the 23rd Oct., Mr. Smyley, of Manchester, representing the trustee, and Mr. Kirby, of Liverpool, the claimant under the bill of sale. When the bill of sale was produced, it purported to have been given for an existing debt of £350 and a further advance of £5 only, and to assign everything in the shop and dwelling-house (except a trifling amount of book debts, books of account, and wearing apparel), unless the sum of £355 and interest should be paid instantly on demand in writing. Mr. Kirby admitted that such a bill of sale would no doubt amount to an act of bankruptcy under ordinary circumstances, but in this case he contended it could not be so considered, inasmuch as the bill of sale was in effect taken in exchange for a security of greater value, viz., a promissory note, signed both by Wilson and his mother, who is quite able to pay, and which Jones gave up when the bill of sale was given; and even then Mr. Kirby expressed Jones's readiness to surrender all advantages under the bill of sale provided he could get back the promissory note he had given up when the bill of sale was executed. The answer to that is that in point of fact the goods have been sacrificed by a forced sale, and in point of law that this is not a question between Jones and Wilson, but between Jones and the creditors of Wilson, who may have given him credit on the strength of the very stock in trade and furniture comprised in the bill of sale. Jones may not have intended to take an unfair advantage of anyone, but the object of the bill of sale was manifestly to enable him to sweep everything away, to the exclusion of all except himself who might have given credit to Wilson; and if a man chooses to hold out another to the world as a man of substance when in reality he is only a man of straw, he must take the consequences. A conveyance of a man's whole property to secure a past debt is fraudulent within the 2nd sub-section of the 6th section of the Bankruptcy Act 1869, and voidable as an act of bankruptcy, no matter what the consideration may have been: (*Re Wood*, L. Rep. 7 Ch. App. 302.) Mr. Kirby then contended that as Jones had taken possession on the 21st July, and the debtor did not petition until the 25th, and no trustee was appointed until nearly a month after, Jones could not be ousted, inasmuch as this is a proceeding in liquidation under sect. 125, and not a proceeding in bankruptcy under sect. 6. The 4th sub-section of sect. 125 says, "The liquidation by arrangement shall be deemed to have commenced as from the date of the appointment of the trustee," and there is no provision as in bankruptcy that the title of the trustee shall relate back to any act of bankruptcy. Citing *Jones* v. *Harber* (6 Q. B. 77), *Lomax* v. *Buxton* (L. Rep. 6 C. P. 107), *Ex parte Todhunter* (L. Rep. 10 Eq. 425); but in the case of *Ex parte Duignan, re Bissell*, decided by the judge of the County Court of Warwickshire, upheld by Bacon, C.J.) (L. Rep. 11 Eq. 604), and affirmed by Lord Hatherley and the Lords Justices (L. Rep. 6 Ch. App. 605), it was held that the title of the trustee appointed in liquidation relates back in the same manner as the title of a trustee under a bankruptcy. Mellish, L.J., in that case observed, "No doubt the words of sub-sect. 4 do create some difficulty, but they cannot control the other part of the Act, which clearly makes the property vest in the trustee as in bankruptcy," and James, L.J., said, "There was no bankruptcy here, but it seems to me clear that the liquidation by arrangement is only different in the machinery by which the same object is to be obtained; and the creditors are not to be in a worse position because they prefer dealing with the property themselves, instead of dealing with it under the Court of Bankruptcy. The intention of the Act is that the same property shall be given to the creditors in each case." I, therefore declare the bill of sale to be void as an act of bankruptcy, and order that all moneys received by the said E. J. Jones, or his agents by virtue of the said bill of sale, be accounted for

by the said E. J. Jones with costs, such costs not to include the costs of the proceedings before me on the 7th Aug. last.

Bretherton applied to his Honour to make an order upon the trustee for the return of the promissory note in his possession, which was surrendered by Jones on the execution of the bill of sale by Wilson.

The application was opposed by Mr. Moore, on the ground that Mrs. Wilson, one of the guarantors to the note, was not before the court.

His Honour declined to make the order, and left it to Mr. Bretherton to consider what further course he would take in regard to the application.

LEGAL NEWS.

It is stated that Government have determined to give Mr. Vernon Harcourt the refusal of the Solicitor-Generalship.

Patents.—From the recently-issued Report on Patents it appears that the aggregate surplus income, on balance of accounts, from 1852 to last year amounts to 1,612,928*l.*

Hon. J. Bancroft Davis has presented to the Bar Association of New York a set of books—seventeen in number—containing a full report of the proceedings of the Geneva arbitration.

The New Vice-Chancellor.—Mr. Charles Hall, the new Vice-Chancellor, took his seat for the first time on Thursday morning, in his court in Lincoln's-inn, and proceeded to dispose of the business in the list for the day.

On Monday evening next, the 17th inst., the opening meeting of the session of the Social Science Association will be held at their rooms in Adam-street, Adelphi, when Mr. Thomas Webster, Q.C., F.R.S., will read a paper "On Copyright as affecting the Property of British Authors in Foreign Countries." The chair will be taken at eight o'clock.

Solicitors elected Mayors 1873-4.—Folkestone—Mr. William Wightwick (2nd time); King's Lynn—Mr. J. O. Smetham (5th time). Mr. William Nichols Marcy, solicitor, Bewdley, and clerk of the peace for the county of Worcester, who resigned the office of town clerk in May last, after forty-one years' service, was unanimously elected mayor of the borough of Bewdley on the 10th inst.

The Winter Circuits.—Up to the time of going to press the times for holding the winter circuits had not been fully fixed. So far as at present arranged they stand thus: Division 1 (Mr. Justice Keating), Stafford, Nov. 29; Worcester, Dec. 6; Hants (Winchester), Dec. 11; Somerset (Taunton), Dec. 18. Division 2 (Mr. Justice Archibald), Leeds, Nov. 29; Chester, Dec. 10; Glamorgan (Cardiff), Dec. 15; Gloucester, Dec. 19. Division 3 (Mr. Baron Pigott), Kent (Maidstone), Dec. 1; Sussex (Lewes), Dec. 4; Essex (Chelmsford), Dec. 8; Surrey (Kingston), Dec. 11; Warwick, Dec. 15. Division 5 (Mr. Justice Quain and Mr. Baron Pollock), Manchester, Nov. 29; Liverpool, Dec. 10. The number of cases in each division already given will no doubt be considerably increased before the "commission day."

The Inns of Court.—At the general examination of students of the Inns of Court, held at Lincoln's-inn-hall, on the 30th and 31st of October, and the 1st of November, 1873, the Council of Legal Education awarded an exhibition of twenty-five guineas per annum, to continue for a period of three years, to Sidney Woolf, of the Middle Temple; and certificates that they have satisfactorily passed a public examination to the Hon. William Ashburnham, Messrs. Thomas Barclay, William Houstan Boswall, of the Inner Temple; and Christopher Cavanagh, of the Middle Temple; Montagu Clementi, Walter Wilson Leroux Cosser, James Sutherland Cotton, and Edward Morton Daniel, of Lincoln's-inn; George St. Leger Daniels, of the Middle Temple; Madgwick George Davidson, of Lincoln's-inn; William Oldham Dawson, of the Inner Temple; John William Edwards, of the Middle Temple; William Evans and Reginald Gray, of the Inner Temple; William Manning Harris, of Lincoln's-inn; Jesse Herbert, Robert Johnson, and Sydney Twentyman Jones, of the Middle Temple; William Frank Jones, of Lincoln's-inn; Cecil George Kellner, of the Inner Temple; James Knighton, of the Middle Temple; John Gilbert Kotze, of the Inner Temple; William James Laidlay and John Kirkwood Leys, of the Middle Temple; William Samuel Lily, of the Inner Temple; John Page Middleton and Frank Normandy, of the Middle Temple; Alfred Nundy, of Lincoln's-inn; William Blake Odgers, of the Middle Temple; James Patten and James Biggs Porter, of the Inner Temple; Arthur Horatio Poyser, of Lincoln's inn; Meering Bloomfield Seager, of the Middle Temple; William Sheepshanks, of the Inner Temple; Samuel Stephens, of Lincoln's-inn; Edward Storr, of the Inner Temple: William John Tanner, Harold Thomas, and John Tweedie, of Lincoln's-inn; Henry Vansittart, of the Middle Temple; James Wallace and Arthur Welch of the Inner Temple; Charles Henry Wharton, of the Middle Temple; Sydney Edward Williams, of Lincoln's-inn; Robert Wilson and William Henry Charles Wilson, of the Middle Temple; and Arthur Yates, of Lincoln's-inn. At an examination of students of the Inns of Court in Hindu and Mahommedan Law, and laws in force in British India, held at Lincoln's-inn-hall, on the 27th, 28th, and 29th of October, 1873, the Council of Legal Education awarded to Messrs. George William Cline, of the Middle Temple; Thomas Von Donop Hardinge, of the Inner Temple, Charles Dalton Clifford Lloyd, of Lincoln's-inn, George McWatters and Raj Kissen Sen, of the Inner Temple, John Tweedie and Henry Charles Creighton Wood, of Lincoln's-inn, certificates that they have satisfactorily passed an examination in the subjects above mentioned.

Presentation to a Solicitor.—A new Town hall for Lewes, built by public subscription on some land belonging to the Lewes Provision Market having just been completed, the following vote of thanks, emblazoned, framed and glazed, and surmounted with the Lewes arms, was on Saturday last presented to the clerk. It bears the following: "Lewes Town and Record Room. At a meeting of the Commissioners of the Lewes Provision Market, held at the above room, on Tuesday the 7th October, 1873. It was moved by Mr. Frederick Flint, seconded by Mr. Thomas Bruce, sen., and carried unanimously, That the best thanks of the Commissioners of the Lewes Provision Market be given to Wynne E. Baxter, Esq., their Clerk, for the able and efficient manner in which he has discharged the duties appertaining to that office, and also for the services rendered by him during the construction and completion of the New Town and Record Room, and that the High Constables of the Borough of Lewes be requested to have a copy of this resolution illuminated and presented to him—(Signed) Robert Crosskey, Chairman, Senior High Constable of the Borough of Lewes."

LAW STUDENTS' JOURNAL.

QUESTIONS FOR THE FINAL EXAMINATION.

Michaelmas Term, 1873.—First Day.

I.—*Preliminary.*

Questions 1 to 5 inclusive.

II.—*Common and Statute Law, and Practice of the Courts.*

6. State the enactment of "The Common Law Procedure Act 1854," as to actions on lost instruments.

7. Should the loss be pleaded, what course should the plaintiff's attorney take?

8. When should coverture be pleaded in abatement, and when in bar?

9. How may a judgment be obtained against a British subject residing out of the jurisdiction?

10. In what case, and how, may a party producing a witness impeach his credit?

11. State what the law is as to stoppage *in transitu*.

12. What is the effect of a plea denying the agreement, with respect to the evidence necessary for the plaintiff in an action on a guarantee?

13. Explain the axiom "*Actio personalis moritur cum persona*," stating exceptions to the rule.

14. What claims may be set-off?

15. State the periods of limitation under the statutes in respect to simple, and special contract claims.

16. In what cases is infancy a defence? In what not?

17. What is the pleading rule as to defences arising after the commencement of an action?

18. What is necessary to make an equitable defence a good defence to an action?

19. Describe a good tender, showing how a tender may be invalidated by the mode in which it is made.

20. State some of the provisions of the Carriers' Act (11 Geo. 4 & 1 Will. 4, c. 68) as to carriers' liability for loss of goods exceeding the value of £10.

III. *Conveyancing.*

24. B. buys 1000 acres of land which are conveyed to him in fee simple. He dies intestate, leaving a grandson (issue of a deceased daughter), a great grand-daughter (issue of a deceased son), and two daughters. Who will be entitled by descent to B.'s land? Give an authority for your answer.

22. If lands are devised charged with the payment of debts alone, or charged with the payment of debts and legacies together, or charged with legacies only, can the devisee in either, and, if in either, which, of those cases make a good title to a purchaser or mortgagee without his being obliged to look to the discharge of such debts and legacies?

23. A testator being possessed of (1) fee simple lands, (2) stock in the funds, (3) mortgages of freehold interests in lands, (4) mortgages of leasehold interests in lands, (5) furniture, (6) money at his bankers, and (7) money owing to him in business, devises and bequeaths all his real and personal property to trustees, to be divided amongst charitable institutions. State if the will will take effect as to the whole property, or, if not, as to what parts it will be inoperative, and why?

24. H., by his will, gives a legacy of £500 to his wife's sister (a stranger), and directs his executor to pay it on her attaining twenty-one. She survives H., and dies under twenty-one. Who is entitled to the legacy, and why?

25. If, say, 100 acres of land be limited by deed, or devised by will, to H. for life, remainder to his right heirs, what estate does H. take? and state what governs the construction of such limitation.

26. A tenant for life, with power of leasing, mortgages his estate. Is he thereby prevented from exercising his power? May or may not stipulations be made on the mortgage for the exercise of such power, and what would in ordinary cases be proper?

27. What is meant by the merger of a term? and what are the requisites to effect it?

28. Where terms of years are created by settlements; what are the events usually expressed in the proviso for cesser of such terms?

29. What separate right has a mortgagor or mortgagee to lease premises which are in mortgage? and what would be the lessee's tenancy holding a lease from one of them without concurrence of the other?

30. Within what period must an estate vest when limited by way of future use or executory devise? From what time is such period reckoned?

31. A woman, having real property, marries without any settlement. What interest in that property does her husband acquire on the marriage? and has he any, and, if any what, powers over it?

32. A married woman is entitled to money secured by bond. Her husband dies in her lifetime before the bond is paid off. Who becomes entitled thereto? If the woman dies, leaving her husband and a child, who can recover the money?

33. What powers are usually inserted in marriage settlements where large estates are limited in strict settlement, and by whom and under what authority are they to be exercised?

34. State the difference between a jointure and a dower? How is the former constituted, and how does the latter arise?

35. In what form should a mortgage of leasehold property be taken?—and state, shortly, what provisions should be inserted in it.

Second Day.

IV.—*Preliminary.*

Questions 36 to 40 inclusive.

V.—*Equity and Practice of the Courts.*

41. Explain the meaning of the maxims, "He who seeks equity must do equity," and "Equity considers as done that which ought to be done." Give an instance of the application of each of such maxims.

42. State the different kinds of trusts recognised by our courts of equity.

43. Define an implied trust, a resulting trust, and a constructive trust. Give an example of each.

44. In the absence of a clause empowering trustees for sale to give receipts, can a purchaser from them pay his purchase-money without being bound to see to the application of it? State the authority for your answer.

45. In the absence of any direction on the subject in a will, from what time, and at what rate, is interest on pecuniary legacies payable; and what are the exceptions to the general rule?

46. If a pecuniary legacy be given to a creditor of the testator, in what cases will it be considered an extinguishment of the debt, and in what cases will it be otherwise?

47. State the distinction between a legal and an equitable debt; and give examples of each.

48. Are foreign judgments regarded in equity as specialty or simple contract debts; and to which class are Irish judgments considered to belong?

49. If real estate be charged by will with the payment of the debts of a testator, will such charge have the effect of reviving a debt which is statute-barred?

50. Is an executor, under the usual decree for the administration of an estate, entitled to retain a debt due to him (though statute-barred) in preference to other creditors of equal degree?

51. State some of the objections to an equitable mortgage as a security.

52. Within what time, after the coming in of the last answer (where there are more defendants than one), must the plaintiff in case of need, obtain an order to amend his bill, and within what time after the date of the order must the amendments be made?

53. Under what circumstances will biddings be opened; what time is allowed for the purpose; and what steps must be taken by the person desirous of opening the biddings?

54. When a bill of discovery (not seeking relief) has been filed, and an answer put in, at what time, and by what means, can the defendant obtain his costs?

55. In what cases, if any, will the court deprive a father of the custody of his children, being minors? Mention cases, if any, in which such power has been exercised, and the grounds on which the court has interfered.

VI.—*Bankruptcy.*

56. What is the amount of the debt or debts due to the petitioning creditor or creditors requisite to found an adjudication in bankruptcy against a debtor?

57. State some of the principal acts of bankruptcy.

58. From what time is the bankruptcy deemed to commence?

59. State, generally, what property is, and what property is not, divisible among the bankrupt's creditors.

60. What are the rights and powers of the trustee in bankruptcy with respect to unmarketable shares in companies, or land burdened with covenants?

61. What debts are entitled to priority of payment?

62. What are the rights of a landlord for arrears of rent due from the bankrupt?

63. Have the creditors any, and what, power of removing the trustee in bankruptcy, and appointing another trustee in his place?

64. What settlements by the bankrupt are void against the trustee in bankruptcy?

65. What is the mode of proceeding if a debtor desires to liquidate his affairs by arrangement?

66. What is the effect of bankruptcy on a person being a member of the House of Commons?

67. What is the effect of bankruptcy of one of several partners in a firm?

68. What are the conditions on the fulfilment of which the court is authorised to grant the bankrupt an order of discharge?

69. What are the liabilities of an undischarged bankrupt to the creditors under his bankruptcy.

70. State some of the principal cases in which a bankrupt will be deemed guilty of a misdemeanor, and on conviction be liable to imprisonment?

VII.—*Criminal Law, and Proceedings before Magistrates.*

71. What are the three great classes into which crimes are generally divided?

72. To which of these crimes does embezzlement of money by a clerk amount; and what is the punishment for it?

73. How does a conviction of felony affect the property of the prisoner?

74. How far are strikes or combinations of workmen to raise the price of labour lawful, or the reverse?

75. Is evidence by comparison of handwriting admissible in criminal cases?

76. In what case can a person indicted and discharged recover costs from the prosecutor?

77. Is housebreaking felony or misdemeanor, and what is the punishment for the offence?

78. What is the local extent of the jurisdiction of the Central Criminal Court?

79. If A. steal a coat in Middlesex and is found with it on him in a county beyond the jurisdiction of the Central Criminal Court, where should he be tried for the larceny?

80. How many justices of the peace must attend to constitute a court of quarter sessions in a county beyond the Central Criminal Court?

81. Can a convicted felon give evidence, or be a juryman?

82. In what cases can husband and wife give evidence against each other?

83. How far is the evidence of an accomplice, with promise of pardon, admissible?

84. Is duelling, where death ensues, murder or manslaughter?

85. What is the general rule in criminal cases as to the admissibility in evidence of the declarations of deceased persons?

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.

LAW AGENTS.—I inclose you a circular and scale of charges which were received by my firm this morning, in an envelope marked private (and well it might be), from some people calling themselves "Law Agents and Accountants, Joint Stock Companies' Registration Agents, and Law Stationers," hailing from Southampton-row. It is truly astonishing how such people are allowed to trespass on the rights of the legal Profession, but it is even more singular that they should send their circulars to solicitors themselves. You will observe that their circular offers, or is supposed to offer, very great inducements to the country practitioner, as it states that their scale enables him to secure to himself nearly the full benefit of his charges; but I am sure all respectable country practitioners would prefer transacting their business through their London agents. The Incorporated Law Society should really take notice of letters of this nature, but it seems to view all inroads upon the rights and emoluments of the Profession with perfect apathy and indifference.

BRUTUS.

PRACTICE IN THE COLONIES.—May I ask the favour of your inserting this letter in the next publication of your widely diffused and influential journal. I write, Sir, to ask the opinion of yourself (if I am not asking too much), as also to obtain the opinions of some of your readers who are best calculated to give reliable information on the subject of this letter, which is undoubtedly one which affects very closely a great many young members of the Profession, and many who, like myself, are lawyers in embryo. I have for some time past been surprised to see the very large number of applicants for admission as attorneys at each term, and I feel sure that all of them cannot be provided for, or at least as gentlemen with good education should be, out of the law business done by our branch of the Profession, unless, indeed, the public, taking our sad circumstances into consideration, with a charitable intent, should become more than usually litigious. The question of emigration suggests itself as a remedy to many minds, my own included, and it is upon this important subject I ask the favour of your opinion, and the insertion of these few lines. If a gentleman has passed through his articles here in England, and has been admitted, would it be necessary for him to serve under fresh articles in one of our colonies (Australia for example) in order to enable him to practise there as a solicitor? Would thus going to Australia, after having been articled here, necessitate an entirely new course of legal study? What would be some of the greatest difficulties and disadvantages of an English solicitor thus emigrating? I have often heard the question of the advisability of "trying the colonies" suggested by young lawyers and those about to become such. Indeed, as far as I can see and hear, the subject engages many minds, so that I feel assured that if you would answer these queries you would not only be obliging myself, but also would be conferring a great benefit on the Profession, especially its younger members. There is no prospect, so far as I can see, of the demand for legal labour increasing, and, this being so, if the labour increases, as it appears to be doing fast, it can only have one effect, namely, that the remuneration for that labour must decrease, which decrease, I am sure, the man who has paid so heavily for his legal education, admittance, and certificate to practise, as most men do, cannot possibly bear. Under these circumstances then, Sir, would it not be beneficial to the Profession at large if the emigration of some of its members took place?
tions.

AN INQUIRER.

THE INTERESTS OF THE PROFESSION.—I fully agree with the editorial remarks which appeared in the LAW TIMES of the 1st inst., and with what was written by your correspondent, "A. B.," in the same impression. When that gentleman wrote, "Solicitors should combine, and, by acting in concert, uphold their privileges and secure their full emoluments," he hit upon the true and only remedy for most of the professional ills from which we suffer. Even our bucolic fellow-subjects in Warwickshire have recently taught us the power of combination. The present and past administrations have had to yield to the effects of well-concerted joint action, although they may have regarded acknowledged grievances urged by individuals without such combination with supreme contempt. The practical question is, How are solicitors to combine? I would suggest the formation of a new Solicitors' Association with head quarters in the metropolis and a branch in every county town in England and Wales. As the object is to make it truly represent the just requirements of the Profession at large, the subscription should be small (say a guinea or half a guinea a year), so that as many as possible might be induced to enrol themselves as members. It should have a general meeting of its members once a year in London, and occasional meetings in the large provincial towns, such as Liverpool, Manchester, Birmingham, Bristol, Nottingham, &c., which should be the seats of the district committee meetings. At such general meetings the general and district committees should be appointed, and the requirements of the Profession thoroughly discussed and a programme agreed upon. One of the chief objects of this association must be to have the "lower" branch of the Profession properly represented in the House of Commons, and all future legislation watched by the society, and its influence brought to bear upon it. It is consoling to know that we have at least two eminent London solicitors in Parliament at the present time. One object of the society, I propose, must be to increase that number until solicitors are fairly represented in the Lower House. There are, to my knowledge, several counties in England which do not possess any local law society, and I have observed that where such is the case, the *esprit de corps* is much lower than in those counties where such societies exist. The society need not wait for a building, there is a magnificent quadrangle at the Inns of Court Hotel in London, which would accommodate all who would assemble at the annual meeting, and I know of public rooms in all the other towns I have named where similar accommodation could be obtained. I do not profess to give anything like a detailed scheme. I, at present, have only sketched a very rough outline, but I trust that those, who like myself, have the interests of the Profession at heart, and recognise its requirements, will join me in elaborating a scheme which shall, at some future time, deserve the acknowledgments of our branch of the Profession.

AN ATTORNEY-AT-LAW OF TEN YEARS' STANDING.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.

Queries.

10. ARTICLES.—I was articled in March 1872 for five years, therefore the half of my term expires during the long vacation 1874. Is Easter Term 1874 the earliest in which I can be examined for my Intermediate, or can I go up in Hilary 1874?

VETUS.

11. STAMP.—Will one of your correspondents kindly inform me whether a copy court roll admittance out of court of a mortgagee requires a stump, and what?

C. B. A.

12. POOR LAW.—A young union clerk, a solicitor, would be glad if any of his professional brethren can inform him if they know of any case in which a grandchild (being of sufficient ability so to do) has been compelled to contribute to the support of his grandfather or grandmother, and under any and what statute.

G. K.

13. LEGACY DUTY.—J. G. by deed settled his real and personal estates upon trustees in trust, first for himself during his life, and upon his decease to convert the said estates into money, and out of the same money to pay to A. T., his sister-in-law, £70, and the remainder thereof to his nephew J. T. The settlement contains no power of revocation. Is the legacy to A. T., his sister-in-law, subject to legacy duty? if so, at what rate of duty per cent?

R. H. J.

14. NOT PROVEN.—Will any of your experienced readers answer me the following question? Can a criminal be arraigned the second time in Scotland with the verdict not proven?

15. POWER.—A. has a power of appointment of freeholds "by writing under his hand and seal." Can the power be exercised by a will according to the Wills Act (1 Vict. c. 26) and not sealed? The Act provides (s. 10) that if executed as there set forth a will shall be a valid exercise of a power of appointment notwithstanding a further solemnity is required by the instrument giving the power. But see *West* v. *Ray* (K. 392). Is sealing not an "additional solemnity" within the Act? See also Prideaux (44h edit., vol. 2, p. 269).

A. B. A.

16. CONVEYANCING.—A., by arrangement with B., purchased freehold and copyhold land to be conveyed to C. (the son of A. and son-in-law of B.). The contract was in the name of A., to whom by mistake the land was afterwards conveyed, the purchase-money being paid by B. A. died, having by his will dated in 1868, after devising other lands, given all his residuary, real, and personal estate, to two trustees upon trust to convert and divide the proceeds amongst his children living at his decease. The above mistake was not discovered until the estate had been wound-up, when, upon learning the facts the testator's other children agreed to any course requisite to rectify the error. The testator left five children, including two married daughters and a daughter now a minor. One of the trustees is now of unsound mind, but it is believed he understands the position of the matter sufficiently to execute any necessary deed. What course, under the circumstances, would it be advisable to take, and would any deed which may be executed require acknowledgment by the married woman?

SUBSCRIBER.

17. SALE OF GOODS—STATUTE OF FRAUDS.—Is a cheque for the value of goods over £10, drawn by the purchaser, and delivered by the purchaser of the goods to the vendor at the time of the purchase, and accepted by him as payment for the goods sufficient to satisfy the statute as "something in earnest to bind the bargain or in part payment," no part of his goods having been

received by the purchaser, nor any note or memorandum signed, &c.; and the cheque having been dishonoured before delivery of the goods? If yes, quote cases. R. G. B.

18. INNKEEPER—LOSS OF PROPERTY—NEGLIGENCE.—A. occupies an inn at D. He also occupies (under a different landlord) a booth on a racecourse, such booth being about two miles from the inn, and only used during the race week for the sale of ale and spirits. On Wednesday in the race week Y. handed his overcoat to the waiter at the booth with the sanction of A. to take care of. The coat was afterwards lost or stolen. Y. now claims damages for the loss. A. admits the facts, but says he is not liable as an innkeeper, the booth not being part of his inn, and that Y. was not a guest. Will any of your correspondents kindly give me their opinion and refer me to any cases? W. B.

19. CASE WANTED.—Where can I find a report of *Waite* v. *Waite* decided in the Divorce Court a few years ago? T.

[25 L. T. Rep. N. S. 847.—ED.]

20. COUNTY COURT—EQUITY—FEES.—A decretal order provides that property be sold with the approbation of the judge, and that conditions of sale and abstracts be prepared, subject to the approval of the registar. This necessitates the registrar (A) sitting to inquire into fitness and approve of auctioneer and time and place of sale; also to inquire into value of property and fix reserve bids, and (B) to peruse and settle conditions and abstracts, &c., for which no fees are set out in the table of fees. Can any brother registrar tell me from experience or cases if for A the fee for sitting to make inquiries may be made; or any fee may be charged for either A or B? REGISTRAR COUNTY COURT.

21. REPUDIATION OF BET.—A. bets B. that his neighbour's horse is black; B. bets A. that it is not. They each put £2 into the hands of C. as stakeholder. A. and B. go to see the horse and return satisfied that it is black. A demands the money from C.; B., although satisfied that the horse is black, and that he has fairly lost, "backs out" of the bet, and orders C. not to pay A. his (B.'s) £2 to A. C., however, pays it to A., the winner. Is he safe in so doing, under 8 & 9 Vict. c. 109, s. 18. or is he liable to an action by B. for money had and received? I have read *Varney* v. *Hickman* (17 L. J. 102. C.P.), but there the bet was repudiated *before* the event was ascertained, whereas in the case before put B. did not "back out," till *after* the event, was clearly ascertained Answers will oblige AN ARTICLED CLERK.

22. LESSORS UNDER MARRIAGE SETTLEMENT.—A. is entitled to an individual share in copyholds (as a joint tenant) which were included in the settlement on her marriage with B., now deceased, who covenanted to procure A., on her majority, to surrender her interest therein to the trustees upon the trusts of the settlement, which has never been done. It is now desired by all who are interested in the copyholds to grant a lease thereof. Who are the proper lessors? and would it be sufficient if the beneficiaries demised and the trustees ratified and confirmed? A. B. A.

23. THE TIPPLING ACT.—Can wine to the value of 20s. when consumed on the premises be recovered in an action at law? the Tippling Act only appearing to apply to spirituous liquors, and the County Court Act to beer, cider, &c. A. B. A.

Answers.

(Q. 1.) RELEASE OF DEBT BY WILL—LEGACY DUTY.—Legacy duty must be paid: (*Attorney-General* v. *Holbrook*, 3 Yo. & Jerv. 114). Z. Y.

— The forgiveness of a debt by will is in law a legacy, and is subject to lapse by the death of the debtor in the testator's lifetime: (*Elliott* v. *Davenport*, 1 P. Wms. 83; *Toplis* v. *Baker*, 2 COX., 118; *Ison* v. *Butler*; 2 Price, 34; but see and compare *Silthorpe* v. *Moxon*, 3 Atk. 580.) The observations of the Chief Baron in the judgment in *Toplis* v. *Baker* as to the mode of preserving a legacy from lapse are worth reading. When a testator by will releases a debt, this is in legal operation a legacy, so as to carry duty: (*Attorney-General* v. *Holbrook*, 3 Y. & J., 114; 12 Price, 407.) A. F. W.

(Q. 2.) PRACTICE IN COLONIES.—Admission to practice in the Colonial Courts, independent of express regulation, is legally in the discretion of the presiding officer. In some cases there are regulating Acts (*e. g.*, for New South Wales, 9 Geo. 4, c. 83), but I am not aware of any relating to Queensland. Attorneys and solicitors are admitted, as of course, on producing their certificates. Clark's Colonial Law may perhaps give further information, but the writer has no opportunity of referring to it. G. H.

(Q. 3.) NOTICE TO QUIT.—The notice though addressed to Brown and Robinson only would be a sufficient notice to Smith if it appeared on the face of it that the landlord intended to resume the sole possession of the entire property. As to the service of the notice it would be left to the jury to say whether the notice had not reached Smith. This they would probably presume under the circumstances: (*Jones* v. *Marsh*, 4 Term Rep. 464; *Doe* v. *Crick*, 5 Esp. Rep. 196; *Doe* v. *Watkins*, 7 East. 551.) Z. Y.

— Where two tenants hold premises in common, a notice to one of them is sufficient to determine the tenancy: (*Doe* and *Macartney* (*Lord*) v. *Crick*, 5 Esp. 196). It is evidence of a notice to the other tenant, who lived elsewhere: *Doe* and *Bradford* (*Lord*) v. *Watkins*, 7 East, 551; 3 Smith, 517.) Jones can eject Smith, Brown, and Robinson, and by the C. L. P. Act, 1852, s. 168, the writ must be directed to the persons in possession, and to all persons entitled to defend the possession of the property claimed. A. F. W.

— I think that the notice is insufficient. (See *Doe* d. *Bruby* v. *Roe*, 10 C. B. 663), which, though not directly in point, seems analogous. H. G.

(Q. 4.) AGENTS AND DEBT COLLECTORS.—By leave of the judge of a County Court any person may appear instead of the party "to address the court:" (15 & 16 Vict. c. 54, s. 10.) What persons not attorneys may not do is set out in 6 & 7 Vict. c. 73, s. 2, and the penalties for disobedience are prescribed by the 23 & 24 Vict. c. 127, s. 26. Z. Y.

— The judges of the Courts who allow these pests to appear are as much or more to be condemned than the "agents" themselves. Perhaps the best remedy is provided by the Stamp Act, 1870, ss. 59, 60. It is, however, a difficult question to deal with, especially when they are countenanced as they are by those before whom they appear. See also 6 & 7 Vict., c. 73, s. 2; 23 & 24 Vict., c. 127, s. 26. A person may be indicted for acting as an attorney, when not admitted or enrolled: (*R.* v. *Buchanan*, 8 Q. B. 883; 15 L. J., 2 B. 227, 13 J. 423, Q.B.) A. F. W.

— Unauthorised persons who practise as attorneys or solicitors may be either indicted or proceeded against for a contempt of Court. (See Pulling's Law of Attorneys, 3rd edit., 526.) H. G.

(Q. 5.) SUCCESSION DUTY ACT.—Succession duty, calculated in the usual way, is payable by the present owner in respect of the cesser of the annuity. When he purchased in 1871, his solicitor should have foreseen that duty would sooner or later be payable on the cesser of the annuity, and should have had it allowed for out of the purchase-money. The case was analogous to that of a purchase from tenant for life and remainderman. As to the rate of duty, by the combined effect of sects. 5 and 15 of the Succession Duty Act, the duty will be the same as would have been payable by A., that is, 10 per cent. T. E. H.

— I think that no duty is payable, since A., "the person originally entitled" (see sec. 15) was never liable to pay any. An able paper on the succession duties appeared in the LAW TIMES of the 4th Jan. last, to which I would recommend reference. H. G.

— The question involves very difficult considerations, which in all probability will require judicial authority in order to a satisfactory solution. Z. Y.

(Q. 6.) LOCAL AUTHORITY UNDER THE GAS WORKS CLAUSES ACT.—If A. F. W. had used a reasonable degree of diligence before penning his query he would have read sect. 4 of the Gas Works Clauses Act 1871; sect. 2 of the Gas and Water Works Facilities Act 1870, and these sections would have led him to schedule A. of the last mentioned Act, where he will find the desired information. Z. Y.

(Q. 7.) CONTRACT—DEBT—RUNNING ACCOUNT, &c.—The contract appears to have been one and indivisible. If B., therefore, in the first action could have recovered the further sum—but did not adduce evidence in support of his claim—he will be barred if he has elected under 9 & 10 Vict. c. 95, s. 82, and County Court Common Rule, No. 74 of 1867, to accept the money paid into court in full satisfaction of his claim, otherwise by the same rule "the cause may proceed." Z. Y.

— The splitting of causes of action is not allowed; but even assuming that Nos. 2 and 5 involved separate causes of action, B. could not now sue; for if the causes of action may be joined they must (*Girling* v. *Aldus*, 2 Keble, 617.) H. G.

(Q. 8.) INTEREST IN LAND.—S. A. should have given the circumstances relative to the agreement for mortgage. An agreement for a mortgage, where the deeds are deposited, is not within the Statute of Frauds as in such a case, "the contract is not to be performed but is executed:" *Russell* v. *Russell* (1 Bro. C. C. 269). In order to constitute an equitable mortgage it is essential that there should be an actual delivery, for a mere verbal agreement to make a deposit of this kind will be insufficient: *Ex parte Coombs*, in *Re Beavan* (4 Mad. 259); *Ex parte Coming* (9 Ves. 117), and equity will not enforce the specific performance of a written agreement to borrow a sum of money on mortgage: (*Rogers* v. *Challis*, 27 Beav. 175.) A. A. R.

— It would appear from *Jeakes* v. *White* (21 L. J. 265, Ex.), that an agreement for a mortgage of freehold land is an interest in land within the meaning of the 4th section of the Statute of Frauds. In that case the agreement (which was not in writing), was not an agreement for a mortgage, but merely to pay the expenses of the investigation of the title in case the loan should go off; but the observations of the judges most strongly imply that if it had been an agreement to mortgage it would have required to be in writing, as relating to an interest in land within the Statute. "Platt, B.—Was the defendant bound to mortgage the lands?" "Possibly he was not." "Alderson B.—Then the contract merely relates to the investigation of a title, not to any interest in land, and is not within the Statute." Pollock, C.B., concurred. A writing is doubtless essential, and it may be added that unless there is one the proposed mortgagee's solicitor cannot recover his charges from the proposed mortgagor, in case the negotiation should go off: (*Melbourne* v. *Cottrell*, 29 L. T. Rep. 293, Q. B.) T. E. H.

(Q. 9.) EJECTMENT.—This question is stated too succinctly. As it stands there can be but one answer—mere lapse of time is no ground for the presumption that the *cestui que trust* has acquired the legal estate. If S. B. had stated what the trust was, and what the dealings of the *cestui que trust* with the property have been, the way would have been clear to consider whether, according to the decided cases, there is such a probability that the legal estate has been conveyed that a jury would be directed to presume a conveyance. But as it is, I see nothing to prevent an application to the court for the appointment of a new trustee. T. E. H.

Replication.

(Q. 5.) SUCCESSION DUTY.—Neither "S." nor "A. A. B.," in answering this question, take any notice of sect. 7 of the Succession Duty Act, which enacts, "Where any disposition of property, not being a *bonâ fide* sale, and not conferring an interest expectant on death on the person in whose favour the same shall be made, shall be accompanied by the reservation or assurance of or contract of any benefit to the grantor, or any other person, for any term of life or for any period ascertainable only by reference to death, such disposition shall be deemed to confer at the time appointed for the determination of such benefit an increase of beneficial interest in such property, as a succession equal in annual value to the yearly amount or yearly value of the benefit so reserved, assured, or contracted for, on the person in whose favour such disposition shall be made." As the question supposes a sale in consideration partly of cash and partly of an annuity, it would appear to be a transaction within the exception of "a *bonâ fide* sale," and therefore no succession duty would be payable. Legacy duty is clearly payable under A.'s will for the proceeds of the sale under that will, but not succession duty upon the falling in of the annuity. I shall be glad to elicit further opinion upon the point, as a somewhat similar case has occurred to me. D.

LAW SOCIETIES.

LEGAL PRACTITIONERS' SOCIETY.

THE following is a prospectus issued by this Society:

This society has for its object the reform of the existing state of the Legal Profession. The want of such a society has long been felt, and the demand for it has been rendered all the more imperative by the recent and the impending legislative changes in our judicial system.

Societies for promoting these changes, as well as societies for the amendment of the law itself, already exist. This society is of a less ambitious character, and will confine its operations to the reform of proved abuses in connection with the Profession only

Although its basis is thus restricted, it will have no lack of work to perform. Among the subjects which are likely to engage its attention may be mentioned the following:

1. To define the rules of etiquette of the Legal Profession, and reduce them to a written code.
2. To define the rights and liabilities of the two branches of the Legal Profession *inter se*, as well as in relation to the public.
3. To place the government of the Legal Profession on a sound representative basis.
4. To protect the Legal Profession against the depredations of unqualified men.

Members of the Legal Profession of every degree, whether barristers or attorneys-at-law, solicitors, special pleaders, conveyancers, proctors, articled clerks, or students of the Inns of Court, are eligible for membership. Members' annual subscription, 5s. The expenses are not likely to be great, and the subscription has been fixed at an almost nominal amount, to secure the adhesion of as many of the Legal Profession as possible. Moral influence is much more needed than material aid. Any movement for the reform of the existing state of the Legal Profession, to be permanently successful, must necessarily proceed from within, and secure the hearty co-operation and support of both branches of the Profession.

Members of Parliament, and other laymen of distinction, are eligible for the office of vice-president. The annual subscription of vice-presidents is 1 guinea. Donors of 5 guineas are eligible as life vice-presidents.

Any further information may be obtained from the Hon. Secretary, Charles Ford, Esq., at the office of the LAW TIMES, 10, Wellington-street, Strand, London, W.C., to whom all communications should be addressed by members of the Legal Profession desirous of joining the society. Subscriptions may be paid to the Treasurer, W. T. Charley, Esq., D.C.L., M.P., 5, Crown Office-row, Temple, London, E.C.; or to the society's bankers, Union Bank (Chancery-lane Branch).

N.B.—A preliminary meeting will be held on *Thursday, the 20th inst., at* 7.30 *p.m.*, at the rooms of the Social Science Association, No. 1, Adam-street, Adelphi, London, W.C.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at 1, Milford-lane, Strand, W.C., on Wednesday, the 12th Nov., Mr. E. F. Stanway in the chair. Mr. Ellis J. Davis opened the subject for the evening's debate, viz.: "That a breach of contract for service ought not to be treated as a criminal offence." The motion was lost by a majority of six.

PETERBOROUGH ARTICLED CLERKS' DEBATING SOCIETY.

A MEETING of this society was held at the New County Courts, Peterborough, on Thursday evening, Oct. 30, John Percival, Esq., in the chair. The subject of discussion was, "A., a spinster, engaged to be married to B., demands a return of correspondence which has passed between her and B.; Can she subsequently sue B. for breach of promise of marriage?" Mr. Bower opened the debate. The motion was negatived by a majority of five.

LAW STUDENTS' DEBATING SOCIETY.

At the usual weekly meeting, held on Tuesday evening last, at the Law Institution, there being a good attendance of members, the following question was discussed: "On the winding-up of an insurance company, is the holder of a current policy entitled to prove for such a sum as would have been required at the date of the winding-up by a similarly constituted but solvent office, for a policy of the like amount, conditions, and premium?" On being put to the meeting at the close of the debate, the question was decided in the negative.

BRISTOL ARTICLED CLERK'S DEBATING SOCIETY.

A meeting of this society was held at the Law Library, Small-street, on Tuesday evening, the 4th inst., G. F. Prideaux, Esq., solicitor, occupying the chair. It was the first open night of the session, and a large number of members and several strangers were present. Mr. Doggett opened in the affirmative, "That the character and general policy of Cromwell have been unreasonably assailed." Mr. Kimber opposed, and after a spirited discussion, he obtained a large majority. The debate lasted until 10.30.

HUDDERSFIELD LAW STUDENTS' DEBATING SOCIETY.

On Friday evening, the 7th Nov., E. Tindal Atkinson, Esq., barrister-at-law, delivered a lecture before this society on the second part of the Judicature Act. On Monday evening the 10th Nov. the usual fortnightly discussion took place. The question for debate—"Is an innocent principal generally responsible for the unauthorised fraud of his agent?" was conducted in the affirmative by Messrs. William Brown and B. Crook; and in the negative by Messrs. J. H. Sykes, and J. Kidney. The question was decided in the affirmative. The honorary secretary, Mr. Geo. Fredk. Johnson, announced at the close of the discussion, that the prize offered by the president Henry Barker, Esq., for the best essay on the law of principal and agent had been awarded, by E. Tindal Atkinson, Esq., to Mr. M. J. Burn.

THE UNION SOCIETY OF LONDON.

At a meeting of this society, at 1, Adam-street, Adelphi, held on Tuesday evening, the 11th inst., the following subject was submitted to discussion, and carried by a majority of one: "That women should be admitted as members of the Universities."

LEGAL OBITUARY.

Note.—This department of the Law Times, is contributed by Edward Walford, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the Law Times Office any dates and materials required for a biographical notice.

WILLIAM ORANGE MARSHALL, ESQ.

We have to record the death of Mr. William Orange Marshall, solicitor, who died suddenly at his residence, The Elms, Grove-road, Southsea, Portsmouth, on the 3rd inst., at the age of sixty-six years. Mr. Marshall was articled to the late Mr. Alexander Poulden, of Portsea, and admitted in Easter Term, 1831. Mr. Marshall succeeded his father, as clerk to the late Portsea Commissioners, which office he held for a number of years, until the dissolution of that body upon the establishment of the Local Government Board, when he was unanimously elected as their clerk. In 1853, Mr. Marshall was elected Treasurer to the Corporation of the Borough of Portsmouth, and only resigned the office in June last, in consequence of failing health, when the counsel expressed by resolution their appreciation of the strict integrity with which he had discharged the duties, and which indeed characterised the whole of his professional career. In 1867, Mr. Marshall resigned the office of Clerk to the Local Board of Health, and joined Mr. William Pearce, of Portsea, with whom he continued in partnership until the time of his death. His rectitude and a willingness at all times to set aside his own interests in favour of those of his clients, secure for him a name of which his relatives and his professional brethren in Portsmouth may well be proud.

T. H. HADDAN, ESQ.

The late Thomas Henry Haddan, Esq., M.A., B.C.L., barrister-at-law, of Highgate, and of Lincoln's-inn, whose death at Vichy, France, on the 5th Sept., we have already announced, was the eldest son of the late Mr. Thomas Haddan, solicitor, of London, by Mary Ann, his wife, daughter of John Haddan, Esq. He was born in London in the year 1814, and received his early education at a private school at Finchley. In 1833 he became a member of Brasenose College, Oxford, and in 1838 was elected a Fellow of Exeter College. He took a double first class in classics and mathematics in Easter Term 1837; obtained the Chancellor's prize for the English essay in 1838, entitled, "The Tests of National Prosperity Considered," was elected Eldon Scholar 1840, and was elected to a Vinerian Fellowship in 1847. He was called to the Bar at the Inner Temple in Trinity Term 1841; was the author of two publications, one on the "Limited Liability Act," the other on the "Administrative Jurisdiction of the Court of Chancery." Mr. Haddan had a good and steady practice, both in equity and conveyancing, and was a sound and able lawyer, and highly proficient in classical literature and mathematical science. He was much beloved in private life and among his own friends. He was married in 1861 to Caroline Elizabeth Bradley, daughter of the late Captain James Bradley, R.N., and Caroline his wife, by whom he has left five children. His remains were interred at Vichy, France, on the 6th Sept., but are to be shortly removed to Highgate Cemetery.

R. M. RICHARDS, ESQ.

The late Richard Meredyth Richards, Esq., barrister-at-law, of Caerynwch, Merionethshire, and Cerrig Llwydion, Denbighshire, who died on the 4th inst., at his seat near Dolgelly, Merionethshire, in the fifty-second year of his age, was the only son of the late Richard Richards, Esq., of Caerynwch, who was many years M.P. for Merionethshire, and formerly Accountant-General of the Court of Exchequer, and one of the Masters of the High Court of Chancery, and who died in 1860. He was grandson of the late Sir Richard Richards, Lord Chief Baron of the Exchequer, and his mother was Harriett, daughter of Jonathan Dennett, Esq. The deceased gentleman, who was born in the year 1821, was educated at Westminster School, whence he proceeded to Merton College, Oxford, where he took his Bachelor's degree in 1842 and proceeded M.A. in 1846. He was called to the Bar by the honourable society of the Inner Temple in Michaelmas Term in 1846, and practised for some time as an equity draftsman and conveyancer, and went the Oxford circuit. He was a magistrate and deputy-lieutenant for Merionethshire, and served as High Sheriff of that county in 1865, and he was also Chairman of the Quarter Sessions, and a magistrate for the county of Denbigh. Mr. Richards was formerly a Lieutenant in the Merioneth Militia. He was twice married: first, in 1845, to Elizabeth Emma, daughter of William Bennett, Esq., of Farringdon House, Berks; and secondly, in 1863, to Louisa Janette Anne, only child of the late Edward Lloyd Edwards, Esq., of Cerrig-Llwydion, by whom he has left a youthful family.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Nov. 8.

Bellhouse, Thos. T. and Bond, Jas., solicitors, Manchester. Nov. 1. Debts by either

Bankrupts.

Erratum—In Gazette of Oct 28, for John Allan Park, read James Allan Park

Gazette, Nov. 7.

To surrender at the Bankrupts' Court, Basinghall-street.

Bowers, James, out of business, Windermere-rd. Upper Holloway. Pet. Nov. 4. Reg. Hazlitt. Sols. Messrs. Berkley, and Calcott, Lincoln's-inn. Sur. Nov. 19

Conington, H. F. gentleman, Regent-st. Pet. Aug. 20. Reg. Brougham. Sol. Angel, Great Marlborough-st. Sur. Nov. 21

Freystadt, Herrmann, Freystadt, Adolph, and Peiser, George, general warehousemen, Jewin-st, London; and Denton, near Manchester, under firm of Tueski, Sons, and Co.; and also at Atherstone, under style of A. Robinson and Co.; and Wilson-st, Finsbury, under style of Thomas Charlton, and Co. Pet. Nov. 3. Reg. Pepys. Sol. Sturt, Ironmonger-lane. Sur. Nov. 25

Piesse, George Augustus, dealer in jewellery, Lyon's-inn-chmbs, Strand. Pet. Nov. 5. Reg. Pepys. Sols. Buckler, and Co. Fenchurch-st. Sur. Nov. 18

To surrender in the Country.

Banks, James, mercantile clerk, Everton, near Liverpool. Pet. Nov. 19. Reg. Hime. Sur. Nov. 19

Dunn, George, dealer in pictures, Windsor. Pet. Nov. 1. Reg. Darvill. Sur. Nov. 22

Husband, Samuel, jun., carpenter, West Looe. Pet. Nov. 5. Reg. Pearce. Sur. Nov. 20

Lent, Frederick, victualler, Halifax. Pet. Nov. 5. Reg. Rankin. Sur. Nov. 20

Murdock, John, travelling draper, Bristol. Pet. Nov. 1. Reg. Harley. Sur. Nov. 19

Tomlinson, John Thomas, grocer, Rugby. Pet. Nov. 5. Reg. Kirby. Sur. Nov. 24

Gazette, Nov. 11.

To surrender at the Bankrupts' Court, Basinghall-street.

Elmore, Frank, professional singer, Colville-sq, Notting-hill. Pet. Nov. 7. Reg. Murray. Sur. Nov. 25

Filipowski, Denizen, merchant, Hewlett-terrace, Brixton. Pet. Nov. 7. Reg. Murray. Sur. Nov. 26

Hodges, James Clifford, no occupation, Marlborough-rd, St. John's-wood. Pet. July 23. Reg. Spring-Rice. Sur. Nov. 27

Harrison, Richard Wakefield, auctioneer, Askew-rd, Shepherd's-bush, and Archer's-st, Bayswater. Pet. Nov. 7. Reg. Murray. Sur. Nov. 25

Wood, Arthur, stock jobber, Addlestone, Chertsey, and Stock Exchange, London. Pet. Nov. 6. Reg. Pepys. Sur. Nov. 25

To surrender in the Country.

Bleachley, James, cloth agent, Manchester. Pet. Nov. 6. Reg. Kay. Sur. Nov. 27

Taylor, Edwin, cotton spinner, Higginshaw, near Oldham. Pet. Nov. 4. Reg. Tweedale. Sur. Nov. 24

Willcocks, Sampson, licensed victualler, Chichester. Pet. Nov. 7. Reg. Evershed. Sur. Nov. 26

Williams, Henry, quarryman, Llanelly. Pet. Nov. 8. Reg. Shepard. Sur. Nov. 22

Wright, William Horace, attorney Wootton-under-Edge, and Paper-bldgs, Temple, London. Pet. Nov. 8. Reg. Wilton. Sur. Nov. 22

BANKRUPTCIES ANNULLED.

Gazette, Nov. 4.

Craven, Francis, cotton merchant, Liverpool. June 9, 1873

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Nov. 7.

Alexander, Frederick, wholesale paper merchant, Portsea and Buckland. Pet. Nov. 5. Nov. 21, at two, at Totterdell's Commercial hotel, Portsea. Sol. Reed, Portsea

Baxter, John, warehouse keeper, Liverpool. Pet. Nov. 3. Nov. 20, at two, at office of Blease and Co., accountants, Commercial Chambers, Liverpool. Sols. Whitley and Maddock, Liverpool

Berry, Newton, druggist, Metheringham. Pet. Nov. 3. Nov. 14, at twelve, at offices of Sol. Williams, Lincoln

Chase, Sophia Ann, wife of Edward John Chase, out of business, Gosport, par. Alverstoke. Pet. Nov. 1. Nov. 19, at four, at office of Sol. King, Portsea

Clark, Hector Benjamin, tallow melter, Leadenhall-market. Pet. Nov. 4. Nov. 25, at three, at the Chamber of Commerce, 145, Cheapside. Sol. Keighley

Clements, Henry, hairdresser, Exeter. Pet. Nov. 3. Nov. 19, at eleven, at office of Sol. Daw, jun., Exeter

Cohen, Simeon, jeweller, Glossop. Pet. Nov. 5. Nov. 21, at three, at offices of Sol. Sampson, Manchester

Collier, William, provision dealer, Bolton. Pet. Nov. 5. Nov. 21, at two, at office of Sol. Ryley, Bolton

Corles, Lavinia Helen, widow, Portsdown-rd, Maida-hill. Pet. Nov. 3. Nov. 27, at eleven, at the Wheatsheaf hotel, Handet, Holborn. Sol. Robertson, Bedford-row

Dell, William, jun., labourer, Westbury. Pet. Nov. 4. Nov. 21, at eleven, at office of Sol. Shrapnell, Bradford-on-Avon

Edwards, Benjamin James, seedsman, Bishopsgate-st-within, and Strand. Pet. Nov. 1. Nov. 17, at two, at offices of Sol. Bohm, New-inn, Strand

Farrow, John Wesley, of no occupation, Bulwell. Pet. Nov. 1. Nov. 21, at three, at office of Sols. Cranch, Rowe, and Stroud, Nottingham

Field, John, Wood, William Shelleys, Wood, William, and Haynes, John George, stockbrokers, Warnford-ct, Throgmorton-st. Pet. Nov. 3. Nov. 26, joint creditors, at twelve; Nov. 28, sep. creditors of Field, at twelve; sep. creditors of W. S. Wood, at half-past twelve; sep. creditors of W. Wood, at one, at offices of Sols. Lawrence, Plews, and Boyer, Old Jewry-chmbs

Freeman, Edward Michael, wine merchant, Manchester. Pet. Nov. 5. Nov. 26, at three, at offices of Sols. Messrs. Higson, Manchester

Game, Thomas, harness maker, Tooley-st, Southwark. Pet. Oct. 27. Nov. 12, at twelve, at offices of Sol. Nind, St. Benet-pl, Gracechurch-st

Ginnett, William, travelling circus proprietor, Hopwood, near Heywood. Pet. Nov. 4. Nov. 26, at three, at office of Sol. Orton, Heywood

Girvan, Hugh, out of business, Liverpool. Pet. Nov. 5. Dec. 1, at three, at office of Sol. Ritson, Liverpool

Glover, William Henry, commercial traveller. Birkenhead. Pet. Nov. 1. Nov. 19, at eleven, at offices of Sol. Downham, Birkenhead

Gorse, Mary, poulterer, Liverpool. Pet. Nov. 4. Nov. 20, at three, at Vine, accountant, the Chambers, 20, Cable-st, Liverpool. Sol. Grocott, Liverpool

Gotto, John, linen draper, St. Neots. Pet. Oct. 31. Nov. 25, at twelve, at the Chamber of Commerce, 145, Cheapside, London. Sols. Davidsons, Carr, Bannister, and Morriss, Basinghall-st, London

Greenhalgh, Samuel, confectioner, Bury. Pet. Nov. 3. Nov. 19, at three, at offices of Sols. Messrs. Grundy, Bury

Guest, William, hosier, Liverpool. Pet. Nov. 5. Nov. 21, at three, at offices of Sols. Lawrence, and Dixon, Liverpool

Hardwick, John, jun., goldsmith, Leicester. Pet. Nov. 4. Nov. 20, at two, at office of Sol. Hunter, Halford

Harris, William, jun., commission agent, Bartlett's-bldgs, Holborn, and Hillside, Friern Barnet, Colney Hatch. Pet. Nov. 5. Nov. 24, at one, at offices of Sols. Dolman and Colegrave, Jermyn-st

Hatch, George, plumber, Great Yarmouth. Pet. Oct. 31. Nov. 18, at twelve, at Blake, accountant, Great Yarmouth. Sol. Palmer, Great Yarmouth

Heppell, Jane, spinster, dealer in boots, Durham. Pet. Nov. 3. Nov. 19, at three, at office of Sol. Marshall, Durham

Hewes, Stephen Candler, watchmaker, Ware. Pet. Oct. 31. Nov. 20, at eleven, at the Saracen's Head hotel, Ware. Sol. Jones, Colchester

Higginson, George, photographic artist, Southport. Pet. Nov. 5. Nov. 21, at two, at the Railway hotel, Southport. Sol. Lupton, Liverpool

Hill, Henry, provision dealer, Manchester. Pet. Nov. 4. Nov. 24, three, at office of Sols. Messrs. Heath, Manchester

Hopkins, Henry, corn merchant, Britannia-ter, Chelsea. Pet. Nov. 4. Nov. 27, at three, at offices of Sols. Wood and Hare, Basinghall-st

Howes, John, butcher, Lower Edmonton. Pet. Nov. 3. Nov. 25, at eleven, at the Four Swans hotel, Waltham-cross. Sols. Duffield and Bruty, Tokenhouse-yd

Irving, Robert, clog manufacturer, Carlisle Pet. Nov. 1. Nov. 18, at eleven, at office of Sol. Wannop, Carlisle

Jones, Hugh, boot dealer, Penisawarn. Pet. Oct. 31. Nov. 17, at two, at office of Sol. Jones, Carnarvon

Jowett, Eli, watchmaker, Bradford. Pet. Oct. 29. Nov. 15, at eleven, at office of Sols. Dawson and Greaves, Bradford

Leach, Charles Thomas, Leach, Samuel, and Harding, Frederick, tea merchants, Southampton. Pet. Nov. 3. Nov. 17, at twelve, at Edmonds, Davis, and Co., Poultry. Sol. Hickman

Lee, William, shoe maker, Crewe. Pet. Nov. 3. Nov. 25, at two, at office of Sol. Warburton, Crewe

Lloyd, Thomas, grocer, Norton Bridge. Pet. Nov. 3. Nov. 14, at eleven, at office of Sol. Brough, Stafford

Milner, Daniel, jun., publican, Honley. Pet. Nov. 4. Nov. 20, at eleven, at 1, Market-walk, Huddersfield. Sols. Messrs. Sykes

Morgan, Thomas, bootmaker, Aberystwith. Pet. Nov. 5. Nov. 18, at eleven, at offices of Sol. Atwood, Aberystwith

Morters, Robert John, grocer, Coxhole. Pet. Nov. 4. Nov. 26, at eleven, at Mawson's Station hotel, Durham. Sol. Brignall, jun., Durham

Munt, John William, jun., provision merchant, Southampton. Pet. Nov. 4. Nov. 24, at twelve, at office of Sols. Coxwell, Bassett, and Stanton, Southampton

Owen, Richard, farmer, Beddgelert. Pet. Oct. 29. Nov. 21, at eleven, at the Sportsman's hotel, Carnarvon. Sol. Williams, Carnarvon

Preston, John, plumber, Stretford. Pet. Nov. 4. Nov. 21, at eleven, at office of Sols. Addleshaw and Warburton, Manchester

Prince, James, trainer of horses, Patcham. Pet. Nov. 4. Nov. 19, at three, at offices of Sol. Goodman, Brighton

Prout, Thomas John, pianoforte tuner, Plymouth. Pet. Nov. 3. Nov. 25, at eleven, at office of Sol. Vaughan, Devonport

Purchase, Isaac Bentley, grocer, Lymington. Pet. Nov. 4. Nov. 18, at two, at the Chamber of Commerce, Cheapside. Sols Moore and Jackman

Pyne, William, in lodgings, Taunton. Pet. Nov. 1. Nov. 19, at ten, at office of Sol. Reeves, Taunton

Rice, George, clerk to a solicitor, Hereford-rd, Bayswater. Pet. Oct. 27. Nov. 15, at twelve, at Mr. Johnson's, 4, High-st, Marylebone. Sol. T. Johnson, 8, High-st, Marylebone

Richardson, George, leather factor, Leicester. Pet. Nov. 4. Nov. 21 at half-past eleven, at office of Sol. Harvey, Leicester

Rickwood, Charles, farmer, Purleigh. Pet. Nov. 3. Nov. 26, at three, at the Golden Fleece tavern, Chelmsford. Sol. Gowing, Basinghall-st

Roberts, William Henry, attorney, Golder's-green, Hendon, and Coleman-st. Pet. Oct. 22. Nov. 15, at half-past ten, at office of Bishop, 10, Queen-st-pl. Sol. Nethersole, New-inn, Strand

Sambrook, John, and Sambrook, Samuel, builders, Stoke-on-Trent. Pet. Nov. 1. Nov. 19, at eleven, at office of Sol. Stevenson, Stoke-on-Trent

Saunders, George Sharp, underwriter, Cornhill, and Reigate. Pet. Nov. 3. Nov. 21, at three, at the City Terminus hotel, Cannon-st. Sols. Wilson, Bristows, and Carpmael, 1, Copthall-bldgs, London

SAUNDERS, WILLIAM WILSON, underwriter, Cornhill, and Reigate, and Charlwood. Pet. Nov. 3. Nov. 21, at one, at the City Terminus hotel, Cannon-st. Sols. Wilson, Bristows, and Carpmael, Copthall-bldgs

SCHOEPFF, AUGUST, artist, Regent-st. Pet. Oct. 27. Nov. 20, at two, at office of Sols. Linklater, Hackwood, Addison, and Brown, Walbrook

SCHOFIELD, ABRAHAM, sen., SCHOFIELD ABRAHAM, son., and SCHOFIELD, JOSEPH, flannel manufacturers, Milnrow near Rochdale; Ogden, near Milnrow, Littleborough; and Goldsmith-st, London. Pet. Oct. 27. Nov. 18, at three, at the Albion hotel, Manchester. Sols. Sale, Shipman, and Seddon, Manchester

SEDGWICK, THOMAS WILLIAM, out of business, Commercial-rd, Peckham. Pet. Nov. 3. Nov. 18, at three, at office of Sols. Raven and Curtis, Queen Victoria-st

SEYMOUR, JOHN, gentleman, Shaftesbury-rd, Hammersmith. Pet. Nov. 4. Nov. 19, at two, at office of Sol. Bradford, Langbourn-chmbs, Fenchurch-st

SMITH, JOSEPH WILLIAM, greengrocer, Dewsbury. Pet. Nov. 4 Nov. 19, at two, at offices of Sol. Fryer, Dewsbury

SPENCER, JOHN FRANCIS, and SPENCER, RICHARD, grocers, Birmingham. Nov. 17, at three, at office of Sol. Fitter, Birmingham

STANLEY, JOHN, boot manufacturer, Leicester. Pet. Nov. 3. Nov. 20, at twelve, at office of Sols. Fowler, Smith, and Warwick, Leicester

STANTON, JAMES, and LONGMORE, JAMES, ironmasters, Westbromwich. Pet. Nov. 5. Nov. 21, at eleven, at the Talbot hotel, Oldbury. Sol. Shakespeare, Oldbury

STERRATT, ISRAEL, wood turner, Manchester. Pet. Nov. 3. Nov. 19, three, at office of Sols. Hinde, Milne, and Sudlow, Manchester

STEVENSON, JOHN, commercial traveller, Stoke-on-Trent. Pet. Oct. 30. Nov 24, at eleven, at office of Sols. Messrs. Tamkinson Baralem

TATLEY, PHILIP, out of business, Bolton. Pet. Nov. 3. Nov. 18, at three, at office of Sols. Hall and Rutter, Bolton

VICKERS, EDWARD, builder, Bedford. Pet. Nov. 4. Nov. 20, at eleven, at offices of Sol. Conquest, Bedford

WALTERS, FRANK, lithographer, Museum-st, Oxford-st, and Long-acre. Pet. Nov. 4. Nov. 20, at two, at office of Sol. Walls, Walbrook

WATSON, WILLIAM JAMES, commission merchant, Manchester. Pet. Nov. 4. Nov. 26, at ten, at office of Sol. Boote and Edgar, Manchester

WESTBROOK, JOHN EDWIN, baker, Deptford. Pet. Oct. 30. Nov. 27, at two, at office of Sol. Hathfield, Lincoln's-inn-fields

WHITEHEAD, JOHN, stonemason, Vauxhall-bridge-rd. Pet. Nov. 4. Nov. 19, at half-past ten, at the East Arms, Kempshead-rd, Lower Kennington-la, Lambeth. Sol. Bilton, Renfrew-rd, Kennington-lane

WINDEBANK, WILLIAM, grocer, Isle of Wight. Pet. Nov. 4. Nov. 25, at one, at office of Sol. Hooper, Lincoln's-inn-fields

WOOLFORD, CHARLOTTE, greengrocer, Cleveland-st, Fitzroy-sq. Pet. Oct. 28. Nov. 14, at ten, at 6, Beaufort-bldgs, Strand. Sol. Lind

WYCHERLEY, THOMAS, hosier, Middlesbrough. Pet. Nov. 5. Nov. 21, at eleven, at office of Bennison and Co., Middlesbrough. Sol. Dobson, Middlesbrough

Gazette, Nov. 11.

AINSLEY, THOMAS, grocer, Sunderland. Pet. Nov. 6. Nov. 24, at eleven, at office of Sol. Fairclough, Sunderland

BALL, CHARLES THOMAS, leather seller, Northampton. Pet. Nov. 6. Nov. 21, at three, at office of Sol. Becke, Northampton

BAPTIST, JAMES, leather seller, Goldsmith's-row, Hackney-rd. Pet. Nov. 6. Nov. 24, at twelve, at office of Messrs. Lovering, Gresham-st. Sol. Montagu, Bucklersbury

BARTLETT, CHARLES, Birmingham agent, Charles-st, Hatton-gdn. Pet. Nov. 7. Nov. 22, at eleven, at offices of Sol. Aird, Bastcheap

BRAND, WILLIAM HENRY, metal broker, Middlesborough. Pet. Nov. 3. Nov. 21, at eleven, at offices of Sols. Fawcett, Garbutt, and Fawcett, Stockton-on-Tees

CAMPBELL, ALEXANDER WISE, travelling draper, Bedminster. Pet. Nov. 8. Nov. 24, at two, at office of Sol. Ray, Bristol

CHAPMAN, JOHN, farmer, Huntingdon. Pet. Nov. 5. Nov. 26, at eleven, at the George hotel, Huntingdon. Sol. Hunnybun, Huntingdon

CHATTERLEY, JOHN, grocer, Birmingham. Pet. Nov. 5. Nov. 21, at twelve, at office of Sol. Free, Birmingham

CLAPTON, JOHN, out of business, Sidbury. Pet. Nov. 8. Nov. 26, at three, at office of Sol. Pitt, Worcester

DOBBS, GEORGE, carriage builder, Albion-rd, Hammersmith. Pet. Nov. 4. Nov. 19, at eleven, at offices of Sol. Marshall, King-st-west, Hammersmith

DORRINGTON, WILLIAM HOWITT, dealer in agricultural implements, St. Alban's. Pet. Nov. 5. Nov 20, at three, at the George hotel, St. Alban's. Sol. Annesley, St. Alban's

DUNN, JOHN, grocer, Kingston-upon-Hull. Pet. Nov. 6. Nov. 21, at twelve, at office of Sol. Jacobs, Kingston-upon-Hull

ELLIS, JOHN, bootmaker, Liverpool. Pet. Nov. 8. Nov. 26, at three, at offices of Gibson and Holland, public accountants, Liverpool. Sols. Harvey and Alsop, Liverpool

EMSEX, JONATHAN GILEAD, baker, Mile-end-rd. Pet. Nov. 1. Nov. 20, at two, at office of Ager, Barnard's-inn, Holborn. Sol. Roberts, Thanet-pl, Temple-bar

FARSTONE, WILLIAM, butcher, Romsey. Pet. Nov. 7. Nov. 25, at four, at office of Sol. Kilby, Southampton

FRANCE, WILLIAM, beerseller, Bedford Leigh. Pet. Nov. 7. Nov. 24, at eleven, at offices of Sols. Richardson and Dowling, Bolton

GOODALL, GEORGE, baker, King's-rd, Chelsea. Pet. Nov. 6. Nov. 21, at four, at the New Corn Exchange tavern, Mark-la. Sol. Cutler, Bell-yd, Doctors'-commons

HANNEL, ABRAHAM, baker, Kislingbury. Pet. Nov. 4. Nov. 19, at three, at office of Sol. Jeffery, Northampton

HENRY, MICHAEL LEON, of no occupation, Canonbury-ter, Islington. Pet. Nov. 6. Nov. 24, at three, at office of Sol. Coburn, Leadenhall-st

HODGKINSON, WILLIAM, shoe manufacturer, Chorlton-upon-Medlock. Pet. Nov. 7. Nov. 24, at three, at offices of Sols. Addleshaw and Warburton, Manchester

HOPKINS, WILLIAM, surgeon, Handsworth. Pet. Nov. 6. Nov. 24, at three, at offices of Sols. Wright and Marshall, Birmingham

HOWE, SAMUEL, Kettering, and BURRELL, WILLIAM ROBERT, Kettering and Lowestoft, shoe manufacturers. Pet. Nov. 7 Nov. 24, at twelve, at offices of Sol. Shoesmith, Newland

ISAACS, HENRY, carver, Leman-st, Goodman's-fields. Pet. Nov. 7. Nov. 24, at three, at office of Sol. Brighten, Bishopsgate-st-without

JOHNSON, THOMAS COATES, hotel keeper, Luton. Pet. Nov. 6. Nov. 25, at eleven, at the Guildhall coffee-house, Gresham-st. Sol. Cann, Fenchurch-st

KANE, CORNELIUS, boot dealer, Liverpool. Pet. Nov. 7. Nov. 25, at one, at office of Nine, public accountant, Liverpool. Sol. Drewe, Liverpool

KELLY, JOSEPH, builder, Pendleton. Pet. Nov. 5. Nov. 24, at three, at offices of Sols. Sutton and Elliott, Manchester

LIVERSIDGE, DAN, yarn spinner, Almondbury. Pet. Nov. 6. Nov. 24, at three, at office of Sol. Ramsden, Huddersfield

LUGAR, FRANCIS ALBERT, chemist, Derby. Pet. Nov. 8. Dec. 3, at two, at offices of Sol. Hextall, Derby

MALLINSON, STEPHEN, commission merchant, Bread-st. Pet. Oct. 25. Nov. 20, at two, at the Guildhall coffee-house, Gresham-st. Sols. Phelps and Sidgwick, Gresham-st

MANN, ROBERT, jun., builder, St. Alban's. Pet. Nov. 4. Nov. 21, at three, at office of Sols. Mills and Lockyer, Brunswick-pl, City-rd

NATABLE, WILLIAM GEORGE, box manufacturer, Twister's-alley, Bunhill-row. Pet. Nov. 7. Nov. 25, at eleven, at office of Sols. Messrs. Anderson, Ironmonger-la

MATTHEWS, SAMUEL, butcher, Newton Abbot. Pet. Nov. 7. Nov. 27, at twelve, at Magor's Commercial hotel, Newton Abbot. Sol. Watts, Newton Abbot

MILLER, JOHN GRAHAM, draper, Congleton. Pet. Nov. 7. Nov. 22, at eleven, at office of Sol. Cooper, Congleton

MITCHELL, HENRY, DAY, EDWARD JOSEPH, and BUTTERWORTH, JOSEPH, woollen manufacturer, Dewsbury. Pet. Nov. 7, Nov. 24, at three, at the Royal hotel, Dewsbury, Sol. Ibberson. Dewsbury

MITCHESON, JOHN, grocer, South Shields. Pet. Nov. 8. Nov. 26, at three, at office of Sol. Mabane, South Shields

MYERS, FREDERICK, professor of music, Nottingham. Pet. Nov 7. Nov. 26, at twelve, at offices of Sols. Wells and Hind, Nottingham

OLIVER, JOSEPH, plumber, Metheringham. Pet. Nov. 7. Nov. 25, at eleven, at office of Jay, accountant, Lincoln. Sol. Page, jun., Lincoln

OSMOND, JOSEPH, soda water manufacturer, Swindon. Pet. Nov. 8. Nov. 25, at two, at the Railway hotel, Barker's, New Swindon

PALMER, RICHARD, Bloom-st, Lower Norwood. Pet. Nov. 8. Nov. 26, at two, at office of Sols. Halse, Trustram, and Co., Cheapside

PENMAN, SAMUEL, chair manufacturer, Sweet Apple-ct, Bishopsgate-st-without. Pet. Nov. 7. Nov. 24, at one, at offices of Sol. Batteley, London-wall

PHILPOTT, FREDERICK STEPHEN, farmer, Redmarley D'Abitot. Pet. Nov. 6. Nov. 25, at twelve, at offices of Sols. Messrs. Corbett, Worcester

POCOCK, THOMAS, grocer, Duke-st, Grosvenor-sq. Pet. Nov. 6. Nov. 24, at two, at 6, Portman-st, Portman-sq. Sol. Cooper

RANDS, WALTER JAMES, stationer, Hampstead-rd. Pet. Nov. 5. Nov. 25, at two, at office of Sols. Messrs. Eyre, John-st, Bedford-row

RIBBONS, ELIJAH, pork butcher, Southampton-st, Camberwell. Pet. Nov. 7. Nov. 24, at two, at offices of Birchall, London-wall. Sol. Harrison, London-wall

RIDER, RICHARD, miller, Newland. Pet. Nov. 7. Nov. 25, at one, at office of Sols. Messrs. Watson, Kingston-upon-Hull

ROBINSON, JOHN, licensed victualler, Stockton-on-Tees. Pet Nov. 6. Nov. 25, at eleven, at office of Sol. Robinson, Darlington

ROBINSON, PATRICK, woollen draper, Sheffield. Pet. Nov. 1. Nov. 24, at three, at offices of Sol. Milnes, Huddersfield

SAUNDERS, HENRY, builder, Rochampton Priory Park. Pet. Nov. 3. Nov. 19, at three, at office of Sol. Ditton, Ironmonger-lane

SHAW, HUGH, bricklayer, St. Helen's. Pet. Nov. 6. Nov. 24, at three, at offices of Sol. Messrs. Quinn, Liverpool

SHEPHERD, JAMES, woollen carder, Rochdale. Pet. Nov. 6. Nov. 24, at three, at office of Sols. Messrs. Roberts, Rochdale

SMITH, JOHN, joiner, Fenton. Pet. Nov. 3. Nov. 27, at eleven, at offices of Sols. Adderley and Marfleet, Longton

SMITH, WILLIAM, builder, Birmingham. Pet. Nov. 5. Nov. 22, at eleven, at office of Sol. Ledbury, Birmingham

STYLES, AUGUSTUS, farmer, Stone. Pet. Nov. 7. Nov. 28, at eleven, at office of Sols. Haywards, Keele, and Swann, Dartford

TAYLOR, SAMUEL, carved oak furniture manufacturer, High-st, Fulham. Pet. Oct. 30. Nov. 20, at two, at office of Sol. Verzede, Craven-st, Strand

TAYLOR, THOMAS, chemist, Bloxwich. Pet. Nov. 7. Nov. 25, at two, at office of Sol. Clark, Willenhall

THOMAS, JOHN, grocer, Talleslu, par. Llanoynfelin. Pet. Nov. 5. Nov. 21, at twelve, at office of Sol. Jones, Aberystwith

THOMPSON, JOHN, hatter, Derby. Pet. Nov. 6. Nov. 26, at two, at offices of Sol. Hextall, Derby

THURSTANS, THOMAS, licensed victualler, Wolverhampton. Pet. Nov. 7. Nov. 24, at eleven, at offices of Sol. Turner, Wolverhampton

VANE, GEORGE, brassfounder, Birmingham. Pet. Oct. 22. Nov. 22, at ten, at office of Sol. East, Birmingham

WARDEN, JAMES, commission agent, Birmingham. Pet. Oct. 18. Nov. 17, at ten, at office of Sol. East, Birmingham

WELLS, JAMES, corn merchant, Wynford-rd, Islington. Pet. Nov. 8. Nov. 29, at two, at office of Webster, Basinghall-st. Sol. Popham, Vincent-ter, Islington

WILKINSON, WILLIAM, commercial traveller, Sheffield. Pet. Nov. 3. Nov. 20, at twelve, at office of Sol. Fairburn, Sheffield

WRIGHT, BERNARD ST. JOHN, draper, Marlborough-ter, Upper Holloway-rd. Pet. Nov. 6. Nov. 26, at three, at office of Sol. Davis, New-inn, Strand

YATES, JOHN, machine maker, Birstal. Pet. Nov. 8. Nov. 25, at three, at office of Sol. Ibberson, Dewsbury

ZEWYBAUM, ABRAM BEAR, builder, Beaumont-sq, Mile-end-rd. Pet. Nov. 8. Nov 27, at three, at offices of Sols. Ingle, Cooper, and Holmes, City Bank-chbs, Threadneedle-st

Orders of Discharge.

Gazette, Oct. 30.

BUNN, JOHN, charter master, Saltwell s Coppice, Kingswinford

CHINNOCK, GEORGE WILLIAM, builder, Tibbat's-road, Bromley

Gazette, Nov. 7.

GIBLIN, WILLIAM, baker, High Ongar

BIRTHS MARRIAGES AND DEATHS

MARRIAGE.

ADAMSON—SYNNOT.—On the 28th Aug., at Geelong, Victoria, Travers Adamson, Esq., barrister-at-law, to Catherine, younger daughter of the late George Synnot, Esq., of Fernside, near Geelong.

DEATH.

GOODE.—On the 2nd inst., at Belle Vue, Ryde, aged 80 years, Henry Goode, Esq., barrister-at-law.

To Readers and Correspondents.

Anonymous communications are invariably rejected.
All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.

TO SUBSCRIBERS.

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All communications intended for the Editor of the Solicitors' Department should be so addressed.

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The Law and the Lawyers.

IT is said to be the intention of our present Government to depart from the ancient practice of regarding the Chief-Justiceships of the common law courts as the necessary rewards of law officers. We are inclined to think that this is acting in strict accordance with the spirit of the age, which Mr. DISRAELI says is evidence of supreme wisdom, for it cannot be disputed that the modern lawyer developes very little of the peculiar talent necessary to properly qualify a law officer. A law officer must be something more than a good lawyer—perhaps more of a Parliamentary debater and a man of letters than of a lawyer. For this reason we incline to think that Mr. HARCOURT will make just such a law officer as we want at present. But it is perfectly clear that he would make an inefficient Chief-Justice of any of our common law courts; and if, by the further elevation of Mr. JAMES, Mr. HARCOURT became Attorney-General, it is certainly desirable that the next vacancy in the Chief-Justiceships should not be regarded as his as a matter of right.

THE Great Western Railway Company has been particularly unfortunate in the cases which it has contested lately, but it evidently cares little whether it wins or loses in the County Court. In an action brought by Mr. FORSYTH to recover damages for unpunctuality, a sufficiently vigorous defence was made; but in another case heard on the same day (a short report of which we have published) "Mr. MASON, from the Company's Paddington office," attended on their behalf. A question of law arose out of the plaintiff's case, which was reserved, and "Mr. MASON" was proceeding to cross-examine the plaintiff, when he was very properly stopped by the judge, Mr. STONOR, who observed that the company ought to have been represented by a professional man. The question of law raised was whether horse-clothing was personal luggage. "Mr. MASON" contended that it was not. The horse-clothing in question was wrapped up and labelled as the luggage of the person to whom it belonged, and the weight was not objected to. There could be no great difficulty in dealing with such a point as this, but it is to the interest of companies as well as individuals to be efficiently represented in Courts of law.

THE Court of Exchequer had recently to consider the important question of the jurisdiction vested in masters to remit actions to the County Court. Baron BRAMWELL said that there appeared to be an impression that masters had no power to deal with summonses for such purposes, and declared this impression to be erroneous. In the particular case a dressmaker, whose means were small, suffered damage by an accident when getting into the defendant's omnibus. She brought her action, and a summons was taken out under the County Court Act 1867, to refer the cause to a County Court. The parties went before Sir F. POLLOCK, who declined to make any order. On appeal to Mr. Justice DENMAN, he made no order, but without prejudice to an application to the court, which was accordingly made, and the court held that the master had jurisdiction: the parties had gone before him, he had made no order, and that should be final, he having declared in effect that it was an action fit to be tried in the Superior Court. We refer our readers to the report of the case in our issue of the LAW TIMES Reports of this week; it will be found instructive as to the jurisdiction and practice at judges' chambers.

AT a meeting of the King's-cross Branch of the Amalgamated Society of Railway Servants, held last week, it was stated that Mr. Bass was framing a bill to secure compensation to railway servants injured in the performance of their duties. Of course everyone will sympathise with the wish of a hardworking, and in many cases overworked, body of men, that their death or injury by accident should not leave their families altogether without provision for the future. Whether, however, it is the duty of railway companies to make provision in such cases is open to question. It is difficult to see how any distinction can be made between the case of the servants of railway companies and servants engaged in other employments. The well-known rule on the general question is that a servant cannot recover from his master compensation for injuries caused by the neglect or misconduct of his fellow-servant. The reason for this rule is that a servant enters on his employment knowing the risks of the particular service, and agreeing to accept his fellow servants as competent to perform their duties. If he is dissatisfied with his position and the risks attached to it, he can leave, but his continuance therein must be taken as proof that he is satisfied. It may be added that if a liability of this kind were attached to masters it would be almost impossible to carry on a business of large extent, and in which many hands are employed. This being the general rule, can a distinction be drawn between servants generally and railway servants. We can see no reason for such a distinction. It will no doubt be urged that the risks attached to the working of railways are very great, that the operations are extensive and complicated, and the number of servants very large; that consequently the risks are very much increased. There is another reason which will have its effect, though it will probably not be put forward, namely, that it is always fair to make a railway company pay as much as possible because they can afford it. If this mode of reasoning were sound, it would apply to many other occcupations, as to miners and sailors, but we think it is not sound. A railway servant, a miner, or a sailor, enters on his employment subject to the risks incident to it, and his remuneration should be proportionate. Here is the point where any remedy for the hardships endured by railway servants should be applied. The railway companies may fairly be called upon to pay such

wages as will enable their servants to provide against the effects of accident, either by saving or insurance, but neither railway companies nor any other employers of labour can be made to insure their servants against their fellow servants' carelessness or neglect. There are cases where accidents are caused by the overworking of signalmen or guards, or by the neglect of the directors to provide proper appliances for working the system. But in these cases the real remedy is not to alter the law, but to bring the fault home to the directors or employers, when the law, as it at present stands, would meet the case; for masters are now liable to their servants for the consequences of their own faults. If such a Bill as that alluded to is introduced into Parliament it will undoubtedly meet with strong opposition on the part of the railway companies, and their advocates will not want reasons to urge against its being passed into law.

THE County Court Judge of Surrey has decided a case on the Married Women's Property Act 1870, which gives it, we think, a more extended operation than can be safely sanctioned. It was alleged that the married woman, whose goods had been seized, had invested her separate earnings in such goods. She kept a lodging house, and her husband lived with her. It was argued by counsel for execution creditors that as the claimant's husband was living with her in the lodging house, she could not be said to have carried on the business of such lodging house separately from her husband. To this his HONOUR replied, "I think that if it had been the intention of the Legislature to limit the provision of the Act to cases where the wife lived apart from her husband, or gained her earnings or wages at some other place than where her husband resided, such intention would have been clearly and unequivocally expressed, and that it is not necessary for the separate carrying on of a business by a married woman that she should live apart from her husband, or gain her earnings or wages elsewhere than where he resides, but only that he should not carry on, or assist, or take part in carrying on such business." Any construction may be placed upon an Act so ill-framed as the Married Women's Property Act, and it would hardly be possible to say that it was wrong; but we think the Act should be so construed as to prevent frauds upon creditors, which the construction of the learned County Court Judge obviously facilitates.

MR. VERNON HARCOURT is not a Solicitor-General of the conventional type. Having been for a number of years a member of the Parliamentary Bar, he relinquished the active practice of his profession to pursue political honours. The line which he has taken in the House, however, has been of a *quasi*-legal character, his greatest hits having been made in connection with International law and the law of conspiracy. His success as a debater, although marred in a measure by some faults of temper, has been unquestionable, and that he possesses very considerable power is universally admitted. From a political and administrative point of view a man with these qualifications must be a most desirable law officer; but we anticipate that his want of familiarity with the practice of the ordinary tribunals will be found to be a drawback of no small magnitude. And we cannot consider him fortunate in being led by an Attorney-General who, excellent as he would have been as a subordinate, is not of the calibre to which we have been accustomed in our first law officer. This is not so much Mr. JAMES's fault as the fault of accidental circumstances. Rarely has a rise been so rapid; he had not the opportunity of learning the elementary duties of his office—which he would soon have done under such a master as Sir JOHN COLERIDGE—before the post above him became vacant. The rather singular combination of talent which we find in our law officers will therefore be entitled to every consideration if in some respects it fails of practical efficiency. Generally, no doubt, Mr. HARCOURT will give strength to the Government, and if his zeal for law reform does not abate under the influence of office we may look forward to some useful measures of a practical character.

Two important cases arising out of the liquidation of the Bank of Hindustan, China, and Japan were before the Court of Appeal in Chancery on Wednesday. The appeals came from Vice-Chancellor WICKENS' Court; one decision appealed from being that of the late VICE-CHANCELLOR, and the other that of Lord Justice JAMES sitting for him. The effect of those decisions was to declare the right of CAMPBELL, HIPPISLEY, and ALISON to repayment with interest of all moneys paid by them upon exchanging their shares in the Imperial Bank of India, China, and Japan, in pursuance of an arrangement entered into between the two banks under which the business and assets of the Imperial were transferred to the Hindustan, while the capital of the Hindustan was to be increased from £2,000,000 to £4,000,000 by the issue of 20,000 new shares, which were to be offered to the Imperial shareholders upon certain terms. The question involved was whether the resolutions authorising the increase of capital were good under sect. 12 of the Act of 1862, and bound the dissentient shareholders of the Imperial. That section says that any company may so far modify the conditions contained in its memorandum of association, if authorised to do so by its regulations as originally framed, or as altered by special resolution as thereinafter mentioned, as to increase its capital by the issue of new shares of such amount as it may deem expedient or to consolidate and divide its capital into shares of larger amount than its existing shares. Sect. 50 gives power to the company in general meeting to pass a special resolution altering the regulations contained in the articles of association. The dry point was whether, having altered their regulations by special resolution, the bank could issue new shares. "If," said Lord SELBORNE, "the effect of the resolution was necessarily to alter the regulations of the company—that is, the articles of association as originally framed—by authorising an increase of the capital by the issue of new shares which those articles did not authorise, then I think it was sufficient to enable the company to modify, by an actual issue of new shares, pursuant to that authority, the conditions as to the amount of capital of the company contained in the memorandum of association." The LORD CHIEF BARON, when the question of the effect of the resolution and the actual issue of shares was before the Exchequer Chamber in *Alison's* case, came to the conclusion that the resolution was bad as attempting to combine, *uno flatu*, two operations, namely, the authorisation of the increase of capital by the issue of new shares, and the actual increase of such capital by the creation of such new shares—the one, in his opinion, being a condition precedent to the second. On this the LORD CHANCELLOR differed, being of opinion that it is not necessary that the second of these two operations should be performed by any resolution at all. "The authority to make the issue," his Lordship said, "was indeed required to be given by a special resolution; but the power of issue, when once given, was capable of being exercised by the board of directors." This is a principle which is of importance beyond the particular cases which were under review.

THE law of extradition has been for a long time in an uncertain condition, and the practice ill-defined. The recent discussion before the Court of Common Pleas, in the case of *Emile Ferrand*, a French prisoner, showed that recent legislation has taken a leap which is of very questionable expediency. The question in *Ferrand's* case was, whether evidence could be taken in England in relation to a prosecution pending before foreign tribunals. The objections to allowing such a course raised by Mr. Justice KEATING, were, that the application to the court must necessarily be *ex parte*, and the proceedings conducted in the absence of the prisoner; and, further, the Act of 1856 directed that the Lord Chancellor and two Judges should frame rules for giving effect to the provisions of the Act, and regulating procedure under it, which had not been done. To the first objection the case of *Re Elise Counhaye* (28 L. T. Rep. N. S. 761), is an answer. There Mr. Justice BLACKBURN said: "I believe we are all agreed that the 14th section (of the Extradition Act 1870), makes depositions admissible in evidence, provided they are duly authenticated without regard to their having been taken in the manner required by our law. Whether depositions are taken upon the investigations of the particular charge made in this country, or whether taken in the presence of the accused, are matters which we need not consider as affecting the admissibility of the documents. I believe those are points which are seldom or never considered of importance in other European countries, and the section is, I think, satisfied if the authentication is established." His Lordship added, for the guidance of magistrates, "I wish, however, to guard myself from being supposed to lay down that a magistrate should accept as indisputable all that is deposed against a person in his absence, or upon a charge against another person. Such a deposition he should take, of course, with qualification, although he cannot refuse to admit it." In *Ferrand's* case the application was not, as in *Counhaye's* case, to discharge a prisoner out of custody, but to examine witnesses in England in order to furnish the French Government with materials for the prosecution of the prisoner in France. Sect. 14 of the Act of 1870 enacts that depositions or statements on oath taken in a foreign State, and copies of such original depositions or statements, and foreign certificates of or judicial documents stating the fact of conviction may, if duly authenticated, be received in evidence under this Act. By the Amendment Act of the present year this section was made to include affirmations and copies of affirmations. Then, sect. 5 of this last Act provides that a Secretary of State may, by order under his hand and seal, require a police magistrate or a justice of the peace to take evidence for the purposes of any criminal matter pending in any court or tribunal in any foreign State; and the police magistrate or justice of the peace, upon the receipt of such order, shall take the evidence of every witness appearing before him for the purpose, in like manner as if such witness appeared on a charge against some defendant for an indictable offence. . . . . "Such evidence may be taken in the presence or absence of the person charged, if any, and the fact of such presence or absence shall be stated in such deposition." Mr. Justice BRETT remarked that had it not been for this section he should have thought it was

a fundamental principle of English law that no examination should be taken in a prisoner's absence. So that we have an Act of Parliament in direct conflict with the fundamental principles of our law—and this simply to facilitate legal procedure in a foreign State. The Court of Common Pleas have not yet arrived at any decision, and it is certainly remarkable that they should hesitate to make an order so as to bring the statute of this year into full operation.

ADJOURNMENTS OF CRIMINAL TRIALS.

A VERY grave question is raised by the adjournment of the Tichborne trial for the purpose of obtaining further evidence—a grave question not only as regards that particular case, but as regards all criminal trials in general. If the adjournment was not warranted in law there can be no doubt it is an error in the law which will invalidate the trial. If it was warranted in law, then it will alter the whole of our criminal procedure, and have grave results on the administration of justice. Beyond all doubt Judges have always hitherto been under the impression, and been firmly persuaded, that there was no power of adjournment in criminal cases, any more than for the discharge of a jury except for actual physical necessity. In old times it was not unusual to discharge a jury in order to allow the prosecution to get fresh evidence, but Lord Hale and Mr. Justice Foster both reprobated the usage as an abuse, and Foster said, "Let us hope the question will never again be raised whether such a practice can be right." It is obvious that Judges resorted to the practice because they were well aware that they had no direct power of adjournment for purposes of evidence, and so they sought to attain their object by indirect means. An adjournment for purposes of evidence has never been heard of either in a civil or a criminal case. No doubt actual physical necessity would justify a discharge of a jury or an adjournment; and thus, in 1754, in the trial of Elizabeth Canning for perjury, which lasted fifteen days, the trial was adjourned *de die in diem*. But except on the ground of physical necessity no adjournment could take place in a criminal trial, either for felony or misdemeanor, and so said Lord Chief Baron Macdonald when alluding to *Canning's* case, as one of necessity. "There," he said, "*physical necessity forced an adjournment.*" But in 1781, in the trial of Lord George Gordon, Lord Mansfield sat from eight in the morning until five the next morning, which he would not have done had he not felt bound in law to sit as long as he found it physically possible.

In the trials for high treason in 1794, which lasted several days, Lord Ellenborough and Lord Chief Baron Macdonald expressly recognised the general rule in cases of felony or misdemeanor, and put the adjournment on the ground of *physical necessity*, concluding thus: "except in the case of physical necessity or impossibility the rule ought to be observed." And the adjournment was also strictly limited to the necessity, and Lord Ellenborough said the court must sit from day to day as "closely and diligently as they could." The same principle was laid down by Lord Kenyon in 1796; and he expressly put the adjournment from day to day on the ground of actual physical necessity. He also carefully directed a special entry on the record of the necessity for the adjournment, obviously in order to guard against error in law which would otherwise lie; for there would be a *hiatus* in the proceedings otherwise unexplained and unjustified, according to the settled rule of law, and the result would be that the trial would be invalid. If it were not so then there would be an arbritary power of adjournment for any reason, and among others to enable the prosecutors to better their case, the very thing which Hale and Foster deprecated as an abuse. Therefore the reason for the adjournment must appear on the record, and be a reason valid in law. The same rule of law was laid down by the Court of King's Bench in the time of Lord Tenterden, that in a criminal case, whether misdemeanor or felony, there can be no adjournment, except for actual physical necessity. The only difference is that in cases of felony the jury cannot be allowed to separate during the necessary adjournments from day to day. The general rule was the same. There was no power of adjournment for purposes of justice, either in civil or criminal cases. Hence the most iniquitous lawsuits took place daily from the want of evidence which could often have been supplied, but no such thing as an adjournment for the purpose ever took place. Criminals were acquitted at every assize owing to the absence of evidence which could often be supplied, and no one ever dreamt of a general power of adjournment for purposes of justice. In 1853 the Common Law Commissioners reported that it was unfortunate that in civil cases there was no such power, and in the Act of 1854 an enactment was inserted which conferred it. But the law in criminal trials remained the same; and hence the greatest of our judges have held, over and over again, that there was no power of *adjournment* for purposes of evidence. Among those who have so held have been Gurney, Wightman, Cresswell, Willes, and Watson. The utmost that they have ever been known to do has been to *wait* for an hour or two; suspending the trial; not adjourning it; *and keeping the prisoner meanwhile in the dock*—in order to avoid even the appearance of an adjournment. In 1865 Mr. Denison's Act passed, for assimilating the practice of criminal trials to civil, but it contained no enactment on this head. And in 1866 the Court of Queen's Bench, in *Winsor's* case, fully adopted the doctrine of Foster and Hale that the court could not discharge a jury in order to enable the prosecution to get further evidence; and only upheld the power in cases of *actual necessity*. The same doctrine was upheld in the court of error, and though there are *dicta* in the judgments which are wider than the *decision*, the record showed a case of actual necessity, arising from various physical causes, and the judgment only was that it *did* show such a case of necessity. Several hours had elapsed; it was near midnight on Saturday, and the commission was to be opened at the next assize town, where the business was heavy, and the jury were not likely to agree. The result was a very strong case of actual necessity, and it was fully stated on the record. It was quite understood in that case, and is implied in the judgment, that if a good cause for the discharge was not shown it would have been error in law, for the case went to a court of error on that ground. The same rule of law applies to an adjournment, and the discharge of the jury was only resorted to in lieu of an adjournment, because an adjournment was known to be inadmissible. A very high degree of actual necessity was never sufficient to justify the discharge of a jury; but the judges have held for centuries that there must be an actual physical necessity to justify an adjournment. If it were otherwise the whole of our criminal system of justice would have to be altered, and the gravest inconveniences would arise. What Justice Mellor meant by saying that it has been done "hundreds of times" no one can surmise? No one engaged in the practice of criminal justice has ever heard of it, and the greatest Judges in our own times have declared that it was inadmissible. The passage cited by Mr. Justice Lush from Archbold's Criminal Pleading is utterly incorrect, as anyone will see who examines the original cases. They were not cases of adjournment at all, but only a brief suspension of the trial on account of some unavoidable accident. No one can say that in the present case there is any accident or neccessity, nor any greater expediency for purposes of justice than always appears when an unforeseen defence is made. This constantly happens at sessions and assizes; and though there may be good ground for legislation, that does not justify a change of the law by the judiciary. The defeat of justice in a particular case has often happened, but it was never considered enough to warrant the judges in altering the rules of law. The Judges are sworn, not to administer justice but to administer justice *according to law*. That means according to settled rules and traditions. And no one has ever yet heard of a power in the Judges to do whatever they think good for the furtherance of justice. Such a notion must be erroneous, for it would dispense with legislation, and give the Judges power to alter the law.

PAROL EVIDENCE OF COLLATERAL AGREEMENTS.

WHEREVER the hard and fast rule excluding parol evidence to control or vary a written document can be relaxed with advantage, there cannot be two opinions concerning the advisability of such relaxation. We have recently had two important illustrations of the view which courts having equitable jurisdiction will adopt in construing agreements which do not fully carry out the declared intentions of the parties. In *Erskine* v. *Adeane* (29 L. T. Rep. N. S. 234), Lord Justice Mellish said, "The common law of England is distinguished from the law of almost all other countries by the fact that it does not imply contracts and agreements to anything like the same extent, but generally obliges those who make contracts to insert in those contracts all the stipulations by which they intend to be bound." "No doubt then," his Lordship added, "there are cases in which obligations may be implied, but as a general rule, the man who wishes to have a particular stipulation for his benefit, must take care to have that stipulation inserted in the contract."

Such stipulations being omitted from an agreement, the point to be considered is whether the stipulation cannot be substantiated as a collateral agreement. The case of *Erskine* v. *Adeane* and that of *The Llanelly Railway and Dock Company* v. *London and North-Western Railway* (29 L. T. Rep. N. S. 357), furnish some useful information upon this subject. In the former case two questions were raised, the one relating to the keeping fences in repair, and the other to keeping down the game. It was held that a covenant by the lessor to keep up the fences could not be imported into the lease, and on the second point that there was sufficient evidence of a collateral promise by the lessor to keep down the game to entitle the lessee to compensation for damage done by game upon the land. This case is the more important because it must frequently happen that the execution of an agricultural lease is induced by a promise such as we have referred to; and indeed the same question arose in *Morgan* v. *Griffith* (23 L. T. Rep. N. S. 783). There the lessee urged the insertion in the lease of a clause providing that the rabbits on the land should be destroyed. The lessor refused to insert such a covenant, but the promise of the lessor that they should be destroyed was proved by the lessee to the satisfaction of the County Court Judge and the Court of Exchequer, to which the appeal was carried. The point of law was whether the parol evidence was admissible, and it was argued

that the alleged promise imposed upon the landlord an onerous obligation, and was inconsistent with the full enjoyment of the right of shooting for pleasure contained in the lease. That, it was said, distinguished the case from *Lindley* v. *Lacey* (17 C. B., N. S., 578; 11 L. T. Rep. N. S. 273), where an undertaking to stay an action against the plaintiff was part of the consideration which induced the plaintiff to sell the defendant certain fixtures and furniture. The first agreement containing this term was verbal, and the subsequent written agreement did not contain it. The action was not stayed and the plaintiff brought his action to recover damages against the defendant, and the jury found that his undertaking was a distinct collateral agreement, and the court held that it was admissible in evidence.

In the case of *The Llanelly Railway and Dock Company* v. *The London and North-Western Railway Company*, collateral matter was referred to to show the nature of the consideration for an agreement in the result held to be indeterminable. The agreement between the two companies was, as Lord Justice Mellish stated, so onerous upon one, making their line liable to carry the trains of the other, and there being no reciprocal clauses, that it would have been held to be determinable upon due notice. But on the letters which passed before the execution of the agreement being looked at, it was found that a large sum of money was advanced by the defendant company to the plaintiff company to enable them to complete their railway—a sum which the plaintiff company could not have borrowed in the market at all when it was so advanced. "You may treat it," said Lord Justice James, "as a collateral bargain which should not be revoked, just as we let in evidence the other day, in the case of a lease, of a collateral bargain by a landlord to keep down the game; and just as in the case of mutual wills, you cannot read the one will for the purpose of construing the other; but you can give evidence that there were two wills made, for the purpose of showing that there was a mutual agreement between the testators that the will should not be revoked." To this his Lordship added: "You can give evidence of anything to rebut an implication of a resulting trust, or to rebut an implication of an advancement for a child, or a person to whom the donor or the purchaser is *in loco parentis*."

In short, the leaning of the Courts plainly is to give effect to all evidence adding terms to agreements if those terms can be made to appear an essential part of the consideration; and the cases we have cited are very good illustrations of the class of contract which may be affected by collateral agreements. Parties, however, must be prepared with the most satisfactory proof of collateral agreements. Lord Justice Mellish said he should not be contented with evidence only of one of the immediate parties as to what took place when no one else was present.

SEARCHES, INQUIRIES, AND NOTICES.

Disentailing Assurances.

(*Continued from p.* 33.)

Power was given to a commissioner in bankruptcy to dispose by way of sale of the lands of which the bankrupt was actual tenant in tail for as large an estate as the bankrupt could, had he not been bankrupt, then have done; such disposition to be by deed (sect. 56), and "unless the lands were of copyhold tenure" to be enrolled in Chancery within six calendar months of its execution, and if the lands were of copyhold tenure, then to be entered on the court rolls (sect. 59). Where there was no protector, the commissioners could enlarge a base fee of a bankrupt tenant in tail (sect. 57), and the consent of the protector is to have the same effect when given to a disposition by a commissioner, as when given to the disposition of an ordinary tenant in tail (sect. 58). A disposition by a commissioner which creates a base fee has this advantage over a disposition made by an ordinary tenant in tail, that if during the continuance of the base fee, or, in other words, the existence of the bankrupt's issue, there ceases to be a protector of the settlement, the base fee immediately thereupon becomes enlarged (sect. 60), and a similar result will happen when the base fee had been created previously to the bankruptcy (sect. 61). A voidable estate created in favour of a purchaser for valuable consideration by a tenant in tail becoming bankrupt, or by a tenant in tail entitled to a base fee becoming bankrupt, is to be confirmed by the disposition of the commissioner to the extent to which the commissioner could dispose of the land with the benefit of the chance of the enlargement of the base fee by reason of there ceasing to be a protector during its continuance, but no confirmation will take place by a disposition to a purchaser from the commissioner for valuable consideration without express notice of the voidable estate (sect. 62). Notwithstanding the death, during his bankruptcy, of the tenant in tail, or tenant in tail entitled to a base fee, the subsequent disposition of the commissioner was to have the same operation as if the bankrupt were living in the following cases: first, where at the bankrupt's death there was no protector of the settlement; secondly, where the bankrupt left issue inheritable, whether there was or was not a protector (sect. 65). The disposition by the commissioner of copyholds other than of an equitable estate, was to have the same effect as if the copyholds had been surrendered to the use of the person to whom the disposition was made, who might claim to be admitted upon payment of the proper fines and fees (sect. 66).

By the Bankruptcy Act 1849, sect. 208, the several clauses of the Fines and Recoveries Act to which we have above referred, and that to which we shall later on refer, and several others not material for our present purpose, were to extend and apply to proceedings in bankruptcy under a petition for adjudication as fully and effectually as if those clauses had been there re-enacted and expressly extended to such proceedings.

The Act of 1849 was repealed by an Act passed in 1869, but in lieu of the repealed enactments, the Bankruptcy Act 1869 empowered the trustee in bankruptcy to deal with any property to which the bankrupt is beneficially entitled as tenant in tail, in the same manner as the bankrupt might have dealt with the same, and the several sections above referred to of the Fines and Recoveries Act are to extend and apply to proceedings in bankruptcy under the Act of 1869, as if those sections were there re-enacted and made applicable in terms to such proceedings.

Lands to be sold, whether freehold or leasehold, or of any other tenure, where the sale moneys are subject to be invested in lands to be settled upon a tenant in tail, and money subject to be so invested, are to be treated as the lands to be purchased and be considered subject to the same estates, as the lands to be purchased, would, if purchased, have been actually subject to. Where copyholds are directed to be sold, the disposition must be entered on the court rolls. The disposition, however, of leaseholds for years or of money, is to confer upon the assignee personal estate only and be by assignment by deed, which is to have no operation under the Act, unless inrolled in Chancery within six months after its execution (3 & 4 Will. 4, c. 74, sect. 71). In *Re Brooking* (6 Jur. N. S. 461), lands having been taken by a railway company who had paid the purchase-money into court, the tenant in tail included such lands with others in his disentailing assurance, but upon his application to the court for payment to him of the money, the company objected that no proper disposition had been made, a subsequent disentailing disposition of the money was made and inrolled, upon which the money was directed to be paid to the tenant in tail, and the company were directed to pay the costs of the second deed. In *Re South-Eastern Railway Company* (30 Beav. 215), the late Master of the Rolls considered that as the land had been actually conveyed to the company in fee simple, no disentailing assurance was necessary, and the decision in this case has been subsequently followed in the case of *Notley* v. *Palmer* (L. Rep. 1 Eq. 241).

Every deed required to be inrolled in Chancery, by which lands or money subject to be invested in the purchase of lands are disposed of under the Act is, when inrolled as required by the Act, to operate and take effect in the same manner as it would have done if the inrolment had not been required, except that every such deed is to be void against any person claiming such lands or money, or any part thereof, for valuable consideration under any subsequent deed duly inrolled, if such subsequent deed is first inrolled (sect. 74).

The Inrolment Office is in Chancery-lane, but in pursuance of the 1 & 2 Vict. c. 94, a public record office has been built near Rolls-gardens, where all the records, with the exception of those of recent date, are kept. By the same Act sealed copies of recorded documents can be obtained and are evidence. Where any dealing takes place with a tenant in tail, or with lands which have formerly been the subject of an entail, search should be made to see that the disentailing deed was duly inrolled within the prescribed period of six months from its execution, and further to see that no prior disposition, voidable or otherwise, had been made by the tenant in tail. If the lands be of copyhold tenure, the search will not be at the Record and Inrolment Offices, but of the Court Rolls.

ILLEGAL CONSIDERATION: THE POSITION OF A PARTICEPS CRIMINIS.

Ayerst *v.* Jenkins (29 L. T. Rep. N. S. 126).

In the above case an attempt was made by the representative of a *particeps criminis* to set aside a voluntary settlement made in favour of the settlor's deceased wife's sister, with whom he had cohabited. This is a state of things under which the suggestion of illegality is raised with the worst possible grace, and that it was set aside, and the settlement upheld, is creditable to our jurisprudence.

The plea of illegality or immorality, for whatever purpose advanced, is one which ought to be looked at very closely, and we shall presently indicate the peculiar position which is assumed when a *particeps criminis* endeavours to avail himself of it. Illegality of course embraces immorality, and the same principles of law apply whether the agreements or transactions are *mala prohibita* or *mala in se*. Transactions are *mala prohibita* where they are forbidden by statute, expressly or by implication; they are *mala in se* when immoral or plainly obnoxious to the common law. It is not difficult to deal with transactions which are *mala prohibita*, but it is not easy at all times, and under all circumstances, to say what agreements or acts are in themselves so bad as to justify the courts of equity in refusing to enforce contracts founded upon them, or to relieve parties from

the consequences of them. And there is, *in limine*, a plain distinction between executory and executed contracts or transactions. In the case of *Taylor* v. *Chester* (21 L. T. Rep. N. S. 359; L. Rep. 4 Q. B. 311) Hannen, J., cited an observation of Parke, B., in *Scarfe* v. *Morgan* (4 M. & W., at p. 281), "If an illegal contract is executed, and a property, either special or general, has passed thereby, the property must remain." Upon that counsel observed, "That has never been decided; if it were law, the court would have to go into all the circumstances of the illegal contract to see if the property had passed." Upon this point *Ayerst* v. *Jenkins* throws some light, and the Lord Chancellor said that in cases presenting no circumstances obnoxious to the mind of the court, he thought it "consistent with all sound principle, and with all authority to recognise the importance of the distinction between a completed voluntary gift and irrevocable in law, and a bond or covenant for an illegal consideration, which has no effect whatever in law." His Lordship then referred to *Whaley* v. *Norton* (1 Vern. 483), in which the Master of the Rolls said, "that there would be a difference in these cases between a contract executed and executory, and that the court would extend relief as to things executory, which, if done, it may be might stand." To a similar effect was Lord Eldon's judgment in *Rider* v. *Kidder* (10 Ves. 366). And we conceive that the dicta and judgment delivered in *Taylor* v. *Chester* support this view as regards remedies at law as well as in equity. A completed gift for an immoral consideration cannot be set aside in equity, nor can the subject matter of an illegal contract, parted with by one person *in pari delicto* with another, be recovered back.

To discuss what is an illegal consideration opens a very wide field, and as we are dealing with *Ayerst* v. *Jenkins*, we will confine our attention to contracts tainted with immorality. In that case the Lord Chancellor referred to the collection of old authorities to be found in the note to *Benyon* v. *Nettlefold* (3 Mac. & G. 100), the result of which he thus stated: 1. Bonds or covenants founded on past co-habitation, whether adulterous, incestuous, or simply immoral, are valid in law, and not liable (unless there are other elements in the case) to be set aside in equity, 2. Such bonds or covenants, if given in consideration of future cohabitation, are void in law, and therefore of course also void in equity. 3. Relief cannot be given against any such bonds or covenants in equity if the illegal consideration appears on the face of the instrument. At law the principles are equally plain and well-established; and we pass on therefore to consider the position of a *particeps criminis*. The practice of the court of equity is this: If an illegal consideration does not appear on the face of the instrument, the objection of *particeps criminis* will not prevail against a bill of discovery in equity, in aid of the defence to an action at law. And under some circumstances (but not under all), when the consideration is unlawful, and does not appear on the face of the instrument, relief may be given to a *particeps criminis* in equity. In *Ayerst* v. *Jenkins*, as stated by Lord Selborne, relief was sought by the representative not merely of a *particeps criminis*, but of a voluntary and sole donor, on the naked ground of the illegality of his own intention and purpose; and that not against a bond or covenant or other obligation resting *in fieri*, but against a completed transfer of specific chattels, by which the legal estate in those chattels was absolutely vested in trustees, ten years before the bill was filed, for the sole benefit of the defendant." "I know no doctrine of public policy," said his Lordship, "which requires or authorises a court of equity to give assistance to such a plaintiff under such circumstances." The governing principle in such cases is, at law as well as in equity, "*In pari delicto melior est conditio possidentis*"—a maxim of law established, as Mr. Justice Mellor said in *Taylor* v. *Chester*, not for the benefit of plaintiffs or defendants, but founded on the principles of public policy, which will not assist a plaintiff who has paid over money or handed over property, in pursuance of an illegal or immoral contract, to recover it back; and as Lord Truro said, in *Benyon* v. *Nettefold*, the law, in sanctioning the defence of *particeps criminis*, does so on grounds of public policy, namely, that those who violate the law must not apply to the law for protection. Chancellor Kent has very well and concisely stated the condition of the law in sect. 467, vol. 2, of his Commentaries,—"A *particeps criminis* has been held to be entitled, in equity, on his own application, to relief against his own contract, when the contract was illegal or against the policy of the law, and relief became necessary to prevent injury to others. It was no objection that the plaintiff himself was a party to the illegal transaction:" (citing *Estabrook* v. *Scott*, 8 Ves. 446; *St. John* v. *St. John*, 11 Id. 526; and *Jackman* v. *Mitchell*, 13 Id. 581.) "But if a party, who may be entitled to resist a claim on account of its illegality, waives that privilege and fulfils the contract, he cannot be permitted to recover the money back; and the rule that *potior et conditio possidentis* will apply:" (*Howson* v. *Hancock*, 8 Term Rep. 575.)

We agree with Chief Justice Best, who, in *Richardson* v. *Mellish* (2 Bing. 229), expressed the opinion that the courts had gone too far in setting aside contracts on the ground that they were in contravention of the public policy, and that the objection in such cases ought to be founded on some clear and unquestionable principle and never applied to doubtful questions of policy.

THE JUDICIAL STATISTICS FOR 1872.

County Courts.

(*Continued from page 19.*)

The amount for which plaints were entered in 1872 is less by £71,340 than the amount for 1871. The amount in 1871 showed an increase of £17,370 over the amount for the preceding year, following an increase of £22,197 in 1870 over the amount in 1869, of £45,432 in 1869 over the amount in 1868, and an average increase of £243,341 in each of the three years preceding 1868. The average for each plaint entered in 1872 is £2 17s. 6d., against £2 17s. 10d. in 1871, £2 17s. 11d. in 1870, £2 16s. 4d. in 1869, £2 12s. 10d. in 1868, £2 6s. 7d. in 1867, £2 7s. in 1866, and £2 7s. 2d. in 1865.

The amount of debt for which judgment was obtained in 1872 on original hearings is 45·6 per cent. of the total amount for which plaints were entered. In 1871 this proportion was 49·7 per cent.; in 1870, 49·9 per cent.; in 1869, 50·5 per cent.; in 1868, 51·3 per cent.; in 1867, 52·2 per cent.; in 1866, 51·1 per cent.; in 1865, 50·2 per cent.; in 1864, 55·7 per cent.

The amount of costs in 1872 shows an increase of £690, as compared with the amount for 1871. The amount for 1871 was less than the amount for 1870 by £649. The amount for 1870 showed an increase of £2045 on the amount for 1869, following an increase of £1655 in 1869 on the amount for 1868, and an average increase of £6967 for each of the three years preceding 1868. The costs are 4·8 per cent. of the amount of debt for which judgments were obtained on original hearings in 1872, against 4·6 per cent. in 1871, 4·7 per cent. in 1870, 4·4 per cent. in 1868, and 4·1 in each of the years 1867 and 1866.

The amount of fees in 1872 was less by £8765 than the amount for 1871. The amount for 1871 exceeded the amount for 1870 by £5186, there having been a decrease of £4649 in 1870 as compared with the amount for 1869. The amount for 1869 showed an increase of £2919 as compared with the amount for 1868, following an average increase of £32,233 for each of the three years preceding 1868.

The following are the totals, under the different headings in the returns, of the proceedings in equity in the whole of the County Courts, for each of the years 1872, 1871, and 1870, with the average for the years 1867, 1868, and 1869, and the totals of the proceedings from the commencement of the operation of the Act on 1st Oct. 1865 to 31st Dec. 1866.

	1872.	1871.	1870.	Average 1867-8-9.	From 1st Oct. 1865 to 31st Dec. 1866.
Number of plaints entered:					
For administration of estates	225	226	212	224	278
For the execution of trusts	27	26	24	52	63
For foreclosure or redemption, or for enforcing any charge or lien	96	135	143	112	153
For specific performance	89	107	90	102	120
For delivering up or cancelling any agreement for sale or purchase	5	4	8	9	12
For the dissolution or winding-up of a partnership	55	70	58	56	77
Number of petitions or notices filed:					
For the appointment or removal of trustees	24	31	19	32	37
For any other purpose under Trustee Acts	54	50	74	42	43
For the maintenance or advancement of infants	6	15	6	12	15
For partitions	21	12	19	5	—
For injunctions	30	45	14	1 [20]	33
Number of instances of payments by trustees under section 24 o 30 & 31 Vict. c. 142	51	46	1	23	—
Total number of equitable suits or proceedings	683	767	668	685	831
Amount of subject matter in dispute or otherwise	£103,491	£116,692	£87,804	£87,834	£128,162
Amount of attorneys' costs allowed	£5,199	£4,499	£4,849	£5,364	£5,031
Amount of fees:					
Payable to Consolidated Fund	£1,066	£1,189	£1,101	£1,047	£1,255
" Registrars	£1,817	£1,838	£1,815	£1,967	£2,339
" High Bailiffs	£638	£684	£654	£642	£847
Number of suits or proceedings pending on 31st December	244	239	247	256	266
Number of appeals	6	1	5	8	9
Numbers committed for contempt	2	2	5	5	4
Number of warrants of execution, possession, &c.	6	3	8	13	22

The following are the totals shown in the returns of the proceedings in Admiralty suits in the County Courts in 1872, 1871, 1870, and 1869:—

	1872	1871	1870	1869
Total number of Admiralty suits or proceedings	354	335	375	337
Arrests of vessels	141	138	144	99
Final decrees	111	89	131	123
Amount of claims	£35,536	£34,402	£28,345	£28,675
Amount of Attorneys' costs allowed	£1,488	£1,556	£1,729	£1,591
Amount of fees:				
Court fund	£568	£574	£630	£528
Registrar	£563	£463	£528	£497
High Bailiff	£308	£247	£343	£263
Suits or proceedings pending	56	75	68	59
Appeals	10	—	1	3
Warrants of execution	2	8	23	10
Vessels sold:				
Amount realised	£176	£656	£598	£541
Costs of sale	£24	£134	£45	£65
Cases settled	—	—	—	42
" adjourned *sine die*	—	—	—	4
" transferred to the High Court of Admiralty	1	2	—	6
" transferred to Cinque Ports Court of Admiralty	—	1	—	—
" transferred to County Courts	2	—	—	—
" withdrawn	1	—	—	—

It is supposed that the majority of the cases given as pending in the Hartlepool and Liverpool Courts and in City of London Court have been settled out of Court. It is stated also that in many instances the attorneys agreed upon the costs and settled the cases out of court, and that consequently they are not included in the return.

City of London Court.

Under the Act 30 & 31 Vict. c. 142, which came into operation on the 1st Jan. 1868, the Sheriffs' Court of London was assimilated with the County Courts under the title of the City of London Court.

The following were the proceedings in this court for the recovery of

debts in each of the years 1872 and 1871, with the average for 1870, 1869, and 1868, and the number in 1867 under the former jurisdiction of the court.

	1872.	1871.	Average 1870-69-68.	1867.
Plaints entered	14,257	13,683	14,604	11,739
Cases from the Superior Courts	44	—	59	—
Causes determined:				
With a jury	35	42	45	58
Without a jury	6079	5719	6585	5574
Judgments:				
For plaintiff	4576	4542	5406	4353
For plaintiff by consent or admission.	1146	885	805	797
Nonsuit	164	194	229	306
For defendant	228	190	189	176
Judgment summonses:				
Issued	1179	1022	1158	1021
Heard	431	349	455	418
Warrants of commitment:				
Issued	153	124	255	231
Debtors imprisoned	11	9	30	50
Executions against goods:				
Issued	1905	1807	1903	1386
Sales made	23	18	28	19
Appeals	1	3	2	—
Orders to stay proceedings	—	—	—	—
Certiorari to remove proceedings	1	1	2	2
Total amount for which plaints entered	£60,751	£53,365	£64,498	£42,651
On judgments obtained by plaintiffs on original hearings:				
Amount of debts	£24,725	£23,053	£27,946	£18,858
Amount of costs	£2169	£1904	£2235	£1532
Total amount of fees on all proceedings	£6882	7097	7998	5400
Number of days of sitting	171	176	172	—

The following are the totals of the equity proceedings in the City of London Court under the different headings in the table, in each of the years 1872, 1871, 1870, 1869, 1868:

	1872.	1871.	1870.	1869.	1868.
Total number of equitable suits or proceedings	2	9	9	11	14
Number of plaints entered:					
For administration of estates	—	1	—	1	—
For the execution of trusts	—	—	1	1	1
For foreclosure or redemption, or enforcing any charge or lien	2	—	1	2	1
For specific performance	—	3	1	2	5
For delivering up or cancelling any agreement for sale or purchase	—	—	—	—	—
For the dissolution or winding-up of a partnership	—	2	3	3	2
Number of petitions or notices filed:					
For the appointment or removal of trustees	—	—	—	—	1
For any other purpose under Trustee Acts	2	—	—	—	—
For the maintenance or advancement of infants	1	—	—	—	1
For partitions	—	—	—	—	—
For injunctions	1	—	—	—	—
Number of instances of payments by trustees under sect. 24 of 30 & 31 Vict. c. 142	2	3	3	2	3
Amount of subject matter in dispute or otherwise	£1465	£1313	£3906	£2589	£3563
Amount of attorneys costs allowed	£79	£22	£62	—	£134
Amount of fees:					
Payable to consolidated fund	£17	£17	£22	£20	£17
" registrars	£18	£29	£46	£45	£35
" high bailiffs	£2	£3	£5	£15	£15
Number of suits or proceedings pending on 31st December	2	6	2	8	8
Number of appeals	—	—	1	—	—
Numbers committed for contempt	—	—	1	—	—
Number of warrants of execution, possession, &c.	—	—	1	—	—

The following are the totals shown in the return of the proceedings in Admiralty suits in 1872, 1871, 1870, and 1869 in the City of London Court:

	1872.	1871.	1870.	1869.
Total number of Admiralty suits or proceedings.	151	191	147	125
Arrests of vessels	39	40	43	45
Final decrees	56	64	63	40
Amount of claims	£12,150	£17,111	£12,284	£12,078
Amount of attorneys' costs allowed	£1513	£1243	£1124	£545
Amount of fees:				
Court fund	£252	£286	£232	£221
Registrar	£238	£225	£213	£170
High Bailiff	£43	£47	£49	£43
Suits or proceedings pending	40	93	72	44
Appeals	1	4	3	6
Warrants of execution	8	5	6	1
Vessels sold:				
Amount realised	£267	£124	£34	£146
Costs of sale	£3	£507	—	£18
Cases adjourned *sine die*	—	—	—	4
" transferred to High Court of Admiralty	—	1	2	6

SOLICITORS' JOURNAL.

We remind our readers that the annual certificate duty has been payable since the 15th inst., and must be paid before the 16th Dec. The names of solicitors taking out certificates before the 1st Jan. next will appear in next year's Law List. In the case of renewal certificates solicitors are uncertified from the 15th Nov. until the date of renewal, where such certificate is obtained after the 15th Dec.

The following law lectures and classes are appointed for the ensuing week in the hall of the Incorporated Law Society. Monday, 24th, class, Conveyancing, 4.30 to 6 o'clock; Tuesday, 25th, class, Conveyancing, 4.30 to 6 o'clock; Wednesday, 26th, class, Conveyancing, 4.30 to 6 o'clock; Friday, 28th, lecture, Common Law, 6 to 7 o'clock p.m. Members of the Incorporated Law Society are entitled to attend the lectures. Subscribers are not admitted after lectures have commenced.

Although the elevation of Mr. Hall to the Chancery Bench meets with undoubted approval, yet there is a somewhat strong feeling amongst solicitors that the claims of older and equally competent men have been overlooked. Mr. Glasse, Q.C., Mr. Amphlett, Q.C., and Mr. Southgate, Q.C., are named as such. There is a report, for which we cannot vouch, that Mr. Hall, during the vacation, was occupied, at the country seat of the Lord Chancellor, with laborious work connected with legal measures which have been or will be submitted to the Legislature.

At the annual meeting of the Incorporated Law Society of Liverpool held on the 5th inst., the report, which was taken as read, after stating that the number of members was 191, and after referring to the legislation of the session, contained the following, on the subject of the organisation of the Profession. "Your committee think it right to refer to the great advance made by the Incorporated Law Society of England towards this object." The report, after stating the alteration in the constitution of the society brought about by the new charter and bye-laws proceeds, "your committee have no doubt that henceforward the council will take a much more active lead in all matters that interest the Profession throughout the kingdom." The Vice-President on the occasion in question expressed "his gratification that the tendency of recent imperial measures had been in the direction of placing solicitors on an equality in regard to public appointments with barristers of seven years' standing." We are glad to hear it, and trust that such tendency may become more perceptible.

The delay in issuing commissions for oaths in the common law courts has always been somewhat excessive, and we are sorry to hear, that with a number of London and country applications to the judges to be so appointed, more delay than ever may be expected, owing to the greater demand than usual on the time of their Lordships. In applications made during the present week, we are told that the commissions will not be ready for a month at the least, perhaps two. This delay is the more unfortunate, as when the Supreme Court of Judicature Act comes into operation the mode of issuing commissions for oaths generally, is likely to undergo some material alterations.

The inconvenience which country solicitors experience who are in the habit of appearing in magistrates' courts is very great in connection with the practice which often obtains of an accused person being committed to custody under remand, or for trial, before the finding of the coroner's jury. A very strong illustration of this is to be found in the case of *Re Reardon*, referred to by us in our last issue, page 36, where the prisoner was by such committal prevented from attending the inquiry before the coroner, although it was desired by the coroner himself that the prisoner should be called as a witness, and where the prisoner's attorney swore that he was advised and believed that it was necessary that his client should be tendered as a witness. No doubt, as the law at present stands, a magistrate has no power to order the production of the prisoner before the coroner. It is, however, very hard on an accused person that to the double expense of a defence in the two courts he must add that of an application to the Superior Court for a writ of *habeas corpus*, and very embarrassing to his solicitor to feel that he cannot have his client before the coroner under the above circumstances except by virtue of such writ.

A complaint reaches us that the copies of affidavits now issued from the chambers of the Common Law Judges are in many cases so badly written as to be hardly legible. A country solicitor has forwarded one of these, and we certainly think the complaint is very well founded if what is before us may be taken as a specimen. The idea conveyed to our minds is that some incompetent youth is set to work to copy affidavits at so much a day or week instead of their being entrusted to law stationers or writers. Solicitors have a right to expect that they should be so copied as to facilitate the despatch of business, not to impede it.

The Master of the Rolls on a recent occasion dealt somewhat summarily with the parties to a suit which, being the last cause on the paper on the day in question, was ordered to be struck out because neither counsel nor solicitors was present. His Honour added that he should require very cogent reasons before he would consent to restore a cause to the paper struck out under such circumstances. No doubt his Honour has, since the commencement of Term, made great progress with his list, but the altered state of things in his court, as regards despatch of business, takes the Profession somewhat by surprise, and as it is probable that the parties to the cause in question have been long waiting for a hearing, and as, if not restored to the paper, it will probably be very many months before the cause is again reached, it is to be hoped that the suitors will not be thus severely dealt with owing to the neglect (if any) of their professional advisers. Solicitors will do well to watch more closely the cause list.

NOTES OF NEW DECISIONS.

RENTCHARGE IN FEE—REAL ACTION—3 & 4 WILL. 4, c. 27, s. 36.—The old remedy by real action for the recovery of a rentcharge in fee having been abolished by s. 36 of 3 & 4 Will. 4, c. 27, an action of debt is now maintainable therefor: (*Thomas* v. *Sylvester and others*, 29 L. T. Rep. N. S. 290. Q. B.)

SPECIFIC LEGACY—DIVIDEND—APPORTIONMENT ACT 1870.—The dividend on shares in a public company, partly earned before the testator's death, but declared afterwards, belongs entirely to the specific legatee of the shares; and the Apportionment Act 1870 does not introduce any new rule in this respect: (*Whitehead* v. *Whitehead*, 29 L. T. Rep. N. S. 289. V.C. M.)

PRACTICE—REVIVOR—BILL DISMISSED—PETITION OF APPEAL—SUBSEQUENT DEATH OF PLAINTIFF.—In a suit to obtain a declaration that the defendant was a trustee of certain real estate for the plaintiff, the bill was dismissed. The plaintiff presented a petition of appeal, but died before the appeal was heard. On the application of a person claiming to be a devisee of the plaintiff, that the suit might stand revived against the defendant, and that the petition of appeal might, if necessary, be amended, order made: (*Chadwick* v. *Chardwick*, 29 L. T. Rep. N. S. 284. Chan.)

LANDLORD AND TENANT—LEASEHOLD INTEREST—YEARLY TENANCY.—Agreement entered into between A. and B., and signed by them, whereby A. "agreed to let" to B. a certain shop, "at the yearly rental of £36;" and A. further agreed "not to give B. notice to quit as long as he continued to pay the rent when due." At the time of entering into the agreement, A. was a lessee of the shop for a term of years, of which about ten years remained unexpired: Held, that under the agreement, B. was not merely a yearly tenant, but had a right to remain in possession for the unexpired residue of A.'s term, as long as he paid his rent when due: (*Re King's Leasehold Estates*, 29 L. T. Rep. N.S. 288. V.C. M.)

PLEA THAT DEFENDANT IS NOT EXECUTOR—ADMINISTRATION SUIT.—A testator by his will appointed A. and B. his executors. A creditor's suit was instituted against the two executors for the administration of the testator's estate, and the bill alleged, as the fact was, that one of the executors, B., had not proved the will or renounced probate. It also alleged that B. was indebted to the testator's estate, and that A. was insolvent, and did not intend to enforce the debt against B. By his answer B. disclaimed all interest, and offered to renounce. The plaintiff then amended his bill, introducing allegations with a view to interrogating B. as to his debt to the estate. To the amended bill B. put in a plea that he had by deed renounced probate before the bill was amended. Held (reversing the decision of Malins, V.C.) that the plea could not be sustained: (*Morley* v. *White*, 29 L. T. Rep. N. S. 289. Chan.).

TAXATION OF COSTS—OUTPORT CHARGES—AGENT NOT ATTORNEY OR PROCTOR—REVISION—SEPARATE BILLS OF COSTS.—The practice, which has hitherto obtained in the High Court of Admiralty, of presenting separate bills of costs for the London proctor's charges and for the outport or country agency charges, is now objectionable and must be discontinued for the future. Although a proctor may employ an agent, who is not an attorney or solicitor, to act as clerk *pro hac vice*, for the purpose of collecting evidence in a cause, &c., in the outports, and may lawfully charge for the expenses incurred in respect of such agent, as agency charges made by such an agent for doing work which is essentially the work of a proctor, attorney, or solicitor, such as "taking instructions for brief and drawing the same," &c., will not be allowed upon taxation: (*The City of Brussels*, 29 L. T. Rep. N. S. 312. Adm.)

VICE-CHANCELLOR HALL'S COURT.

Wednesday, Nov. 19.

Re THE COMMONWEALTH LAND, BUILDING, ESTATE, AND AUCTION COMPANY (LIMITED).

Solicitor and client—Writs of fi-fa issued against good faith—Process.

THIS matter came on to be heard on a motion on behalf of Mrs. Ann Hollington, and Mr. Alfred Jordan Hollington. The notice of motion asked that two writs of *fieri facias*, dated the 21st of April 1873, issued by the above-named company and Alfred Furness and others, shareholders in it, and directors respectively, to the Sheriffs of Middlesex and Surrey, against the goods and chattels of the applicants, might be set aside, as issued contrary to good faith, and that the company, A. Furness, and the other shareholders, or Mr. Robert King might pay the costs of the application. The notice asked, in the alternative, that, if the court should think the writs ought not to be set aside, then Mr. Robert King might be ordered to pay to the applicants the damages, costs, charges, and expenses attending the issuing of the writs, and also the costs of and occasioned by this application. The notice of motion was addressed to the company, to A. Furness, and the other shareholders in it; and to Mr. Nutt and Mr. Robert King, their respective solicitors; and to Mr. Robert King and his solicitor. The facts of the case were shortly these: In Dec. 1872, the applicants, who were two of the shareholders of the company, presented a petition to wind it up. The petition was heard on the 22nd Feb. 1873, and was dismissed with costs. The order directed payment by the petitioners to the company and the opposing shareholders, who were sixty-six in number, of their costs of the petition. The costs were taxed at 144*l.* 18s. 3*d.*, the taxing-master's certificate being dated the 4th April. On that day, Mr. King, the solicitor of the company, and the shareholders who had opposed the petition, wrote to Mr. Shearman, the solicitor of the petitioners, a letter, in which he said that unless he received the amount of the taxed costs in the course of the ensuing Monday he should proceed to enforce payment. That demand of payment was one which Mr. King was not entitled to make, the practice not enabling him to enforce payment until either the 17th April, or some later period. Mr. Shearman, upon receipt of that letter, wrote to Mr. Hollington informing him of the taxation of the costs, and requesting to have a cheque for the amount by the next morning. Mr. Hollington called upon Mr. Shearman the next morning and gave him a cheque for the amount. That was on a Saturday; and on the following Monday, the 7th April, Mr. Shearman wrote to Mr. King, whereupon the latter sent on the next day, the 8th April, a clerk to Mr. Shearman with a form of authority for his approval—that being an authority from Mr. King's clients to pay the taxed costs to him as their solicitor. It was alleged on behalf of the applicants that, on the clerk taking to Mr. Shearman on that occasion the form of authority, it was approved by him, and returned to the clerk approved, and that the clerk stated the authority would be signed in a few days. On the other hand, it was alleged that Mr. Shearman refused to approve the authority, and that it was re-delivered to the clerk, he being informed that Mr. Shearman declined to give an opinion upon it, but would require everything to be in strict form, or to that effect; and that the clerk did not say that the authority would be signed in a few days. There was no communication between Mr. Shearman and Mr. King in the interval between the 8th April and the 23rd April. On the 21st April Mr. King, as solicitor for the company, issued the two writs against the goods of the applicant—the one against Mr. Hollington, directed to the sheriff of Middlesex, and the other to the sheriff of Surrey, each for the sum of £144 18s. 3d. The writs were lodged by Mr. King with the sheriffs, and both writs were executed on the 22nd April. The officers were placed in possession of the business premises of Mr. Hollington at about half-past five of the afternoon of that day, he not having cash in hand to pay the amount, and being unable to obtain it from his bankers; the officers were also placed in possession of Mrs. Hollington's private residence. Mr. Hollington having communicated with Mr. Shearman, paid, on the following morning, under protest, £154 4s. 9d., the amount of the costs, and £9 6s. 6d., the costs of the levy, to the officers. At the time of that payment Mr. Shearman and Mr. Hollington only knew of the execution directed to the sheriff of Middlesex, and had not heard of a writ having been issued to the sheriff of Surrey; but in the afternoon of the same day Mr. Shearman was informed by Mrs. Hollington of the execution levied on her premises. Mr. Shearman thereupon informed the officers in possession of Mrs. Hollington's premises that he had paid the £154 4s. 9d., but the officers required payment of £4 0s. 6d., the expenses of the levy. Mr. Shearman was, on behalf of his client, Mrs. Hollington, obliged to pay, and accordingly did pay that sum in order to procure the withdrawal of the officers. On the same day Mr. Shearman wrote to Mr. King complaining of his conduct in issuing the writs as he had, thereby wantonly putting Mr. Shearman's clients to great and unnecessary damage, annoyance, and inconvenience, informing him of the payments which, under protest, he had made, and concluding by a request that Mr. King would let him have the promised authority and receipt signed by the shareholders, as also the master's certificate. That letter was delivered by Mr. Shearman's clerk to Mr. King, who thereupon stated that the only reply he had to make was that Mr. Shearman had better send the balance (30s.) due to him for copy affidavits on the petition. Mr. King did not send any other reply. There was no further communication between the solicitors. Mr. Shearman gave the notice of motion, which, as amended, was to the effect above stated. The motion came on to be heard on the 13th inst., and the arguments occupied the court during that and the following day. A great deal of evidence was adduced on both sides, but a brief reference to a small portion of it is all that is here necessary. A principal discussion in the case arose upon what was alleged to have passed between the clerk of Mr. King and Mr. Shearman and his clerks at the interview in his office on the 8th April 1873. Mr. Shearman's version of what occurred was in effect this: That Mr. King's clerk then handed the authority to a clerk of Mr. Shearman's for Mr. Shearman's approval; that it was taken in to him, and returned to Mr. King's clerk, with an intimation that it would be all right if signed, when the latter said the signatures to it would be obtained. Those statements were corroborated. Mr. King's clerk, however, said that, after some general conversation, the authority was taken in to Mr. Shearman, who, as Mr. King's clerk was informed, perused it, but declined to give an opinion on it, and said he would require everything to be done in strict form. Mr. King's clerk was told Mr. Shearman declined to approve the authority. The clerk then left Mr. Shearman's office, saying, "Well, then, he shall have everything in strict form." Mr. King's clerk in other respects denied the allegations of the other side, and his statements were corroborated by Mr. King and other witnesses.

Dickinson, Q.C. *Finlay* (of the Common Law Bar), and *C. H. Turner*, in support of the motion, contended that the issue of the writs was clearly wrongful and an injury to the applicants, for which they had a right to sue at law. As the applicants had a clear right of action, the court would not allow them to lose it by upholding these writs.

De Gex, Q.C. and *Ingle Joyce*, for King, opposed the motion, and submitted that the applicants' case rested on the assumption of the validity of a contract which could not be entered into. No solicitor could bind even his own clients not to issue execution within a given time. But here the applicants were not Mr. King's clients. Want of good faith on his part towards someone else's clients was out of the question. He had really been misled by Mr. Shearman. If the applicants were in any respect right in their views, they ought to have asked the court to exercise its summary jurisdiction over solicitors as its own officers. But the case was not one in which the court would exercise such a jurisdiction, and, on the whole of it, the motion should be refused with costs.

Lindley, Q.C. and *Brooksbank* were for the company.

Dickinson, Q.C. was heard in reply.

The VICE-CHANCELLOR having at the conclusion of the arguments reserved his judgment, now delivered it. He stated the facts of the case as above set forth, and, after minutely commenting on the evidence, said he thought that upon it the correct conclusion was that the authority sent by Mr. King for approval by Mr. Shearman was approved by him, that Mr. King's clerk was informed that Mr. Shearman had approved it, that such clerk did state that the signatures would be obtained and the authority furnished in a few days, and that Mr. King's clerk did not correctly inform him of what had occurred at the interview of the 8th April. If that was the correct conclusion it followed that the writs should not have been issued as they were issued, and that the applicants had established that they were issued contrary to good faith. Mr. King must be responsible, although he might not have been correctly informed by his clerk of what had occurred. The Vice-Chancellor had said that the writs should not have been issued. It was said on the arguments that what happened did not amount to an agreement not to issue execution at the time when it could, according to the practice of the court, be issued, but at most amounted only to a statement that the signatures would be procured if they could be procured, so as to allow of payment being made under the authority to Mr. King instead of to the parties; that payment to Mr. King would have been a good payment without the authority, and that Mr. King could not, as solicitor of the company, bind the company not to issue execution when execution could be issued. As to the construction thus put upon what passed at the interview, the Vice-Chancellor thought it was not correct. It was to be observed that Mr. King's clients were interested in obtaining payment before the time when a writ could be executed, and that what occurred provided for and contemplated such earlier payment—the applicants thus making a concession in favour of Mr. King's clients. Whether or not payment could without the authority have been properly and effectually made to Mr. King it was not necessary to determine, seeing that Mr. King and Mr. Shearman acted upon the view that the authority was necessary. Mr. King had not as solicitor for his clients, authority to contract with the debtor after judgment that his clients would not enforce payment of their demand until a specified time; but he had, as the Vice-Chancellor thought, authority to arrange on their behalf for acceleration of payment. In *Lovegrove* v. *White* (L. Rep. 6 C. P. 444), Mr. Justice Smith said: "The attorney has, no doubt, control over the process of execution so far as such purpose is concerned; but he has not complete control over it is

shown by the decision that if the debtor has been taken on a *ca. sa.* he cannot consent to his discharge, though in the case of a *fi. fa.* he can consent to the withdrawal of it, as in *Levy* v. *Abbott*, (4 Exch. 588). If it is for the advantage of the client, he may accept payment of the debt by instalments; but he cannot, I think, enter into a binding agreement that execution shall not issue for a given period of time." Mr. King, for his clients, by his clerk presented the authority, and, as the Vice-Chancellor considered, stated by such clerk that it should be signed and forwarded in a few days. Nevertheless, misled by the statement of his clerk, Mr. King took no step whatever to get the authority signed. He made no communication to Mr. Shearman that he was not doing so; but the time for execution having arrived, he issued the writs. The Vice-Chancellor could not but regard the issuing of execution under such circumstances as contrary to good faith—in saying which he did not impute to Mr. King any wilful wrongful act, he having received from his clerk the version given to him of what occurred. Mr. Shearman was led by Mr. King, acting through his clerk, to believe that payment was to be made to Mr. King after he had obtained the due execution of the authority. Mr. Shearman, therefore, properly abstained from paying the costs, even after the time when execution could issue for nonpayment thereof. The applicants now asked that the writs might be set aside, they desiring to proceed at law against Mr. King or his clients to recover damages. It was not, however, alleged that the levying of the executions occasioned any pecuniary loss to the applicants or either of them. Annoyance there must have been, but the Vice-Chancellor did not think that justice required that the writs should be set aside. He thought that the proper order to be now made was, under all the circumstances, that Mr. King should pay to Mr. Hollington the sum of £9 6s. 6d., the amount of the costs paid by him through Mr. Shearman to the Sheriff of Middlesex, and to Mrs. Hollington the sum of £4 0s. 6d., the amount of the costs paid by her through Mr. Shearman to the Sheriff of Surrey, and also to pay the applicants their costs of this motion. As regarded the other respondents, he should not make any order upon the motion. As to Mr. King, he considered that he had jurisdiction to make him pay the costs occasioned by his having issued execution under the circumstances, as in the cases of *Re Hogan* (3 Atk. 812); *Aubrey* v. *Aspinall* (Jac. 441); *Browne* v. *Davies* (4 Jur. N. S. 683); *Bayley* v. *Buckland* (1 Ex. 1). The company had filed an affidavit of the liquidators of it (the company being now in the course of being wound-up under a voluntary winding-up), and that affidavit had been replied to by Mr. King. In those affidavits Mr. King and the liquidators were at variance as to whether the latter sanctioned the writs of execution. The Vice-Chancellor did not consider it necessary to say which of the two parties, Mr. King or the liquidators, was right as to that, because he thought that under the circumstances the order he had mentioned should be made against Mr. King, although he was, he thought, led to act as he did through not having been accurately informed by his clerk of what occurred at the interview on the 8th April, and because he did not consider the case one for giving costs to the company.

Wednesday, Nov. 19.

LYALL *v.* FLUKER.

Mortgage—Redemption—Statute of Limitations. THE plaintiff in this case filed his bill for (*inter alia*) an account of what was due to him for principal, interest, and costs in respect of certain judgment debts and equitable charges, or mortgages, on some land at Shorne, in the county of Kent. It appeared from the bill that on the 21st May 1841, and the 24th Dec. in the same year, William Neely gave the plaintiff two warrants of attorney, with defeasances, to secure to him, by means of the land in Kent, the repayment of two sums of £500 and £1000, with interest. In that year the plaintiff obtained judgment against William Neely for £1000 and costs, and in 1843 a judgment for £2000 and costs. Those judgments were duly registered and re-registered, and were so for the last time on the 13th Feb. 1867. In 1849 William Neely took the benefit of the Act for the Relief of Insolvent Debtors, and the defendant was appointed his assignee. On the 17th March 1849, the Insolvent Court made the usual vesting order, on the petition of William Neely. In the schedule filed and signed by him in the insolvency, and after the making of the vesting order, he admitted the debts due from him to the plaintiff. Moreover, in an affidavit sworn by him on the 4th Aug. 1852, in the insolvency, he also stated the debts due from him to the plaintiff. The defendant denied the due registration of the judgments; he also claimed to be entitled to the lands, in priority to the plaintiff, and he insisted that the debts and equitable charges were all dated more than twenty years ago, and that he was, therefore, entitled to the benefit of the Statute of Limitations. In 1868 a suit of *Weldhen* v. *Fluker* (to which the plaintiff Lyall was a party), was instituted with reference to some of the matters now in dispute between the parties to this suit, and a decree was pronounced. The decision of the questions in this suit depended on this—whether an insolvent could, after making of a vesting order, and before his discharge, by any act or acknowledgment of his—as, for example, by the signature of his schedule and the filing of his affidavit—alter the position of his creditors under the insolvency. The 9 Geo. 4, c. 14, and the 2 & 3 Will. 4, c. 27, and several authorities, were cited in the arguments. It will be sufficient for the purpose of this report to refer very briefly to the 40th section of the latter statute. By that section it is provided that no action or suit shall be brought to recover any sum of money secured by any mortgage, judgment, or lien, or otherwise, charged upon or payable out of any land, at law or in equity, but within twenty years next after a present right to receive the same shall have accrued to some person capable of giving a discharge for or release of the same, unless in the meantime some part of the principal money or some interest thereon shall have been paid, or some acknowledgment of the right thereto shall have been given in writing, signed by the person by whom the same shall be payable, or his agents, to the person entitled thereto, or his agent; and in such case only within twenty years after such payment or acknowledgment, or the last of them, if more than one, was given.

Dickinson, Q.C. and *Fielding Nalder* were for the plaintiff in the case.

Greene, Q.C. and *Methold*, for the defendant, were not called on.

The VICE-CHANCELLOR, after an elaborate examination of the authorities referred to in the arguments, said the principal defence which had been set up to the plaintiff's claim was the Statute of Limitations. In reply to that the plaintiff had relied on the effect of certain litigations in a suit of *Weldhen* v. *Fluker*, in which a decree had been made, and by which it was said the plaintiff here had been entitled to redeem the property. But the questions argued now were not raised in that suit. It might well be that there might have been acknowledgments available then, which would not be so now; and that, although the statute could not then have been set up, it might be so here. The proceedings in that suit had no bearing on the questions at issue in this one, which, in truth, depended on the 40th section of the statute of the 3 & 4 Will. 4, c. 27. To that statute Lord St. Leonards had given a most liberal interpretation—an interpretation to which also the Vice-Chancellor acceded. But Lord St. Leonards was not dealing with a case or cases similar to this. The statute was one which shortened the time for setting up titles to real estates; and although, no doubt, it was to be construed liberally, the true policy of it must never be lost sight of. That was to quiet persons in the possession of their lands; and, though construed liberally, it must not be so read as to let in claims which the policy of it clearly, if not expressly, excluded. Then what was there in the present case to take it out of the operation of the statute? An insolvent had, on his own petition, obtained an order denuding himself of all interest in his own property, and vesting it in trustees, for the benefit of his creditors. Could it be said that he might directly after such an act on his own part, by any acknowledgment of his, take from his creditors that property which he had deliberately made theirs, and which, but for such acknowledgment on his part, was completely theirs? So to hold would be most unreasonable. The Vice-Chancellor then referred to the section as above stated, and continued: Who was the person by whom the money was—for the purposes of the Act, and of this suit—payable? The object of this suit was, it must be remembered, to try the title to land. Then, by whom, and to whom, was the money payable? By the assignee in the insolvency to the owners of the land. It was not payable by the debtor himself. He was not, therefore, the person contemplated by the statute. Whatever might have been the effect of the debtor's acknowledgments under other circumstances—if, for example, the insolvency had been at an end when it was given—was another question altogether. But as the case now stood, he must hold that the plaintiff had failed to establish his case, and that his bill in this suit must be dismissed, with costs.

APPLICATIONS AGAINST ATTORNEYS.

COURT OF COMMON PLEAS, Nov. 11.

(Before KEATING, BRETT, GROVE, and DENMAN, JJ.)

Re JOHN HENRY BIDDLES.

Garth, Q.C.—In this case, my Lords, a rule was obtained to strike an attorney off the rolls, and I shall ask that the rule may be made absolute.

Clarke.—My Lords, I have just been instructed to show cause, but I am in this position—that the office copies have not been taken of the affidavits that were used in support of the rule, nor has notice been given of the affidavits on which I now show cause. Under those circumstances I can only ask your Lordships to allow the matter to be enlarged until next Term.

KEATING, J.—What is the excuse for not instructing you before?

Clarke.—I have heard of none.

Garth.—The rule was moved in January last, and at the request of the Law Institution, at my instance, it has been enlarged at some intervals to the present time.

DENMAN, J.—Not January, it was in May.

Garth.—This gentleman has been already suspended from practice in this court for two years, by a rule in January, and now this is an entirely different offence which was brought before the court, for misappropriating a sum of £50 that was handed to him by a gentleman in July last year, for paying probate duty. I applied for the rule in April, and at Mr. Biddles' own request, it has been enlarged by the Law Society up to this time; and upon the last occasion there was the usual rule drawn up—that any affidavits he had to file in answer to the application should be filed a week before the Term, and this is the first intimation we have received.

Clarke.—If I were allowed to go into the facts I think there are matters upon the affidavits before me on which I should ask your Lordships to go into the question.

KEATING, J.—What was the nature of the charge?

Garth.—A gentleman in July last year entrusted him with £50 to pay probate duty. Instead of paying it, he received the money and misappropriated it. He was applied to over and over again by other solicitors, who were instructed to apply for the money, and at last representations were made to the Law Society, and Mr. Williamson wrote to him a letter, in which he told him the accusation against him, and asked what answer he had to it, and this is the answer that he makes in February 1873, the money having been paid to him the previous July. "Sir,—At the time I received the cheque from this gentleman an attachment was issued against me, compelling me to absent myself from my office for some time, and ultimately, when going there, I was taken and imprisoned for upwards of six weeks. In consequence my business became neglected, nor could I get money from many people who were indebted to me. The fact of my imprisonment became known, and I was pressed on all sides, and, although I made every effort, I could not raise the money to repay. Had I been left alone I should have done so." That is his explanation.

Clarke.—There were fees owing to Mr. Biddles.

KEATING, J.—So he says.

Clarke.—For business done by him.

KEATING, J.—At all events, this is a gentleman who thoroughly knows the practice of the court. The rule has been enlarged from the 30th May last, he does not take out copies of the affidavits, and five minutes before the case comes on he hands a brief to the learned counsel, without putting him in the situation of being heard. He does not even come here to attempt to take out copies, or to see how matters are going; in fact, he appears to me to treat the court, or at least the proceedings, with something very like contempt. We see no reason why the rule should not be made absolute to strike him off the rolls.

Re JOHN STAINER JONES.

Garth, Q.C.—In this case, my Lords, I have to move that the rule be made absolute. It was a rule calling upon the attorney to shew cause why he should not be struck off the rolls, and there is no cause shown. The rule was obtained in June last.

KEATING, J.—Is it to strike him off the rolls?

Garth.—Yes, my Lord.

KEATING, J.—What was the ground of the rule?

Garth.—There were no less than four charges against him. He has shown no cause and has filed no affidavits. There were four cases against him. One was, a writ was sent to him for service, and for service only, without any authority to receive the money. He told the person upon whom he served the writ that he had better pay the money, and the money was paid, £34, for which he never accounted. About four months afterwards another writ was served upon the debtor at the suit of the same person, and then it turned out that this man had received the money, and had not accounted for it and the money had to be paid over again. Another case was, he was employed by a schoolmistress, near Bristol, to collect a sum of money for her, £10, which he collected, but he never let her know anything about receiving the money, and appropriated it to himself. There are two other cases, one a case

of probate duty, and the other was an application for one of the arbitrators for the arbitrator's fees, and the arbitrator never authorised him to apply. The arbitrator applied afterwards and the money had to be paid twice over, because this money had been misappropriated.

KEATING, J.—You had better call him.

Mr. John Stainer Jones was called three times by the officer of the court, and there was no reply.

KEATING, J.—Then let the rule be made absolute to strike him off the rolls.

Re JAMES JONATHAN THORNLEY.

Garth, Q.C.—My Lords,—In this case I am going to make an application to your Lordships that the rule should be discharged, but I think I ought to tell your Lordships what the nature of the application is, in order that you may deal with it, notwithstanding we have not been able to serve the defendant. The Court of Exchequer have suspended him from practice for two years, and the Court of Queen's Bench have done the same thing. In this court the rule is that all the materials in the other courts should be brought here, that your Lordships may deal with it as they did, or as you please. Mr. Thornley is, so far as we can ascertain, in America at the present time, and I should ask your Lordships to deal with it as the other courts have dealt with it, and suspend him for two years, or else to discharge the rule, whatever your Lordships think right. We have not been able to serve him, and there is no doubt he is abroad.

BRETT, J.—Why should it not be postponed?

Garth, Q.C.—Of course we can enlarge the rule. I do not know that that is of any advantage, except to myself and my learned friend. If he comes back another application can be made; it is merely to prevent my coming to the court every Term, or twice every Term, and asking your Lordships to enlarge the rule. If you allow the rule to be struck out that will be the best course.

KEATING, J.—Then at your request we strike it out.

Correspondence.

UNQUALIFIED PRACTITIONERS — Deeming it the duty of every solicitor to make known to the Profession every attempt he observes, by persons not solicitors to usurp the province of those who are, I beg to call attention, through your valuable medium, to the enclosed advertisement which is repeated week after week in the *Rugby Gazette* and *Midland Times*. Possibly it is not so flagrant an invasion of the rights of the Profession as many others, but I think the whole system of such invasion, for, undoubtedly, it has now become a system, ought to be crushed; and I avail myself of this opportunity of giving to the legal world this notice, in the hope that the accumulated showing up of these advertisements may induce some solicitors of ample means to take the matter up in earnest. GEORGE ASHMALL.

The following is the advertisement so properly complained of, with certain omissions, and which we commend to the notice of the Legal Practitioners Society:

COMMERCIAL INQUIRY OFFICE.

Head Office:—Cheapside.

Branches:—Manchester, Blackburn, Leicester, Edinburgh, Newcastle, Glasgow, Cork, Dublin.

In the interests of trade, and at a heavy expenditure of time and capital, these Offices have been established.

What members are entitled to for £3 3s:—Entitled to—Legal advice at any time, or any number of times, free of charge, on any commercial question. Debts applied for, subject to commission.

Our system of Debt Collecting is much approved—No spending of good money after bad; special facilities in County Courts; judgment against debtor in twelve days; attendance to prove debt unnecessary; commission 5 per cent. under £20, 2½ per cent. above. A carefully revised list of swindlers, with their latest aliases is kept at this office.

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To Correspondents.

STUDENT.—Wharton's Law Lexicon, price 2 guineas.

A COUNTRY ARTICLED CLERK.—You cannot quit the service of your principal without his sanction. It is an omission in your articles. No doubt the almost invariable practice is to allow an articled clerk to serve the last twelve months in the office of the London agent, but this gives you no right to require it.—ED.

INQUIRER.—See Order No. 5, issued by the authority of the judges, on the 31st Jan. 1863, pursuant to 23 & 24 Vict. c. 127, ss. 5, 8 and 9. You must present yourself for examination (intermediate) in one of the two Terms next before or after one-half of your term of service. Communicate with the Registrar of Attorneys, Law Institution, Chancery-lane. The questions and answers for the last examination can be obtained of Messrs. Evison and Bridge, law stationers, Chancery-lane.—ED. SOLS. DEPT.

REPORTS OF SALES.

Tuesday, Nov. 18.

By Mr. H. E. MURRELL, at the Mart.

Bloomsbury.—No. 39, Devonshire-street, freehold—sold for £1035.

Gray's inn-road.—No. 18, Wilson-street, term 37 years—sold for £280.

Camden-road.—Nos. 70 and 72, Brecknock-road, term 76 years—sold for £395.

Euston-road.—No. 138, Seymour-street, term 18 years—sold for £100.

No. 166, same street and term—sold for £175.

Paddington.—No. 22, Cambridge-place, term 48 years—sold for £265.

No. 19, South Wharf-road, term 49 years—sold for £235.

Wednesday, Nov. 18.

By Messrs. HARDS and VAUGHAN, at the Mart.

St. Christopher.—A sugar estate, known as Godwin's plantation, containing 694 acres, with plant and live stock—sold for £6540.

By Messrs. BONHAM and SON.

De Beauvoir Town.—The lease of the Perseverance Tavern, term 49 years—sold for £1850.

Dalston.—Nos. 9 and 10, Gayhurst-villas, term 71 years—sold for £450.

By Messrs. RUSHWORTH, ABBOTT, and Co.

Mount-street.—No. 7, Bell-yard, term 13 years—sold for £450.

Fitzroy-square.—No. 38, Fitzroy-street, term 13 years—sold for £450.

ELECTION LAW.

ELECTION PETITION COSTS.

IN view of the coming general election it may be interesting to our readers to peruse the judgments in a case heard some time since in Dublin on the above subject. It is the well-known case of *Nolan* v. *Trench*. Keogh, J., said: "The general principles upon which we should proceed in this case are clearly laid down by Bovill, C.J.: 'It is impossible to lay down with exactness any rule upon the subject, but generally it would seem that all such costs should be allowed as a solicitor would ordinarily incur in the conduct of his client's business, excluding those extraordinary costs which may have been occasioned either by the default of the client, as by his incurring a contempt, or by his express instructions as to employ an unusual number of counsel. It appears to us that the parties entitled to their costs under the orders, were entitled to an indemnity for all costs that were reasonably incurred by them in the ordinary course of matters of this nature, but not to any extraordinary or unusual expenses incurred in consequence of over-caution or over-anxiety as to any particular case, or from consideration of any special importance arising from the rank, position, wealth, or character, of either of the parties, or any special desire on his part to ensure success. We think also that such extraordinary costs as an attorney would not be justified in incurring without distinct and special instructions from his client, ought not to be allowed, nor the costs of purely collateral proceedings, upon which a party has failed, nor those which may have been occasioned by his default, negligence, or mistake:' (*Southampton case*, L. Rep. 5 C. P. 182.) I will first take the petitioner's notice and his objections to the taxation. The first item of importance contained in the affidavit of Mr. Concannon, the petitioner's agent, was the retainers to counsel. The petitioner retained two leading counsel, giving them each ten guineas before the petition was filed, in order to secure their services. There was much discussion on the principle of these retainers. We cannot see the principle on which the master took five guineas off one, and allowed no retainer to the other counsel. I think there is some doubt as to whether this retainer did not retain the services of the counsel for life. We were referred to the rules of the Bar which were adopted at a meeting of the Bar held on 3rd May, 1864, and by them it appeared that a fee of five guineas was sufficient to retain any member of the Bar for a particular court or circuit where he ordinarily practised, but the retaining fee to retain a counsel in every case was understood and was there laid down to be ten guineas. That is necessary to retain a counsel before a suit was instituted. This jurisdiction did not exist at all at the time these rules were passed. These inquiries are almost invariably held in a remote part of the country. We do not think that this retainer comes at all within the descriptive particulars 'court or circuit where the member of the Bar usually practised,' and, therefore, we think that the attorney for the petitioner was perfectly justified in securing the services of these counsel, whom he, in the exercise of his discretion, thought necessary for the proper conduct of his case, and he was quite entitled to give them ten guineas each. We are of opinion that this item should be allowed, and we will send it back for retaxation. The next item is the case laid before the senior counsel to advise proofs. Twenty guineas were paid for this, which was cut down by the master to fourteen guineas; we cannot see on what principle. If there ever was a case, the magnitude and importance of which justified a liberal payment to counsel, this was one. It was not a very large fee, but the master has reduced it. It is a question of principle, of great and grave importance, not only to the Bar, but to the public; it is conceded that the attorney for the petitioner was acting for the benefit of his client, and that being conceded I think it of the last importance to the public that when a solicitor thinks fit to give a proper remuneration to a counsel, his authority should not be treated with levity and set aside. I think no taxing-master, whether of this or any other court, can be as good a judge as a respectable solicitor acting *bonâ fide* for his client. He has means of knowing what is just to the Bar, taking into account the merit of the counsel he thinks fit to employ. We think this was a most proper fee, both in amount and in principle. As to the item of the *subpœnas*, which is an item of very considerable magnitude, we see no reason to doubt the statement of Mr. Concannon that it would be dangerous to serve *subpœnas* with more names than one. But it is stated by the master that there was an agreement that *subpœnas* should be allowed for each two witnesses; the matter was quite in his discretion and we decline to interfere. As to the item of fees on the briefs of counsel, I apply all I said before to this. 150 guineas were given to each of the leading counsel; but this was cut down. I will again refer to the judgment of Bovill, C.J., in the *Southampton* case. The first question argued there was as to the fees allowed to the leading and junior counsel. 'If these fees were allowed as being a uniform standard of allowance without reference to the particular case, we think this course would be wrong, and that the master ought to exercise his judgment in each case, but at the same time we see no objection to the master adopting such a scale as an average for ordinary cases.' This was an extraordinary case. The master allowed 100 guineas as the usual fee. He should have exercised his discretion. There should be no uniform rule in a case of such magnitude. As to the consultation fees and refreshers, we do not think they should have been reduced, but we decline to interfere with the discretion of the master as to the number of consultations. As to the shorthand writer's notes, nothing delays the case so much as taking down the evidence. The machinery for taking down the evidence, by means of shorthand writers, was provided by the Legislature. During the whole of this case there was constant reference made to the shorthand writers notes which were in the possession of counsel, and after all this are we to come to the conclusion that shorthand writers are not to be paid for by the parties? We think they should be paid for, but not as charges for brief, but specifically what was paid for them should be allowed, and the attorney's expenses incident to procuring them. It was said that three counsel were allowed, and that they should take down the notes. I think when a counsel is in a case he should act as counsel and not as a mere note-taker. As to the expenses of the witnesses, the registrar's certificate is not indispensable, the master should allow all witnesses, *bonâ fide* summoned, no matter whether they were examined or no. We think the party is not bound to examine every witness he summons. As to the objection that the registrar did not give his certificate till after the judge's term of office expired, our previous decision renders it unnecessary to decide this point; but we have doubt that the registrar could give his certificate even now. As to the application of the respondent to reduce the taxation of the master, one of the items was to disallow the fees paid to counsel for daily consultations where it did not appear that difficult points or unexpected complications had arisen during the trial. If that was so, the master would have had to have retried not only the *Galway Election Petition*, but also have decided what matters required consultations. As to the witnesses who were examined to prove treating, the report of the judge was generally against the respondent, and we decline to go behind that.

MORRIS and LAWSON, JJ. concurred.

THE BENCH AND THE BAR.

CALLS TO THE BAR.

LINCOLN'S-INN. — John Morley, Esq., B.A., Oxford; Frank Pownall, Esq., M.A., Oxford; Sebastian Evans, Esq., M.A. and LL.D., Cambridge; Arthur Griffith Poyer Lewis, Esq., B.A., Oxford; John Reeve Brooke, Esq., B.A., Oxford; George Burvill Rashleigh, Esq., B.A., Oxford; George Broke Freeman, Esq., B.A., Cambridge; Robert Wood Smith, Esq., B.A. and S.C.L., Oxford; Frederick Ernest Muntz, Esq., B.A., Cambridge; Thomas Herbert Robertson, Esq., B.A., Oxford; Alexander Henry Patterson, Esq., B.A., Cambridge; Henry Nicholas Courtney, Esq., LL.B., Cambridge; Arthur Horatio Poyser, Esq., B.A., Oxford; Edward Bellasis, Esq.; George Montagu Worthington, Esq., B.A., Cambridge;

Philip Harry Van Cortlandt, Esq.; Frederick Harvie Linklater, Esq.; Alexander Edward Pole, Esq.; Alweyne Turner, Esq.; Edward Morton Daniel, Esq.; Edward Rowdon, Esq.; John Wilkes, Esq., B.A., Cambridge; Percival Beevor Lambert, Esq., B.A., Oxford; and Douglas Nugent Wyndham E. C. Grenville-Murray, Esq., B.A., Oxford.

INNER TEMPLE.—George Drinkwater Lucius Cary, Esq., M.A., Cambridge; Arthur Bovell, Esq., B.A., Cambridge; Henry Studdy Theobald, Esq., B.A., Oxford; William Frederic Thompson, Esq., Oxford; William Samuel Lilly, Esq., L.L.M., Cambridge; Henry De Burgh Hollings, Esq., B.C.L., M.A., Oxon; Jacques Edouard Chenaux de Rosieres Durup de Balaine, Esq., Paris; Cecil Jalland Page Clay, Esq., M.A., Oxford; Thomas George Stacpoole Mahon, Esq., B.A., Oxford; Thomas Ryburn Buchanan, Esq., M.A., Oxon; John Frederick Leigh-Fleming, Esq., B.A., Cambridge; Arnold Morley, Esq., B.A., Cambridge; Henry Fielding Dickens, Esq., B.A., Cambridge; William George Blane, Esq., B.A., Oxon; Cecil George Kellner, Esq., B.A., Cambridge; William Henry Gibb, Esq., B.A., Cambridge; Charles Robert Tyser, Esq., B.A., Cambridge; Walter Herries Pollock, Esq., B.A., Cambridge; John Henry Ward, Esq., B.A., Cambridge; John George McMaster, Esq.. M.A., Dublin; Henry Stevens, Esq., B.A., Cambridge; William Scott Goodfellow, Esq., B.A., Cambridge; William Holmes Carbery, Esq.; David Lewis, Esq., B.A., Cambridge; James Eyre Thompson, Esq., M.A., Oxon; Gordon Taylor Bentinck Wigan, Esq., B.A., Cambridge; William Henry Nash, Esq.; Arthur Heathcote Montagu Long, Esq., Oxon; Arthur Welch, Esq.; Alfred Bray Kempe, Esq., B.A., Cambridge; and James Patten, Esq., B.A., Oxon.

MIDDLE TEMPLE.—Sidney Woolf, Esq., of the University of London, holder of an Exhibition in Common Law and of Real Property, and of an Exhibition granted by the Council of Legal Education in Michaelmas Term 1873; Robert Lloyd Kenyon, Esq., of Christ Church, Oxford, M.A., and Vinerian Law Scholar; William Young, Esq., of the University of London, B.A.; John Barton Hutton, Esq., of Trinity College, Dublin, B.A.; Sydney Twentyman Jones, Esq., of Trinity Hall, Cambridge, LL.B.; Frederick Forester Goold, Esq., of London University; William Blake Odgers, Esq., of Trinity Hall, Cambridge, B.A.; James Nathaniel da'Russell Day, Esq., of Christ's College, Cambridge, B.A.; Arbuthnot Butler Stoney, Esq., of Trinity College, Dublin, B.A., LL.B.; Charles William Greenwood, Esq., of Trinity College, Cambridge, B.A.; William Rutherford, Esq., of the University of Edinburgh, M.A.; Alexander Comyns, Esq., of Trinity College, Dublin, B.A., LL.B.; Thomas Moreton, Esq.; Charles Bousfield Shaw, Esq.; David Jones Lewis, Esq.; John William Edwards, Esq.; Charles Marsh Denison, Esq.; Samuel William Casserley, Esq., of the University of London, LL.B.; Alfred Guy Whipham, Esq.; Jesse Herbert, jun., Esq.; Robert Bovill Neblett, Esq.; and Robert Wilson, Esq.

MAGISTRATES' LAW.

COURT OF COMMON PLEAS.

(Sittings in Banco, before KEATING, BRETT, GROVE, and DENMAN, JJ.)

Re EMILE FERRAND, A FRENCH PRISONER.

Extradition—Evidence.

SIR *John Karslake* (with him *J. H. Hodgson*) moved, on the part of the French Government, for an order to examine witnesses in England, in order that their depositions might be used in a criminal trial abroad. He made his application under the Extradition Act of 1870, which extended to criminal proceedings not of a political nature an Act of 1856, enabling evidence to be taken here in relation to civil and commercial matters pending before foreign tribunals. He produced the certificate of the French ambassador that the prisoner, Emile Ferrand, was in custody on a charge of fraud, and that his offence was not of a political character. The matter had been before Mr. Justice Denman at chambers, who had referred it to the court, his difficulty being that the examination would be in the absence of the accused. As to this, the Extradition Amendment Act, passed in August of the present year, expressly enables a Secretary of State to order the examination of witnesses for the purpose of any criminal matter pending abroad, whether in the presence or absence of the person charged.

BRETT, J., said that if it had not been for the Act last cited, he should have thought it a fundamental principle of English law that no examination should be taken in a prisoner's absence.

KEATING, J., thought the charge should be definitely stated, as it was in proceedings before magistrates under extradition treaties. One of the practical inconveniences of this novel proceeding was that it must necessarily be *ex parte*.

Sir *John Karslake* said that the Legislature armed our courts with this authority as a matter of international courtesy. He did not see why the prisoner should not instruct counsel to show cause. As a matter of fact, a somewhat similar order made at chambers had been set aside by the Court of Queen's Bench, on the application of counsel for the prisoner, as informal. The prisoner could not be made to attend here, as he could not be held in custody. It seemed from a recent case in the Queen's Bench, in the matter of a prisoner named Elise Counhaye, that depositions duly authenticated, though not taken in the presence of the accused, were admissible in proceedings under the Act of 1870.

GROVE, J. remarked that this was only a *semble* from the case, and added that the statute of 1870 did not contain the strong words introduced in that of the present year.

Sir *John Karslake* said that the Act of 1870, extending that of 1856 to criminal matters, was possibly an instance of the Legislature entirely forgetting what the other Act was about. It might be a rule of English law that depositions taken in the absence of the accused could not be used against him, but the English courts might nevertheless allow such evidence to be taken. They merely perpetuate the evidence, they do not sanction its use. The order could be framed so as to issue an affidavit of notice to the prisoner and service. It was assumed by the comity of nations that foreign tribunals would act right, and in this case they were desirous of having evidence given under the sanction of an oath instead of a voluntary statement.

BRETT, J., remarked that in the recent Extradition Amendment Act the Legislature had expressly and deliberately overruled what the courts considered a fundamental principle of English law, and the courts were of course bound by their decision.

KEATING, J., said that the wording of the last Act proved that the Legislature knew what words to use to effect its deliberate purpose. Those words, however, did not appear in the Act of 1870.

Sir *John Karslake* said that the order might be drawn up in an imperfect form to be completed on affidavit of service. The prisoner would then have an opportunity of appearing by counsel. Civilised nations must be trusted to do their duty in criminal cases. Our own laws of evidence were not perfect, and a trial was now pending in which very strong remarks had been made on the inconvenient distinctions between civil and criminal evidence in our own courts.

GROVE, J., said he should like to have the question argued before granting an order. Why had the French Government not applied to a Secretary of State, under the recent Act?

Sir *John Karslake* said this had been done, but the Secretary of State had sent them to the court.

KEATING, J., said there was a provision in the Act of 1856 that the Lord Chancellor and two judges should frame rules for giving effect to the provisions of the Act, and regulating procedure under it. This had never been done, and he looked upon it as a formidable objection to the motion.

Butt, Q.C., in answer to a question of the court, stated that he had urged the objection alluded to by Mr. Justice Keating in a recent motion before the Court of Queen's Bench, but that the court had refused to entertain it.

KEATING, J., said that quieted him, though he should have great doubt had the matter been *res integra*. He should, however, like to have the nature of the charge before the court.

It was arranged that the matter should be again mentioned to the court next week, with fresh materials for a decision.

PRACTICE UNDER THE LICENSING ACT 1872.

THE following case has been submitted to counsel by the justices' clerk of Newark:—

THE LICENSING ACT 1872.

Counsel's attention is particularly called to the copy of correspondence between the Secretary of State for the Home Department and the Justices of the Peace for the Borough of Newark, and to the copy memorial incorporated therewith, which accompanies this case. It will be seen therefrom that differences have arisen between the licensed victuallers of Newark and the said justices and their clerk upon the construction of the Licensing Act 1872, and as to the duties of the justices and their clerk thereunder.

At the General Annual Licensing Meetings for the borough for the years 1872 and 1873, the chairman was the present ex-Mayor of the borough, and who is a solicitor in practice. At such licensing meetings the justices required each applicant for a licence or a renewal of licence to state on oath the name and residence of the owner of his premises, for the reasons stated in their clerk's letter of the 2nd Oct. to the Secretary of State, considering it of great importance to have on the register (by sect. 36 of the Licensing Act 1872, directed to be kept) the correct names and addresses of owners to whom certain notices of disqualification and convictions have to be given. Sect. 36 of the Act states that "every person applying for a new licence or the renewal of a licence shall state the name of the owner of the premises in respect of which such licence is granted or renewed, and such name shall be endorsed on the licence." Sect. 42, sub-sect. 3, enacts, "The justices shall not receive any evidence with respect to the renewal of such licence which is not given on oath," and such sect. 42 concludes, "Subject as aforesaid, licences shall be renewed and the powers and discretion of justices relative to such renewal shall be exercised as heretofore."

The justices and their chairman and clerk considered that the justices had power to require the statement of each person applying for a new licence or the renewal of a licence to be given on oath.

For administering such oath the clerk charged an additional fee of 1s., according to the scale of fees referred to in his said letter of the 2nd October. It will be seen by the Secretary of State's letter of the 6th October that he considers "the requirement of an oath on the statement as to the ownership of premises to be unauthorised by the Licensing Act 1872, and quite unnecessary," and that "the charge of a fee for such oath is therefore irregular." Section 36 of the Act enacts that in every licensing district there shall be kept by the clerk a register of licences "containing the particulars of all licences granted in the district, the premises in respect of which they were granted, the names of the owners of such premises, and the names of the holders for the time being of such licences. There shall also be entered on the register all forfeitures of licences, disqualification of premises, record of convictions, and other matters relating to the licences on the register." The latter part of the section enacts "and there shall be paid by each licensed person to the clerk in respect of such registration the sum or fee of 1s. for every licence *granted or renewed*."

The justices' licences are in force for one year, expiring on the 10th Oct. in each year, and therefore at the Annual Licensing Meetings, a renewal licence is granted to each applicant who previously held a licence. Since the passing of the Licensing Act 1872, such licence by way of renewal granted at each licensing meeting has been entered on the register by the clerk, who has each year charged each licensed person a fee of 1s. for every licence "renewed."

It will be seen by the Secretary of State's letter of the 6th Oct. that "with regard also to the registration of licences on renewal, Mr. Lowe thinks that re-registration in every case, where is no change of ownership, is unnecessary and oppressive."

Although the former part of sect. 36 enacts that the register is to contain particulars of "all licences granted," yet as the latter part enacts the payment to the clerk of a fee of 1s. for every licence granted or renewed, the clerk considers he is entitled to register every licence renewed, and to charge each licensed person such fee on "every licence granted or renewed," that is, "yearly," irrespective of change of ownership.

Sect. 29 of the Act of 1872 empowers the local authority to grant to any licensed victualler or keeper of a refreshment house in which intoxicating liquors are sold, "an occasional licence exempting him from the provisions of the Act relating to the closing of premises during certain hours, and on the special occasion or occasions to be specified in the licence."

The Newark Licensed Victuallers' Association have, by their secretary, on more than one occasion applied to the justices for a general order, exempting, on certain days, the licensed victuallers as a body from the provisions of the Act relating to closing of premises. The justices have declined to make such general order, as being contrary to the intention of the Act, and have only granted the occasional exemptions by "an occasional licence" to each licensed victualler requiring or applying for the exemption. And the justices have declined to recognize the association, contending such association has no *locus standi* before them, and that they must have applications from individual licensed victuallers, so as to be able to enforce the penalties imposed by the Act for infringement of any of its provisions by such persons. For each occasional licence so granted the clerk has charged a fee of 2s. 6d., considering that in the absence of any fee being named in the Act of 1872 for such occasional licence, he is legally entitled to charge the full fee of 5s. for every such licence as for an original licence, but being satisfied to charge for such occasional licence the same fee as is given by 5 & 6 Vict., c. 44, sec. 3, for endorsement of a temporary licence.

Counsel is requested to advise on behalf of the justices and their clerk.

1. Whether under the Licensing Acts or otherwise the justices have the power or discretion to require each applicant applying to them each year for a new licence, or for the renewal of licence, to state on oath the name and address of himself and the owner of the premises in respect of which such licence is granted or renewed? And, if so, whether the clerk can legally charge a fee for administering such oath in addition to the fees payable for the licence?

2. Is the opinion of the Secretary of State, as expressed in his letter of the 6th Oct., in conformity with the requirements of the Act as to the registration of licences? If so, are not licences granted yearly by way of renewal to the same person to be entered on the register either as to date or otherwise? And if so, how is the register to show "particulars of all licences granted, and the names of the holders for the time being of such licences?"

3. Can the clerk legally charge at each Annual Licensing Meeting, or otherwise, whenever a licence is transferred at a special sessions for transfer of licences, the fee of 1s. for registration of every licence granted or renewed? If not, when and under what circumstances may he charge such fee?

4. Are the justices right in their contention as to "granting occasional licences" only to individual licensed victuallers; or have they the power, and ought they to make such grant, by one general order for the whole of the licensed victuallers within their jurisdiction? And are the justices justified in refusing to grant the Licensed Victuallers' Association, as an association, any *locus standi* before them?

5. Can the clerk legally charge the fee of 2s. 6d. for each "occasional licence?" If not, what fee ought he to charge for the same?

And generally to advise the justices and their clerk on the case.

COPY OPINION.

I am of opinion that upon an ordinary renewal the justices should not require a statement on oath or otherwise of the ownership, because sect. 42, part 2 provides that they shall not take any evidence with respect to the renewal, &c., unless after notice of opposition. Upon application for a new licence the justices are bound to take evidence of the ownership. It is said that the applicants shall state the name of the owner, but I rather infer that it is not to be on oath.

2 and 3. I am of opinion that the Secretary of State is wrong as to the registration. By sect. 36 the register is to contain the names of the holders for the time being. How can this be if the original licence expire on the 11th Oct., and the renewal is not registered? It seems to me clearly necessary to register the renewal—not the particulars afresh—but the fact of renewal, and in case of a transfer, the name and address of the present holder. If so, it follows that the clerk is entitled to the fee of 1s., and both propositions are completely established by the concluding sentence of sect. 36, "and there shall be paid by each licensed person to the clerk in respect of such registration the sum or fee of 1s. for every licence granted or renewed."

4. I am also of opinion that the justices are clearly right in not recognising the Association, and in granting occasional licences to individuals only. Nor have they the power under sect. 29 to make any such general order as is proposed. Under that section the licence must be granted to the individual, and must specify the special occasion or occasions, and the hours. It is also in my opinion an original licence, and may be so treated in charging a fee.

I should, therefore, suggest to the justices that they answer the letter of the secretary to the effect that, in accordance with his letter, they propose to abandon the evidence of ownership upon renewals, and the oath in respect of it, on the original application, but that upon the question of registration they are advised that it is a matter over which they have no control, inasmuch as sect. 36 peremptorily directs not them, but the clerk, to register the renewal, and that otherwise the register could not show the present state of the premises, whether licensed or not. They might add, also, that they are advised that the clerk, in omitting to register such renewals, would render himself liable to an indictment for disobeying the statute, as in my opinion he would be. By sect. 58 the register is to be evidence of all the matters required to be be entered.

WILLIAM J. METCALFE.

Temple, Oct. 17.

THE LATEST PROMOTION.—A Brussels correspondent writes:—"The English residents here were greatly amused at reading, in one of the Brussels papers, that 'General' Vernon Harcourt had been appointed Solicitor-General—'Le Général Vernon Harcourt a été nominé Solicitor-Général.'"

REAL PROPERTY AND CONVEYANCING.

NOTES OF NEW DECISIONS.

WILL—CONSTRUCTION—SPECIFIC LEGACY.—A testatrix gave to her trustees a certain sum of £3 per Cent. Annuities, "or the stocks or funds which may at the time of my death represent such annuities," upon trust to pay or transfer thereout "£100 of such trust funds" to A.: Held, that the expression "of such trust funds" must be construed to mean "part of such trust funds," and that therefore the legacy to A. was specific. Distinction between specific and general legacies: (*Davies* v. *Fowler*, 29 L. T. Rep. N. S. 285. V.C. M.)

WILL—CONSTRUCTION—LEGATEE—SUBSTITUTIONARY GIFT TO CHILDREN—DEATH OF PARENT BEFORE DATE OF WILL.—A testatrix by her will gave a sum of money to the children of her late cousin, and declared that if any "legatee" should die in her lifetime leaving a child or children him or her surviving, such legacy should not lapse but be paid to such child or children: Held (affirming the decision of Malins, V.C.), that the children of those of the cousin's children who died before the date of the will did not take by substitution, their parents not being "legatees" under the will: (*Hunter* v. *Cheshire*, 29 L. T. Rep. N. S. 283. Ch.)

VENDOR AND PURCHASER—CONTRACT FOR SALE OF REAL PROPERTY — ABSTRACT OF TITLE — DELIVERY, WITHOUT FRAUD, OF IMPERFECT ABSTRACT—DEFECT IN TITLE ARISING ALIUNDE—DEEDS BONA FIDE OMITTED FROM ABSTRACT.—The plaintiff's testator was the purchaser, at an auction, of real estate belonging to the defendant, which was sold subject to the conditions that "an abstract of the title" should be delivered within seven days from the sale, and that the purchaser "should, within twenty-one days from such delivery, make his objections and requisitions in respect of the title;" and that all objections and requisitions not made within that time should be taken to be waived; and that, in case the purchasers should make any "objection to or requisition on the title," which the vendor should be "unwilling or unable" to answer or comply with, the vendor reserved to himself the option (notwithstanding he might have attempted to answer or comply with "such objections or requisitions," or might have partly done so) "at any time" to rescind the contract, on repaying the deposit, &c. An abstract was delivered within the seven days, and within the twenty-one days the purchaser sent in (together with valid objections) a frivolous and unfounded objection to the title therein disclosed; and, as he persisted in such objection and declined to complete, the vendor filed a bill in equity against him for specific performance. In his answer to the bill, put in on the 23rd Sept. 1868, the purchaser repeated and insisted on all his old objections, and he also for the first time raised a new objection to the title, on the ground that the abstract was defective because of the omission therefrom of certain deeds which materially affected the title, and of the existence of which deeds he had only recently, and long subsequently to the delivery of his original objections, become aware. On the 2nd Dec. 1868, and while the suit was pending, the purchaser died. On the 26th Jan. 1869, the vendor's solicitors applied by letter to the late purchaser's solicitors for the name of his executor, "in order" (they added), "to revive the suit, which we shall do at once." On the 11th Feb. 1869 this information was furnished to them, and on the following day, the 12th, they informed the purchaser's solicitors that "they should rescind the contract and present petition to dismiss the bill." Eventually, on the 12th April 1869, the bill was dismissed, without costs, on the purchaser's motion. An action having been brought by the plaintiff, as executor of the purchaser, against the vendor for breach of contract in not deducing a good title, and for damages for loss of bargain, &c., it was found, as facts, by the arbitrator to whom it was referred, to state a case for the opinion of the court, first, that the omission of the deeds from the abstract was made intentionally, but *bonâ fide* and under the advice of counsel, as it was supposed that they did not affect the title; secondly, that in an abstract delivered by the vendor under a previous contract in 1867 to sell the property to another purchaser, these deeds were included, and that on an objection being taken in respect of these deeds, the contract was abandoned by the vendor; thirdly, that a good title was not deduced in the present case, but that there was no fraud or fraudulent misrepresentation; and fourthly, that the rescission of the contract by the vendor was not from unwillingness or inability on his part to answer or comply with objections to or requisitions on the title. Held, by the Court of Exchequer, Kelly, C.B., and Martin and Cleasby, BB. (Bramwell, B. dissenting as to the first, and doubting as to the second), first, that the defendant had power to and did rescind the contract within the meaning of the condition of sale; secondly, that the plaintiff was not entitled to damages for loss of bargain; or, thirdly, to recover the costs of defending the suit in Chancery. Per Bramwell, B. (*contra*), first the finding of the arbitrator that the rescission was not from the vendor's unwillingness or inability to answer or comply with objections or requisitions, concluded the case against the defendant; but, secondly, even if that were not so, the vendor had no power to rescind at the time he did; nor any right under the conditions to rescind at all, except in respect of objections made to the title disclosed in the abstract, or of those that arose therefrom. Upon error being brought by the plaintiff, upon that decision, to the Court of Exchequer Chamber, it was held by Blackburn, Keating, Brett, Archibald, and Honyman, JJ., that the judgment of the majority of the court below was right, and should be affirmed. *Sed contra*, per Grove, J., agreeing with Bramwell, B., on the first ground, that the judgment was wrong, and should be reversed: (*Gray* v. *Fowler*, 29 L. T. Rep. N. S. 297. Ex. & Ex. Ch.)

VENDOR AND PURCHASER—CONDITIONS OF SALE — DELIVERY OF ABSTRACT — WANT OF TITLE IN VENDOR—TIME FOR MAKING OBJECTIONS.—The plaintiff was the purchaser, at a sale by auction, of an estate put up for sale by the defendant (together with A., since deceased) subject to conditions of sale. By the third condition the vendors were to deliver an abstract of title within seven days, and "all objections and requisitions not stated in writing and delivered to the vendors' solicitors within fourteen days from the delivery of the abstract, were to be considered as waived," and, in that respect, "time was to be of the essence of the contract." The twelfth condition stipulated that "the vendor being trustees should not be required to obtain the concurrence of anyone interested in the proceeds of the sale," and the fourteenth condition stated that "if the purchaser should fail to comply with these conditions his deposit should be thereupon actually forfeited to the vendors," who were to be at liberty to resell and recover the deficiency, if any, and the costs of resale from the defaulting purchaser. The plaintiff signed the usual agreement to complete the purchase according to the conditions, and paid a deposit of £300. An abstract of title was delivered within seven days, which showed that the property had been devised to the defendant and his co-trustee A. (since deceased) upon trust to pay the income to F. S., the testator's son-in-law, for life, and after his decease to sell the estate and stand possessed of the proceeds" "upon the trusts for the children of the said F. S. as therein mentioned." It was stated in the abstract that F. S. would join in conveying the property; but the abstract was silent as to whether or not F. S. had any children. An objection, though not until after the expiration of the stipulated fourteen days, was made by the purchaser to the title, on the ground that F. S. being still alive, the power of sale had not arisen, and the vendors could make no title, to which the vendors replied, first, that the objection was made too late; and secondly that it was not a valid one. It subsequently appeared that the trusts in favour of the children of F. S. were for the benefit of such of his children by H. S., the testator's daughter, as should be living at testator's death, to be paid to them if sons at twenty-one, or if daughters at that age or marriage, with limitations over for the benefit of survivors on the death of any child under twenty-one and being a daughter unmarried. F. S. and H. S. had eight children living at the testator's death, all of whom at the date of the sale had attained twenty-one, and three of whom being daughters had married and settled their shares of the trust fund. An action having been brought by the plaintiff, the purchaser, to recover his deposit, it was Held, by the Court of Exchequer (Kelly, C.B. and Martin and Pollock, BB.), that he was entitled to recover it back, although the objection to the sale was not made within the stipulated fourteen days, the vendors having in fact no title at all to sell the property, and no power to make one. By Kelly, C.B., that the abstract was not a complete or sufficient one, and therefore the time limited for delivering objections had not commenced to run. By Martin and Pollock, BB., that the condition as to waiver and forfeiture applied only to objections and requisitions in the case of a simply defective title which could be made good on the defects being supplied, and not to a title wholly bad, and incapable of being made valid. *Semble* (also by Martin and Pollock, BB.), that the abstract, if a true abstract of such title as the vendor had at the time, was good, although the title shown by it was bad, and not such as the purchaser was bound to accept, and that the reference to the trusts of the will, in favour of the children, sufficiently called the vendee's attention to the trust, to call on him to make a requisition or objection on the subject: (*Want* v. *Stallibrass*, 29 L. T. Rep. N. S. 293. Ex.)

MERCANTILE LAW.

NOTES OF NEW DECISIONS.

CHARTER-PARTY--ADVANCES AGAINST FREIGHT —STIPULATION FOR INSURANCE UPON ADVANCES BEING EFFECTED BY CHARTERERS.—By a charter-party made at Bombay, a ship of the respondents, merchants at Greenock, was to proceed from Bombay to Calcutta, and there load a cargo to be conveyed to the United Kingdom. A clause in the charter-party was as follows:—"Sufficient cash for ship's ordinary disbursements to be advanced the master against freight; subject to interest, assurance, and 2½ per cent. commission; and the master to indorse the amount so advanced upon his bills of lading." Of this charter-party the appellants were indorsees. While the ship was at Calcutta preparing for the voyage, various advances for the ship's ordinary disbursements were made by the appellants, and the master gave them, on account of such advances, a bill drawn on the respondents. The respondents refused to accept the bill, on the ground that the master had no power to give it, and that under the charter-party the appellants should have effected an insurance on freight to the amount of their advances. No such insurance was, however, effected, though the appellants had time to insure after notice of the respondents' refusal to accept the bill. The ship having been lost on the voyage to the United Kingdom, the appellants brought an action to recover the amount of their advances. Held (affirming an interlocutor of the first division of the Court of Session), that under the charter-party the respondents had a right to rely on an insurance upon the advances being made by the appellants, who had stipulated for and received the right to charge the premium; and that the appellants, having chosen not to insure, must bear the loss. Held further that a clause in the interlocutor appealed from, affirming in law that advances against freight for a ship's ordinary disbursements can be recovered in the event of the loss of cargo, should be omitted, because unnecessary, and, assuming the question to be governed by English and not Scotch law, incorrect: (*Watson and Company* v. *Shankland and others*, 29 L. T. Rep. N. S. 349. H. of L.)

COUNTY COURTS.

BRADFORD COUNTY COURT.

(Before W. T. S. DANIEL, Q.C., Judge.)

Oct. 24 and 28.

TURNER *v.* TOMLINSON.

Trade fixtures—Purchase—Removal.

A purchaser from a tenant of trade fixtures is bound to remove them during the term, at the peril of their becoming the property of the landlord, and if he has paid the tenant for the fixtures, but omits to remove them, contrary to the conditions under which he bought it is his loss, and not a breach of contract for which the tenant can recover even nominal damages. If disputes afterwards arise between the tenant and his landlord, which the tenant compromises by payment of a sum of money, he cannot recover against the purchaser the sum so paid, or his costs of defence as damages; they are too remote.

W. Shaw, instructed by *Rawson, George*, and *Wade*, for plaintiff.

Berry (*Berry* and *Robinson*) for defendant.

His HONOUR.—This action is brought to recover the sum of £31 18s. 7d. as damages for breach of contract. The facts were as follows. The plaintiff was tenant from year to year of a mill, called the Woodlands Mill, of Low Moor, near Bradford, under an agreement which entitled him to determine the tenancy on three calendar months' notice, at any time, to be served or sent through the post. The rent, £175 per annum, was payable quarterly in advance. He had occupied the mill for trade purposes, and had placed in it machinery, which was affixed to the freehold, but removeable as trade fixtures. On the 30th Dec. 1871, he sent his landlord a notice through the post of his intention to determine the tenancy as from the 1st April 1872, and deliver up possession on that day. The machinery was advertised for sale by auction on the 12th March 1872. The sale was duly held and the defendant attended and was declared the purchaser of various lots comprising sixteen looms. By the fourth condition of sale, all the goods sold were to be at the risk of the purchaser from the fall of the hammer, and to be removed at his expense within seven days from the day of sale. By the fifth condition, if the purchaser did not remove the goods within seven days his deposit was to be forfeited to the vendor, who was to be at liberty to re-sell, and if any loss arose on such re-sale the purchaser in default was to pay such loss with the costs of the re-sale. In this case the defendant, immediately after the sale, paid to the auctioneer, as the agent of the plaintiff, the full amount of his purchase-money for all the looms, and he had the full power of removing them all at once or as soon as he pleased. He did remove nine of the looms, but left seven, and on the 29th inst. the plaintiff gave the defendant formal notice to remove those seven forthwith. The defendant having paid the whole amount of the purchase money, the fifth condition ceased to be operative, as its object had been fully answered by payment to the plaintiff of the purchase-money, and the removal of the loom previously to the 1st April thenceforth became a matter which concerned the defendant only. The plaintiff having performed his part of the contract by giving the defendant the right and opportunity of removal, and thus, as it seems to me, the contract between these two parties was fully performed, and neither could complain of any breach of the other. What happened afterwards, and which has furnished the occasion for the present action, was this: On the 1st April the defendant's seven looms, together with a number of others which had been sold by the plaintiff and not removed by the purchaser, had not been removed from the Mill, but the plaintiff duly tendered to the landlord the possession of the mill by offering him the key, which the landlord refused to accept, insisting that the notice of the 30th Dec. was not a proper notice, and that he was entitled to a six months' notice, and consequently the tenancy was not determined, and he should hold the plaintiff liable to the accruing rent, which was payable in advance, and treat the continuance of the looms in the mill as a continued occupation by the plaintiff. Assuming the notice of Dec. 1st to be a good notice, as being one authorised by the contract of tenancy, the landlord's contention was unfounded, and really against his interest, for the looms that had been left by the defendant and the other purchaser being affixed to the freehold, and not removed during the term, became the property of the landlord, as part of the freehold, and they had ceased to be chattels removable according to the usage of trade by the plaintiff or any person claiming under him. The law upon this subject is perfectly clear, and the authorities are collected in Woodfall's Landlord and Tenant, p. 482, 7th edit. *Poole's case* (1 Salk. 368, by C. J. Holt); *Ex parte Quincey* (1 Atk. 477, by Lord Hardwicke), and other authorities down to *Lyde* v. *Russell* (1 B. & Adol. 394), and *Minshall* v. *Lloyd* (2 M. & W. 450), and the recent case of *Holland* v. *Hodgson* (L. Rep. 7 C. P. 328. Ex. Ch.) have established beyond all question that looms of the description of those in this case are fixtures and not chattels, so far as the right of the freeholder is concerned. The law upon this point is so clear, and has been so long settled and well understood, that I should not have thought it necessary to do more than state it but that I find that brokers in this district, who, like the defendant, buy property of this description, are in the frequent habit of leaving the machines upon the premises, in the hope of being able to sell them upon better terms if left standing than if removed. And it is well for them to know that in order to secure this advantage to themselves, if they buy from a tenant and do not remove during his term, they must treat with the landlord for permission to continue the looms upon the premises, as the looms become his property, and may be sold and disposed of for his benefit without reference to them. The dispute between the plaintiff and his landlord afterwards took this singular course. The plaintiff insisting that his tenancy had been duly determined and his liability as tenant at an end, the landlord brought an action against him in this court for use and occupation subsequent to the 1st April, and claimed £50. To sustain his defence it became necessary for the plaintiff to put in the agreement of tenancy, and to show that the notice of the 30th Dec. was a good notice, and properly sent through the post. Upon being produced the landlord objected to its reception in evidence for want of a proper stamp. The registrar, on looking at the document as the officer of the court charged with that duty, decided that it was not properly stamped. It was stamped with a 6d. agreement stamp only, whereas it ought to have been stamped with an *ad valorem* stamp upon the amount of rent reserved, and upon appeal to me I held the decision of the registrar to be right. The proper stamp according to the scale in the schedule to the Stamp Act (33 & 34 Vict. c. 97) s. 96, being £1. This defect could have been remedied by the plaintiff paying to the registrar the penalty and the stamp, and the cost of proving the document to be stamped; but he preferred entering into a compromise with the landlord, and paid him £15 in satisfaction of his claim, and the costs of the action. And he paid his own attorney the sum of £16 3s. 7d. for the costs of his defence. These sums, together with 15s. for certain broken squares of glass, as to which there was no evidence, make up the amount of the damages sought to be recovered from the defendant in this action. A simple statement of these facts will suffice to show that these sums are in no sense damages which the plaintiff has sustained through the defendant's breach of contract. They are sums which the plaintiff has voluntarily paid under a view which he thought proper to adopt of the course which it was for his interest to take in a litigation with a third party, who was neither party nor privy to the contract between him and the defendant; and in which litigation the plaintiff would have succeeded according to the evidence before us upon this trial if he had thought proper upon that occasion to have made the proper evidence of his defence receivable according to law. Upon the trial of the present action I have allowed the agreement to be put in evidence though not properly stamped, being tendered for a collateral purpose. Mr. Berry for the defendant, objected to its reception, and, if this case is carried further, the benefit of that objection is reserved to the defendant. The plaintiff asked for a judgment in his favour, at least for nominal damages, contending that by not removing within the seven days the defendant had broken his contract. As the defendant paid at once the whole purchase money to the plaintiff, he thereby acquired the full benefit of his contract, and the non-removal did not injure him, but operated only to the defendant's prejudice.

Judgment therefore will be entered for the defendant, with costs.

CROYDON COUNTY COURT.

Monday, Nov. 4.

(Before H. J. STONOR, Esq., Judge.)

COSTICK *v.* LAPORTE; NASH *v.* SAME; WELLS *v.* SAME (MARTHA C. LAPORTE, Claimant).

Interpleader — Married Women's Property Act 1870.

Under sect. 1 *a married woman is entitled to earnings of business, though carried on where her husband resides, if he does not assist or interfere therein. Under sects.* 1 *and* 11 *such earnings, and the investments of the same are vested in a married woman at law as well as in equity. Under sect.* 1, *furniture purchased with such earnings, held to be an "investment." Presents to a married woman laid out with such earnings in furniture not within the Act.*

IN the above actions and interpleader summons, heard at the last court,

His HONOUR this day delivered judgment as follows: In these three actions the plaintiffs recovered judgments for £33 17s. 6d., £15 18s. 6d., and £17 13s. respectively, and levied executions on goods in the house where the defendant resides. His wife now claims these goods as her property in which her earnings in the employment of a lodging-house keeper have been invested by her, and to which she is entitled for her separate use under the Married Women's Property Act 1870, sect. 1. The amount of the judgments has been paid into court by the claimant or her friends. The circumstances of the case are as follows: In August 1872, the claimant was living with her husband (who was an invalid) in a house at Brighton, taken in her name, and in which she carried on the business of a lodging-house keeper, also in her name, and by her alone, although her husband on a few occasions wrote letters in his own name to tradesmen and others, chiefly as to repairs of the house (three of which were produced). These letters he wrote at the request of the claimant, and otherwise he had nothing to do with the management of the house. In the month of August 1873, most of the furniture in the house was seized in execution and sold, and after payment of the debt there was a trifling balance, which was paid to the claimant. A small quantity of furniture remained unsold, and additional furniture was purchased by the claimant, and the whole of such remaining and additional furniture, the claimant deposes, was purchased by her since the passing of the Married Women's Property Act, 9th Aug. 1870, with her earnings, and with presents amounting to £20, given to her by her sisters for her separate use; and the claimant produced bills and receipts made out in her own name, showing the dates of the purchases and prices of such goods, with some trifling exceptions. All these goods have been seized in execution. The first point is whether the earnings of this lady fall within the terms of the first section of the Married Women's Property Act 1870. The second point is whether the furniture purchased by her with such earnings was an "investment" within the meaning of that section. The third point is, the operation of the section with regard to such furniture supposing it to be such an investment. The words of the section are: "The wages and earnings of any married woman acquired or gained by her after the passing of this Act, in any employment, occupation, or trade in which she is engaged, or which she carries on separately from her husband, also any money or property so acquired by her through the exercise of any literary, artistic, or scientific skill, and all investments of such wages, earnings, moneys, and property shall be

deemed and taken to be property held and settled to her separate use, independent of any husband to whom she may be married, and her receipts alone shall be a good discharge for such wages, earnings, and property." It was argued by the counsel for the execution creditors that as the claimant's husband was living with her in this lodging-house she cannot be said to have carried on the business of such lodging-house separately from her husband; but I think that if it had been the intention of the Legislature to limit this provision to cases where the wife lived apart from her husband, or gained her earnings or wages at some other place than where her husband resided, such intention would have been clearly and unequivocally expressed, and that it is not necessary for the separate carrying on of a business by a married woman that she should live apart from her husband, or gain her earnings or wages elsewhere than where he resides, but only that he should not carry on, or assist, or take part in carrying on such business. If the income of money be settled on a woman separately from her husband, it does not imply that they are living apart, and there is nothing in what may be termed the settlement by the Legislature of her earnings and wages for her separate use which to my mind involves or implies her living apart from him, or gaining them elsewhere than at her residence. It will be observed that the second clause of the section relates to "any money or property so acquired by a married woman through the exercise of any literary, artistic, or scientific skill." The effect of the word "so" in this clause appears to me to be very doubtful, whether it merely restricts the money or property in question to such as may be acquired after the passing of the Act (either separately from or jointly with her husband), or whether it is to be further restricted to money acquired by her separately from her husband. The first is certainly the strict grammatical construction of the clause, but, on the whole, I incline to the later construction as being more rational in itself, and also more consonant with what I conceive to have been the intention of the Legislature; but in neither case, do I think, does the second clause affect the construction of the first clause. With regard to the furniture, I can see no reason why it should not be included in the term "investment," in legal construction, however it may be in common parlance. The third point is attended with much difficulty. The section says that such investments by a married woman "shall be deemed and taken to be held and settled to her separate use." Now, if property be "held and settled to the separate use of a married woman," it is clear that (independently of this Act) it must be vested in some other person for that purpose, either in a trustee, or, if no trustee be named, in her husband, and if it remain in her husband, it must still remain at common law subject to his debts, and in such case her remedy against her husband's creditors would only be by a bill in equity, and, as will presently appear, it is extremely doubtful whether such relief could be obtained in this court, or only the superior court. It, however, seems to me convenient and equitable to hold that the effect of the 1st section, taken in conjunction with the 11th section, which gives the wife a right of an action at law in respect of the property held or settled to her separate use, is to vest such property in her and devest it from her husband at law, and that it is much to be regretted that the 1st clause did not contain a clear express provision of the kind. As the Act now stands, a married woman's earnings and the investments of it are "to be deemed and taken to be held and settled to her separate use;" whilst deposits in savings banks and property in funds, joint-stock companies, and industrial societies, are, by the 2nd, 3rd, 4th, and 5th sections, to be deemed "to be the separate property of such woman as if she were unmarried." And personal property coming to her as next of kin not exceeding £200, and the rents and profits of real property are declared by the 7th and 8th sections "to belong to the woman for her separate use." The 11th section, however, provides "that a married woman may maintain an action in her own name for the recovery of any money earnings, wages, and property by the Act declared "to be her separate property, as if such wages, earnings, moneys, chattels, and property belonged to her as an unmarried woman, and in any indictment or other proceeding it shall be sufficient to allege such wages, earnings, and property, &c., to be her property." And I think that, according to a liberal and equitable construction of the Act, I ought to hold that, as the Act gives the married woman the same absolute and exclusive right to bring actions and institute criminal prosecutions in respect of earnings and investments of the same as it does with regard to the funds and other property especially named in the 2nd, 3rd, 4th, 5th, 7th, and 8th sections, it must have been the intention of the Legislature to vest such earnings and investments in her as well as the funds and property last mentioned at law, to enable her to bring such actions and commence such proceedings. I therefore think that if the claimant was entitled to the furniture purchased with her earnings for her separate use under the 1st section of the Act (as I have held), the same was vested in her at law, and not in her husband, and was, therefore, not subject to his debts, and she has taken her proper remedy in this court, and is entitled to a verdict as to the proceeds of such furniture. A difficulty remains as to the £20 which the claimant admits to have received from her sisters and laid out in furniture, and as this money is clearly neither wages nor earnings, it certainly does not fall within the Act, and is simply the case of a woman receiving with her husband's consent a sum of money probably for her separate use, and which she lays out with his sanction in the purchase of furniture used by her in her separate occupation, and the question at present is whether at common law this furniture can be seized by the sheriff, and I feel no doubt that such is the case and that, therefore, the judgment creditors, according to the priorities of their executions, are entitled at law to recover the amount from the money paid into court. It is, however, possible that the claimant may be able to make out a case in equity by showing that her husband did, in the words of Lord Hardwicke in *Maclean* v. *Langlands* (5 Vesey, 78), "by some clear and distinct act devest himself of his property, and engaged to hold it as a trustee for the separate use of his wife," and if so she would be entitled to an injunction from the Court of Chancery staying further proceedings (according to the case of *Newlands* v. *Paynter*, 4 Myl. & Cr. 408), and likewise to the payment to her now of the remaining £20 of the fund in court. But if she be entitled to such relief in equity, I think it very doubtful whether this court could afford it to her under the limited jurisdiction which it possesses in equity. Of course the subject-matter is within the amount of such jurisdiction (£500), but it is difficult to say that it falls under the second head of such jurisdiction, viz., "the execution of trusts" (County Courts Act 1865, s. 1), notwithstanding that constructive trusts have been held to fall under that head (*Clayton* v. *Renton*, L. Rep. 4 Eq. 58); and it certainly does not fall under any other head of such jurisdiction. The claimant has also admitted that she is in receipt of certain rents settled to her separate use, but there is no evidence that such moneys were applied by her in the purchase of any of the goods which have been seized, and therefore it is immaterial. On the whole, I thing that there must be judgment in favour of the creditors according to the priorities of their execution to the amount of £20, and judgment for the claimant as to the balance. I cannot conclude without drawing attention to the extremely careless manner in which this Act is drawn throughout, and also to the great hardship on creditors, who are given by it no action at law against married women for debts incurred by them probably on the credit of the earnings and separate property vested in them by the Act (and which they cannot recover at law), but are left to the expensive, hazardous, and tardy remedy of a Chancery suit in the Superior Courts in every case, however small the amount may be. Verdict for the execution creditors according to their priorities for £20, and for the claimant as to the rest of the moneys in court. The whole of the money to remain in court one month, with liberty to all parties to appeal during that time, and no order as to costs.

GUILDFORD COUNTY COURT.

Thursday, Nov. 13.

ALLWYN *v.* LUFF.

(Before H. J. STONOR, Esq., Judge.)

Ejectment—Possession for twenty years—Evidence.

THIS was an action to eject defendant from a cottage at Shepherds-hill, Haslemere.

Folkard, barrister, instructed by *Alberry* and *Lucas*, Midhurst, was for the plaintiff.

F. A. Lascelles, barrister, instructed by *G. H. Hull*, Godalming, was for the defennant.

Folkard, in opening the case, said it was an action brought to recover possession of a house and garden, situate at Haslemere. Plaintiff is a chemist, and occupies the post-office at Haslemere, and defendant occupies the property which is the subject of action. He should be able to trace the ownership of the property since the year 1834. In 1834 one Baker conveyed it to Peter Older in fee. This property Peter Older afterwards mortgaged to one Woods; afterwards both Older and Woods conveyed to Edward Hoad; Edward Hoad's executors afterwards conveyed to Caroline Woods, who also took under the will of her husband, the mortgagee, Woods. For a consideration of £30 Caroline Woods conveyed to the present plaintiff. With regard to the question which would arise out of the Statute of Limitations, he should show that rent was paid under distress in the year 1849, and also in 1851. After that, in 1862, the mortgagee and mortgagor joined in conveyance. This proceeding in 1862 brought them within the required term of twenty years. That would be his case. He would now proceed to put in the several documents. The first deed was on the 6th and 7th Jan. 1834, being a lease and release, and a conveyance in fee from George Baker to Peter Older of all that messuage or tenement, with garden and appurtenances therein, in the occupation of Charles Hampshire. The next document was dated the 8th Jan. 1834, in which Peter Older mortgaged it to the said Baker for the term of 1000 years for £60, with provisions for redemption, on payment of principal and interest, with power of sale in default. Then, on the back of that was a receipt indorsed for £60, as a receipt for principal and interest, due on the mortgage dated 8th Sept. 1835. On the 7th and 8th Dec. 1835 Peter Older mortgaged to Charles John Woods for £90, continning the power of sale in default. On the 10th Nov. 1862, the indenture between Peter Older on the first part, Charles John Woods on the second part, and Edward Hoad on the third part, was drawn, being a conveyance to Edward Hoad, for a consideration of £50. On the 15th March, there was a reconveyance, endorsed on the back of the deed by Edward Hoad's executors to Caroline Woods, Charles John Woods having died in the meantime. He put in an authorised copy of the will of Woods, whereby he willed his property absolutely to his wife Caroline. Now he came to the plaintiff. On the 25th of April 1871, Caroline Woods conveyed, both under the will of her late husband and under the re-conveyance, the property in question, in fee, to Peter Allwyn, the plaintiff, for a consideration of £30. That was the end of the documentary evidence. He proposed to make out a *prima facie* case, and then, when Mr. Lascelles had brought his case forward, to call, if necessary, further evidence.

Lascelles said he should object to that, but on an intimation from his HONOUR he withdrew the objection.

Folkard then called Mrs. Clark, one of the tenants of the house, who proved being distrained on for rent in 1849.

W. H. Biddlecombe was the next witness, and he said that he was bailiff at Godalming County Court, and remembered distraining.

Francis Hillier said that in 1851 his father was the tenant of the cottage, and a distress was put in for rent.

In answer to *Lascelles*, Hillier said that his father refused to pay any rent after that, and he never did pay any.

This was *Folkard's* case.

Lascelles thought that as the plaintiff had failed to make out the receipt of any rent, or to show occupation or possession since 1851, a period of more than twenty years, there was an end to his case. There was also an unsatisfied term of 1000 years.

His HONOUR said that was eased by the Satisfied Terms Act.

Lascelles handed up the case of *Owen* v. *Owen* (3 H. & C. 88) but

His HONOUR, after looking into it, said he was quite clear it did not apply to the present case.

Lascelles contended that plaintiff's only evidence was that of a documentary character. He again alluded to the mortgage as a term of 1000 years, and said that that interest still existed.

His HONOUR repeated that that was eased by the Act of 1845. The question was whether, upon the Statute of Limitations they had shown the occupation of possession, or enjoyment within twenty years.

Folkard said that in 1862 there was payment upon the mortgage.

His HONOUR.—That action between the third parties cannot affect the defendant. Defendant, as far as it appeared, was in possession, and might have been, for any evidence to the contrary, in possession for twenty years. There was no evidence that plaintiff had exercised any of the rights of ownership for twenty years.

Folkard.—We claim through the mortgagee and the mortgagor.

His HONOUR.—That does not affect the case. The question is whether you have proved that you have been in receipt of the rents, or in possession of the property, within twenty years.

Folkard said that the Act of Will. 4 was passed expressly to protect the title of mortgagees. Till that deed was executed—the deed of 1862—there had been rent received within twenty years—to wit, within eleven years, and therefore Peter Older was at perfect liberty to convey. Payment of interest and principal of the mortgage was made in 1862.

His HONOUR.—That cannot affect the defendant, except under same Act of Parliament. Show me the Act.

While a copy of the Act (7 Will. 4 & 1 Vict. c. 28) was being procured, *Folkard* again urged that by the payment of the interest and principal in 1862 the Statute of Limitations could only be brought to bear upon them from that date.

As his HONOUR was about to refer to the Act,

Lascelles rose and said he should be sorry to occupy the time of the court unnecessarily. He had looked into the matter while they had been waiting, and he was bound to admit that what his learned friend said was right.

Folkard said that he was glad to hear his friend say so. The first statute of Will. 4 did not protect mortgagees, and, in consequence of the inconvenience thus occasioned, the Act to which he had referred was expressly passed to remedy it. The statute preserved to the mortgagee and those claiming under him the same right of entry as if the previous Act had not been passed. He (*Folkard*) proceeded to quote two cases in point from the 17 Q. B. Rep., and said that on these cases and the Act he based his case.

His HONOUR said, that under the statute and the two cases quoted, the plaintiff was entitled to a verdict, and he found for the plaintiff.

BANKRUPTCY LAW.

COURT OF BANKRUPTCY.

Tuesday, Nov. 18.

(Before Mr. Register ROCHE, sitting as Chief Judge.)

Re TAYLOR.

Composition—Nonpayment—Valuation of security—Injunction.

THIS was an application on behalf of G. A. Taylor, a liquidating debtor, for an order restraining Michael Waterer from proceeding with an action against the applicant.

In July 1872, Taylor, who had carried on business in Change Alley as a tailor, presented a petition for liquidation by arrangement, and at the first meeting the creditors passed a resolution to accept a composition of 2s. 6d, in the pound, payable by instalments of 1s. 3d. each on the 1st Oct. and the 1st Nov. then next, in satisfaction of their debts, and a trustee was appointed for the purpose of making the payments to the creditors. At the second meeting of creditors the resolution was confirmed, and it was afterwards duly registered. Mr. Waterer was a creditor of Taylor for £200 and upwards, holding as security a policy of assurance upon the debtor's life, and the name of Mr. Waterer appeared in the list. The composition had been paid to all the creditors except Mr. Waterer, and the trustee stated that, although he had the necessary funds in hand, he was unable to pay him, not knowing the amount at which he valued his security. Mr. Waterer had been requested to prove his debt, but he had not done so. The question was whether the creditor could now proceed at law for the recovery of his original debt.

Winslow appeared for the appellant, and *Doria* for the debtor.

His HONOUR, in giving judgment, said the question in this case was of a very simple kind. The authorities showed that if default was made in payment of a composition the debts of the creditors would revive, but in the present case application had been made to the creditor to value his security, so that the composition might be paid upon the balance of the debt, and he had not done so. He that sought equity must do equity. If the creditor had said the policy was of no value, or had estimated the value of it, the trustees would have been bound to pay the composition upon the balance, but as the facts stood there was no pretence for bringing the action, and an injunction must be granted, the trustee tendering to the creditor the composition on the debt actually due to him.

LEGAL NEWS.

AN American, in replying to his antagonist in court, said he had "a keen rapier with which to pierce all fools and knaves," whereupon his opponent "moved the court" that the rapier be taken from him lest he should commit suicide.

CENTRAL CRIMINAL COURT.—The Judges on the *rota* for the next session of the Central Criminal Court, appointed to commence on Monday next, are Chief Baron Kelly, Mr. Justice Brett, and Mr. Justice Quain.

SIR THOMAS ERSKINE MAY, Clerk of the House of Commons, and Sir Henry Sumner Maine, have been unanimously elected Benchers of the Middle Temple.

As many as 14,053 attorneys and solicitors, writers to the signet, proctors, and notaries took out the annual certificate authorising them to practise, in the financial year 1872-73. The number is 229 more than in the preceding year.

CHANCERY CHAMBERS.—The chambers now occupied by the chief clerks of Vice-Chancellor Hall are about to be pulled down, to complete improvements in Lincoln's-inn. The old chambers of the Rolls' Court are being prepared for the officials. The removal will be made next month.

ATTORNEYS' CERTIFICATE.—The duty on attorneys' certificates is now payable, and must be paid by the 16th proximo.

THE TEMPLE GARDENS.—The chrysanthemums at the Temple Gardens are now in bloom. Mr. Newton, the head gardener of the Inner Temple, has reared a fine show, including a white Venus.

THE NEW LAW OFFICERS.—With regard to the dignities to be conferred upon the new Attorney-General and Solicitor-General, the *Daily Telegraph* states that both will be knighted, and that in the case of the Attorney-General a Privy Councillorship will also be bestowed—a precedent which it is intended to follow in future cases. It is also generally understood that after the Judicature Bill comes into operation the law officers of the Crown will not, so far as concerns the action of Liberal Governments—continue to have any particular claim to such vacancies as may arise in the chief seats of Common Law Courts, though every special instance will, of course, be considered on its merits.

THE case of *Reg.* v. *Fox and others*, arising out of a boxing-match at Portsmouth, and which has attracted so much attention in the public press, has terminated, after many adjournments, in the committal for trial at the next assizes, on 11th Dec., of all the prisoners, one of whom is a captain in her Majesty's 100th Regiment, and who acted as referee between the parties. Mr. Ford, for the defence, in an exhaustive argument, quoted the case of *Reg.* v. *Young*, and from East's Pleas of the Crown, Foster's Crown Cases, Russell on Crimes, and other authorities, contending that boxing was not prohibited, and that it was not accompanied in the present case with more than ordinary violence, that the match was similar to that which took place at public entertainments, and that the deceased showed no symptoms of distress. The Bench deliberated for one hour and a half, and were not unanimous in their decision.

A MAGISTRATE ON THE POLICE.—At the Clerkenwell police court Mr. Barker, in the course of hearing several cases in which the police had preferred charges of drunkenness against the defendants, and had signed the charge-sheets to that effect, complained that the police never in their evidence said anything about the charge of drunkenness, and therefore he discharged the defendants. He further remarked that when the defendants were charged with disorderly conduct and not with drunkenness, the police invariably gave evidence to the effect that the defendants were drunk. He thought it very strange that constables were not instructed to give their evidence in a straightforward and proper manner. When charges of drunkenness were preferred by the police, and the police did not think proper to give evidence to substantiate the charge, he should always discharge the defendants.

THE NEW SOLICITOR-GENERAL.—Mr. William George Vernon Harcourt, Q.C., who has just succeeded Mr. Henry James in the office of Solicitor-General, is the second son of the late Rev. William Vernon Harcourt, and grandson of the late Most Rev. Dr. Edward Vernon Harcourt, many years Archbishop of York. He was born on the 14th Oct. 1827, and was educated at Trinity College, Cambridge, where he took his Bachelor's degree in 1851, and obtained the honours of a senior optime and a first-class man in the Classical Tripos. He was called to the Bar at the Middle Temple in Easter Term 1854, when he chose the Home Circuit; in 1856 he was made a Queen's Counsel. He has been a commissioner for the Amendment of the Naturalisation Laws, and also of the Neutrality Laws. Mr. Vernon Harcourt holds the Professorship of International Law in the University of Cambridge. He has sat as the colleague of Mr. Cardwell, in the representation of the city of Oxford, since the last general Election. He is married to a daughter of the late Mr. Thomas H. Lister, and step-daughter of Sir George C. Lewis.

LAW STUDENTS' JOURNAL.

QUESTIONS ASKED AT THE INTERMEDIATE EXAMINATION.

MICHAELMAS TERM, 1873.

I.—*Preliminary.*

Questions 1 to 5 inclusive.

II.—*From Chitty on Contracts.*

6. What constitutes a valid simple contract?

7. What are the principal distinctions between a simple and a special contract?

8. What agreements are required by the Statute of Frauds to be in writing?

9. Is it essential that the consideration should be expressed in agreements, required by that Statute, to be in writing?

10. How is the law under the Statute of Frauds altered as to guarantees by the 19 & 20 Vict., c. 97, s. 3 (The Mercantile Law Amendment Act 1856)?

11. What is the effect of the consideration in a contract being executory with respect to bringing an action on such contract?

12. What is the effect of marriage upon the contract of a *feme sole*?

III.—*From Williams on the Principles of the Law of Real Property.*

13. What is the proper form of a conveyance in order to vest a freehold estate in one person as trustee for another?

14. What are the rights of a husband in respect of the real estate of his wife; and has any, and what, alteration lately taken place in the law regarding them?

15. A man dies, having contracted for the purchase of an estate; by whom is the contract to be performed, and to whom will the estate belong?

16. In what cases may trustees of a will, or executors, sell or mortgage their testator's real estate for the payment of debts or legacies?

17. Define an executory interest, and distinguish it from a contingent remainder?

18. What limit does the law impose on the creation of executory interests?

19. For what period can a testator direct the income of his estate to be accumulated after his decease? and by what title is the Statute controlling it commonly known?

IV.—*From J. W. Smith's Manual of Equity Jurisprudence.*

20. If a sale or mortgage is proposed to be made by trustees (without the concurrence of the party in receipt of the rents), under a power for raising money, which has for a great number of years not been exercised, what, if any, obligation is imposed on the purchaser or mortgagee?

21. In what cases will a court of equity enforce a specific performance of a parol contract within the Statute of Frauds? Give three instances.

22. If a mortgage is cancelled by a mortgagee, and is so found in his possession on his death, what is the effect as regards the mortgage debt; what becomes of the legal estate in the mortgaged premises, and what is the right of the mortgagor in relation to it?

23. State some of the instances in which persons having limited or ulterior interests in land have a right to have the title-deeds secured, or brought into court for preservation.

24. Where both parties to a suit, in a foreign country, are residing in this country, have our courts of equity any, and if any what, authority to act on the parties in regard to such suits, and by what means; and how can our courts act without appearing to limit or control the foreign court?

25. In cases of private nuisance, what circumstances are necessary to justify the interposition of a court of equity by injunction?

26. If a person of unsound mind is domiciled abroad, may a Commission of Lunacy issue in this country in any, and if in any, in what case?

V.—*Book-keeping.*

27. Describe the use of a day-book.

28. Explain the meaning of the terms, "debit" and "credit."

29. What is meant by posting the ledger?

30. On which side of a ledger ought goods sold to be entered—debtor or creditor?

31. If you receive £5000 from A. B., with instructions to pay £2000 to C. D., and retain £3000 for credit of E. F., how should you enter the sums in your ledger?

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.

SUCCESSION DUTY ACT.—A question under this heading was asked in the LAW TIMES of the 1st inst., in reply to which several diametrically opposite opinions have been expressed. As one of your correspondents has referred with approval to the paper upon this subject which appeared in the LAW TIMES of the 4th Jan. last, perhaps he and your other correspondents may like to have my opinion. It appears clear, I think, that sect. 12 would have exempted A. from any charge for duty had he survived the annuitant. This section appears to have been overlooked by "D.," "A. A. R.," and "T. E. H." Section 7, to which the former refers, has, as he rightly supposes, no bearing upon the matter. Assuming, therefore, that A. was never liable to any presumptive duty, sect. 15 does not apply, as "H. G." seems to think, that section being only applicable to those cases in which the vendors were, or, but for the sale, would have been, liable to some presumptive duty. "S." seems to have come to a correct conclusion; the latter part of his answer is, however, inconsistent with the former, although the section of the Act (29th) to which he refers, has some bearing upon the point. The question does not state whether the power of sale given to the trustees was imperative or discretionary, nor does it state what beneficial disposition was made of

the estate or of the moneys to arise from its sale. If the power were imperative, and the moneys were directed to be distributed as personal estate, the case would fall within the provisions of the Legacy Duty Act (55 Geo. 3, c. 184, sched. 3) (*Attorney-General* v. *Holford*, 1 Pri. 426), and, by force of sect. 18 of the Succession Duty Act, would be altogether exempt from the operation of the last-mentioned Act: (See remarks of Lord Westbury in *Attorney-General* v. *Littledale*, L. Rep. 5 H. of L. 299). If the purchase-moneys were directed to be reinvested in land, to be settled, the case would not fall within the provisions of the Legacy Duty Act (*Mulcs* v. *Jennings*, 8 Ex. 830), but would come within the 29th section of the Succession Duty Act. If the power of sale were purely discretionary, as, for instance, if A. settled the estate and gave his trustees a power to sell it if they thought proper, succession duty would appear to attach upon the estate itself until the sale actually took place; but immediately upon the happening of that event the estate would be free from any claim for presumptive duty. In either of the cases a purchaser under the power would not be liable to any duty consequent upon the testator's death, nor to any duty to which the testator was not himself liable. I am further of the opinion, expressed in the paper above referred to, and for the reasons there stated, that the purchaser is not even liable to that duty to which the testator, if he had lived, would, on another's death, have been liable. I am, however, bound to admit that my opinion is somewhat opposed to the recent decision in the case of *The Solicitor-General* v. *The Law Reversionary Interest Society* (L. Rep. 8 Ex. 233). In the case before us the purchaser is clearly not liable to pay any duty in consequence of the death of the annuitant. The principal difficulty in the case as regards duty arises from the postponement of the sale for ten years from A.'s death. If the disposition in the will brought the case within the operation of the Legacy Duty Acts, legacy duty became payable upon A.'s death upon the value of A.'s interest in the estate—viz., its value less the value of the annuity. If, on the other hand, the case falls within sect. 29 of the Succession Duty Act, then, whether the power was imperative or discretionary, succession duty was probably paid upon A.'s death upon the basis of the beneficiary's life estate in the balance of the annual rents after deducting the amount of the annuity: (Sects. 20 and 21.) Upon the sale taking place, if it were made in pursuance of a discretionary power, and the beneficiary were absolutely entitled to the proceeds, succession duty would be payable upon the capital of such proceeds, but credit would, of course, be given for the amount already paid. If, however, the beneficiary were only entitled to a limited estate or interest, the further succession duty payable upon the sale would only be in respect of his life interest in the increase of his income arising from what was practically the sale of the reversion to the rents eaten up by the annuity. In any case, if under the peculiar circumstances of the case the proper duty has not been paid, it must fall upon the investment of the proceeds of the sale, and the persons encitled to it, and not upon the estate or the purchaser.

THE WRITER OF THE PAPER OF THE 4TH JAN. LAST.

SEARCHES, INQUIRIES, AND NOTICES.—I should be glad if you would direct the attention of the writer of the article on Searches, Inquiries, and Notices in the LAW TIMES of the 8th inst., to the Bedford (North) Level Act 1857 (20 & 21 Vict. c. 109), s. 45, which removes all necessity for the entry of any lease, grant, conveyance, bill, or other document on the register as to lands in the North Level District, and to the Middle Level Act 1862 (25 & 26 Vict. c. 188), s. 10, which has a similar provision as to lands within the district of the Middle Level proper. Whether a similar enactment is contained in any Act affecting lands in the South Level I have been unable to ascertain, but careful search should be made. S.

[The writer is much obliged to "S." for pointing out the above Acts, which had been overlooked in consequence of their being Local Acts. The writer will thankfully receive further suggestions and corrections. They should be addressed to him at the LAW TIMES Office.—ED.]

THE LEGAL PRACTITIONERS' SOCIETY.—It would really seem as if at last some few amongst the large number of practising solicitors in England were awakening to the fact that "something must be done," and that unless we are willing to be quietly extinguished by unnecessarily prejudicial legislation, and the various forms of encroachment from which we have already suffered so much, that "something" must be done soon. The formation of the Legal Practitioners' Society (whose prospectus you printed in your last issue) is a practical step in the right direction, and the fact that it is of "a less ambitious character" than some of the existing societies will probably strongly recommend it to those who remember what the more ambitious societies have done for us. After the experience we have had of them, it is plain that, for some reason or other, they have failed to accomplish the more urgent and practical objects for which they were established, and so have ceased to enlist the support of an enormous majority of the members of the Profession. If the new society will only "confine its operations to the reform of proved abuses in connection with the Profession," and take care that those operations are well-timed and sufficiently energetic, it will soon have a larger member-roll and do more real good than all the older bodies put together. I hope that at the preliminary meetings to be held the promoters will consider the advisability of having branch societies or district committees in all considerable towns throughout the country, and of holding at least two general meetings every year, one in London and the other in some provincial town to be selected from time to time. This would tend to foster and increase amongst individual practitioners, especially in the country, a feeling of interest in the general wellbeing of the Profession. The prospectus mentions "some of the subjects which are likely to engage the attention" of the society; but I hope it will not fail to deal also, as incidental to its main objects, with matters such as (*a*) the direct representation of solicitors in Parliament; (*b*) the consideration and, as far as may be the guidance, of proposed legislation affecting the interests of the Profession; (*c*) the facilitating of changes from either branch of the Profession to the other. I may, perhaps, be allowed to suggest the expediency of sending copies of the prospectus to all the known law students' societies. In connection with most of them there are many young solicitors, and both they and their pupils would be valuable accessions. The societies, as such, would also no doubt be induced to affiliate or unite themselves with the Practitioners' Society, for the purpose of concerted action. Before concluding I should like to say one word on the impudent encroachments of county court "agents." In some districts the judges properly keep a tight rein on these gentry, but in others they permit them to have "the ear of the court," as well as to give evidence and issue proceedings. One of your correspondents has I think suggested the only effective remedy. Let the attorneys in every district make an application to the judge of each court for a general order prohibiting the appearance of these agents, and let the application be supported by a memorial signed not only by the attorneys regularly practising in the court, but, if possible, by all residing in the town and neighbourhood. J. H. D.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.

Queries.

24. WILL AND CODICIL.—Is there a case in which a will has been held to speak from the date of a codicil subsequently made confirming the will? S.

25. CHEQUE—SUPPOSED SWINDLE.—A., a Londoner, drew a cheque on a London bank for £5, payable to B. (also a Londoner) or order. B. spent some days at an hotel in Devonshire, and paid his bill of £4 with the cheque, which he endorsed, receiving £1 in change. The cheque was dishonoured, and B., although applied to, cannot or will not pay the money, and the holder (the hotelkeeper) thinks he has been swindled. I presume any action against A. must be brought in a metropolitan county court. If so, can the holder recover his expenses to London, and is there any mode of compelling the attendance, as a witness, of B.? Please suggest a mode by which the hotelkeeper can punish B., if he cannot recover his money. S.

26. DEVISE—WORDS OF REVOCATION.—A. by his will, dated in 1839, devised certain estates (held on a lease for lives renewable for ever) in Ireland to C. in fee. A. afterwards, by a codicil to his will, revoked the devise and declared "that the said C. shall not at any time have or be entitled to the said estates or any share thereof." A. then devised said estate to D., "for the term of his natural life, with remainder to his first and other sons successively in tail male." All D.'s sons are dead, and left no issue. D. is now dying. To whom will the estate go on his death? C. being the heir-at-law of A., and there being no ulterior devise of the property, and the entail having failed. Do the words revoking the devise to C. debar him from claiming as A.'s heir-at-law? PERSEVERANDO.

27. CONVEYANCE.—A testator devises and bequeaths all his real and personal estate unto and to the use of his trustees upon trust to sell and convert into money, and thereout pay his debts and a legacy given to the wife of one of the trustees (B.), and divide the rest of the proceeds of such sale and conversion between the trustees themselves. One of the trustees (B.) buys a portion of the real estate at a sale. Who are the necessary parties to the conveyance? C. T.

28. MORTGAGE—STAMP.—A. mortgaged a farm to B for £1000; no covenant for payment of interest was inserted in the mortgage, as it was not intended that any should be paid. A. afterwards borrowed the further sum of £300 of B., and gave him a further charge on the farm for the £300 and interest, and also covenanted for payment of interest on the original principal sum of £1000 from the date of the further charge. Is the further charge liable to additional stamp duty in respect of this latter covenant? If so, would it be sufficient to stamp the deed as a security collateral to the original mortgage in addition to stamping it with *ad valorem* duty in respect of the further charge, or is *ad valorem* duty on the £1000 (as on mortgage) required? Reference to authority desired. CLERK.

29. RAILWAY—TRESPASS.—A. is convicted for trespassing on a line of railway and fined 10s. and costs. The railway company in a few days afterwards placed on their stations printed notices of the offence as a caution to others, giving A.'s name and address. Can they legally do so? Cases and authorities will oblige. A CONSTANT READER.

30. MARRIED WOMAN—ACKNOWLEDGMENT.—J. P., who died in 1869, by his will made in 1868, devised to trustees (his widow and two sons), freehold property upon trust for sale, the widow to receive interest of proceeds for life, then divisible amongst his children. The sons (trustees) died in 1870. The will contains usual clause for appointment of new trustees, and the widow by deed appointed another son and a daughter. The daughter shortly afterwards married, and the property has since been sold. Does the purchaser's conveyance require acknowledgment, the married daughter being simply a bare trustee, with a beneficial interest after her mother's death? G. M. W.

31. LIQUIDATION—CREDITOR—PROOF.—A. applies to B. for a loan of £100. B. not having the cash hands to A. certificates of shares in a building society, worth considerably more than that amount, which certificates A. deposits with C. as security for a loan of £100. A. files his petition for liquidation, and in his statement includes only B. in respect of this transaction. C. being secured, of course will not prove, and it is argued, as to B., that until he pays the £100 he is not a creditor, and has no claim proveable under the liquidation. He is therefore advised not to pay or attempt to prove; but, on the other hand, it is said that if he has not sustained a present loss to the extent of the value of the shares, he is at least £100 the worse, because he must pay that amount before he can recover his property, and should therefore prove for that amount. What is B.'s position? SUBSCRIBER.

32. EDUCATION ACT 1871, AND AMENDING ACTS.—Can you, or any correspondent of the LAW TIMES, oblige "Clerk" by giving him the title, publisher, and price, of any good and complete treatise on the Education Acts, up to the present time, for the use of School Board clerks. CLERK.

33. COMMISSIONER.—Can a commissioner for taking affidavits who is the managing clerk to a firm of solicitors, take affidavits in business matters in which his firm are concerned. ENQUIRER.

Answers.

(Q. 1.) LEGACY DUTY, &c.—In *Izon* v. *Butler* (2 Price 34) and *Attorney-General* v. *Holbrook* (3 Younge & Jerv. 114; s.c. 12 Price, 407), legacy duty was declared payable on two bond debts, bequeathed to the obligees. (See Williams on Executors, 7th edit., vol. 2, p. 1303, and Roper on Legacies, vol. 2, p. 61. 3rd edit.) C. C.

(Q. 8.) INTEREST IN LAND.—As the mortgagor agrees to grant an "actual interest" in land, a written agreement is required under 29 Car. 2, c. 3, s. 4: (*Crosby* v. *Wadsworth*, 6 Ea. 602; *Carrington* v. *Roots*, 2 Mee. & Wel. 248; *Jones* v. *Flint*, 10 Ad. & El. 753, cited in Sugden's Vendors, 14 edit., Ch. 4, sect. 2.) It appears that the writing would be necessary even if the mortgage should be executed one day subsequently: (*Bracebridge* v. *Heald*, 1 Bar. & Al. 722.) A mortgage may be assigned by parol: (*Richards* v. *Syms*, Barnard 90; *Martin* v. *Mowlin*, 2 Burr. 979; 1 Bligh, N.S., 541; see Bythewood's Conv., vol. 1, pp. 278, where the subject is discussed.) C. C.

(Q. 9.) EJECTMENT.—Twenty years' possession confers a *prima facie* title, which it might be difficult to uproot effectually, although the legal estate is outstanding. If possible, it should be got in, for safety, and to prevent the necessity of joining several plaintiffs. See 15 & 16 Vict. c. 76, ss. 180-201; *Doe d. Hanson* v. *Parke* (4 A. & E. 816), cited in Cole on Ejectment, pp. 74-5, where it is stated that the names of the trustees should be joined with that of the *cestui que trust*: (*Doe d. Harding* v. *Cooke*, 5 Moo. & Pay 181; *Doe d. Wilkins* v. *Cleveland*, 4 Man. & Ry. 666, cited in Bythewood's Conv., vol. 1 (1842), and *Doe d. Hurst* v. *Clifton*, 4 A & E. 809; *Orchard* v. *Coulstrong*, 6 Man. & Gr. 75; *Doe d. Prosser* v. *King*, 2 Dowl. 280; *Doe d. Vine* v. *Figgins*, 3 Taunt. 440; *Doe d. Shepherd* v. *Roe*, 2 Chit. R. 171; *Doe d. Hammick* v. *Fellis*, id. 170, may be referred to.) C. C.

(Q. 10.) ARTICLES.—"Vetus" cannot present himself for intermediate examination earlier than Easter Term, 1874: (see Reg. Gen. Trinity Term, 1861, sect. 2, subsect. 1.) Should he not present himself in that or the ensuing term, his examination as to time will be subject to any rule which may be made relating thereto, should the judges in the exercise of their power and discretion as a lawful authority, think fit so to do: (see Supreme Court of Judicature Act, 1873, part 3, s. 26.) H. L.

(Q. 11.) STAMP.—By the Stamp Act 1870, the stamp duty on a memorandum of a surrender, if made out of court, is the same as on a sale or mortgage of a freehold

estate. The admittance generally forms part of the surrender, and which may be arranged under the following clauses: Consideration, Surrender, Parcels, Estate, Admittance, Habendum, Fine, Signature of Steward. The admittance of a mortgagee is analogous to that of a purchaser, the stamp du y being payable only on the principal deed, viz., the surrender, and under sect. 84, cl. 2, the steward can refuse to admit any person tenant under, or by virtue of any surrender, &c., which is not duly stamped. The stamp duty of 2s. 6d. on copyhold admittances (13 & 14 Vict. c. 97) has been repealed. COPYHOLD.

(Q. 12.) POOR LAW.—"G. K." is referred to 43 Eliz. c. 2, ss. 6 and 7, which treats of relief by relations who must be natural relations by blood, and to the last edition of Archbold's "Poor Law." In the index to the latter he will find under the head of "Grandfather," liability to maintain grandchildren, and to be maintained by them. PAUPER.

— A grandson is not liable to keep a grandfather or grandmother: (see Justice of the Peace 31, p. 755.) F. W. F.

(Q. 13.) LEGACY DUTY.—Assuming that J. G. did not marry a relative, A. T., his sister-in-law, would have to pay succession, not legacy duty, at the rate of ten per cent. upon the £70, to which she succeeds upon his death. J. T. would also be liable to succession duty upon the remainder of the settled property, at a rate to be settled by his relationship to J. G. (sect. 10). S.

(Q. 15.) POWER.—Sealing is not an additional solemnity within the Wills Act (*vide Taylor* v. *Meade*, 34 L. J., Ch. 203; in addition to the case quoted, *West* v. *Ray*, Kay 392). The following occurs in Prideaux, 6th edit., p. 298: "Where a power of appointment is to be exercised under hand and seal of the donee, it cannot be exercised by a will of the donee executed according to the formalities of the Wills Act if it is not also sealed." SIG.

(Q. 17.) SALE of GOODS—STATUTE OF FRAUDS.—Would not the vendor's best course be to sue the purchaser on his dishonoured cheque, leaving the latter to prove the want (if any) of consideration? S.

(Q 18.) INNKEEPER.—See case precisely in point answered in Justice of the Peace for 15th Nov. 1873, p. 733. F. W. F.

(Q. 20.) COUNTY COURT—EQUITY—FEES.—For (A) Registrar of County Court can charge as he takes accounts in every sense of the word; for (B) he is not entitled. His duties are purely ministerial, and although the decretal order directs that the conditions of sale and abstract should be approved of by the registrar, nothing is generally done in respect of them by way of investigation. The responsibility rests with the solicitor who has the conduct of the sale. In a sale under the Partition Act 1868, in which I was interested, Registrar of the County Court of the district charged for (A) but not for (B). QUID.

LAW SOCIETIES.

LAW AMENDMENT SOCIETY.

LAST Monday evening the first meeting of the Law Amendment Society took place at its rooms, Adam-street, Adelphi, when a paper was read by Mr. Thomas Webster, Q.C., on "The Copyright as affecting British Authors in the Colonies, United States, and Foreign Countries."

The chair was taken by Mr. Henry Reeve, C.B., who, in introducing Mr. Webster, dwelt upon the importance of the subject about to be introduced of International Copyright. Besides the interest which the subject had for authors, he said, and those who were financially connected with copyright, it had a legal bearing, as it raised questions of law, both in this country and in the colonies, which had not been as fully considered as perhaps they should be. The object the society had in view was to call attention to the questions of this kind, and to afford information on various points which presented themselves to the members; and he had no doubt that the paper about to be read would contribute to that result.

In the course of Mr. Webster's remarks, he said that property in intellectual labour, as embodied in a "book" or "dramatic piece," the subject of Talfourd's Act, 5 & 6 Vict. c. 45 (the Imperial Copyright Act 1842), was recognised by most civilized nations, and maintained and protected by them in some way. The laws of such property, as regarded subject matter and ownership, might be regarded as substantially the same in all countries, but the practice and procedure were widely different. The assimilation of the law practice and procedure, affecting or relating to such property, was a subject well deserving the attention of this society. It had been touched upon on various occasions. The late Mr. Robertson Blaine brought the subject of international copyright before the jurisprudence section at the Bradford Congress of the Social Science Association in 1862. A number of gentlemen, interested as authors and publishers, had brought the subject from time to time before the Foreign Office, the Colonial Office, and the Board of Trade; communications had also taken place with Canada and the United States. Draft Bills had been prepared and schemes proposed with the common object of securing some more satisfactory arrangement as regarded the colonies and the United States of America. The Vienna Patent Congress on this subject was attended by a large body of American masters, and an accredited representative from the Government of the United States. In the course of the discussion, some of the American speakers who were insisting on the rights of inventors, were met with the question, what do you say as to the rights of authors? If you ask Europe to give an international patent law, surely the United States should give a copyright law, upon which there was an unanimous expression of opinion in favour of such a law, with a promise to follow up the subject. It had been found convenient to distinguish between the two senses which might attach to the word "copyright" with reference to rights existing before and after publication. Copyright before publication was the common-law right to property founded on labour and occupancy; property existed in ideas embodied in words, lines, or symbols, by being committed to paper. That embodiment was in the sole possession and sole control of the author: he could retain in secret or disclose its subject in a limited or partial manner, or publish it by printing or sale in the usual manner. Copyright after or on publication was the creation of the municipal law, regulated by the ordinances and statutes of each country. To property in the product of intellectual labour before publication, the term claim or right might be applied with equal propriety; but to property in such product after publication the term claim should be applied, inasmuch as the "right" was that which the law of each individual country afforded. The right after publication consisted in the right of the sole and exclusive liberty of multiplying copies of the work so published, the conditions of which it might be expedient to vary according to the circumstances and exigency of each country. The word "author" used in the statute is employed without limitation or restriction; it must, therefore, include every person who shall be an author, unless from the rest of the statute sufficient grounds could be found for giving the term a limited signification. The preamble of the Imperial Copyright Act 1842, was quite inconsistent with the conclusion that the protection given by the statute was intended to be confined to the works of British authors. On the contrary, it seemed to contain an invitation to men of learning in every country to make the United Kingdom the place of first publication of their works; and an extended term of copyright throughout the whole of the British dominion was the reward of their so doing. So interpreted and applied, the Act was auxiliary to the advancement of learning in this country. The real condition of obtaining its advantages was the first publication by the author of his work in the United Kingdom. After many representations from the colonies, it was suggested, by authority of the Board of Trade, that each colony should take its own steps to protect the British author, and an Act was passed (10 & 11 Vict. c. 95, 1847), by which provision was made for supending the prohibition of the importation of foreign reprints of English books into a colony, in cases where the colony might make the provision for protecting the rights of the author, such provisions having the approval of Her Majesty in Council. Then the Government became empowered to suspend the operation in the colony of the Imperial Copyright Act. The different Acts afterwards made with regard to the subject were said to have been a complete failure. Under them the colonists collected next to nothing for the British author, and were supplied with United States reprints, smuggled across the border without paying duty. The inefficiency of the Act rendered it necessary that some arrangements with both Canada and the United States should be made.

In the discussion that followed the reading of the paper—

Mr. Frederick Hill said that the proceedings at the Vienna Congress augured well for the success of the measure which contemplated allowing authors, wherever they might issue their works, the right over the proceeds of the labour. It seemed that we were on the point of inducing the Americans to agree to some satisfactory arrangement. Under the present circumstances the reward of intellectual labour was diminished, the motive for exertion was reduced, the character of literature was to a certain extent marred, and the true interest of all was in the protection of the very best works of literature. He then moved that the paper be referred to the Jurisprudence section of the association for their consideration, with a view to action.

Mr. White was of opinion that the difficulty and unfairness which existed under the Copyright Act was in the power of Parliament to remedy.

Mr. Thomas Longman thought that if copyright was property it should be protected and guarded in the most careful manner. Lord Macaulay, speaking in the House of Commons on the subject, said that there was no doubt that copyright was a monopoly; but was of the very best kind, and was created for the best object, and with the best result. Authors, who formerly were paid by patronage, were now rewarded according to their labours, the value of which were fully recognised, and there did not appear to be a better regulation than this possible.

The meeting terminated in the usual manner.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at 1, Milford-lane, Strand, W.C., on Wednesday, the 19th Nov., Mr. E. F. Stanway in the chair. Mr. H. Saunders opened the subject for the evening's debate, viz., "That a republican Government is best suited to the Spanish people." The motion was lost by a majority of three. The Judicature Act is also now under discussion by the members of this society, a portion of the Act being considered and discussed at each meeting.

LEGAL PRACTITIONERS' SOCIETY.

A PRELIMINARY meeting of members of both branches of the Profession took place on Thursday last, at the rooms of the Social Science Association, 1, Adam-street, Adelphi, to consider the desirability of establishing the above society, the prospectus of which we published last week, and which has already received much support. The chair was taken by W. T. Charley, Esq., M.P., D.C.L., and it having been resolved to establish the society, after much discussion, the meeting was adjourned to the 7th Jan. next. Pressure on our space prevents our publishing a full report, which, however, we hope to do in our next issue. We understand that a large number of letters were received from members of both branches of the Profession, as well in country as in town, expressing regret at being prevented attending the meeting.

MANCHESTER LAW STUDENTS' DEBATING SOCIETY.

A MEETING of the members of this society took place on the 18th inst., Mr. Jeffson, solicitor, president of the Manchester Incorporated Law Association in the chair. Dr. Pankhurst, barrister-at-law, delivered a lecture on the "Historic and Philosophic Methods in relation to the Study of the Law."

THE COURTS & COURT PAPERS.

BANKRUPTCY COURT.

THE following notice has been issued:—"The Chief Judge will not sit on Monday next, the 24th, but will sit on Wednesday, the 26th, and following days."

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Nov. 7.

HOWARD and GILLESPIE, attorneys and solicitors, Old Broad-st. Oct. 18. (Alfred Howard and Alexander Gillespie.)

Gazette, Nov. 11.

CLEMENT and SON, attorneys and solicitors, Alton. (James White Clement and James White Clement, jun.) As regards Clement, jun. Nov. 8. Debts by J. W. Clement

MARTIN, GREGORY, and BOWERMAN, attorneys and solicitors, Cannon-st. July 31. (Lewis William Gregory and Richard John Bowerman.)

Bankrupts.

Gazette, Nov. 14.

To surrender at the Bankrupts' Court, Basinghall street.

DOBSON, JOHN THOMAS, financial agent, West Kensington-gdns, Pet. Nov. 12. Reg. Pepys. Scls. Messrs. Chapdell, Golden-sq. Sur. Dec. 2

EATON, AMBROSE, merchant, Great St. Helen's, and Devonshire cottage, Devonshire-rd, South Lambeth. Pet. Nov. 12. Reg. Spring-Rice. Sol. Dowling, Basinghall-st. Sur. Nov. 27

HANDLEY, JAMES, victualler, Wych-st, Strand, and St. Leonards, Mortlake Pet. Nov. 11. Reg. Pepys. Sols. Roscoe and Co High-st, Finsbury. Sur. Nov. 25

To surrender in the Country.

DEAN, JOHN AUGUSTUS, grocer, Nottingham. Pet. Nov. 10. Reg. Patchitt. Sur. Dec. 1

DEVON, Dowager Countess of, Welshpool. Pet. Nov. 11. Reg. Talbot. Sur. Nov. 25

JOHNSON, RICHARD, and JOHNSON, WILLIAM HENRY, watchmakers, Sheffield. Pet. Nov. 10. Reg. Wake. Sur. Nov. 26

JOYNSON, PETER, cotton broker, Liverpool. Pet. Nov. 11. Reg. Hime. Sur. Nov. 26

PRICE, HERBERT, and WESTALL, JOHN, painters, Salford. Pet. Nov. 11. Reg. Hulton. Sur. Nov. 26

ROBINS, JOHN, carpenter, Stamford. Pet. Nov. 10. Reg. Gaches. Sur. Nov. 26

TILLEY, HENRY ARTHUR, schoolmaster, Hanwell. Pet. Nov. 1. Reg. Ruston. Sur. Nov. 29

WARD, JAMES, lessee of tolls, Tiverton. Pet. Nov. 11. Dep-Reg. Daw. Sur. Nov. 25

WORRAD, CHARLES, fruiterer, Birmingham. Pet. Oct. 29. Reg. Chauntler. Sur. Nov. 26

Gazette, Nov. 18.

To surrender at the Bankrupts' Court, Basinghall-street.

HARDIN, ALFRED, draper, Mile End-rd. Pet. Nov. 13. Reg. Pepys. Sur. Dec. 2

KOHLER, WILLIAM, match manufacturer, Southwark-bridge-rd. Pet. Nov. 13. Reg. Hazlitt. Sur. Dec. 3

PHILLIPS, T. J. gentleman, Elgin-villas, Clapham. Pet. Nov. 13. Reg. Pepys. Sur. Dec. 2

STEADMAN, FRANCIS ROBERT, dining room keeper, Fowlis-terrace, South Kensington. Pet. Nov. 13. Reg. Pepys. Sur Dec. 2

STRANGE, FREDERICK, proprietor of the Royal Surrey Gardens, Penton-pl, Kennington-pk-rd. Pet. Nov. 13. Reg. Roche. Sur. Dec. 4

WEIGALL, JOHN CHARLES EDWARDS, solicitor, Union-ct, Old Broad-st. Pet. Nov. 14. Reg. Murray. Sur. Dec. 2

To surrender in the Country.

BROWN, THOMAS, milk seller, Leeds. Pet. Nov. 12. Reg. Marshall Sur. Dec. 3

COHEN, FORTUNI, merchant, Manchester. Pet. Nov. 13. Reg. Kay. Sur. Dec. 4
COLLINS, CHARLES, coal merchant, Addlestone. Pet. Nov. 8. Reg. Bell. Sur. Dec. 2
GLOVER, WALTER JOHN, merchant tailor, Newcastle-upon-Tyne. Pet. Nov. 13. Reg. Mortimer. Sur. Dec. 2
HILL, GEORGE, wool dealer, Halifax. Pet. Nov. 15. Reg. Rankin. Sur. Dec. 4
HURDLE, HENRY JOHN, cheesefactor, Hillfield. Pet. Nov. 13. Reg. Symonds. Sur. Dec. 1
KEARSLEY, EDWARD, gentleman, Woolton. Pet. Nov. 14. Reg. Watson. Sur. Dec. 2
KINGSLAND, MARK WILLIAM, miller, Hadlow. Pet. Nov. 13. Reg. Cripps Sur. Nov. 29
MCGLESTON, THOMAS BARROW, innkeeper, Brasted. Pet. Nov. 13. Reg. Cripps. Sur. Nov. 29
SMITH, GEORGE, car proprietor, Llandudno. Pet. Nov. 13. Reg. Jones. Sur. Nov. 29
STERRATT, ISRAEL, wood turner, Manchester. Pet. Nov. 13. Reg. Kay. Sur. Dec. 5
WILKES, EDWARD, nut and bolt manufacturer, Darlaston. Pet. Nov. 13. Reg. Clarke. Sur. Nov. 29

BANKRUPTCIES ANNULLED.

Gazette, Nov. 11.

LEWER, CHARLES, brewer, Winchester. Sept. 17, 1873
PARRATT, JOHN, jun., commission merchant, Liverpool. Aug. 3, 1870

Gazette, Nov. 14.

HODGES, WILLIAM HENRY, gentleman, Streatham-pl, Brixton-hill. Sept. 3, 1873
ROGERS, FREDERICK W., gentleman, Marlborough-hill, St. John's wood. July 12, 1873

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Nov. 14.

BAILEY, HERBERT, of no occupation, Cresswell. Pet. Nov. 5 Nov. 21, at two at offices of Sol. Stevenson, Stoke-on-Trent
BARNECUTT, HENRY, china dealer, Plymouth. Pet. Nov. 12. Dec. 1, at twelve, at office of Sol. Edmonds, Plymouth
BARNES, EDWARD, brewer, Winchester. Pet. Nov. 9. Nov. 24, at four, at the Eagle hotel, Winchester. Sols. Godwin and Shenton, Winchester
BARON, JOSEPH, reed manufacturer, Old Accrington. Pet. Nov. 10. Dec. 2, at eleven, at the Crown hotel, Old Accrington. Sol. Barlow, New Accrington.
BAXTER, JOSEPH, buyer, Bradford. Pet. Nov. 8. Nov. 28, at ten, at office of Sol. Hutchinson, Bradford
BESCOBY, EDWARD, out of business, Ashchurch-ter, New-rd, Hammersmith. Pet. Nov. 8. Nov. 27, at one, at office of Sol. Warrand, Ludgate-hill
BETTAM, RICHARD, boot dealer, Cheltenham. Pet. Nov. 12. Dec. 1, at eleven, at offices of Sol. Cheshyre, Cheltenham
BEVANT, WILLIAM, bootmaker, Princes-rd, Notting-hill, and Caledonian-rd, King's-cross. Pet. Pet. 7. Nov. 27, at three, at the Mason's Hall tavern, Mason's-avenue, Basinghall-st. Sol. Watson, Basinghall-st
BUTLER, WILLIAM HENRY, bridle cutter, Walsall. Pet. Nov. 10. Nov. 25., at eleven, at office of Sol. Glover, Walsall
BUTTERWORTH, JOHN, sen., BUTTERWORTH, JOHN, jun., and BUTTERWORTH, JOSEPH, flannel finishers, Saddleworth. Pet. Nov. 12. Nov. 27, at twelve, at the Railway hotel, Saddleworth. Sol. Buckley, Stalybridge
CHADWICK, WILLIAM HENRY, beerhouse keeper, Chorlton-on-Medlock. Pet. Nov. 10. Dec. 1, at four, at office of Sols. Learoyd and Learoyd, Huddersfield
CHAPMAN, WILLIAM, and HALL, CHARLES, bootmakers, Horncastle. Pet. Nov. 8. Dec. 3, at twelve, at the Corn Exchange, Horncastle. Sol. Tweed, Horncastle
CLEGG, SQUIRE, grocer, Liverpool. Pet. Nov. 10. Nov. 26, at three, at offices of Sols. Evans and Lockett, Liverpool
COSHAM FRANCIS ALGERNON, judge's clerk, Southwick-cres, Hyde-pk, and Judges'-chmbs, Rolls-gdn, Chancery-la. Pet. Nov. 11. Dec. 8, at twelve, at office of Sols. Turner, Lempriere, and Turner, Lincoln's-inn-fields
COLEMAN, JOHN, contractor, Scarborough. Pet. Nov. 10. Dec. 1, at two, at the Bull hotel, Scarborough. Sol. Watts, Scarborough
COLLIN, CAMPBELL, flock bed manufacturer, Liverpool. Pet. Nov. 12. Dec. 8, at two, at Theobalds, Ockleston, and Co., accountants, Liverpool. Sol. Cotton, Liverpool
COLLISON, WILLIAM HALL, carman, Lower Thames-st. Pet. Nov. 12. Dec. 1, at two, at office of Sol. Trass, Lincoln's-inn-fields
COLQUHOUN, PETER, commission merchant, Manchester, and Glasgow. Pet. Nov. 11. Dec. 2, at three, at office of Sols. Addleshaw and Warburton, Manchester
DAVIES, DANIEL, grocer, Tredegar. Pet. Nov. 12. Dec. 1, at eleven, at office of Sol. Dixon, Newport
DAVIS, SAMUEL, baker, Weston-super-Mare. Pet. Nov. 11. Nov. 29, at eleven, at offices of Sol. Chapman, Weston-super-Mare
DAVISON, GEORGE, tailor, Sheffield. Pet. Nov. 12. Nov. 22, at twelve, at offices of Sol Tattershall, Sheffield
DAVIES, JOSIAH, manufacturing confectioner, Roman-rd, St. Mary, Stratford, Bow. Pet. Nov. 13. Dec. 11, at three, at Holloway, accountant, 173, Ball's Pond-rd, Islington. Sol. Heathfield, Lincoln's-inn-fields
DAWES, JAMES, wheelwright, Dudley. Pet. Nov. 7. Nov. 25, at eleven, at office of Sol. Shakespeare, Oldbury
DAWSON, GEORGE LODOWICK, trainer of race horses, Middleham. Pet. Nov. 10. Nov. 28, at twelve, at office of Sol. Robinson, Darlington
ELLWOOD, CHARLES, cheesemonger, Moore-pk-ter, King's-rd, Fulham. Pet. Nov. 12. Nov. 27, at four, at office of Sol. Aird, Eastcheap
FAUNT, JOHN, grocer, Friston, near Boston. Pet. Nov. 11. Nov. 27, at eleven, at office of Sol. York, Boston
FLETCHER, JOHN, charter master, Dudley. Pet. Nov. 7. Nov. 25, at twelve, at offices of Sol. Shakespeare, Oldbury
FROWD, JOHN, ale merchant, Great Berkhampsted. Pet. Nov. 11. Nov. 26, at eleven, at office of Sol. Bullock, Great Berkhampsted
GAGE, THOMAS HASTINGS, tobacconist, Great Yarmouth. Pet. Nov. 10. Nov. 26, at three, at offices of Sols. Jay and Pilgrim, Norwich
GIBBS, JAMES, artist in glass, Gloucester-rd, Regent's-pk. Pet. Oct. 29. Nov. 24, at eleven, at office of Sol. Davis, Bedford-row, Holborn
GOMER, CHARLES, boot dealer, Brighton. Pet. Nov. 10. Dec. 1' at three, at Edmonds, Davis, and Clark, 32, Poultry, London. Sols. Black, Freeman, and Gell, Brighton
GOODERSON, WILLIAM, flour factor, Dean-st. Commercial-rd. Pet. Nov. 8. Nov. 25, at three, at offices of Sol. Shearman, Little Tower-st
GRANT, RICHARD, house decorator, Crawford-st, St. Marylebone, Pet. Nov. 10. Nov. 27, at three, at the Goldhawk tavern, Hammersmith
GREGORY, JOHN, victualler, Northumberland-pk, Tottenham. Pet. Nov. 11. Dec. 2, at twelve, at W. F. Copland, accountant, Queen-st, Cheapside. Sols Peckham, Maitland, and Peckham, Knightrider-st, Doctors-commons
GREGORY, THOMAS, salesman, Manchester. Pet. Nov. 11. Nov. 28, at three, at office of Sol. Mann, Manchester
HARDING, RICHARD, cabinet maker, Ilfracombe. Pet. Nov. 11. Nov. 27, at twelve, at the King's Arms hotel, Barnstaple. Sol. Fox
HARDWICK, THOMAS, grocer's assistant, Allington-st. Pimlico. Pet. Nov. 11. Nov. 27, at two, at office of Sol. Walls, Walbrook
HATHAWAY, JAMES, out of business, Aldridge. Pet. Nov. 11. Nov. 28, at eleven, at office of Sols. Wilkinson and Gillespie, Walsall
HERRING, EDWARD, and DOBIE, THOMAS MELDRUM, edge tool manufacturer, St. George's-s. East. Pet. Nov. 12. Nov. 26, at two, at Mosley and Co., Chapel-pl, Poultry. Sol. Rae, Mincing-lane
HETLEY, WILLIAM, farmer, Peterborough. Pet. Nov. 11. Nov. 27, at eleven, at office of Sol. Gaches, Peterborough
HIDE, CHARLES, grocer, Luton. Pet. Nov. 10. Nov. 28, at three, at J. Bath and Co. 40A, King William-st, London
HOLROYD, JOSEPH, grocer, Bingley. Pet. Nov. 11. Nov. 28, at two, at office of Sols. Messrs. Robinson, Keighley
HUNTABLE, EDWIN BEEDLE, out of business, Cheltenham. Pet. Nov. 8. Nov. 29, at eleven, at offices of Sol. Marshall, Cheltenham
JAMES, CHARLES, mercantile clerk, Birmingham. Pet. Nov. 10. Nov. 25, at three, at office of Sol. Jaques, Birmingham
JONES, EDWARD WHITE, glass dealer, Nottingham. Pet. Nov. 11 Dec. 1, at twelve, at office of Sol. Maples, Nottingham
JONES, THOMAS, out of business, Kingswinford. Pet. Nov. 8. Nov. 21, at half-past eleven, at office of Sols. Homfray and Holberton, Brierley-hill
KELSEY, WILLIAM, trimming manufacturer, Chilton-st, Bethnal-green-rd. Pet. Nov. 11. Nov. 26, at twelve, at the London Warehousemen's Association, 33, Gutter-la. Sol. Plunkett, Gutter-la
KING, THOMAS, out of business, Ryde. Pet. Nov. 3. Nov. 25, at three at office of Sol. Killby, Southampton
KNUTSSON, JOHAN OLAF, clerk, West Hartlepool. Pet. Nov. 5. Nov. 25, at three, at the Raglan hotel, West Hartlepool
LARNEY, GEORGE ROBERT, greengrocer, Green-st, Bethnal-grn. Pet. 12. Nov. 28, at three, at offices of Sol. Brown, Finsbury-place
MANLEY, HERBERT, oil merchant, Manchester. Pet. Nov. 11. Nov. 27, at three, at office of Sols. Sale, Shipman, Seddon, and Sale, Manchester
MEANLEY, WILLIAM HENRY, farmer, Rushall. Pet. Nov. 12. Dec. 1, at eleven, at office of Sol. Stanley, Walsall
MURRAY, GEORGE HARGREAVES, china dealer, Manchester, and Bolton. Pet. Nov. 12. Dec. 3, at three, at office of Sols. Addleshaw and Warburton, Manchester
NICOLL, DONALD, wholesale clothier, Paternoster-row. Pet. Nov. 10. Nov. 28, at two, at the Guildhall tavern, Gresham-st. Sols. Morley and Shirreff, Mark-la
PARK, WILLIAM, beerhouse keeper, Trowbridge. Pet. Nov. 10. Nov. 29, at one, at office of Sol. Shrapnell, Trowbridge
PARKER, JOSEPH, boot manufacturer, High-st, Chatham. Pet. Nov. 12. Nov. 29, at four, at E. Cogswell, 72, Gracechurch-st. Sol. Hicks, Gracechurch-st
PARSON, HENRY, commercial traveller, Ipswich. Pet. Nov. 12. Dec. 2, at twelve, at office of Sol. Jennings, Ipswich
POTTER, GEORGE, builder, Knighton. Pet. Nov. 11. Nov 28, at twelve, at the Norton Arms hotel, Knighton. Sol. Peters, Knighton
PRICE, JAMES PALMER, broker, Handsworth. Pet. Nov. 8. Nov. 21, at two, at offices of Sol. Fallows, Birmingham
PRICE, RICHARD, baker, Worthing. Pet. Nov. 11. Dec. 11, at twelve, at office of Sol. Luckett, Worthing
RICHARDSON, EDWARD SAMUEL, bootmaker, Derby. Nov. 29, at twelve, at the Bell hotel, Derby. Sols. Watson and Dickons, Bradford
RODMAN, GEORGE, cabinet maker, Bristol. Pet. Nov. 8. Nov. 26, at twelve, at G. Adams, accountants, 21, Baldwin-st, Bristol Sol. Sherrard, Bristol
SANT, JOHN, veterinary surgeon, Lincoln. Pet. Nov. 7. Nov. 29, at eleven, at office of Sols. Tovnbee and Larken, Lincoln
SEDDON, EDMUND, chemist, Fleetwood. Pet. Nov. 12. Nov. 27, at two, at the White Horse inn, Preston. Sol. Edelston, Preston
SEDGWICK, ELIZABETH, widow, Sedbergh. Pet. Nov. 10. Dec. 4, at twelve, at the Black Bull hotel, Sedbergh. Sols. Messrs. Moser, Kendal
SMITH, JOHN, and HEWITT, JOHN, engineers, Old-st, St. Luke's. Pet. Nov. 11. Nov. 26, at three, at office of Sols. Harcourt and Macarthur, Moorgate st
SPINK, EDWARD, grocer's assistant, Hull. Pet. Nov. 10. Nov. 27, at twelve, at office of Sol. Bell, Hull
STAPLEY, EDWARD MAITLAND, and STAPLEY, GEORGE, commission merchants, Old Jewry-chbs. Pet. Nov. 6. Dec. 2, at twelve, at the City Terminus hotel, Cannon-st. Sols. Messrs. Linklater, Walbrook
STEPHENS, HENRY EDWARD, tailor, Bristol. Pet. Nov. 12. Nov. 24, at seven, at office of Sol. Essery, Bristol
STEWART, ROBERT, and LORD, WILLIAM, cotton spinners, Bacup. Pet. Nov. 10. Nov 28, at three, at the Wheat Sheaf hotel, Manchester. Sol. Standring, Rochdale
STIMPSON, EDWARD, engine turner, Lincoln. Pet. Nov. 11. Nov. 29, at eleven, at offices of Sol. Harrison, Lincoln
TAINTON, ALFRED, ironmonger, Stamford. Pet. Nov. 8. Dec. 1, at three, at office of Sol. King, Birmingham
TAYLOR, JOHN BRAIN, printer, Bristol. Pet. Nov. 12. Nov. 29, at two, at G. Phillips, Bristol
TOWNSEND, WILLIAM butcher, Birmingham. Pet. Nov. 12. Nov. 28, at two, at office of Sol. Brown, Birmingham
VARLEY, SAMUEL ALFRED, telegraph engineer, Roman-road, Barnsbury. Pet. Nov. 11. Dec. 1, at three, at the Guildhall tavern, Gresham-st
WALKER, EBENEZER, and WALKER, JAMES, chemists, Malmesbury. Pet Nov. 12. Nov 29, at two, at the Queen's hotel, Swindon Sols Jones and Forester, Malmesbury
WALKER, JOHN, tea merchant, Manchester. Pet. Nov. 11. Dec. 1, at three, at offices of Sols. Addleshaw and Warburton, Manchester
WARD, WILLIAM JOSIAH, carpenter, Litchfield-st, Soho. Pet. Nov. 7. Nov. 22, at three, at Grayson, solicitor, Hunter-street, Brunswick-sq. Sol. Cooper, Charing-cross
WATSON, HENRY, spring knife manufacturer, Sheffield. Pet. Nov. 8. Nov. 24, at four, at office of Sols. Messrs. Binney, Sheffield
WATSON, JOHN, whitesmith, Wakefield. Pet. Nov. 6. Nov. 27, at three, at the Manor-house inn, Wakefield. Sols. Stocks and Nettleton
WEBBER, SIMON, clothier, Birmingham. Pet. Nov. 8. Nov. 25, at ten, at office of Sol. East, Birmingham
WELBURN, JOHN, provision dealer, Bradford. Pet. Nov. 11. Nov. 28, at three, at office of Sol. Atkinson, Bradford
WESTON, WILLIAM, shoe manufacturer, Leicester. Pet. Nov. 11, Nov. 27, at twelve, at office of Sols. Fowler, Smith, and Warwick. Leicester
WESTON, WILLIAM EDWARD, clothier, Birmingham, and Stourbridge. Pet. Nov. 12. Nov. 26, at three, at office of Sols. Wright and Marshall, Birmingham
WHEELER, GEORGE SAMUEL, animal preserver, Bristol. Pet Nov 11. Nov. 29, at eleven, at Miles and Read, accountants, Bristol. Sol. Price, Bristol
WHITAKER, JEREMIAH RIDGE, tailor, Shipley. Pet. Nov. 12. Nov. 29, at eleven, at office of Sols. Terry and Robinson, Bradford
WICKHAM, EDWARD, farmer, Snaith. Pet. Nov. 11. Dec. 2, at three, at the Green Dragon hotel, Pontefract. Sol. Brown
WILSON, BENJAMIN, grocer, Boston. Pet. Nov. 7. Nov. 24, at twelve, at Blake's Private hotel, Manchester-st, Manchester-sq. Sol. Goren, South Moulton-st, Oxford-st
WOOD, WILLIAM, painter, Darlaston. Pet. Nov. 10. Nov. 29, at eleven, at offices of Sol. Sheldon, Wednesbury
WOODALL, JAMES, oil merchant, Preston. Pet. Nov. 7. Nov. 24, at two, at the White Horse inn, Preston. Sol., Edelston, Preston
WOODS, JOSIAH, mineral water manufacturer, Birkenhead. Pet. Nov. 11. Nov. 27, at two, at office of Sol. Downham, Birkenhead
BIRKENMANN, JOSEPH (trading as Oldham and Co.), wine importer, Cannon-st. Pet. Nov. 1. Nov. 27, at 145, Cheapside, in lieu of the place originally named

Gazette, Nov. 18.

ANDREWS, BENJAMIN, bank clerk, Cambridge-gdns, Notting-hill. Pet. Nov. 8. Nov. 27, at two, at offices of Dubois, accountant, Gresham-bldgs, Basinghall-st. Sol. Maynard
BARNES, THOMAS, butcher, Medmenham. Pet. Nov. 12. Nov. 29, at two, at office of Sol. Spicer, Great Marlow
BARNETT, WILLIAM JAMES, hat manufacturer, Exeter. Pet. Nov. 14. Dec. 4, at half-past ten, at Hazell's Exeter hotel, Strand, London. Sol. White, Exeter
BLECH, HENRY FERDINAND, accountant, Middlesborough. Pet. Nov. 15. Dec. 2, at twelve at office of Sol. Bolk, Middlesborough
BUCKETT, WILLIAM, builder, Ningwood, Isle of Wight. Pet. Nov. 13. Dec. 2, at twelve, at office of Sols. Messrs. Eldridge, Newport, Isle of Wight
BUFFEN, FREDERICK FORSTER, accountant, Moorgate-st, and Tollington-pl, Hornsey-rise. Pet. Nov. 10. Nov. 28, at two, at office of Sol. Blagden, Great Winchester-st
BURDEN, JOHN WALTON, out of business, Belgrave. Pet. Nov. 15. Dec. 2, at twelve, at offices of Sols. Fowler, Smith, and Warwick, Leicester
CANHAM, JAMES, job master, Anerley. Pet. Nov. 10. Nov. 26, at ten, at the Southampton Arms, Southampton-bldgs, Chancery-la. Sol. Bolton, Renfrew-rd, Kennington-la
CHARLESWORTH, JOHN, and WATSON, JOSEPH, joiners, Batley. Pet. Nov. 12. Nov. 29 at two, at office of Sol. Wooler, Batley
CLARK, THOMAS WALTER, draper, Luton. Pet. Nov. 13. Dec. 4, at eleven, at office of Shepherd, 29, Park-st West, Luton. Sol. Neve, Luton
COLLINS, SAMUEL, bookseller. High-st, Bromley. Pet. Nov. 10. Dec. 1, at three, at the Guildhall coffee-house, Gresham-st. Sols. Messrs. Piesse, Old Jewry-chbs
COPSEY, GEORGE, and COPSEY, JAMES, woollen drapers, King's Lynn. Pet. Nov. 14. Dec. 1, at twelve, at the Court House, Downham Market. Sol. Reed, Downham Market
CROMBLEHOLME, JOSEPH, provision dealer, Preston. Pet. Nov. 13. Dec. 1, at two, at the White Horse inn, Preston. Sol. Edelston, Preston
DEVERILL, JOHN, and TITTERTON, ARTHUR, East India merchants, Crosby-sq, Bishopsgate-st. Pet. Nov. 14. Nov. 29, at two, at the Masons Hall tavern, Masons-avenue, Basinghall-st. Sol. Downing, Basinghall-st
EBISON, HENRY, road manager, Horsforth. Pet. Nov. 10. Nov. 26, at three, at office of Sol. Hardwick, Leeds
EDMONDS, THOMAS, innkeeper, Barnwood. Pet. Nov. 14. Nov. 29, at two, at office of Sol. Jackson, Stroud
ELLIOTT, ISABELLA, furniture dealer, Birmingham. Pet. Nov. 13. Nov. 28, at three, at office of Sol. Fitter, Birmingham
EVANS, DANIEL, builder, Llanllechid. Pet. Nov. 7. Nov. 29, at two, at the Railway hotel, Bangor. Sol. Jones, Menai-bridge
EYRE, JOHN, and EYRE, THOMAS, shoe manufacturer, Long Buckby. Pet. Nov. 15. Dec. 4, at three, at offices of Sol. Shoosmith, Newland
FILMER, THOMAS, jun., miller, Newnham. Pet. Nov. 13. Nov. 26, at twelve, at office of Sol. Johnson, Faversham
FLEMING, GEORGE ALEXANDER, reporter, St. Mary's-sq, Kennington-rd, London, and Hastings. Pet. Nov. 12. Dec. 4, at twelve, at offices of Sols. Peckham, Maitland, and Peckham, Knight Rider-st, Doctors'-commons
FORD, WILLIAM, builder, Watford. Pet. Nov. 12. Nov. 28, at four, at the Wellington Arms, Watford. Sol. Godfrey
GOOD, JAMES WILLIAM, tea dealer, Harp-la. Pet. Nov. 13. Nov. 29 at eleven, at office of Sol. Aird, Eastcheap
GREAVES, WILLIAM HENRY, milk dealer, Middlesborough. Pet. Nov. 11. Nov. 29, at one, at office of Sol. Gray, Leeds
HARBOUR, DAVID, carpenter, Hawley-rd, Kentish-town. Pet. Nov. 11. Nov. 28, at twelve, at office of Sol. King, Walbrook
HALE, WILLIAM SAMUEL, of no occupation, Palmerston-ter, Lordship-la, East Dulwich. Pet. Nov. 13. Dec. 1, at eleven, at office of Sol. Hodgson, Salisbury-st, Strand
HAWKES, JOSEPH, baker, Luton. Pet. Nov. 10. Nov. 28, at three, at offices of Sol. Jeffery, Northampton, and Luton
HEUSER, PHILIPP, cabinet maker, Lockton-st, Bramley-rd, Notting-hill, and Talbot-mews, Talbot-rd, Notting-hill. Pet. Nov. 11. Dec. 1, at two, at office of Sol. Nutt, Brabant-ct, Philpot-la
HOLDER, HENRY, gas fitter, Elsham-pl, Kent-st, Borough. Pet. Nov. 14. Dec. 1, at a quarter-past ten, at the Southampton tavern, Southampton-bldgs, Chancery-la. Sol. Hilton
HUGHES, RICHARD, wine merchant, Aberystwith. Pet. Nov. 13. Nov. 27, at one, at office of Sol. Jones, Aberystwith
KEMP, ISABELLA, oil warehouseman, Great Windmill-st, Haymarket. Pet. Nov. 11. Nov. 26, at twelve, at Stevens' hotel, Old Bailey. Sol. Cotton, Old Bailey
LYONS, LEWIS HENRY, umbrella manufacturer, Redcross-st. Pet. Nov. 15. Dec. 2, at two, at offices of Ladbury, Collison, and Viney, 99, Cheapside. Sols. Lewis and Lewis, Ely-place, Holborn
LAGERWALL, RICHARD EMIL MAGNUS, commission agent, Graham rd, Dalston. Pet. Nov. 13. Nov. 27, at three, at office of Sol. Mott, St. Paul's-chmbs, Paternoster-row
LEE, JOSEPH, builder, Brunswick-ter, Lower-rd, Rotherhithe. Pet. Nov. 13. Dec. 2, at one, at offices of Sols. Merriman, Powell, and Co., Queen-st
LEVER, GILES, tripe dresser, Liverpool. Pet. Nov. 14. Dec. 10, at twelve, at offices of Sol. Goodman, Liverpool
LUCAS, HENRY, hair pin manufacturer, Birmingham. Pet. Nov, 14. Nov. 29, at three at office of Sol. Walter, Birmingham
MACQUEEN, WILLIAM JOHN, tailor, High Holborn. Pet. Nov. 13. Dec. 1, at one, at the Guildhall tavern, Gresham-st. Sol. Briggs Lincoln's inn-fields
MATHER, JOHN JOSEPH, dealer in velveteens, Manchester. Pet, Nov. 15. Dec. 3, at three, at office of Sols. Farrar and Hall, Manchester
MOORE, JOHN, printer, Beaufort-bldgs, Strand. Pet. Nov. 10. Nov. 28, at eleven, at office of Lomax, Jermyn-st, St. James's. Sol. Morris
MOTTRAM, GEORGE, potato dealer Sheffield. Pet. Nov. 14. Dec. 3, at three, at offices of Sol Patteson, Sheffield
MURRAY, WILLIAM, ship joiner, Kingston-upon-Hull. Pet. Nov. 12. Nov. 27, at twelve, at offices of Sol. Stead and Sibree, Kingston-upon-Hull
NICHOLS, JAMES, agent, Hurst-st, Dulwich rd, Lambeth. Pet. Nov. 13. Dec. 6, at two, at office of Sol. Downing, Basinghall-street
PACKMAN, WILLIAM GOLDUP, veterinary surgeon, Wenningston-rd, Old Ford, London, and St. Neots. Pet. Nov. 7. Nov. 2, at ten, at the Victoria tavern, Morpeth-rd, Bethnal-green. Sol. Lowe, Gladstone-ter, Grove-rd, Victoria-pk
PARRY, JOHN, and MACKINTOSH, BENJAMIN, joiners, Liverpool. Pet. Nov. 13. Nov. 28, at twelve, at office of Sols. Fowler and Carruthers, Liverpool
PATTISON, THOMAS, painter, Malton. Pet. Nov. 13. Dec. 1, at eleven, at offices of Sol. Jackson, Malton
PHILLITS, DAVID, grocer, Aberystwith. Pet. Nov. 14. Dec. 2, at two, at offices of Barnard, Thomas, and Co. public accountants, Bristol. Sols. Cox, Davies and Browne, Brynmawr
ROBERTS, OWEN, painter, Upper Bangor. Pet. Nov. 12. Nov. 21, at two, at the Railway hotel, Bangor. Sol. Jones, Menai-bridge
ROBINSON, SIMEON, tailor, Bacup. Pet. Nov. 13. Dec. 2, at three at the Thatched House, Manchester. Sol. Tattersall, Manchester
RODDIS, JOHN, baker, Moulton. Pet. Nov. 14. Dec. 1, at eleven at office of Sol. Jeffery, Northampton
ROGERS, GEORGE, draper, Pewsey. Pet. Nov. 14. Dec. 3, at one at office of Barnard, Thomas, Tribe, and Co. public accountants, Bristol. Sols. Brittan, Press, and Inskip, Bristol
RUST, THOMAS, coal merchant, Bedford. Pet. Nov. 13. Dec. 9, at twelve, at office of Sol. Jeffery, Luton, and Northampton
SALISBURY, ROBERT BELL, jun., miller, Valentine-pl, Blackfriars-rd. Pet. Nov. 11. Dec. 1, at two, at office of Sol. Hilbery, Crutched-friars
SCHOTT, JOHN BERNARD, tavern keeper, Upper Marsh, Lambeth. Pet. Nov. 13. Dec. 2, at three, at offices of Sols. Lumley and Lumley, Conduit-st, Bond-st
SEAGRAVE, GEORGE, SEAGRAVE, FREDERICK, and SEAGRAVE, CHARLES, commission agents, Liverpool. Pet. Nov. 13. Dec. 9, at two, at office of Hime, Liverpool. Sol. Pierson, Liverpool
SHEA, DANIEL, out of employment, Florence-rd, New-cross. Pet. Nov. 13. Dec. 1, at three, at office of Sol. Carter, Old Jewry-chambers
SMITH, WILLIAM, out of business, Weston-under-Penyard, near Ross, and York-chmbs, Adelphi. Pet. Nov. 11. Nov. 27, at one, at the Bell hotel, Gloucester. Sol. Goatly
STEVENSON, WILLIAM, hosier, Nottingham. Pet. Nov. 14. Dec. 11. at twelve, at office of Sol. Smith, Nottingham
STOVELL, STEPHEN, grocer, Park-ter, Sutton. Pet. Nov. 11. Dec. 1, at the Chamber of Commerce, Cheapside. Sol. Tickle, Great Winchester. Thomas Apostle, Queen-st, Cheapside
SUTTON, WILLIAM, carpet warehouseman, West Hartlepool. Pet Nov. 11. Nov. 28, at one, at offices of Sol. Gray, Leeds
SWANSTON, JOHN, glass manufacturer, Newcastle-upon-Tyne. Pet. Nov. 13. Dec. 3, at eleven, at offices of Sols. Ingledew and Daggett, Newcastle-on-Tyne
TAYLOR, THOMAS GIDEON, draper, Marlborough. Pet. Nov. 11. Nov. 29, at eleven, at the Crown hotel, Devizes. Sol. Cave Newbury
TIER, FREDERICK FIGG, innkeeper, Birdham. Pet. Nov. 14. Dec. 3, at three, at the Dolphin hotel, Chichester. Sol. Janman, East Pallant
TOUT, EDWARD, baker, Aberystruth. Pet. Nov. 15. Dec. 4, at two, at offices of Sols. Cox. Davies and Browne, Brynmawr
TRUMAN, CHARLES, saddler, Pontypool. Pet. Nov. 11. Dec. 2, at two, at Messrs. Hancock, Triggs, and Co. accountants, Bristol. Sol. Lloyd, Pontypool
TUCKETT, EDWARD PARKIN, innkeeper, St. Thomas the Apostle. Pet. Nov. 14. Dec. 1, at eleven, at the London and South-Western hotel, Exeter. Sol. Rogers
VANNER, JOHN, woolsorter, Blandford Forum. Pet. Nov 12, Dec. 1, at twelve, at the Railway hotel, Blandford. Sol. Moore Wimborne Minster
WALLACE, WILLIAM THOMAS, hotel keeper, Dorking. Pet. Nov. 11. Nov. 3, at three, at the Guildhall coffee house, Gresham-st. Sol. Baker, Old Jewry-chbs
WATSON, JOHN, carpet warehouseman, Church-passage, Gresham-st, and manufacturer, Watling-st. Pet. Nov. 7. Nov. 25, at two, at offices of Sols. Phelps and Sidgwick, Gresham-street
WATSON, WILLIAM, chemist, Old Broad-st. Pet. Nov. 13. Nov. 26, at three, at offices of Sols. Reep, Cane, and Co., Bush-la, Cannon-st
WATT, HODGSON, and PEARSON, ARRAN, colonial brokers, Mincing-la. Pet. Nov. 15. Dec. 2, at two, at office of Turquand, Youngs, and Company, public accountants, Tokenhouse-yd. Sols. Ellis and Crossfield, Mark-la
WHITING, SAMUEL, journeyman gas fitter, Lowestoft. Pet. Nov. 14. Dec. 8, at twelve, at office of Sol. Archer, Lowestoft
WICKS, JOHN HENRY, printer, Rolls-bldgs. Fetter-la. Pet. Nov 13. Dec. 1, at twelve, at office of Sol. Morris, Leicester-sq

WILLIAMS, DAVID OWEN, linen draper, Swansea. Pet. Nov. 12. Dec. 1, at twelve, at office of Sol. Stockwood, jun., Bridgend
WILLOUGHBY, ROBERT SAUNDERS, out of employment, Lockwood-rd, Drummond rd, Bermondsey. Pet. Nov. 6. Nov. 29, at three, at office of Sol. Porter, Leadenhall-st
WILSON, HARRIETT, stationer, Winsford. Pet. Nov. 1. Nov. 22, at one, at offices or Sols. Messrs Cooper, Tunstall
WOOD, SAMUEL, shoe manufacturer, Northampton. Pet. Nov. 15. Dec. 5, at three, at office of Sol. Shoosmith, Newland
WRIGHT, JOHN, stonemason, Barrowby, Pet. Nov. 14. Dec. 5, half-past two, at the Three Tuns inn, Thirsk. Sol. Waistell, Northallerton
WYNNE, RICHARD HAWKINS, tobacconist, Portobello-rd, Notting-hill. Pet. Nov. 14. Dec. 2, at ten, at office of Sol. Digby, Lincoln's-inn-fields

Orders of Discharge.

Gazette, Nov. 11.

HART, HENRY, coal merchant, Ramsgate.

Gazette, Nov. 14.

CHEESEBROUGH, JOHN EDWARD, woolstapler, Bradford
HANCE, JAMES BUSWICK, woolbroker, Liverpool
KELLER, JOHN ANTON, japanner, Joseph-st, Bow Common-la

Dividends.

BANKRUPTS' ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Bancks, J. non-trader, first, 1 29-32d. Paget, Basinghall-st.—*Chambers*, W. M. wine merchant, second, 1s. 2¾d. (and 3s. 2¾d. to new proofs). Paget, Basinghall-st.—*Colombine*, D. E. money scrivener, first, 8½d. Paget, Basinghall-st.—*Harrison* and *Sherratt*, St. Helen's, fourth, 1d. Stone, Liverpool.—*Isaif*, S. plumber, first, 4d. Stone, Liverpool.—*Yeo*, R. W. order clerk, fifth, 1s. 11½d. Paget, Basinghall-st
Bennett, S. orthopœdic practioner, first, 4d. At Trust. J. C. G. Bennett, 30, Friday-st.—*Bowman*, W. agent, first, 5s. 8d. At Trust. E. Buck, 56, Fawcett-st, Sunderland.—*Caves*, N. draper, second, 6d. At Trust. A. McDowall, 21a, Watling-st.—*Cooper*, A. boot manufacturer, first, 1s. At Trust. B. Nicholson, 7 and 8, Londonbridge Railway approach.—*Dickinson*, J. bootmaker, second, 1s. 3d. At Trust. H. Bolland, 10, South John-st, Liverpool.—*Edwards*, J. timber dealer, third and final, 8d. At Trust. H. G. Nicholson, 7, Norfolk-st, Manchester.—*Fiser*, W. baker, first, 10s. 6d. At Trust. T. W. Read, 30, Castle-st, Liverpool.—*Hinde*, A. W. out of business, 20s. At Trust. P. Vine, 20, Cable-st, Liverpool.—*Hully*, M. butcher, 9s. At Trust. I. P. Heap, Highgate, Kendal.—*McDowall*, T. draper, first and final, 4s. 2d. At Trust. G. Pye, 3, Bank-bldgs, Colchester.—*McIntyre*, D. draper, second, 2s. 8d. At Trust. W. H. Richards, 54 and 55, Causeway-head, Pensance.—*Thomas*, B. wine merchant, first, 1s. At Trust. H. A. Murgatroyd, Windmill, par. Calverley.—*Whittaker*, G. bleacher, first and final, 1s. 2¼d At Trust. C. Wolfenden, 10, Acresfield, Bolton.
Beale, E. cattle dealer, 5s. At Trust. J. Moore, High-st, Andover —*Brooke*, I. woollen manufacturer, first and final, 7d. At Trust. J. D. Good Market-pl, Dewsbury.—*Copping*, W. T. miller, final, 1s. 6d. At Trust. E. J. Craske, Head-st, Colchester.—*Davies*, J. estate agent, first and final, 8s. At Trust. F. W. Read, 30, Castle-st, Liverpool.—*Fisher*, E. butcher, 9½d. At Trust. T. H. Palmer, Redwell-st, Norwich.—*Galland*, T, S. gentlemen, final, 23s.—*Love*, A. widow, first, 6s. 8d. At Sols. Simmonds and Clark, Bath.—*Mason*, R. and J. builders, second and final, 9d. At Trust. T. Y. Strachan, Central-bldgs, Grainger-st west, Newcastle.—*Sheldrake*, F. farmer, first and final, 7s. 6d. At G. Pye's, 3, Bank-bldgs, Colchester.—*Webb*, B. P. cheesemonger, first and final, 6d. At Sol. Mosscop, Cannon-st.—*Whinnerah*, H. contractor, first and final, 4s. 3d. At Trust. T. Grundy, 9, Lawson-st, Barrow-in-Furness.—*Wright*, H. lead merchant, first and final, 6s. At Sussex-rd, Southampton. Sols. Stocken and Jupp, Leadenhall-st

INSOLVENTS' ESTATES.

Apply at Provisional Assignee's Office, Portugal-st, Lincoln's-inn, between 11 and 2 on Tuesdays.

Halloran, A. L. master in the navy, third, 3s. 1½d. Pearce, East Stonehouse —*Wotton*, A. J. superannuated master baker, third, 2s. 7½d. (and ¼d.). Pearce, East Stonehouse

BIRTHS MARRIAGES AND DEATHS

BIRTHS.

BATTISHILL.—On the 13th inst., at Mont-le-grand, Heavitree, Exeter, the wife of Wm. J. Battishill, Esq., solicitor, of a son.
LEE.—On the 16th inst., at 35, Connaught-square, the wife of L. Yate Lee, of Lincoln's-inn, barrister-at-law, of a daughter.

MARRIAGE.

PALMER—STEMSON.—On the 15th inst., at St. George's, Thomas Hitchin Palmer, Esq., solicitor, Norwich, to Elizabeth Carter Stemson, widow of the late George Stemson, Esq., of Exeter

To Readers and Correspondents.

Anonymous communications are invariably rejected.
All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.

TO SUBSCRIBERS.

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Advertisements must reach the Office *not later* than five o'clock on *Thursday* afternoon.

NOTICE.

The LAW TIMES goes to press on Thursday evening, that it may be received in the remotest parts of the country on Saturday morning. Communications and Advertisements must be transmitted accordingly. None can appear that do not reach the office by Thursday afternoon's post.

All communications intended for the Editor of the Solicitors' Department should be so addressed.

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The Law and the Lawyers.

THE LORD CHANCELLOR has ordered that the offices of the County Courts may be closed on the 26th and 27th days of December next.

THE courts of common law are evidently disposed to recognise the validity of a consideration for a promise acted upon by a contracting party, although there may be a suggestion that the contract is against public policy. Bartering votes for charities is about as unwholesome a traffic as can well be imagined, but on strict principles of law, if A. gives his votes for the candidates of B. at one institution, in consideration that B. will give him votes for his candidates at another institution, A. having given his votes is entitled to have B.'s promise fulfilled. So the Court of Queen's Bench has decided.

AN instance of the responsibility which a husband may incur by letting his wife have money to dispose of as she pleases, occurred in *Dr' Ouseley's* case before Lord ROMILLY this week. The wife had a legacy of £1000 left her by her aunt; and the husband consented to her receiving the money and employing it as she thought fit. Thereupon she invested a portion of it in the purchase of 800 shares in the European Assurance Society. She received all the dividends, and the husband never dealt with the shares at all. A few years after the society is wound-up, and the husband is held to be liable to contribute in respect of the shares. Lord ROMILLY considered the case a very hard one, but held that the husband allowing his wife to invest the money did not prevent is being liable in the same manner as if any other agent had invested it for him.

THE Licensing Act has many terrors for licensed victuallers and one, perhaps, somewhat unfamiliar, has been unearthed at the Chester City Police Court. By the 17th section of 35 & 36 Vict. c. 94, if any licensed person suffers any gaming or any unlawful game to be carried on on his premises, he is liable to a penalty of £10. And any conviction for an offence under this section *shall*, unless the convicting magistrates shall otherwise order, be recorded on the licence of the person convicted. The unlawful game which it was alleged was going on at the Chester publican's bore the pleasant title of "sudden death," which consists of shaking coins in a hat and turning them out on to a table—a species of pitch and toss. The solicitor for the defence submitted that this was not unlawful gaming, what occurred being no more than pitching and tossing in a private room. His point seems to have been that stakes must be played for to make pitch and toss in a licensed house illegal. We think the magistrates were right in convicting. Any other decision would open a wide door to evasion of the plain provision of the Act.

A LESSON has been read to returning officers at School Board elections by Mr. HAWKES, a Birmingham solicitor, which may prove of service generally. The deputy returning officer, who was an alderman of the city, published an analysis of the voting, showing the number of Catholic, denominational, and unsectarian votes given in the respective districts. Mr. HAWKES points out that this publication is a direct infraction of the Ballot Act, the 34th rule being in the following words:—"34. Before the returning officer proceeds to count the votes, he shall, in the presence of the agents of the candidates, open each ballot box, and, taking out the papers therein, shall count and record the numbers thereof, and then mix together the whole of the ballot papers contained in the ballot boxes." The object of the Legislature he points out was to conceal the local complexion of the votes, and, he adds, no one having electioneering experience in counties, or in boroughs like Tamworth, can fail to appreciate the great protection to voters which such an arrangement secures. The justice and accuracy of this remark is quite obvious, and returning officers at School Board elections will make a great mistake if they are less diligent than such officers at municipal and Parliamentary elections in carrying out the ballot system.

THE remedy of a judgment creditor against the land of his debtor has been further considered in a case which we reported last week (*Hatton* v. *Haywood*, 29 L. T. Rep. N. S. 385). There the creditor had issued a writ of *elegit*, and obtained a return from the sheriff. The debtor, however, had become bankrupt, and the land had been handed over to his trustee before it had been actually delivered over to the plaintiff under his writ of *elegit*. This raised a discussion as to the meaning of "actually delivered in execution," the words of the Law of Judgments Amendment Act (27 & 28 Vict. c. 112). The first section says that no judgment, statute, or recognizance to be entered up after the passing of the Act, shall affect any land (of whatever tenure), until such land shall have been actually delivered in execution by virtue of a writ of *elegit*, or other lawful authority, in pursuance of such judgment, statute or recognizance. In the *Earl of Cork* v. *Russell* (26 L. T. Rep. N. S. 230), it was decided that a judgment creditor who had not *issued execution* had no interest in the land so as to entitle him to be a party to a suit for foreclosure. This was a decision of Vice-Chancellor MALINS, and the same learned Judge decided *Hatton* v. *Haywood* in accordance with it. Vice-Chancellor PAGE WOOD took a different view in *Re Cowbridge Railway Company* (18 L. T. Rep. N. S. 102), and expressed the opinion that it could not have been intended by the Legislature that a judgment creditor should have no interest in the land until he had obtained actual possession of it, for the very sufficient reason that incorporeal hereditaments which are expressly made land within the meaning of the Act, could not be the subject of actual delivery. "The intention must have been," said Vice-Chancellor WOOD, "simply that all those

remedies which a judgment creditor can effect by means of a writ of *elegit* must be exercised by him before he can come in under the Act." Consequently, in the case before him, where there was a prior *elegit*, he held that the subsequent judgment creditor could not present a petition for sale of the land until he had got rid of such prior *elegit*. In *Guest* v. *Cowbridge Railway Company* (18 L. T. Rep. N. S. 871), Vice-Chancellor GIFFARD seems to have been of opinion that actual delivery under the writ was necessary. Referring to the first section of the statute he said, "That is plain enough, I think, and it must mean that no judgment creditor can have any right of any kind until he has put the writ into the hands of the sheriff. But it goes further, I think, because although possibly putting the writ into the hands of the sheriff may give him a right to file a bill to remove a legal impediment, I do not think he has any right in the shape of a lien on the land until he has got a return from the sheriff." Notwithstanding the very considerable difficulty raised by Vice-Chancellor WOOD to the strict and literal construction of the Act, the weight of authority is in favour of holding that a judgment creditor obtains no interest in the hands of his debtor until it has been given into his possession by the sheriff. There is a further question as to priority—where, for example, a subsequent judgment creditor is the first to put his writ into the hands of the sheriff. Vice-Chancellor GIFFARD in *Guest's* case was clearly of opinion that under the Act where things are properly done, the priorities must be determined according to the dates at which the writs are put into the hands of the sheriff.

A PRACTICAL question of some moment on the subject of costs was discussed in the case of the *Lancashire and Yorkshire Railway Company* v. *Gidlow* (29 L. T. Rep. N. S. 399), namely, whether if judgment in the courts below with costs be affirmed by the courts of appeal, interest runs on the costs as well as on the judgment. The judgment of the Exchequer in favour of the defendant—which of course was judgment for his costs only—was affirmed by the Exchequer Chamber. An appeal under the Common Law Procedure Act was carried to the House of Lords, and there the judgment of the Exchequer Chamber was affirmed. And it was ordered that the appellants should pay to the respondents the costs incurred in respect of the appeal. It was contended that as a judgment debt carries interest by statute, here the judgment being for costs, the respondent was entitled to interest upon the costs of appeal from the Exchequer Chamber. By sect. 30 of 3 & 4 Will. 4, c. 42, if any person shall sue out any writ of error upon any judgment whatever given in any court in any action personal, and the court of error shall give judgment for the defendant thereon, then interest shall be allowed by the court of error for such time as execution has been delayed by such writ of error for the delaying thereof. The case under notice decides that the House of Lords may give costs, and the taxing-master may in his discretion tax them so as to allow interest on the judgment appealed to that House. But if this be not done, interest on costs cannot be obtained beyond the time of the delay caused by appealing to the Exchequer Chamber. Such questions as this will lose much of their interest after next year.

SOME BANKRUPTCY DECISIONS.

WE report some interesting decisions from the Liverpool Bankruptcy Court, which we may usefully summarise. In *Re Keyworth* it was held that a sum paid into court by a defendant to abide the event of an action does not constitute the plaintiff a secured creditor in the event of the defendant becoming bankrupt before the action is determined. There have been two cases decided in the Superior Courts bearing upon this point, namely, *Murray* v. *Arnold* (7 L. T. Rep. N. S. 385) and *Culverhouse* v. *Wickens* (17 L. T. Rep. N. S. 478). The former turned upon the effect of the payment of a sum of money into court on the eve of a trial, in order to obtain a commission to examine witnesses in India, and the question was whether, under the 184th section of the Consolidation Act of 1849, the assignee was entitled to the amount, and the creditor bound to come in as a creditor holding security. It was held that the payment into court did not constitute the plaintiff a secured creditor, and was not in any sense a payment to secure a debt. The amount was therefore held to belong to the plaintiff absolutely. Chief Justice Cockburn there remarked that the case was distinguishable from that of a garnishee, there being in the latter case an ascertained debt. *Culverhouse* v. *Wickens* was such a case. There it was held that payment into court by a garnishee under a judge's order is a payment within the meaning of the Common Law Procedure Act 1854, s. 65, and discharges the garnishee; and the subsequent execution of a composition deed by the debtor will not prevent the creditor being entitled to the money so paid into court. In the Liverpool case proceedings in connection with the action were restrained, the result of which was, as the learned judge remarked, that the end and object of the payment into court ceased, and there was no longer any claim which the creditor could make out. This, we think, shows the enormous hardship which may be inflicted upon a plaintiff who, by his diligence, has obtained a perfectly fair advantage over the other creditors of a debtor. This, however, is a consideration constantly disregarded by County Court Judges, the prevailing and overriding notion being under almost all circumstances to put all creditors, diligent and idle, upon one footing.

An interesting question arose out of a bill of sale in *Rahn's* case, although not novel—namely, whether a bill of sale purporting to assign partnership property, but executed by one partner only, was valid. Another question in the same case was whether the transfer of certain delivery orders amounted to a fraudulent preference in favour of the transferee, who was security only for a debt due by the debtor. The first point is, we think, sufficiently clear. On the authority of *Harrison* v. *Jackson* (7 L. T. Rep. 207), and *Steilitz* v. *Eggington* (Holt, 141), the learned Judge of the County Court held that he was bound to come to the conclusion that the bill of sale was void. The judgment of Lord Kenyon in *Harrison* v. *Jackson* quite supports Mr. Collier's view, and is undoubted law. "The law of merchants," said Lord Kenyon, "is part of the law of the land; and in mercantile transactions, in drawing and accepting bills of exchange, it never was doubted but that one partner might bind the rest. But the power of binding each other by deed is now for the first time insisted on except in the Nisi Prius case cited"—*Mears* v. *Serocold*, sittings in Easter Term 1785, at Guildhall, *cor.*, Lord Mansfield, C. J.—"the facts of which are not sufficiently disclosed to enable me to judge of its propriety. Then, it was said that, if this partnership were constituted by writing under seal, that gave authority to each to bind the others by deed; but I deny that consequence, for a general partnership agreement, though under seal, does not authorise the partners to execute deeds for each other, unless a particular power be given for the purpose." In the above-mentioned case of *Mears* v. *Serocold*, Lord Mansfield is said to have ruled that for a partnership debt one partner had authority to execute a bond for another. The editors of a leading American case on the law of partnership (*Livingston* v. *Roosvelt*) thus state the law as established by numerous decisions: "The rule that one partner cannot, by his implied authority, bind the firm by a sealed instrument, applies only where the firm is sought to be charged, and not where the object is to discharge a debt due to it. . . And it has been decided in case of sales and assignments, where the property may be transferred by delivery, that such a transfer so consummated by delivery, is not annulled by being attested, or having the trusts on which it is made described by a deed, and this applies to a general assignment for the benefit of creditors, to a mortgage of chattels, and to an assignment of a *chose in action* by one partner under seal." In *Rahn's* case it was endeavoured to show that there had been delivery by symbol, but this failed. The above citation shows that had such attempt succeeded it would altogether have altered the complexion of the case. As to the transfers which did take place, and the objection raised that they amounted to a fraudulent preference, the learned Judge relied upon an *obiter dictum* of Lord Justice Page Wood, in *Ex parte Foxley, re Nurse* (18 L. T. Rep. N.S. 862), as supporting the proposition that a request by a surety to the principal debtor is sufficient to make a payment in pursuance of it good against the trustee in bankruptcy. Under the particular circumstances of that case, the assignment was held to be fraudulent, and the *obiter dictum* is not of a very satisfactory character. The assignee had indorsed a bill of exchange nine months previously, and a bill of sale had been executed in his favour. In consideration of that, and further advances, the debtor made an absolute assignment. All that Lord Justice Page Wood said was that he was not prepared to say that the risk of indorsing the bill was not in itself an equivalent which would have supported a bill of sale; but the assignment was held fraudulent, and no decision upon this particular point was given. The case of *Strachan* v. *Barton* (11 Ex. 647), was also mentioned as showing that such a consideration would prevent a transfer being fraudulent. It was contended there that there must be a debt actually due, and that if there were not, a payment, though made under pressure, would be fraudulent. It was determined that the question whether the debtor had a right to insist on payment of a debt was immaterial, as if, for example, the debtor was applied to to take up a bill on Saturday which was due on Monday, and did so, that would not be a fraudulent preference. There, however, the person applying was a bill holder for value, in which case a debt exists, and the right of action only is suspended. We, however, are decidedly inclined to agree that if the precise point arose it would be held that suretyship is sufficient consideration to support a bill of sale, and to save a payment from being a fraudulent preference, the debtor being pressed to make the payment.

The case of *Re T. S. Trumble* raised the question of appeal from the decisions of registrars. It was attempted to go to the court on appeal from the registrar on a question of proof of debt. It was objected that the only appeal from the registrar to the court lay with reference to the registration of resolutions, and as the claimant had elected to take the decision of the registrar as to the proof, he could not apply to the court. The learned Judge held that this was so.

Having expressed a strong opinion concerning the appointment of Mr. Collier to the Liverpool County Court, we may take this opportunity of saying that he has made a very good Judge, and gives great satisfaction.

TRANSFER OF COMPANY SHARES TO PAUPERS.

It is undoubtedly a question of much importance to shareholders in limited companies to know under what circumstances they are safe in tranferring their shares. The decisions in the *European* arbitration by Lord Westbury, and by his successor Lord Romilly, have gone the length of establishing that if, when a company is a going concern, a shareholder, relying upon the ignorance of the directors, introduces into the partnership an improper person, whom he knows to be such, the transferor remains liable to the company. This doctrine, it has been said, is scarcely in accord with the popular views on the subject. We think we may add that Lord Westbury was the first to sanction it as a legal principle. It is observable, however, that there has been some tendency in this direction. For example, in the case of *Re the Mexican and South American Company, ex parte Hyams* (29 L. J., N. S., 242, Ch.), Lord Campbell said, "According to the decision of this court, to which I respectfully bow, if it had been proved that they (the transferors) had parted with all interest in their shares, although for the express purpose of getting rid of their liability, and although they knew they were of no value, and that the transferee was a man of straw, they would have been absolved from liability, and ought to be removed from the list of contributories. I confess I should have hesitated before I concurred in these decisions, because I think there might have been a considerable difference drawn between the analogy of an assignee of a lease assigning the lease to a man of straw and a shareholder who has become a partner with others, and who has incurred a joint liability at a time when the property had ceased to be of any value, and his sole object being to throw the liability entirely on his co-partners." And it is noticeable that Lord Justice Mellish, in *King's Case, Re Great Wheal Busy Mining Company* (L. Rep. 6 Ch. App. 196; 24 L. T. Rep. N. S. 599), said, "I can quite conceive, that a court of equity may say that a transfer by a shareholder to a mere pauper, for the sole purpose of avoiding liability, is a fraudulent and improper transfer, and ought to be set aside."

The other side of this question was strongly presented by Vice-Chancellor Page Wood, in the case of *Re The Phœnix Life Assurance Company, Ex parte Hatton* (31 L. J. 340, Ch.), the point there being as in preceding cases as to the *bona fides* of the transfer. Referring to the decision in *Pass's case* (28 L. J., N. S., 769, Ch.), the Vice-Chancellor said: "From my recollection of that case, the principle upon which it was decided was that it was the very life of these companies to make their shares easily transferable; and that any doubt or difficulty raised by companies as to whether their shares were or were not transferable, as the transferees were supposed to be solvent or insolvent, would be destructive of the object they had in view, namely, the attracting of capital to societies of this description, with facilities at all times to shareholders for relieving themselves of liability." The doctrine of *Pass's* case was also approved by Lord Justice Rolt in *Re National and Provincial Marine Insurance Company, Ex parte Parker* (L. Rep. 2 Ch. App. 685). In the course of the argument the Lord Justice said: "I see nothing unreasonable in the doctrine of *Pass's* case, that if a shareholder of a company is minded to get rid of his shares he may do so." And counsel urged that the very time when a person having the right to transfer his shares is most likely to wish to exercise it, is when a liability is impending. Lord Justice Rolt commenced his judgment with the observation, "I am still inclined to think that the transfer of shares expressly to escape the liability of a shareholder, does not necessarily vitiate the transfer, and I should not dispose of this case adversely to the appellant upon any such ground."

Lord Westbury seems to have put on one side the essential importance to public companies that no doubt should exist as to the transferable nature of their shares, which has been so much considered by other Judges, and to have given rein to his indignation, undoubtedly just from a moral point of view, against persons forsaking a partnership, and throwing their liability upon their co-partners who sought no escape. There is, however, an obvious distinction between a private partnership and a joint stock company. Persons take shares in a company knowing that those with whom they associate themselves may at any time cease to be partners by transferring their shares. It is otherwise in a private partnership; there can only be dissolution by expiration of the period for which it was contracted, by death, by consent, or by order of the Court of Chancery. In his work on Partnership Mr. Lindley necessarily places companies upon a distinct and separate footing, and he names the only grounds upon which, in his opinion, a transfer can be avoided. He says (2nd edit. p. 1352, quoted with approbation by Lord Justice James, in *King's case*, in *Re Great Wheal Busy Mining Company* (L. Rep. 6 Ch. 196; 24 L. T. Rep. N. S. 599), "Notwithstanding there is a complete transfer the transferor will be held a contributory if the evidence shows *not only* that the transfer was made to get rid of a liability, but that the transfer was not a real transaction and was not intended to divest the interest of the transferor, and to render the transferee the *bona fide* owner of the shares, but that the transferee held them subject to the orders of the transferor." And the inference would seem to be that if the transfer were made simply to avoid liability it would be good.

From the *dicta* which we have cited, it would appear that decided opinions have been entertained by eminent judges that a wilful transfer to a pauper to escape liability does not relieve the transferor. There are, however, express decisions from *Pass's* case downwards, that such a transfer, unaccompanied by any other consideration or condition, is good, and relieves the transferor. It was consequently reserved for Lord Westbury to decide positively that such a transfer was void. And his decision in *Walton Williams's* case (Law Times European Reports, p. 125) is certainly as strong as it could be made. He said (p. 126): "I do not care a rush whether the directors inquired or not, or whether there was misrepresentation or not; but if I find the man who desires to dispose of his shares in favour of A. B., knows very well in his mind at the time that A. B. was an insolvent man, or a dishonest man, and most improper man, for some reason or other, to be introduced into the partnership, I shall hold that that personal knowledge on the part of the individual disposing of his shares forbade him to do what he desired to do, and that his persisting in doing it, relying upon the ignorance of the directors, and concealing what he knew was a fraud upon the directors." Had there been an appeal, we do not think that such a doctrine could have been sustained. Neither do we think that it will be accepted as law by the ordinary tribunals.

SUPREME COURT OF JUDICATURE ACT 1873.

Rules of Procedure.

(*Continued from page* 32.)

The last notice of this Act shortly reviewed those rules which related to proceedings before trial; most of the remaining rules relate to the place and mode of trial, and to appeals.

In a former issue attention was called to the rules as to the place of trial under those sections of the Act by which the sittings of the court for the trial of issues of fact are provided for. It is unnecessary to say more here than that all local venues are abolished, and *primâ facie* every action is to be tried in Middlesex, unless the plaintiff, in his statement of claim, name the place where he proposes to try. The venue, however, may be changed by order of a Judge. The lists for trial at the sittings in London and Middlesex are to be prepared, and the actions allotted for trial in accordance with future rules, but without reference to the division of the High Court to which such actions may be attached; that is to say, subject to the rules to be made, all causes in whatever division commenced, are to be tried as to issues of fact before any Judge appointed to sit for that purpose. In fact, the sittings in London and Middlesex will be held more as the assizes are now held; the assize Judge trying issues from any Court: (rules 28 and 29.)

The mode of trial is next provided for: (rules 30-35). The judges of the Common Law Courts have frequently pointed out the urgent need there has always existed for the appointment of official assessors to assist the judges in trying technical questions. This need is now supplied. Actions are to be tried before a judge or judges, or before a judge sitting with assessors, or before a judge and jury, or before an official or special referee, with or without assessors. This will be a great assistance to judges and to referees, and will probably have a good effect in shortening the length to which causes, depending rather upon questions of practical or technical experience, now extend. The plaintiff has the choice of the mode of trial, in the first instance, on giving notice of trial; but the defendant may, by giving due notice within such time as may be fixed by the future rules, require the issues of fact to be tried before a jury, or he may apply to the court for an order to have the action tried in any other of the said ways, and in the latter case the court has power to order the mode of trial. It frequently happens that in one action there are different questions of facts which would be best tried in different ways, and to meet such a case it is provided that the court may order different questions arising in the same action to be tried by different modes of trial; and as one issue of fact may depend upon the result of others, the court may order that one to be tried first before the others, and may appoint the place for such trial. Where an issue of fact is to be tried by a jury, the trial is to be held before a single judge, unless the trial is specially ordered to be held before two or more judges. This last provision leaves everything as it now stands in respect to jury trials, and would still preserve the right of trial at bar in exceptional cases. Trials before referees are to take place wherever the referee shall consider most convenient and may be adjourned from place to place as he thinks fit, subject only to the order of the court. A referee may have an inspection or view, either by himself or with his assessors (if any) as he may deem expedient for the better disposal of the controversy before him. The continuous and vexatious adjournments of arbitrations are also provided against by a direction contained in the rules that, unless otherwise directed by the court or a judge, the referee shall proceed with the trial in open court, *de die in diem*, in a similar manner as in actions tried by a jury. As questions of law may arise in a reference which require the decision of the court, power is given to the referee before the trial is concluded, or by his report under the reference to him, to submit

any question arising therein for the decision of the court, or to state any facts specially, with power to the court to draw inferences therefrom. Wherever such a submission or statement is made the court will enter such order thereon as it may think fit, and the court will have power to require any explanation or reasons from the referee, or to remit the action or any part thereof for re-trial or re-consideration to the same, or any other referee.

Evidence of witnesses, in the absence of any agreement between the parties, and subject to any rules of court as to certain classes of cases, is to be taken *vivâ voce* and in open court, at the trial of any cause or at any assessment of damages. The court or a Judge will, however, have power to order that any particular fact or facts may be proved by affidavit, or that any affidavit may be read at a trial on such conditions as are reasonable, or that any witness whose evidence in court ought to be dispensed with, may be examined by interrogatories or otherwise, before a commissioner or examiner; provided that the court may order a witness to be produced for cross-examination. Upon interlocutory applications evidence may be given by affidavit, subject to the power of the court to order the production of the party making the affidavit for cross-examination. Affidavits must be confined to facts within a deponent's own knowledge, except on interlocutory motions, when statements as to the belief, with the grounds thereof, may be admitted, and this is enforced by the penalty of costs for unnecessary matter. Admissions may be made by notice, given either in the statement of the case or otherwise, so as to admit the truth of the whole or any part of the case stated or referred to in the statement of claim, defence, or reply. Either party may call upon the other party to admit any document subject to such exceptions, and, if the admission is refused, the cost of proving it will have to be borne by the party so refusing, whatever the result of the action: (rules 36-39).

The next succeeding rules deal with interlocutory orders and directions. Power is given to a Judge to make any order at any stage of the proceedings to which the party may upon the admissions of fact in the pleadings be entitled. This would probably entitle a plaintiff to final judgment if the admission should be such as to show the defendant's liability in law. Power is given to the Lord Chancellor to transfer any question from one Judge to another, and to the court to order any enquiries to be made, or accounts to be taken, at any stage of the proceedings. For the preservation of lands, goods, or other things, the subjects-matter of actions, full power is given to the court to make orders for their entry, safe custody, examination, or for any other purpose for the benefit of the parties, or the better obtaining of full evidence and information. Power is also given to order the examination of witnesses before an officer of the court or other person, and to order the deposition made to be filed in court, and to give leave, any party to give such deposition in evidence. Before the receipt of the defendant's statement of defence, or after the receipt and before taking any other proceeding in the action, a plaintiff will be at full liberty to discontinue his action, or part thereof, on payment of the defendant's taxed costs relating to so much as is withdrawn. Such a discontinuance will not be a defence to a subsequent action. After the above time, however, a plaintiff may not discontinue without leave of the court or a judge. Similarly, a defendant cannot withdraw his defence without leave. A nonsuit, unless the court otherwise directs, is to have the same effect as a judgment on the merits for the defendant, but in case of surprise or accident, a nonsuit may be set aside on such terms as to payment of costs as the court may think fit: (rules 40-46.)

A very important change is introduced by the rule providing for costs. All costs of and incident to the proceedings of the High Court are to be in the discretion of the court. At the same time the right of a trustee, mortgagee, or other person to costs out of a particular estate or fund to which he would be now entitled in courts of equity is continued: (rule 47.)

New trials are not to be granted on the ground of misdirection, or of the improper admission or rejection of evidence, unless it should appear to the court that substantial wrong has been thereby occasioned at the trial; and if the wrong should affect only part of the matter in controversy, the court may direct a new trial as to that part only. Bills of exceptions and proceedings in error are abolished, and all appeals are to be by way of rehearing brought on by way of motion without any formal proceeding. By notice of motion an appellant may appeal from the whole or any part of any judgment or order on condition that he so states in the notice. The notice is to be served only on persons affected by the appeal, subject to the power of the court of appeal to order the notice to be served on any other persons and to make an order as if the parties so served had originally been parties. The powers of the court of appeal will embrace all the powers of the court of first instance, including discretionary power to hear further evidence *vivâ voce* or otherwise. Such evidence may be given without special leave upon interlocutory applications or in any case where matters have arisen since the decisions appealed against, but upon appeals from a decree or judgment on the merits, special leave must be obtained to produce further evidence at the hearing of the appeal. The Court of Appeal has full power to vary or reverse any order, and to make such further orders as may be required, and this may be done so as to benefit parties who have not appealed from, or complained of, the decisions, and the court also has full power over the costs of the appeal. A respondent need not give notice of motion to institute a cross-appeal; but the respondent, if desirous of varying an order, must give notice of his intention, but the admission to do so will not vitiate his right to proceed; that will only be ground for an adjournment. The mode in which evidence taken in the court below is to be brought before the Court of Appeal, will be regulated by rules of court or special order, and such evidence is to guide the Court of Appeal as to the proceedings below. No interlocutory order not appealed against will debar the court from making such order as it may think just. Appeals from interlocutory orders are to be brought within twenty-one days, and other appeals within one year, and this time can only be extended by special leave of the court. Security for costs of an appeal must be given. An appeal will not operate as a stay of proceedings or execution, except the court so order, and no intermediate proceeding will be thereby invalidated: (rules 48-58.)

This completes the rules in the schedule to the Act. It will be manifest to anyone, perusing our short notice of them, that many blanks remain to be filled up by the future rules. Hence it is impossible to discuss them fully. Our next notice will treat of the remaining parts of the Act dealing with officers, inferior courts, and certain miscellaneous matters.

THE LIABILITY OF RAILWAY COMPANIES FOR UNPUNCTUALITY.

It has been thought that the law laid down by Mr. Stonor, in the case of *Forsyth* v. *Great-Western Railway Company*, was novel. We find, however, in the *Liverpool Mercury*, of 9th Dec., 1869, the following, which shows that in the County Courts, at any rate, the question has arisen and been decided before:—

A case of considerable importance to railway companies and travellers was decided at the Liverpool County Court on Wednesday. On the 11th Sept. a gentleman took three tourist return tickets, for himself, wife, and child, at the station of the Lancashire and Yorkshire Railway Company, in Liverpool, for Perth. The Lancashire and Yorkshire line ends at Preston, and at that place passengers for Scotland have to change to carriages of the London and North-Western Company. Owing to delays on the journey, the train was twenty minutes beyond the appointed time before it reached Preston. The Scotch train had set off, and there being no train until Monday, the plaintiff, his wife, and child, had to stay at an hotel during Sunday, until there was an available train; and for the expense so incurred he now sued the Lancashire and Yorkshire Railway Company. The company, in defence, relied upon a notice in the time tables and bills that they do not guarantee the arrival and departure of their trains at the times named. The Judge (Mr. Serjeant Wheeler) held, however, that the delays on the journey from Liverpool to Preston were avoidable; that the company did not use the care and diligence which it was their duty to use, and that therefore the plaintiff was entitled to a verdict.

SANDERSON *v.* LANCASHIRE AND YORKSHIRE RAILWAY COMPANY.

The learned Judge said:—This action was brought to recover expenses incurred by the plaintiff in consequence of the failure of the company to take him and his wife and child from Liverpool to Perth, on Saturday, the 11th Sept. last, as they had contracted to do. Mr. John Forshaw appeared for the plaintiff, Mr. Bellringer for the defendants. It was agreed that no question should be raised as to the plaintiff's right to sue in the form adopted with respect to the three passengers. The facts are these:—On the day in question the plaintiff took three tourist return tickets at the station in Liverpool, for Perth. According to the company's time tables the train was timed to leave Liverpool at a quarter past two, was due at Preston at 3.35, was to leave Preston at 3.43, and to arrive at Perth at twenty minutes past eleven. The line of the defendants ends at Preston, and at that place passengers for Scotland have to cross from the arrival to the departure side of the station, and to change to the carriages of the London and North-Western Company. The train was seven minutes late in leaving Liverpool, was delayed at Ormskirk five minutes, was again delayed three minutes before reaching the Preston station, and was further delayed five minutes between the entrance to the station and the alighting platform. On reaching the platform, it was twenty minutes beyond its appointed time, and thirteen minutes beyond the time of departure thence of the Scotch train. That train had been sent off, and there was no other train that day to Perth, or any train on the following day, because in Scotland there is no railway travelling on Sunday, and the earliest available train for Perth left Preston on Monday morning. Under these circumstances the plaintiff and his wife and child repaired to an hotel at Preston, and there remained until the Monday. For the expenses thus incurred this action is brought, no claim beyond actual outlay being made by the plaintiff. Since the decision in 1856 of the case of *Denton* v. *Great Northern Railway Company* (reported in 5 E. & B. 861), in which the court held, that the representations in their time tables amount to a contract on the part of the company with those who should come to the station to forward them as stated, the companies have protected themselves by inserting a notice in the tables that they do not guarantee the arrival or departure of the trains at the times named. In this instance the company rely upon such a notice as an answer to the action. The notice, it seems, is published monthly in their time bills, and appears upon their large posting bills; and, further, as they say, upon all their tickets. Upon this last point, however, their witness was mistaken, for on reference to one of the tourist tickets, it turned out that there was no such notice upon it. The plaintiff, moreover, stated that he had never read or seen the notice in the time tables or posting bills, and that he had no knowledge, and therefore it was contended that he was not bound by it; but the plaintiff is in this difficulty as to this part of the case, that the ticket alone does not amount to a contract on the part of the company, nor is any duty thereby imposed upon them to have a train ready to start at the time at which the passenger was led to expect it. (See the case of *Hurst* v. *Great Western Railway Comyany*, 19 C. B. 310.) By the mere issuing of the ticket in question the contract, as there decided, would be a contract to carry the passenger from Liverpool to

Perth within a reasonable time. To make out the contract to convey by a particular train, or series of trains, leaving and arriving at specified times, the issue of the ticket must be connected with the representations in the company's time tables, and, therefore, the production of those tables is necessary to the plaintiff's case. That being so, he is, I conceive, bound by their contents, and, consequently, by any notices or conditions by which the company can lawfully limit their responsibility. The notice on which the company rely, looking at its terms, and taking them in their widest sense, amounts to a claim of entire immunity for the consequences of delays, however caused, and whether occurring upon their own line or upon the lines of other companies connected with them for which they issue tickets. This claim, if pushed to its limits, could not, I think, be sustained, because, although a company may by a proper notice make special contracts, the conditions they attach in order to be binding upon the public must be reasonable. Upon referring, however, to a later page of the company's time tables, it will be seen that they do not in fact claim the extensive immunity which the notice already referred to implies, for amongst their general regulations I find this further provision: "Every attention will be paid to insure punctuality so far as practicable, but the directors give notice that they not undertake that the trains shall start or arrive at the time specified in the bills, nor will they be accountable for any loss, inconvenience, or injury which may arise from delay or detention." Taking these notices together, and giving effect to their plain terms and import, they really come to this, that the company will use all reasonable care and diligence to insure punctuality, and that if notwithstanding this care and caution delays occur, they will not be responsible for that delay. This I take to be the contract which the law itself would imply, without any special notice by the company, and the contract, and its co-relative obligation apply to the whole journey for which the ticket is issued, though the company's own line extends only part of the way. Now the question in issue is whether there has been a breach by the company of their contract duty to the plaintiff. The time tables must be regarded as the basis of the contract, or as was said by Lord Chief Justice Erle, in a case before him, "they must be taken to be in the mind of the carrier when he receives a passenger for conveyance." Acting upon these arrangements in the present case, it was the duty of the company to use every attention (adopting their own phrase), first, to start punctually, and, secondly, to avoid delays on the way to Preston, so as to reach that place in time to enable passengers for the North to cross from one side of the station to the other, and to take their seats in the North-Western on train. What happened? There was the series of delays already mentioned between Liverpool and Preston, four in number, resulting in the loss of twenty minutes in time, and of the onward train to Scotland. Delay No. 1 was not explained, but perhaps these facts may account for it: The guard of the train had only arrived at the station by an in-train at 2.19, four minutes after the out-train should have left; but whether that was the proper time for the in-train, or if it were late, why it was so, the court was not informed. The guard, however, as soon as he had disposed of the parcels in his charge with the in-train, which, he says, he did in three minutes, made the best of his way to the out-train which was then in motion, with another man in his place. Upon the accustomed guard reaching the train, his intended deputy left it, and the train proceeded. The company, therefore, in their substitution of another for the accustomed guard, did that at last which one would have expected them to have done at first, so as to prevent delay at the outset of the journey. Delay No. 2, at Ormskirk, was due to affixing a horse-box to a passenger train. Delay No. 3 was not explained. Delay No. 4 was due to the occupation of the rails between the entrance to the Preston station and the platform by intervening trains, but there was no evidence to show how that obstruction happened, or that the course was not quite clear for the train in question to pass into the station if it had been in time. It seems to me that all these were avoidable delays, but in truth the two at Liverpool and Ormskirk (which were clearly so) were more than enough to account for the loss of the onward train, and to render necessary the stay at Preston of the plaintiff and his family from Saturday to Monday. Under all these circumstances, and for these reasons, I am of opinion that the company did not use the care and diligence which it was their duty to use to enable the plaintiff to reach his destination that night, and that, therefore, he is entitled to a verdict for the amount claimed.

THE CAPTURE OF THE VIRGINIUS.

[COMMUNICATED.]

IT is hardly creditable to this country that there should be any doubt as to the true character of the capture and execution of the crew of the *Virginius*. And it is still less creditable to find it actually asserted and maintained that persons going out to aid insurgents struggling for political independence are liable to be captured on the high seas and summarily executed as pirates! Such a notion could only be entertained from utter ignorance of the first principles of international law, and by such as have taken their ideas of it from the loose language of debates instead of from its recognised authorities. The facts are these: A vessel bearing the American flag, but destined, no doubt, to aid the insurgents in Cuba, is captured on the high seas in time of peace, by a Spanish cruiser, but so far as has yet appeared, without any authority from the Spanish Government, the vessel is carried into a Cuban port, and there many of those on board, mostly English and American subjects, are summarily executed without trial—for a trial by court martial in such a case is, of course, no trial at all; as a court martial can only take cognisance of offences against the laws of war committed within the territory. Now it does not admit of the smallest doubt that the capture was unlawful; and that whether it was lawful or not the executions of foreigners were simply acts of murder.

Those who have attempted to defend the conduct of the Cubans have treated the subject as if it were merely a question as to the legality of the capture, and they have almost entirely blinked the question as to the executions. But in reality the question as to the capture is comparatively of small importance so far as the foreigners on board are concerned; and whether it was lawful or unlawful makes not the slightest difference as regards the character of the executions. For it is forgotten that if the capture was lawful, the crew were entitled to be tried for the offence supposed to have justified the capture. But for that supposed offence they were not tried at all. That of itself shows that the pretence of piracy was false; and the only question as to the capture is, whether it was not itself unlawful, and was not authorised by the Spanish Government. But whether it was so or not, the capture was clearly unlawful, for this reason:—The capture of a vessel on the high seas, bearing the flag of another nation, can only be justified (where it is not in self-defence) on one of two grounds: piracy or belligerency. Now, as to the latter, it may at once be dismissed, for the Cubans themselves protest that there was no war. They deny that the rebels can be considered as belligerents, and insist that they are rebels and nothing more. And, be it borne in mind, that rebellion is an offence only against municipal law; an offence essentially territorial, and which could only be committed, as in this case, by foreigners on Spanish territory, or at all events in Spanish waters. And as the intention to commit an offence can scarcely be worse than the offence itself, all that the crew of the *Virginius* could possibly have been guilty of was complicity in an intended act of rebellion, that is, an intended offence against municipal law. But it is a first principle of international law that no nation can enforce its criminal law in the territory of another, or on the vessels of another on the high seas. Neither has one nation, intending peace, any power of capture over vessels bearing the flags of other nations, excluding cases of piracy.

It is another first principle of international law that the flag (apart from cases of piracy) covers the vessel—except as against the vessels of the State whose flag is carried. Even a state of war or recognised belligerency does not militate against this principle, as we saw in the case of the *Trent*, which occurred after the recognition of belligerency. It might be a question, perhaps, whether if there had been Confederate soldiers on board the *Trent*, and the vessel was conveying them to the United States instead of taking them away, an American war vessel might not have captured them; but then if it could have been done, it could only have been done in right of war, and then, by the same right principle, the persons taken would have been entitled to be treated as prisoners of war. This, however, would not be the case here, as there was no belligerency. The flag, therefore, covered the vessel, and the flag was American. The capture, therefore, was unlawful, unless the vessel was piratical, and piratical in an international sense. But piracy in that sense involves an intention to commit general depredations on the high seas, and here there was no idea of committing depredations on the high seas at all. On the contrary, the case of the Cubans is that the crew were going to Cuba, and were to engage in hostilities there, and hostilities only, against Cuba. It was, therefore, the reverse of a case of piracy, and the imputation of piracy is a mere pretext. Pirates, in the sense of international law, are those who intend to capture and plunder vessels of any nation they may meet with on the seas. That is the only species of piracy which justifies capture on the seas by the vessels of any nation, for the very reason that pirates are, in that sense, the enemies of all nations. But in the present case the crew were only the enemies of the Cubans, and were bound for Cuban territory, and had no idea of any depredations on the high seas, still less of general depredations. Therefore they were not pirates, and the capture of the vessel on the high seas was unlawful. Nor is this all: for it is avowed that the character of the vessel was known, and it was, therefore, well known that it was not piratical.

But, on the other hand, even assuming that the capture was lawful, and taking the worst possible view of the vessel captured, and the destruction of its crew, this will not render the execution of the foreigners on board one whit less unlawful and criminal. For, as regards foreigners, even assuming that there was any colour for the charge of piracy, they were entitled to a legal trial before a regular court of justice. They were not tried for piracy, because it would have required a regular trial, and before any regular tribunal they must have been acquitted. This was well known, and it was also known that if any delay were allowed the Government would not permit the execution to proceed. Again, we say that there can be no question that the capture was unlawful, nor that the executions of the foreigners were acts of murder. They were authorised by no court of justice, nor by the local government, still less by the Government of Spain. There is no precedent for any such an atrocity, and no civilised Government would have sanctioned it.

Our seizure of the *Caroline* during the Canadian Rebellion, as it is the nearest case in point, illustrates by contrast the illegality of these acts of the Cubans. We cut out and burnt the *Caroline*, it is true; but not on the high seas. She was within the waters of the colony, and engaged in actual hostilities against it. Yet, as she lay on the American side of the river, her captors were careful not to touch anyone on board, and they only seized and destroyed the ship. The Americans raised an outcry, and were only satisfied when they found that the ship was actually molesting our subjects, being within a few hundred yards of our shore. Under those circumstances the ship was seized and burnt, though not until every person on her had been taken out. No one dreamt of pretending that we were entitled to treat the crew as pirates; and if we had done so, assuredly we should have been involved in war. When the President issued a proclamation against the American sympathisers—although their head quarters were on British territory—he warned them that they would "render themselves liable to arrest and punishment *by the laws of the United States*," and not a word was said admitting any right in us to punish them as pirates. Nor did we ever set up such a right. It is true that when afterwards some of the American sympathisers actually invaded Canada, and many of them were taken in arms, they were tried by court martial, and one or two of them were executed. But they had actually *been taken in arms on British territory*, and their lives were forfeited by the laws of war. And if the unfortunate crew of the *Virginius* had *landed*, or had even been captured when landing—in arms—on the Cuban shore, they would have incurred the same fate. Then there would have been no doubt as to their acts, and though their execution in cold blood would have been barbarous, it would have been justified. Those only would have been seized who were actually engaged in insurrection on Cuban territory. But the crew of a ship captured on the high seas and not actually engaged in piracy, were entitled to a trial in a regular court of justice, in order that their guilt might be proved and their degree of guilt judicially ascertained. Taken on the high seas, where they were only *in transitu*, and had no idea of committing depredations, they had committed no offence beyond the misdemeanor cognisable by the municipal laws of their own countries. And their summary execution, under the pretence of a crime for which they were not tried—and without the sanction of the Spanish Government—was, whether the capture was lawful or not, neither more nor less than murder.

LAW LIBRARY.—In our notice of "The Pursuit of Truth," by Mr. Finch, we omitted to give the name of the publishers—Messrs. Longmans, of Paternoster-row.

SOLICITORS' JOURNAL.

We hear so much—and with reason—of the necessity for organising the Profession, that we willingly give publicity to the suggestion of a solicitor that solicitors should dine in hall in London occasionally. The building of the Incorporated Law Society in Chancery-lane offers ample accommodation. Much advantage is likely to arise from such an institution, and the circuit mess and the dining in hall of the other branch of the Profession affords ample proof of the utility of so assembling. All solicitors, conveyancers, proctors, and articled clerks should be admitted. We incline to the opinion that, if properly worked, it would be largely attended and very beneficial.

Here and there, no doubt, there are solicitors to whom the annual certificate duty is of such small moment that they care not whether it be £9 or £6 or £90 or £60; but to the many it is quite otherwise, and certainly the complaint of a recently-admitted solicitor, that it is rather hard on him to pay £4 10s. for a certificate when admitted in Trinity Term last, and a similar amount before the 16th Dec. next, is well founded. It is a matter which demands that attention at the hands of the Incorporated Law Society which it would astonish us to find that it receives.

Elsewhere appears a letter from "A County Attorney of ten years standing" upon the subject of the delay—serious delay—in issuing commissions for oaths in common law. In the country this delay is far more serious than if it occurs in in connection with town applications. It often happens that in consequence of this delay clients—who cannot be sworn before their own solicitor, if a commissioner—are obliged to travel many miles in order to get the necessary oath administered. No doubt the common law judges have this matter under their serious consideration; but if not, we venture to commend it to their immediate attention. Applications of a similar kind to the Lord Chancellor are dealt with, with little or no delay.

We understand that the judges have recently appointed a committee from among themselves to frame the rules of procedure to be used in working the Supreme Court of Judicature Act. We venture to express a hope that a ready use will be made of the practical knowledge and experience which solicitors and their clerks can certainly bring to bear on the deliberations of the committee. The knowledge of members of the Bar for such purposes when compared with that enjoyed by the other branch is as a theoretical compared with a practical knowledge, and we feel confident that it will not fall short of a misfortune if the committee of judges leave the work in question to so-called draftsmen. The necessity for adopting our suggestion seems so apparent that we cannot think it will be overlooked. Seeing that the council of the Incorporated Law Society is only at present partially representative, it would be wiser at least that a draft of the proposed rules should be submitted to, say a dozen solicitors to be named by the judges, each having especial qualifications for the general work. The easy and inexpensive working of the rules is not one iota less important to the Profession than to the public, who must be first considered.

The practice of giving articles to clerks is on the increase with solicitors to an extent which we cannot approve. It is a wise provision which permits a clerk under certain circumstances to obtain admission to the Profession, and it would be equally wise if greater facilities were offered by which solicitors could be called to the Bar. There is, however, a practice obtaining by which some solicitors give articles to those in their employ, the *quid pro quo* being a reduced salary, and sufficient consideration is not given under these circumstances to the fitness of the clerk to become a member of the Profession. If the solicitor overlooks this, there is yet the Incorporated Law Society, who have the power practically of excluding those who by education are not qualified to enter the Profession. Their office in this respect is one of considerable responsibility.

A Solicitor writes to us urging the necessity for all members of his branch of the profession carefully studying the valuable paper recently read by Mr. Marshall, of Leeds, on the organization of the Profession. We think solicitors will do well to do so, and we hope to hear that it is to be published in the shape of a pamphlet, for it is a document deserving deep consideration. The thanks of the Profession are pre-eminently due to Mr. Marshall for his labour in connection with his exhaustive paper, a portion of which we now reproduce, and which we hope to complete on a future occasion. A short report appeared in our issue of the 25th Oct. last.

Apropos of the suggestions, upon the subject of the power of the Judges of the Superior Courts to strike attorneys off the Rolls, contained in Mr. Marshall's valuable paper read at the recent meeting of the Metropolitan and Provincial Law Association at Birmingham, the question is asked of us why barristers should not be disbarred by the same authority. We confess we cannot distinguish between the two cases unless it is to find that there is practically more reason for vesting such a power in the Judges as regards the Bar than as regards solicitors. One advantage arising from the Judicature Act in this respect is—we presume—that one application, instead of, as at present, four, will be sufficient to remove the name of an attorney and solicitor from the rolls. This will effect a great saving to the Incorporated Law Society.

A solicitor at Faversham sends us the old advertisement to which appears the name of "Carpenter, Craven-street," and as to which he makes some very reasonable deductions, which, however, it is really no use our producing, for we have times out of mind given ample exposure to this advertisement and every other of the kind, to no purpose whatever. We presume that the council of the Incorporated Law Society consider that they are powerless in these matters; if so, the sooner they so inform the Profession the better, for there is a general impression among solicitors that they can and ought to deal with the subject of depredations by unqualified persons, at whose hands the poorer public suffer so much.

The following Law Lectures and Classes are appointed for the ensuing week in the Hall of the Incorporated Law Society:—Monday, 1st Dec., class, Common Law, 4.30 to 6 o'clock. Tuesday, 2nd., class, Common Law, 4.30 to 6 o'clock. Wednesday, 3rd., class, Common Law, 4.30 to 6 o'clock. Friday, 5th, lecture, Conveyancing, 6 to 7 o'clock.

A solicitor at Landport, in Hampshire, sends us the following advertisement, which has just appeared in a local paper. It speaks for itself, and needs no comment. We omit names, &c.:

SOUTHSEA.—Accountant and General Business Agent; for sixteen years Managing Clerk to a Solicitor.—Mortgages Negotiated, Wills, Agreements, Leases, &c., prepared. House property bought and sold by private treaty. Debts collected.

DECISIONS AFFECTING SERVICE UNDER ARTICLES.

Saturday, Nov. 22.

Re Brimacombe.

An application was made to the Full Court by *Philbrick* on behalf of R. C. Brimacombe for a rule directing that service under articles of clerkship and an assignment should count from their respective dates, notwithstanding the non-enrolment of the articles within six months after date and the non-production to the Registrar of Attorneys and Solicitors of the assignment for entry within three months after enrolment.

Granted.

Re A. B., an Articled Clerk.

An application was made to a master at Judges' Chambers for leave to enter notice in the judges' books of intention to apply to be admitted in the then Michaelmas Term 1873, the same having been omitted to be entered through ignorance of the rules of Hilary Term 1853. *Granted.*

Tuesday, Nov. 25.

Re C. D., an Articled Clerk.

An application was made to a master at Judges' Chambers for leave to give *nunc pro tunc* examination and admission notices for Hilary Term 1874, on the ground that the applicant had concluded, though erroneously, that but a month's notice before that time only was required, as in the case of an intermediate examination.

Refused.

COURT OF COMMON PLEAS.

Tuesday, Nov. 25.

Ex parte Greville.

Articled clerk—Employment as vestry clerk.

The *Attorney-General* (H. James, Q.C.) moved for a rule calling on the examiners of the Law Society to grant the applicant a certificate of having passed the preliminary examination for admission as an attorney.

Garth Q.C., and *Murray*, appeared to show cause in the first instance.

The applicant was articled to a solicitor in February 1871, being at that time dependent on his father, who was clerk to the vestry of Wandsworth. His father died in 1872, leaving his mother and younger brother dependent on his exertions. He was offered by the board the office vacant by his father's death, and accepted it. When examined at the Law Society he satisfied the examiners of his proficiency, but they refused to grant him his certificate, being of opinion that he held an office and exercised an employment other than that of articled clerk, contrary to the provisions of 23 & 24 Vict. c. 127, s. 10. It was stated on behalf of the Law Society that they were willing to grant a certificate if it could be done consistently with the statute.

Affidavits of the applicant and the attorney to whom he was articled stated that he gave all the time required to the service of his articles, and discharged his duties as vestry clerk either by deputy or in the evenings.

The Lord Chief Justice Coleridge said:—I think, Mr. Garth, we need not trouble you. I am of opinion that we cannot grant this application, with regret in this case, because it is stated by the Attorney-General, and not controverted by Mr. Garth in any way, that this young gentleman is a very meritorious person, and there is no desire to prevent his admission as an attorney, if within the rules of the court, and the provisions of the Act of Parliament, he can be admitted. Now I confess, for my own part, it seems to me impossible to get over the direct enacting words of the 10th section of the 23 & 24 Vict. c. 127. I am clearly of opinion, that enacts a condition precedent, that before a person can be admitted an attorney, he must comply with the words of the statute, and not hold any office, or engage in any employment whatsoever, other than the employment of a clerk to an attorney or solicitor, with certain savings which do not affect the present case; and that he must by affidavit show and prove that he has fulfilled that condition which is enacted in the earlier part of the section, that is, as to not holding any office, or engaging in any employment. Now I think in this case this gentleman has both held an office, and been engaged in an employment, and it would be trifling with the words of the statute, and would certainly be an example of the truth of the saying that hard cases make bad decisions, if we were to come to any other conclusion in this case than that, however much we may regret it, this gentleman has not fulfilled the conditions enacted by the 10th section. The case of *Re Peppercorn*, decided in this Court was a case of a very peculiar sort. It was a case in which, if it were an "office," it came to the man as part of a family arrangement. The whole matter was a matter of family property, and the stewardship of the manor devolved upon him. In the language used by the Chief Justice in delivering the judgment of the Court—devolved upon him as a matter of arrangement between himself an his brothers and sisters, and was held by him for the purpose of looking after, with more advantage, their common property. It was a very peculiar case. It was a case in which, apparently, the judgment of the Court must have been, that under the circumstances, these words were complied with, and no "office" was held, because, although the word "office" is used by the Chief Justice in delivering the judgment, it appears by the report of the case that the judges of this court had satisfied the judges of the Queen's Bench, and had pronounced their judgment with the assent of the judges of the Queen's Bench, who had decided the case upon the words of the statute, and must thereiore have been satisfied not merely that the spirit of the statute was unbroken, which, as I gather, they thought all along, but must have been satisfied by the reasoning of the judges of this Court, that the letter of the statute also, upon which alone that had proceeded, had not been broken in that particular case. Without saying more about it, it may be enough to say that that was a very peculiar case, and it stood on its own ground. We are asked to extend that case by a very much wider and broader decision. Certainly I am of opinion, and I believe the court are unanimously of opinion, it is not prepared in this case, with whatever regret, to extend the construction of the statute in the manner asked for by the Attorney-General.

ORGANISATION AMONG SOLICITORS.

A PAPER read at the meeting of the Metropolitan and Provincial Law Association, at Birmingham, by Mr. Marshall, M.A., solicitor, Registrar of the Leeds County Court, and hon. sec. of the Leeds Incorporated Law Society, containing the following observations:—

Organisation of the Profession.

I use these words to describe the manner in which the forces at the disposal of our branch of the Profession are applied to secure the ends which we desire. In order to determine whether this organisation is good or bad it is necessary to estimate, first, the amount of the force at disposal, and, secondly, the result produced by that force. If the result be considerable in proportion to the forces involved, we shall conclude the organisation to be good; if inconsiderable, we shall conclude it to be bad. Now the force at disposal, and which a theoretically perfect organisation would render effective, is the influence, direct or indirect, of some 10,000 attorneys (the real numbers are 10,350, of whom 3600 practise in London, 6750 in the country), spread like a net over the face of the country; collected in large numbers in the centres of population and business, more sparsely distributed in thinly-peopled districts, arranged, in fact, in a kind of rough proportion to the importance of the particular district. And the course of business is such that the attorneys of a given town or district are necessarily thrown together and know each other; they are acquainted more or less with the leading practitioners in the neighbourhood, and they are certainly associated with an agent in London of their own profession.

Influence of Solicitors.

While the nature of their business tends to throw them together, it also tends to give them considerable influence, especially in public and *quasi*-public affairs. These affairs have almost invariably their legal side, on which the opinion and assistance of a lawyer is desired, and he thus has an opportunity of causing his opinion to be felt without appearing to obtrude it on matters outside the professional sphere. It will be conceded that the force at the disposal of our profession is not only considerable in itself, but exercised under conditions which enable it to be used with great effect. To what effect and purpose has it been used? The answer to this question is really very curious. Our position as regards the State is this. The State says to us, "It is of importance to the community that you gentlemen should be properly qualified for your duties, and, therefore, we will take unusual precautions in your case. We will examine you before you enter upon your professional studies; we will examine you while you are engaged in them, and when you have finished them. You must be articled to some member of your own calling, and you must pay a considerable stamp duty for the privilege. You will, of course, have to pay an annual tax for the liberty to practice. But we must take care that you do not abuse the liberty. We will, therefore, frame a scale to regulate your charges, and we will be slow to alter that scale. You are officers of our courts, and, therefore, our judges have the fullest and most arbitrary powers over you. You are at liberty to make as much money as you can under these conditions, but the prizes of your own Profession are not for you." Such is our position as regards the State, and it is not so good but that it might easily be improved. The two branches of the Profession, the certificate duty and the reservation of all important appointments for the Bar, are matters which would bear a little alteration. It might not be an unwholesome change if we were permitted to exercise in all the Superior Courts the right of speech which is at present limited to the Court of Bankruptcy. I am not aware that any subversion of the relations between ourselves and the Bar has followed from that particular concession. What has happened is exactly what might have been expected. In important matters the most experienced barristers are engaged — points of practice and cases which will not bear expense are argued by the solicitor, in whose hands the business lies, and with entirely satisfactory results.

Remuneration.

Then the scale of costs requires revision, assuming that we are to have a scale of costs. Physicians, barristers, engineers, land surveyors, and accountants ask what they think they can get, and the best of them get pretty nearly what they choose to ask. The profits of mercantile men are only limited by the effect of competition. The wage-earing population have succeeded by combination in obtaining an advance which goes far to meet the increased cost of the necessaries of life. But our tariff is the same, and unless we take steps to raise it nobody else will. If it be objected that we get a monopoly as a set-off to this fixed charge, I reply that the monopoly is of the most limited kind. Any human being may advertise himself as a law agent; he may advise, prepare all kinds of documents, and if he take the precaution to get paid beforehand and to keep clear of proceedings in court, he may do an attorney's business on his own terms. He is liable to an action for negligence, but so are we. It is plain that we do not get, in the shape of state protection, an equivalent for the stamp duties we pay and the regulated charges we submit to.

Solicitors Officers of the Court.

But we are officers of the courts. And why are we officers of the courts? Because in the old time the appointment of an attorney was a branch of the royal prerogative. The king granted a monopoly to practise law as he granted a monopoly to sell wine or salt. It is for the members of a liberal profession to consider whether it is consistent with their dignity and interest that they should be subordinates of the courts, and as such, liable to dismissal at the discretion of the judges, or whether it would not be better that they should follow their calling with the same responsibilities and under the same obligations to the general law and to public opinion as other members of the community. I say nothing of minor matters, such as our exclusion from the Inns of Court, and the like; but, looking at our position broadly, and considering how much the State exacts and how little it gives in return, I maintain that there is urgent need of some change; that a body of men having the very great power, which I assume attorneys to possess, should allow things to remain as they are, can only be explained by supposing that our power is not available, and is known not to be available, for concerted action.

This is the conclusion at which I think everyone must arrive who contrasts the means we have with the result obtained by those means. Given, the present circumstances and professional status of attorneys, and their opportunities of improving those circumstances, it follows, from a comparison of one and the other, that our organisation must be bad.

Machinery of the Profession.

The same conclusion will be drawn from an examination of the machinery actually at work. It is not well adapted to secure its ends. Let us consider what that machinery is. It consists of three parts—the Incorporated Law Society, the Metropolitan and Provincial Law Society, and thirty-four local law societies.

The Incorporated Law Society is a corporation consisting of about 2500 members, of whom more than one-third are country practitioners, and it has been in existence nearly half a century. (The members of the Incorporated Law Society were, on the 29th July, 1873, London members, 1806; country members, 689—total, 2495.) It is in many respects the official and accredited representative of our branch of the profession, and it is invested by the various Acts of Parliament with important duties relating to the examination, admission, and registration of attorneys and solicitors. It is, in a sense, the guardian of the profession, and the censor of its morals. All law bills, and especially bills directly affecting us, are watched by its Council, who frequently interfere with good effect during their progress through Parliament. But it is only in a limited sense the representative of the profession at large, considerably more than two-thirds of whom do not belong to it. A large number both of its members and of those who are not members complain of its policy, as too acquiescent—with what justice it is immaterial here to consider. One thing is clear; were the Incorporated Law Society disposed to be ever so active, the effective force which it could wield would be in no sense commensurate either with the needs or with the aggregate power of those on whose behalf it would assume to act. Suppose, for example, that some Chancellor of the Exchequer were to propose to increase the solicitors' certificate duty. What would the Incorporated Law Society do? It would no doubt prepare an able and conclusive statement on the question. Its council would address the Government, and would be listened to with the polite attention which people who have made up their minds bestow on adverse critics. Representation in the House of Commons. Some members of Parliament who are directly accessible to the council would be induced to support them. The pressure of public opinion could not be brought to bear; if it came into the scale it would probably be on the wrong side. A contest of this kind is fought in the lobbies. Now, what would be the answer of the gentlemen who advises the Government on such matters where he asked the probable result of a division depending on the efforts of the Incorporated Law Society? It is not necessary to answer that question. I have put a case affecting our interests only, and uncomplicated with other considerations; still one on which the Incorporated Law Society would be bound to exert its whole strength, and I maintain that if we had to fight out such a battle with no other resources, and no other machinery than such as the Incorporated Law Society could furnish, we should be hopelessly beaten. The society is not furnished with arms for this warfare. It has no means of getting at the 600 and odd members of the House of Commons. It has no means of getting at those who can influence those members.

Incorporated Law Society as representing Solicitors.

In Manchester, out of 295 practising solicitors, thirteen only belong to the Incorporated Law Society. In Liverpool, out of 283 solicitors, it counts sixteen members only. In Birmingham, with 193 solicitors, it numbers twenty-four. In Bristol with 189 solicitors, there are ten who belong to it; and in Leeds, with 104 solicitors, five only are of that society.

The Metropolitan and Provincial Law Association occupies somewhat different ground. It has 614 members, 194 of whom are London solicitors, and 420 country solicitors; while in the Incorporated Law Society the country members form about one-third of the whole body, in the Metropolitan and Provincial Association they form more than two-thirds. I need not describe the constitution of a society to which we all belong, nor need I say much as to the work it does. By its autumn meetings it has rendered us an invaluable service; it has brought representatives of the whole Profession together; it has made us acquainted with each other; it has rendered co-operation on a large scale possible. In this and in its provincial connection it contributes precisely that element of strength which is wanting to the Incorporated Law Society. But I am doing it no injustice in saying that in every other respect it is less powerful and less complete in its administrative machinery than the sister association. The actual work of this association is conducted in London—necessarily and inevitably the London members on the spot conduct it, just as the London members of the Incorporated Law Society, being on the spot, conduct its business. And I am not aware that there are any sufficient means of directing from this London office the power which is undoubtedly given by the wide-spread local connection of the association. I do not forget the Northern Union, but from some reason or another that experiment has not worked well. With its own members the association communicates of course, but those members scarcely constitute more than a twentieth of the Profession. Sending circulars to individuals is not a hopeful way of inducing energetic action. We know the fate which awaits circulars. Granted that that which I believe has never yet been attempted were done, and committees formed in all the towns in which the Metropolitan and Provincial Association possesses sufficient members to form a working body, what would that amount to? At most to this—that active influences might be set up in some twenty or thirty different centres. That falls far short of our requirements. Considering then, that the ground in London is already occupied by the Incorporated Law Society, and that the ground in the country is, for purposes of conjoint action, scarcely occupied at all, I am led to conclude that this society is not an effective machine for the organisation of the profession, and that, neither independently of the Incorporated Law Society nor in union with it, does it furnish adequate means for bringing to a focus the considerable, but diffused, force at our disposal.

Local Law Societies.

I now come to this, the third and only remaining part of our existing machinery.

There are 6750 country solicitors in England and Wales, carrying on business in 1319 towns and villages. There are just thirty-five local law societies, some of which are probably rather in existence than in active operation. Let us consider the distribution of these thirty-five societies.

The county of Northumberland possesses one, at Newcastle. The county of Cumberland possesses one, at Carlisle. Westmoreland has one at Kendal, and Durham one at Sunderland. Lancashire owns five; Manchester, Liverpool, Preston, Lancaster, and Bolton-le-Moors. Yorkshire has three, namely, Leeds, Hull, and the Yorkshire Society at York. The county of Lincoln is represented by the society of Lincoln; the county of Stafford counts the societies of Wolverhamptom and Bilston, and Leicestershire the society of Leicester. Worcestershire has one representative at Worcester, and Warwickshire one in the active society of this town. There are law societies in Northampton, and Cambridge for those counties. Suffolk gives us Bury St. Edmunds; and there is one at Buckingham. Gloucestershire has two, one at Gloucester and one at Bristol; and Devonshire has two at Exeter and Plymouth respectively. The county of Somerset has two, one at Bath and a county society whose head quarters are at Taunton; and the county of Dorset one at Dorchester. Hampshire, Kent, Surrey, and Sussex are each represented by one county law society, while in Wales, Denbighshire and Flintshire have a joint

society, and Anglesea and Carnarvon a joint society likewise. Of the forty English counties sixteen are unrepresented by any law society. Those counties are Nottingham, Derby, Chester, Salop, Rutland, Norfolk, Hereford, Huntingdon, Bedford, Hertford, Essex, Oxford, Berks, Wilts, Monmouth, Cornwall. In Wales it suffices to say that none of the twelve counties are represented, except the four which form the northern boundary of the principality. Considering, then, the geographical distribution of our thirty-five law societies, we find that twelve belong to the six counties north of the Humber; twelve belong to the twenty-three counties of the Midland District, including in that division those which lie on the north of a line connecting Gloucester with Ipswich and south of the six northern counties; and nine to the ten counties south of that line. In Wales the two law societies are confined to the four northern counties. The northern and southern counties are therefore relatively the best represented; the northern counties having an average of two law societies each, and the southern counties something less than one each, while the Midland counties possess as nearly as possible an average of one law society for every two counties.

(To be continued.)

NOTES OF NEW DECISIONS.

WILL — INTERPOLATED SHEET — PRESUMPTION.—Testator's will was engrossed on fifteen sheets of paper by a law stationer. They were numbered consecutively, and on a sheet numbered sixteen, testator had written a codicil, and on another sheet, numbered eighteen, a schedule of plate, pictures, &c., referred to in his will. At testator's death the will was found with the original page four taken out, and a page substituted in the testator's handwriting, the numbering of which had been altered from seventeen to four. The several sheets were tied up with red tape, and the original page four was found loose in the testator's davenport. Held, that in the absence of any direct evidence, the presumption was, that when the will was executed the pages were bound together, and were in the same state as when it was found after the testator's death: (*Rees* v. *Rees and Rees*, 29 L. T. Rep. N. S. 374. Prob.).

SOLICITOR AND CLIENT—COSTS — CHARGING ORDER—PROPERTY RECOVERED OR PRESERVED —23 & 24 VICT. C. 127, S. 28.—A solicitor is not entitled to a charging order under 23 & 24 Vict. c. 127, s. 28, in respect of costs incurred by him whilst acting for the plaintiffs in a suit in which a decree has been made for the administration of a testator's estate, and for the appointment of a new trustee where proceedings in the suit have been stopped by the plaintiff after the decree has been carried into chambers and accounts brought in by the defendant, and no certificate has been made by the chief clerk, and no new trustee appointed: (*Pinkerton* v. *Easton*, 29 L. T. Rep. N. S. 364. M. R.)

WILL—TRUST TO LAY OUT PERSONALTY IN LAND TO GO ALONG WITH SETTLED PROPERTY—OUTLAYS IN REPAIRS AND IMPROVEMENTS ON SETTLED PROPERTY.—A testator by his will directed his trustees to lay out his residuary personalty in the purchase of lands, to go along with certain settled property. Held, that the court had no power to direct part of the residuary personalty to be laid out upon repairs and improvements on the settled estate: *Re Lord Hotham's Trusts* (L. Rep. 12 Eq. 76), not followed: *Brunskill* v. *Caird*, 39 L. T. Rep. N. S. 365. M. R.)

PROMISSORY NOTE—INTEREST—INSTALMENT OF A CERTAIN SUM OR MORE—INDEFINITE TIME FOR FINAL PAYMENT.—Defendant, on the 25th April 1872, promised in writing to pay to the plaintiff £170, with interest at 5 per cent. as follows: The first payment, to wit, £40 or more, to be paid on the 1st Feb. 1873, and £5 on the first day of each month following, until the note and interest should be fully satisfied. Upon default in payment of any of the said instalments, the full amount then remaining due was to be forthwith payable. Held, that this was a valid promissory note: (*Cooke* v. *Horn*, 29 L. T. Rep. N. S. 369. Q.B.)

PATENT — GENERAL AGENT—INFRINGEMENT —PARTICIPATION IN PROFITS—RIGHT TO SUE—DEMURRER. — To a bill stating an agreement made between a general agent of the patentees of an American invention to introduce and sell the invention in Great Britain, and the plaintiff, whereby the plaintiff was to have the sole agency and control of the working of the patent in England, upon certain terms, including a share of royalties and profits, praying for an account for damages, and an injunction to restrain future infringement, the defendants, who were alleged to be using the invention, demurred. Held, that the plaintiff was a mere agent for the sale of the invention, and was in no such position as gave him the right to file such a bill, which was in the form of a patentee's bill for infringement: (*Adams* v. *The North British Railway Company*, 29 L. T. Rep. N. S. 367. V.C. W.)

COSTS—COPYRIGHT—PIRACY—INQUIRY AS TO PROFITS.—Where in a suit for the infringement of copyright the chief clerk's certificate, made in pursuance of the decree, was, on the application of the plaintiff, referred back to the chief clerk and subsequently confirmed, the court refused to make any order as to the costs of the summons and subsequent reference: (*Kelly* v. *Hodge*, 29 L. T. Rep. N. S. 387. V.C. B.).

INNKEEPER — LOSS OF VALUABLES — NEGLIGENCE.—Where a guest at an inn has an opportunity given him of securing valuables in his possession, by giving them over to the custody of the innkeeper or otherwise, and neglects such opportunity: Held, by the Court of Exchequer (Kelly, C.B., and Martin, Bramwell, and Pigott, BB.), that his conduct amounts to such negligence as to deprive him of his rignt to recover against the innkeeper, in case of such valuables being lost or stolen: (*Jones* v. *Jackson*, 29 L. T. Rep. N. S. 399. Ex.)

ATTORNEY — SUSPENSION OF BY SUPERIOR COURTS—DIFFERENCE IN PRACTICE.—When an attorney and solicitor has, for misconduct, been suspended by order of one of the courts of equity from practising in the Court of Chancery for ten years, the Court of Exchequer, upon proof and verification being laid before it, by affidavits, of, first, copies of the petition and order of the court of equity and the affidavit used there on the hearing of the petition; secondly, a transcript of a shorthand writer's notes of the judgment of suspension in Chancery; and thirdly, the identity of the attorney—will grant a rule *nisi* for suspension for a like period from practising in that court, and such rule will make itself absolute, without being further moved, in default of cause being shown within the time therein limited. In the Court of Queen's Bench, in such a case, the rule is granted absolute in the first instance, whilst the practice of the Court of Common Pleas in a similar case is to grant a rule to show cause: *Re C. Wright* (1 Ex. 658; 17 L. J. 128), and *Re Brutton* (26 L. T. Rep. N.S. 33; 41 L. J. 58, C. P) cited *Re Marshall Turner* (29 L. T. Rep. N.S. 345. Ex.).

CONVEYANCE—COVENANT FOR CERTAIN LAND TO BE "NEVER SOLD," BUT LEFT FOR THE "COMMON BENEFIT" OF BOTH PARTIES—VALIDITY — CONSTRUCTION. — A deed of conveyance contained an agreement that certain land, described in the deed, should "never be hereafter sold, but should be left for the common benefit of both parties and their successors." In a suit brought to compel the removal of a house alleged to have been built on the said land in contravention of the said agreement. Held (reversing the judgment of the Supreme Court of Judicature, Halifax, Nova Scotia), that the agreement was one the performance of which might be enforced in equity, because (1) on the true construction of its terms it amounted, not to a perpetual restriction of sale, but to an agreement on the part of the grantor to leave the land in the state in which it was at the time of the conveyance; and (2) the agreement contemplated, not an uncertain and indefinite use of the land by the parties, but that the land should be left open for the advantage of the parties as adjoining proprietors: (*McKlean* v. *McKay*, 29 L. T. Rep. N. S. 353. Priv. Con.)

SUMMONS BEFORE A MASTER FOR SECURITY FOR COSTS, OR TO REMIT THE CAUSE TO A COUNTY COURT.—By the 30 & 31 Vict. c. 68, s. 1, the superior judges are directed to make general rules empowering the masters of the courts to do any such thing and to transact any such business, and to exercise any such authority and jurisdiction in respect of the same, as by virtue of any statute or custom, or by the rules and practice of the said courts are now done, transacted, or exercised by a judge of the said courts sitting at chambers. And by the General Rules of Michaelmas Term 1867, the judges ordered that the masters should transact all such business, except certain matters therein excepted. By a subsequent Act (30 & 31 Vict. c. 142) it is enacted by sect. 10 that it shall be lawful for anyone against whom any action of tort may be brought in a Superior Court, to make an affidavit that the plaintiff has no visible means of paying the costs of the defendant, should a verdict not be found for the plaintiff, and thereupon a judge of the court shall have power to make an order that unless the plaintiff shall, within a time to be therein mentioned, give full security for the defendant's costs, to the satisfaction of one of the masters, or satisfy the judge that he has a cause of action fit to be prosecuted to the Superior Court, all proceedings in the action shall be stayed, or in the event of the plaintiff being unable or unwilling to give such security, or failing to satisfy the judge as aforesaid, that the cause be remitted for trial before a County Court to be therein named: Held, that the master has jurisdiction, under the before-mentioned rules, to hear such an application: Held also, that the master having refused to make an order, the court will not review his decision: (*Parker* v. *Roberts*, 29 L. T. Rep. N. S. 402. Ex.)

Correspondence.

FINAL EXAMINATION.—Can any of your readers inform me where some practical hints as to the books to be read for this examination and where the method of reading them can be found?—EPSILON BETA—[Apply to the Secretary of the Incorporated Law Society, Chancery-lane, for particulars of the lectures and classes; this will give you some clue, and inquire of someone lately passed. —ED. Sols.' Dept.]

— When a clerk's articles expire in the long vacation, the first time he can offer himself for examination is in Trinity Term. If however he does not do this until Michaelmas, is it the practice of the examiners in such a case to take into consideration the extra time the candidate will have had to prepare himself and thus require more perfect answers than they would have done had he presented himself in Trinity Term.—OMEGA.—[The examiners not being remunerated cannot be expected to and do not deal so precisely with applicants as is suggested by the question The object should be to win honours, not merely to pass.—ED. Sols.' Dept.]

AFFIDAVITS.—Referring to your last week's impression, and to the complaint of the illegible handwriting of copies supplied from the offices of the Masters of the Common Law Courts, there is the additional element of complaint in the fact that 6d. per folio is charged, or 50 per cent. more than what is allowed for copies made by legal practitioners. Can anyone explain this anomaly, which ought to be put an end to?

G. S. AND H. B.

AGENCIES.—The enclosed is so remarkably unique that I beg to send it to your journal. The circular in question was placed under the door of my private house on Saturday night last by the billsticker's man. SUBSCRIBER.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

FARRANT (Sarah), Chertsey, Surrey, spinster, £150 Three per Cent. Annuities. Claimant, said Sarah Farrant.

LANDER (John Drought), Moyclare, King's Co., Esq., HEALY (Rev. Robert), Tyrrel's Pass, Westmeath, and FRAZER (Robert Enraght), Ferbane, King's Co., Esq., £299 3s. Three per Cent Annuities. Claimants, said John Drought Lander, Rev. Robert Healy, and Robert Enraght Frazer.

MIREHOUSE (Agnes), Upper Seymour-street, Portman-square, spinster, £74 6s. Three per Cent Annuities. Claimant, Agnes Fisher, wife of the Rev. Cecil Edward Fisher, formerly Agnes Mirehouse, spinster.

MORSE (Arthur), Swanham, Norfold, brewer, and MORSE (Rev. Herbert), Emsworth, Hants, clerk, £104 12s. 11d. New Three per Cent Annuities. Claimants, Frances Denning, widow, sole executrix of Rev. Stephen Poynts Denning, deceased, who was sole executor of Rev. Herbert Morse, deceased.

SMITH (Chas.), 21, Norfolk-st, Lower-road, Islington, Middlesex, gentleman, £215 12s. 8d. New Three per Cent Annuities. Claimant, said Charles Smith.

WARNER (Rev. Geo. Brydges Lee); DANE (John), Canterbury; and EDGELL (Alexander), Raymond-buildings, Gray's-inn, Middlesex, gentleman; £3088 16s. Reduced Three per Cent. Annuities. Claimant, said Rev. Geo. Brydges Lee Warner, the survivor.

WELLER (Elizabeth Jane), West Wycombe, Bucks, spinster. £33 1s. 3d. Three per Cent. Annuities. Claimant, said Elizabeth Jane Weller.

HEIRS-AT-LAW AND NEXT OF KIN.

MORLEY (Geo.), Guisborough, York, landed proprietor. Next of kin to come in by Dec. 20, at the chambers of V. C. M. Jan 8, at the said chambers, at 12 o'clock, is the time appointed for hearing and adjudicating upon such claims.

APPOINTMENT UNDER THE JOINT-STOCK WINDING-UP ACTS.

CO-OPERATIVE OMNIBUS ASSOCIATION (Limited.)—Creditors to send in by Dec. 1 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any) to J. Cooper, 3, Coleman-street-buildings, London, the official liquidator of the said association. Dec. 15, at the chambers of the M. R., at 11 o'clock, is the time appointed for hearing and adjudicating upon such claims.

ESSEX BREWERY COMPANY (LIMITED).—Creditors to send in by Dec. 12 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors, if any, to A. Thomas, 2, Adelaide-place, London-bridge, London, the official liquidator of the said company. Dec. 19, at the chambers of the M.R., at eleven o'clock, is the time appointed for hearing and adjudicating upon such claims.

LA GAULOISE COMPANY (LIMITED).—Petition for winding-up to be heard Dec. 13, before the M.R.

LICENSED VICTUALLERS' CO-OPERATIVE SUPPLY ASSOCIATION (LIMITED).—Creditors to send in by Dec. 1, their names and addresses and the particulars of their claims, and the names and addresses of their solicitors, if any, to James Boyes, 2, Carey-lane, London, the official liquidator of the said association. Dec. 20, at the chambers of the M. R. at eleven o'clock, is the time appointed for hearing and adjudicating upon such claims.

MALAGA LEAD COMPANY (LIMITED).—Petition for winding-up to be heard Dec. 6, before the M. R.

SATURN SILVER MINING COMPANY OF UTAH (LIMITED).—Petition for winding-up to be heard Dec. 5, before V. C. M.

SKAGER-HOLM ESTATE CO. (Limited).—Creditors to send in by Dec. 30 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors, if any, to L. Tiden, 34, Clement's-lane, London, the liquidator of the said company. Jan. 14, at the chambers of the M.R., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

BILLINGTON (Wm.), Nelson-street, Greenwich, Kent, undertaker. Dec. 15; Wm. Bristow, solicitor, Greenwich. Dec. 22, at twelve o'clock.

BULL (Henry W.), formerly of 12, Wilton-crescent, afterwards of 25, Ely-place, and late of 24, James-street, Buckingham-gate, Middlesex, gentleman. Dec. 6; J. C. Deverell, solicitor, 9, New-square, Lincoln's-inn, Middlesex. Dec. 22; M. R., at twelve o'clock.

CARR (Ralph), 1, Savage-gardens, London, and Walthamstow, Essex, cork merchant. Dec. 6; B. F. French, solicitor, 51, Crutchedfriars, London. Dec. 15; V.C. M., at twelve o'clock.

CLEMENTS (Geo.), Ryde, Isle of Wight, Hampshire, brewer. Dec. 14; Chas. Cole, solicitor, Portsea. Jan. 8; V.C. M., at twelve o'clock.

COMBS (Joanna), 14, Belitha-villas, Barnsbury, Middlesex, spinster. Dec. 12; J. Combs, solicitor, 25, Bucklersbury, London. Dec. 22; V.C. B. at twelve o'clock.

DEACON (Grosvenor), 155, Stanhope-street, Mornington-crescent, Middlesex, gentleman. Dec. 1; E. Pope, solicitor, 12, Gray's-inn-square, Middlesex. Dec. 15; V.C. B. at twelve o'clock.

GOMOS (Mary) formerly of Goodwyns East Cosham, Southampton, late of Granville House, Nelson-street, Ryde, Isle of Wight, widow. Dec. 8; F. Jackson, solicitor, 55, Chancery-lane, Middlesex. Dec. 15; V.C. M., at twelve o'clock.

GRAHAM (Chas. J.), Brighton, Sussex. Dec. 1; Crawley and Arnold, solicitors, 20, Whitehall-place, Middlesex. Dec. 5; V.C. B., at twelve o'clock.

HIGTON (Ellen S.), Southport, Lancaster. Jan. 5; Blagg and Son, solicitors, Cheadle, Stafford. Jan. 15; V.C. M., at twelve o'clock.

HODGSON (Jos.), formerly of 12, Church-row, Limehouse, Middlesex, and late of 4, Tyndale place, Islington, Middlesex, iron merchant. Dec. 22; H. F. Pullen, solicitor, 2, Gresham-buildings, Guildhall, London. Jan. 14; V.C. H., at twelve o'clock.

HOLBROW (Ethelbert), 18, Ledbury-street, Peckham, Surrey, elastic gusset manufacturer. Dec. 8; F. C. Adams, solicitor, 61, Lincoln's-inn-fields, Middlesex. Dec. 20; M. R., at twelve o'clock.

HOLT (Robert), Bury, Lancashire, timber merchant. Dec. 6; Thomas Dodds, solicitor, Bury. Dec. 15; V.C. M., at twelve o'clock.

HORN (John), Middleton-in-Teesdale, Durham, tailor and draper. Dec. 5; Wm. Robinson, solicitor, Darlington. Dec. 15; M. R., at eleven o'clock.

HOYLE (Henry), Little Harwood, near Blackburn, Lancaster, gentleman. Dec. 15; H. J. Robinson, solicitor, Blackburn. Jan. 9; M. R., at twelve o'clock.

HUGHES (Jenny), Netley Cottage, Fawley, Southampton, widow. Dec. 4; J. Thomson, solicitor, 23, Great Winchester-street, London. Dec. 18; M.R., at twelve o'clock.

IRVING (Wm.), Workington, Cumberland, colliery proprietor. Dec. 13; A. Helder, solicitor, Whitehaven. Dec. 22; V.C. M., at twelve o'clock.

PANNELL (Jos.), Liverpool, bookseller and stationer. Dec. 3; Thos. H. Sampson, solicitor, Liverpool. Dec. 23; M.R., at eleven o'clock.

PHILLIPS (John A. P.), 3, Alexander Villas, King Edward-road, Hackney, Middlesex, warehouseman. Dec. 1; Geo. Webb, solicitor, 3, Crosby-square, London. Dec. 12; V.C. B., at twelve o'clock.

RENTALL (Henrietta), 101, Marylebone road, Middlesex, spinster. Dec. 15; Thos. S. Lewis, solicitor, 7, Wilmington-square, Middlesex. Jan. 7; M. R. at eleven o'clock.

RUSSELL (John), Terhill House, Cheltenham, Esq. Dec. 8; Chas. J. C. Prichard, solicitor, Bristol. Dec. 20; M. R. at twelve o'clock.

SAUSSE (Sir Matthew R.), formerly Chief Justice of Bombay, late of 5, Hume-street, Dublin, Ireland. Feb. 14; A. Norris, solicitor, 2, Bedford-row, Middlesex. March 6; M. R., at eleven o'clock.

STACKHOUSE (Thos.), Taitlands, Stainforth, Giggleswick, York, gentleman. Dec. 20; Wm. Hartley, solicitor, Settle. Jan. 13; V.C. M., at twelve o'clock.

TIZARD (John), Weymouth and Melcombe Regis, Dorset, solicitor, and late a partner in the firm of Eldridge, Pope, and Co., Dorchester, brewers. Dec. 17; H. T. George, solicitor, Weymouth. Jan. 12; M. R., at eleven o'clock.

TURNER (Mary), Derwent-hill, Crosthwaite, Cumberland, widow. Jan. 12; V.C. H. at one o'clock.

WESTBURY (Right Hon. Richard, Baron), Westbury, Wilts, and 73, Lancaster-gate, Hyde-park, Middlesex. Jan. 7; Harrison and Co., solicitors, 19, Bedford-row, Holborn, Middlesex, Jan. 21, M. R., at eleven o'clock.

WILDING (John), New Accrington, Lancaster, innkeeper. Dec. 16; H. Bannister, solicitor, Accrington, Dec. 22, V.C. B., at twelve o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last day of Claim, and to whom Particulars to be sent.

ADAMS (Thos.), Nottingham and Lenton Firs, Lenton, Nottingham, Esq. Dec. 31; Watson and Wadsworth, solicitors, 13, Weekday Cross, Nottingham.

ANDREW (Geo.), Ludworth, Derby, of Compstall, Chester, of Manchester and of Leamington, cotton manufacturer, calico printer, collier, and merchant. Jan. 6; Stevenson Lyceett and Co., solicitors, Chancery-place, Manchester.

ASHTON (Jas.), Mimwood, Herts, Esq. Jan. 12; Cunliffe and Leaf, solicitors, 56, Brown-street, Manchester.

ATTON (Wm.), 1, St. Ethelbert-street, Hereford, solicitor. Dec. 23; S. Farmer, solicitor, Hereford.

BAINBRIDGE (John H.), Bishop Auckland, Durham, brewer. Jan. 1; J. Proud, solicitor, 16, Market-place, Bishop Auckland.

BELLMAN (Rayner), Earl Soham, Suffolk, surgeon. Dec. 1; Kerrison and Preston, solicitors, Bank-street, Norwich.

BENSON (Amelia St. George B.), formerly of Gloucester-place, Portman-square, and 34, York-street, Portman-square, and late of 13, Wyndham-place, Bryanstone-square, Middlesex, widow. Dec. 15; Meredithe, Roberts, and Mills, solicitors, 8, New-square, Lincoln's-inn, Middlesex.

BIDWELL (John), formerly of the Foreign Office, then of 91, Onslow-square, Middlesex, late of Danygarth House, Crickhowell, Brecon, Esq. Jan. 1; Newman and Lyon, solicitors, 7, King's Bench-walk, Temple, London.

BINDLEY (Geo.), Coventry, haberdasher. Jan. 14; Twist and Sons, solicitors, 16, Hertford-street, Coventry.

BLISS (Henry), Q.C., 5, Paper-buildings, Temple, and 26, Eccleston-square, Middlesex, Esq. Jan. 24; Young and Co., solicitors, 6, Fredericks-place, Old Jewry, London.

BROWN (Wm. H.), 40, Chrisp-street, Poplar, Middlesex, draper. Dec. 31; Wm. Sturt, solicitor, 14, Ironmonger-lane, London.

BUTLER (Martha), 1, Merton-terrace, Iffley-road, Oxford, spinster. Dec. 18; W. H. Walsh, solicitor, Oxford.

CHRISTIE (Robert M.), late of Bankside, Surrey, civil engineer, but afterwards at the time of his decease of Blanc Pignon, near Boulogne-sur-Mer, France. Dec. 15; Lewis and Watson, solicitors, 89, Gracechurch-street, London.

COWELL (Richard), Cardiff, Glamorgan, merchant. Feb. 1; Ingledew, Ince, and Vachell, solicitors, 124, Bute-street, Cardiff.

CROOK (John), North-street, Bedminster, Bristol, brewer. Jan. 1; Fry, Otter, and Brown, solicitors, Shannon-court, Bristol.

DANIELS (Lydia), Bocking, Essex, widow. Jan. 1; Edward E. Clark, solicitor, Snaith, near Selby, York.

DETTMAR (Harriott), 33, Lansdown-place, Brighton, Sussex, widow. Dec. 8; Humphreys and Morgan, solicitors, Gilt-spur-chambers, Holborn Viaduct, London.

EDGELL (Caroline), 21, Cadogan-place, Chelsea, Middlesex, widow. Nov. 30; J. Edgell, solicitor, 17, Clifford's Inn, Fleet-street, London.

EDWARDS (Richard W.), 40, Harnington-street, Hampstead-road, Middlesex, gentleman. Dec. 2; Whittakers and Woolbert, solicitors, 12, Lincoln's Inn-fields, Middlesex.

ELIN (John), 4, Great Winchester-street-buildings, London, and 7, Kent-terrace, Regent's-park, Middlesex, merchant. Jan. 1; Bischoff and Co., solicitors, 4, Great Winchester-street-buildings, London.

ELLERTON (Richard), Ellerton Lodge, Downholme, York, gentleman. Jan. 1; John Wm. Teale, solicitor, Leyburn.

ELSDEN (Wm.), formerly of 57, Regent-street, Lambeth-walk, and 21, Lambeth-walk, Surrey, late of 60, or 69, Loughborough-road, North Brixton, Surrey, gentleman. Dec. 5; Whitakers and Woolbert, solicitors, 12, Lincoln's-inn-fields, Middlesex.

ELSMERE (Peter), Birmingham, secretary to the Society of Artists. Dec. 15; Webb and Spencer, solicitors, 56, New-street, Birmingham.

FFINCH (Rev. Benjamin S.), The Rectory House, St. Paul, Deptford, Kent, clerk. Dec. 7; Park and W. B. Nelson, solicitors, 11, Essex-street, Strand, London.

FLEWKER (John), formerly of Derby, late of Dawlish, Devon, gentleman. Dec. 6; Pearson and Whidhorne, solicitors, Dawlish, Devon.

FORD (Walter), 159, Gray's-inn-road, Middlesex and Guildford Lodge, Margate, Kent, gas meter manufacturer. Dec. 12; Sharp and Ullithorne, solicitors, 1, Field-court, Gray's-inn, Middlesex.

FOSKETT (Maria M. G.), Ashley House, Southlands-grove, Bickley, Kent, widow. Dec. 31; Shepheard and Sons, solicitors, 32, Finsbury-circus, London.

FOWLES (Ralph), Malpas, Chester, yeoman. Dec. 22; Eyton P. Jones, solicitor, Whitchurch, Salop.

GARDNER (John P.), Kendal, brazier. Dec. 15; C. Gardner Thomson, solicitor, Finkle-street, Kendal, Westmoreland.

GARNIER (The Very Rev. Thos.), D.C.L., The Close, Winchester, clerk, formerly Dean of the Cathedral Church. Dec. 20; F. Bowker, solicitor, 23, St. Peter's-street, Winchester.

GERARD (Josiah), African trader, late of Lagos, Africa, and formerly a lieutenant in H.M. 2nd West Indian Regiment, and police magistrate. April 15, 1874; H. Quinn, solicitor, 2, South John-street, Liverpool, England.

HALE (Wm.), Ropley, Southampton, yeoman. Dec. 24; Blackmore and Son, solicitors, Alresford, Hants.

HANBURY (Sarah), formerly of Merfield, Yorkshire, late of 88, Piccadilly, Westminster. Dec. 31; Woollscott and Leonard, solicitors, 61, Gracechurch-street, London.

HARRISON (Wm.), Leicester, gentleman. Jan. 31; Miles and Co. solicitors, Bank-street, Leicester.

HOGG (Charles), Lansdfield, Cheltenham, Esq. Dec. 17; Ticehurst and Sons, solicitors, Essex-place, Cheltenham.

HOKER (Samuel), Waterhouses, near Ashton-under-Lyne, yeoman. Dec. 18; Rushton and Co., solicitors, 7, Mealhouse-lane, Bolton-le-Moors.

HOLT (Jas.), formerly of Sydney, New South Wales, and late of Lawn House, Upper Tooting, Surrey, Esq. Dec. 8; T. W. Denby, solicitor, 8, Frederick's-place, Old Jewry, London.

HORNE (Margaret) Kendal, Westmoreland, widow. Dec. 15; E. Gardner Thompson, solicitor, Finkle-street, Kendal.

HOYLE (Eliza K.), formerly of 1, Camden-cottages, Denmark-road, Camberwell, Surrey, late of 272, Camberwell-road, Surrey, widow, Jan. 14; C. Mott, solicitor, 15, Paternoster-row, London.

IZARD (William), Brigton, Sussex, gentleman. Dec. 31; W. A. Stuckey, solicitor, 4, Prince's-place, North-street, Brighton.

JOHNSON (William S.), North Shields, gentleman. Jan. 30; Leitch and Dodd, solicitors, Howard-street, North Shields.

JOHNSTON (Alexander), Shanghai, China, Esq. Dec. 20; Nelson and Son, solicitors, 6, Godliman-street, Doctor's Commons, London.

JONES (Hugh), Rumworth, Lancaster, brickmaker. Dec. 18; Rushton, Armitstead and Co., solicitors, 1, Mealhouse-lany, Bolton-le-Moors.

KIRK (John), late of Richmond Lodge, Devon, linen merchant, and lately trading at Belfast, Co. Antrim, and at Keady, Armagh, and in New York, U.S., under the style and firm of William Kirk and Son. March 1; William Miller Kirk, 12, Bedford-street, Belfast.

KISS (William D.), 2, Fen-court, Fenchurch-street, London, and 32, Deacon-street, Walworth, Surrey, gentleman. Dec. 30; J. W. Marsh, solicitor, 2, Fen-court, Fenchurch-street, E.C.

LACY (Bernard G.), late of 32, Hampden-road, Brighton, and formerly of Poole, Dorset. Dec. 23; Thomas C. A. Brine, solicitor, Market-street, Poole, Dorset.

LANDS (Christopher), Running Horses, 1, Austin-road, Battersea, Surrey, carpenter and beershop keeper. Dec. 13; R. Wastell, solicitor, 24, Cecil-street, Strand, Middlesex.

LEESON (Henry), Ship and Rising Sun, High-street, Shadwell, and the Fishmongers' Arms, Holles-street, Clare-market, Middlesex, licensed victualler. Dec. 10; Young, Jones, and Co., solicitors, 2, St. Mildred's-court, Poultry, London.

LEWIS (Lieut.-Col. John), 27, Dorchester-place, Marylebone, Middlesex. Dec. 12; Law, Massey, and Halbert, solicitors, 10, New-square, Lincoln's-inn, Middlesex.

LLOYD (Ann), 67, Brecknock-road, London, spinster. Jan. 1; Henry Rowton, solicitor, 13, Bedford-row, London.

LONG (Wm. H.), Brackley-park, Great Lever, near Bolton, commercial traveller. Dec. 18; Rushton, Armitstead, and Co., solicitors, 1, Mealhouse-lane, Bolton-le-Moors.

MAITLAND (Lady Sarah), The Palace, Hampton Court, Middlesex, widow. Dec. 31; Parkin and Pagden, solicitors, 5, New-square, Lincoln's-inn, Middlesex.

MALLET (Henry), Nottingham and Sherwood Rise, Nottingham, lace manufacturer. Dec. 31; Watson and Wadsworth, solicitors, 13, Weekday Cross, Nottingham.

MEES (Simeon L.), 4, Upper Montague-street, Russell-square, Middlesex (carrying on business at 45, Houndsditch), wholesale clothier. Jan. 1; H. Harris, solicitor, 34A, Moorgate-street, London.

MOON (William), formerly of Liverpool, late of Woolton Hill-house, within Woolton, Lancaster, Esq. Dec. 1; Pears and Co., solicitors, 3, Harrington-street, Liverpool.

MOSES (Samuel), 19, York-terrace, Regent's-park, Middlesex, Esq. Dec. 23; — Montagu, solicitor, 3, Bucklersbury, London, E.C.

NIXON (Jas. C.), Nottingham and Sherwood Rise, Nottingham, ironmonger, Dec. 31; Watson and Wadsworth, solicitors, 13, Weekday Cross, Nottingham.

ORGAN (Richard), Brockworth, Gloucester, timber merchant, innkeeper, and farmer. Dec. 29; Mullings, Ellett, and Co., solicitors, Cirencester.

PARROTT (John), 2, City-terrace, Peterborough, Northampton, city missionary. Dec. 14; J. H. Lydall, solicitor, 12, Southampton-buildings, Chancery-lane, London.

PENNELL (Dr. Richard L.) M.D., Venbridge, Cheriton Bishop, Devon. Dec. 30; Geare and Co., solicitors, Queen-street, Exeter.

PEPPERCORN (Francis), late of Wood-green, Middlesex, gentleman, formerly of West-street, Hereford. Dec. 6; Burdekin and Co., solicitors, Sheffield.

RANSON (John), Manor Farm, Monkskeigh, Suffolk, farmer. Dec. 31; G. C. Sherard, solicitor, 11, Lincoln's-inn-fields, Middlesex.

RAVES (Mary A.), 33, Amwell-street, Clerkenwell, Middlesex, spinster. Jan. 1; J. L. Dale, solicitor, 8, Furnival's-inn, Holborn, Middlesex.

SALE (Rev. Canon), Sheffield, clerk, doctor of divinity, and vicar of Sheffield. Dec. 13; Rodgers and Thomas, solicitors, Bank-street, Sheffield.

SALE (Edward), Honington, Warwickshire, gentleman. Dec. 18; E. V. Nicoll, solicitor, Shipston-on-Stour.

SEMPER (Harriet), 14, Grove-road, St. John's-wood, Middlesex, widow. Dec. 18; Norris and Sons, solicitors, 2, Bedford-row, Middlesex.

SMITH (John B.), formerly of Honiton and Comberaleigh, late of Awliscombe, Devon, solicitor. Jan. 1; Stamp and Son, solicitors, Honiton, Devon.

SOLOMON (Samuel), Pineapple-lodge, Peckham Rye, Surrey, and of Covent-garden, Middlesex, grower of fruit. Dec. 1; W. H. Oliver, solicitor, 64, Lincoln's-inn, London.

SOWERBY (Wm.), Massingham, Lincoln, farmer. Dec. 16; Oldman and Iveson, solicitors, Gainsborough.

SULIVAN (Emily A. F.), 4, Grange-terrace, Brompton, Middlesex, spinster. Jan. 1; J. V. Franklin, solicitor, 2, Tanfield-court, Inner Temple, London.

TOOTAL (Edward), The Weaste, in Pendleton, Lancaster, Esq. Dec. 31; Slater, Heelis, and Co., solicitors, 74, Princes-street, Manchester.

TRAVIS (Dr. Nathaniel A.), M.D., Nice. Feb. 1; E. S. Wilson, solicitor, 6, Whitefriargate, Hull, England.

VICARS (Jas.), 2, Scotland-place, Liverpool, wine and spirit merchant. Dec. 30; Taylor and Son, solicitors, 1, Mawdsley-street, Bolton.

WADE (John), late of 8, Beech Grove-terrace (formerly of 22, Moorland-road), Leeds, gentleman (formerly wool merchant). Dec. 23; Burdekin and Co., solicitors, 41, Norfolk-street, Sheffield.

WARNER (Stephen), North Petherton, Somerset, tailor. Dec. 20; Ruddock and Auber, solicitors, Bridgewater, Somerset.

WHITE (Henry), 53, Great Marlborough-street, Regent-street, Middlesex, tailor. Jan. 1; Crouch and Spencer, solicitors, 8, Gray's-inn-square, London.

WHITNEY (Susan), formerly of Cork, late of 7, Drayton-grove, Old Brompton (now known as 77, Thistle-grove, West Brompton), Middlesex, spinster. Dec. 1; H. Tyrrell, solicitor, 14, Gray's-inn-square, London.

WHITTAKER (John), Strand-lane, Radcliffe, Lancaster, ironmonger. Feb. 1; Greenhalgh and Finney, solicitors, 8, Acres-field, Bolton.

WHITTLE (Geo. S.), lately residing at 31, Brixton-road, Brixton, Surrey, and carrying on business as a wine and spirit merchant, at 20, Miles-lane, London. Dec. 31; G. B. Welsford, solicitor, Weymouth.

WILLIAMS (John), Park-terrace, Regent's-park, Middlesex, fishmonger. Dec. 1; Walker and Co., solicitors, Founders'-hall, St. Swithin's-lane, London.

WINNINGTON (Henry J.), 18, Peterham-terrace, Kensington, Middlesex, Esq. Jan. 1; B. Gardner, solicitor, Bewdley.

REPORTS OF SALES.

Thursday, Nov. 20.

By Messrs. WILKINSON and HORNE.

City of London.—Nos. 1, and 2, Poultry, partly freehold and partly leasehold, was knocked down at the sum of £25,500 to a person in the room who had no means of paying the deposit; the property will in consequence be again offered to public competition at the Mart, on Wednesday, the 3rd of December, at two o'clock.

By Messrs. WINSTANLEY and HORWOOD, at the Mart.

Pimlico.—No. 4, Vauxhall-bridge-rd. term 58 years—sold for £610.

Nos. 6 and 8, same road, term 54 years—sold for £1050.

Bloomsbury.—No. 41, Devonshire-street, freehold—sold for £845.

West Croydon.—St. James's-road, a plot of land—sold for £390.

Shadwell.—No. 93, Anthony-street, and No. 1, Cornwall-street, term 19 years—sold for £205.

No. 93, Anthony-street, and Nos. 3 and 5, Cornwall-street—sold for £150.

Thirty-three houses in Cornwall-street, term 19 years—sold for 1195.

Nos. 205 and 207, Cable-street, same term—sold for £205.

By Messrs. NEWBON and HARDING.

Islington.—Nos. 65, 67, 69, Canonbury-road, and an improved ground rent of £20 per annum, term 45 years—sold for £1130.

Nos. 36, 38, and 40, Spencer-road, same term—sold for £890.

South Hackney.—Nos. 48 and 49, Hedger's-grove, term 80 years—sold for £195.

By Messrs. Toplis and Harding.

City.—No. 22, Paternoster-square, term 35 years—sold for £680.

Friday, Nov. 25.

By Messrs. Norton, Trist, Watney, and Co., at the Mart.

Lower Tooting.—Church-street, freehold residence, known as the "Rookery," and 1a. 3r. 37p.—sold for £1520.

Brentford.—High-street, three plots of building land—sold for £100.

Tuesday, Nov. 22.

By Messrs. Broad, Pritchard, and Wiltshire, at the Mart.

Soho.—No. 27 and 28, St. Ann's-court, freehold—sold for £1210.

By Messrs. Debenham, Tewson, and Farmer.

Whitechapel-road.—Nos. 124 and 125, freehold—sold for £3490.

City.—No. 81, Aldersgate-street freehold—sold for £1020.

MAGISTRATES' LAW.

NOTES OF NEW DECISIONS.

Innkeeper—Licensing Act 1872—Bona Fide Traveller—Onus of Proof.—If a person licensed to sell intoxicating liquors on his premises supplies persons within the hours prohibited by the Licensing Act (35 & 36 Vict. c. 94), s. 24, the onus lies upon him of showing that the persons so supplied are *bonâ fide* travellers. *Quære*, whether the existence of an honest, though mistaken belief on his part that the persons so supplied are *bonâ fide* travellers, is sufficient to exempt him from liability under the Act.

Quarter Sessions—Appeal—Power of Justices to make Rules of Practice—Reasonableness of Rule.—A court of quarter sessions has no power to refuse to allow the entry of an appeal against the refusal of justices to grant a certificate for a licence, on the ground of non-compliance with a rule of the sessions requiring that appeals must be entered and the grounds of appeal given to the clerk of the peace three clear days before the first day of sessions, when all the requirements of 9 Geo. 4, c. 61, s. 27, have been complied with. A court of quarter sessions having refused solely on such a ground to allow an appeal to be entered on the first day of sessions, made an order under 12 & 13 Vict. c. 65, s. 6 for the payment of costs by the appellant to the respondents, as on an appeal which had not been entered or prosecuted. Held, that the order for the payment of costs must be quashed: (*Reg.* v. *Pawlett*, 29 L. T. Rep. N. S. 390. Q.B.)

Larceny—Servant—Bailee.—A traveller was entrusted with pieces of silk (about 95yds. each) to carry about with him for sale to such customers as he might procure. It was his duty to send by the next post after sale the names and addresses of the customers to whom any might have been sold, and the numbers, quantities, and prices of the silk sold. All goods not so accounted for remained in his hands, and were counted by his employers as stock. At the end of each half-year it was his duty to send in an account for the entire six months, and to return the unsold silk. Within six months after four pieces of silk had been delivered to him, the traveller rendered an account of the same, and entered them as sold to two persons, with instructions to his employers to send invoices to the alleged customers. It turned out that this was false, and that he had appropriated the silk to his own use. Held, that he could be properly convicted of larceny as a bailee: (*Reg.* v. *Richmond*, 29 L. T. Rep. N. S. 408. Cr. Cas Res.)

CHESTER CITY POLICE COURT.

Tuesday, Nov. 18.

Gaming in a licensed house—Licensing Act, 1872, *sect.* 17.

Mr. David Foster, the manager of the Grosvenor Hotel, was charged upon an information, laid by Mr. J. L. Fenwick, the chief constable, with having permitted gaming, contrary to the provisions of the 17th section of the Licensing Act.

Cartwright appeared for the defendant.

P.C. 15 (Holland) said—At half-past two on Tuesday morning last I was on duty in Eastgate-street. I was passing the Grosvenor Hotel, when I saw a light in the commercial room, and I heard people talking inside. I looked through the window—the blind was down, but there was a distance of two or three inches between that and the window frame—and I saw Mr. Foster and two other gentlemen, one on each side of him.

Mr. Salisbury.—Were they standing or sitting?

Witness.—Sitting down. Mr. Foster had a hat in his hand, and was shaking it. Presently he turned it upside down upon the table, and there came out of it what I thought to be a halfpenny, a penny, and a two-shilling piece or a half-crown.

The Chairman.—Were they pushed towards the winner?

Witness.—Yes, they were. I stood there a quarter of an hour, during which time the shaking of the hat was continued, and money passed each time, except when they all came heads or tails.

The Magistrates' Clerk.—Could you distinguish between heads and tails?

Witness.—No, but I heard them say it. I saw them look at them, and heard them say, "They are all tails," and then put them into the hat again. There was no money passed then. At twenty-five minutes to three the gentleman on Mr. Foster's right hand pulled a bag out of his right hand trousers pocket, and took out of the bag what I thought was a sovereign, and put it on the table, at the same time saying, "I have another sovereign to lose." A minute or two afterwards one of them said, "What are we going to have to drink?"

This evidence was not shaken.

Cartwright, in addressing the bench on behalf of the defendant, said that it appeared that upon the night in question, Mr. Foster was compelled to be up, awaiting the coming in of the Irish mail, which, as their worships knew, arrived a little after half-past two in the morning. While so waiting, he was no doubt in the commercial room with two customers who had come in rather late. But his explanation of what took place was this. Upon that night, as well as upon the night preceding, Herr Dobler had been giving a performance, and something was said about his trick of taking money from a hat; and so it could be only inferred that what did take place received an interpretation by the witnesses unfavourable to the defendant, resulting in this serious charge, when there really was no gaming whatever. What was done was done in a "larkish" mood, and not for the purposes of gaming. He (*Cartwright*) had not had his attention directed to the section under which the information had been laid, but he assumed it was under a section of the last Licensing Act. [The Magistrates' Clerk: Yes, the 17th section.] Then of course it would be an important consideration for their worships whether the evidence, if they decided to place that construction upon it given by the witnesses, established the fact that there was gaming. The witnesses were outside the house, and he was prepared with evidence to show that, taking it for granted that everything took place which they said they saw, they could not possibly have heard what was said. They were nineteen feet from the party, and separated from them by a thick wall, by the window, curtains, gauze blind, and the rest of the appurtenances, so that it was next to an absolute impossibility to hear the conversation. It necessarily followed, therefore, in describing what took place, that the witnesses rather allowed their minds to come to the conclusion that gaming was going on. In point of fact, this was more like a prosecution instituted upon a theory or basis arrived at by persons who were simply spectators. But in case their worships should consider that the facts were as the witnesses had stated, then he would call their attention to the law. The words in the Act were, if any licensed person "suffers any gaming or any unlawful game to be carried on." Now what was an unlawful game? There was no law which he was aware of, except the Vagrant Act, which dealt with the subject of coins at all. There was an Act which dealt with pitching and tossing, the 31 & 32 Vict., which was an amendment of the 5 & 6 Geo. 4. It was difficult to understand how the former could be made to apply to that case. What did the Act mean by the word gaming? Did it mean all sorts of offences which came under the term gaming in that particular section, or what did it mean? Because they knew full well that there were games which were lawful; they also knew that games might be played, so long as they were not played for money or money's worth. It was no offence for men to play at cards, so long as they did not play for money, or to play at dominoes or backgammon, so long as it was not for money. The learned gentleman then quoted the words of the Vagrant Amendment Act 1868, which made pitching and tossing in a public place an offence, and having cited a case as to what was meant by a public place, and also the late Lord Campbell's definition of gaming, which included the staking of money, he said it was clear from that it was necessary to show that money was staked.

Mr. Salisbury.—So far as I am concerned, and I am sure my friends will go with me, I don't want to stop you in any argument, but don't you think you should confine yourself to this 17th section?

Cartwright.—I have been trying to make out that there is no gaming according to law.

Mr. Salisbury.—But the offence is against this Act, that he has permitted an unlawful game or gaming.

Cartwright said he had been arguing upon the assumption that there had been no gaming; and there was no law, so far as he could make out, which declared what took place to be gaming, as the only Act of Parliament he could find which bore upon the user of coin was the 31 & 32 Vict., and he asked how far that was recognized by the last Licensing Act? He argued that what took place was analogous to pitching and tossing in a private room, which, if there were no stakes, was no offence whatever, and said he did not see how the case could be proved when the 17th section mentioned the word gaming, and they had to go back to other statutes to explain that word. As to the facts, he believed he should be able to dispose entirely of the idea that there was any gambling, to show that it was impossible for any one outside to distinguish between different coins, or to hear what was said.

Evidence was then called.

The Magistrates retired, but were only absent two minutes. On their return, the Chairman (Major French) said—We are very sorry to think that the conductor of so respectable an hotel should have forgotten himself and lent himself to an indiscretion which I don't think he would have done if he had considered the thing. He has been exceedingly well defended, but the preponderance of evidence is against him, so strongly, that there cannot be a doubt in our minds that gambling was going on in that room contrary to the Act that governs licensed houses, and therefore we sentence the defendant to pay a fine of £10, and in default of payment of the penalty and costs, there will be imprisonment, which there is no occasion to dwell upon, but, for the sake of form, we will say one month. We are not inclined to say anything further, because we think the defendant committed an act of indiscretion contrary to the wishes of the directors of that hotel, whose servant he is.

Mr. Salisbury.—You will understand from what the Chairman says that we do not intend to endorse the license, because that would be unjust to the proprietors, who have suffered quite enough from what he has done.

HAMMERSMITH POLICE COURT.

Friday, Nov. 21.

(Before Mr. Bridge.)

The Gas Light and Coke Company *v.* O'Brien.

Gas rates—City of London Gas Act 1868—*Rise in price—Notice to consumer—Award of commissioners.*

In this case, a report of the first hearing of which appeared in the Law Times of Nov. 15,

Besley (instructed by *Curtis* and *Bedford*, solicitors to the Gas Light and Coke Company) appeared and said that he was prepared to prove that a contract had been entered into by the defendant with the Western Gas Light Company, which company was amalgamated after the date of the contract with the complainant company, who thereupon became entitled to enforce all contracts entered into with the Western. The contract of the defendant was to pay 5s. per 1000, or other gas rate for the time being. The rates were varied from time to time, and on the 7th April 1873, the defendant ceased to consume the gas at the house in respect of which this charge was made. On the 17th the commissioners appointed to revise the price appointed by the Board of Trade, made an award fixing the maximum price at 6s. 3d. By a notice served on all consumers, on Dec. 16, 1872, notice was given that the price would be 5s. 5d., or such other price as might be fixed by the Board of Trade. In March 1873 a meter index card was left with the defendant on which the gas rate was stated to be 5s. 6d. per 1000. By the City of London Gas Act 1868 the award of the commissioners fixing the price is to take effect as on and from the 1st Jan. of the year of revision (s. 66). He submitted that the facts being proved the gas rate for the time being, which the defendant was liable to pay pursuant to his contract, was that which was fixed by the commissioners, namely, 6s. 3d.

Mr. Bridge remarked that what the commissioners had power to fix was the maximum price. It did not follow that that would be the charge to consumers.

F. O. Crump (instructed by *Bartholomew*) said that was his point, and the defendant's contract having terminated on the 7th April he could not be affected by an award of the commissioners made on the 17th. The commissioners having power only to fix the maximum price it was necessary that the company should prove that by some resolution it authorised the charge of 6s. 3d. upon the consumer. No evidence of any resolution had been adduced. If this were an action for calls it could not be sustained without proof of the resolution authorising the call.

Mr. Bridge said he should adjourn again to give the company an opportunity of supplying this evidence. It was clearly necessary.

The point, however, was waived for the time being, in order to test the merits, and

Crump proceeded to argue that the notice of the 16th Dec. was insufficient. The intention of the Legislature that public notice should be given of a rise or reduction by advertisement in a local newspaper or the *Gazette* was plain from sect. 40 of the Metropolis Gas Act of 1860, and sect. 55 of the City of London Gas Act of 1868, the former providing for notice by advertisement on a rise of

price, and the latter for notice in the *Gazette* in the case of reduction by consent. The proper course for the company to pursue was to give notice in January that they would charge from that date the maximum price which should be fixed by the commissioners. The meter card fixed the rate at 5s. 6d. and the defendant could not be affected by an *ex post facto* award.

Mr. BRIDGE said that the notice of Dec. 16 had been left at the defendant's house, as it had been left at others, and he should hold it to be a good notice. He thought the meaning of the Act of Parliament was, that although the commissioners did not make their award until long after January, the power of the company under the award was to take effect as from the 1st January in each year. If there were no application for revision the price was fixed at that at which it stood in 1870 (s. 57). The commissioners are to fix the maximum. The company in this case gave notice that they would charge 5s. 5d., or such other price as might be fixed by the Board of Trade. This notice was not precisely accurate, but he did not think notices of this nature should be required to be as precise as in other cases. The question was, whether they gave sufficient notice to the consumer. Mr. Crump's argument might be very good to show that the legislation ought to be amended, but, being as it was, he thought he ought to order payment of the amount.

Crump applied for a case, which was at once granted.

MARITIME LAW.

NOTES OF NEW DECISIONS.

PRACTICE—COLLISION—CROSS CAUSE—SECURITY—FOREIGN PARTIES.—Where a cause of damage is instituted in the High Court of Admiralty against a ship, in respect of a collision in which the ship of the plaintiffs is totally lost, and the defendants institute a cross cause *in personam* against the plaintiffs in respect of the same collision, both parties being foreigners resident abroad, and the plaintiffs decline to give security to answer judgment in the cross cause, or to enter an appearance, the court will apply the provisions of the Admiralty Court Act 1861 (24 Vict. c. 10, s. 34), and will order proceedings to be stayed in the principal cause until security is given in the cross cause: (*The Charkieh*, 29 L. T. Rep. N.S. 404. Adm.)

SALVAGE—ATTEMPT TO ASSIST IN REMOVING SALVAGE BY OTHERS—RIGHT TO REWARD.—Where a vessel makes a signal of distress, and another goes out with the *bona fide* intention of assisting that distress, and as far as she can does so, but some accident occurs which prevents her services being as effectual as she intended them to be, and no blame attaches to her, the Court of Admiralty will not allow her to go entirely unrewarded, but for the interests of commerce and navigation, and as an encouragement to perform salvage services will give some reward. *Semble*, if the property is salved by other means: (*The Melpomene*, 29 L. T. Rep. N. S. 405. Adm.)

MASTER'S WAGES AND DISBURSEMENTS—MASTER ALSO CO-OWNER—RIGHT OF CO-OWNERS TO SET-OFF SHIP'S EXPENSES.—In a suit for wages and disbursements by a master, who is also co-owner, the other co-owners may, under the Merchant Shipping Act 1854 (17 & 18 Vict. c. 104), s. 191, set up a counter claim or set-off in respect of outstanding co-ownership accounts, and claim that the balance (if any) be paid to them. To a petition claiming master's wages and disbursements, and praying a reference of any accounts arising in respect thereto to the registrar and merchants, an answer alleging the master to be also co-owner, and that accounts are outstanding between the plaintiff and the defendants, as co-owners, showing a balance on all accounts in favour of the defendants, and praying a reference to the registrar and merchants of all master's and co-ownership accounts, will be allowed by the High Court of Admiralty: (*The City of Mobile*, 29 L. T. Rep. N. S. 406. Adm.).

COMPANY LAW

NOTES OF NEW DECISIONS.

CAPACITY OF TRADING CORPORATION TO ACQUIRE LAND.—In an action on a warranty of title brought by the appellants, as vendees of mining property in Lower Canada, against the respondents as the representatives of the vendor of the appellants' vendor: Held (affirming the judgment of the Court of Queen's Bench, Lower Canada), that the appellants, as a trading corporation, were incapable by the law of the colony of acquiring lands without the licence of the Crown, which it was not alleged that the appellants had obtained; and therefore that the sale having been invalid, the right to sue on the warranty did not arise. Held, further, that it was for the appellants to allege the licence of the Crown, and that such licence was not, on demurrer to the declaration, to be assumed until the contrary was averred by plea: (*Chaudière Gold Mining Company* v. *Desbarats*, 29 L. T. Rep. N. S. 377. Priv. Co.)

NEGLIGENCE — RAILWAY — INVITATION TO ALIGHT AT A STATION—EVIDENCE FOR JURY.—Plaintiff was travelling on defendants' line; at the station to which she was going, and which she knew well, the train went beyond the platform; the plaintiff saw that this was so, but having heard the name of the station called by the porters, and her compartment being close to the end of the platform, she put her foot on the step in order to get out; at that moment the train was backed, plaintiff was jerked on to the ground, and received injury. The door had been opened by another passenger, and plaintiff heard no warning that the train was about to move back. Held that these facts did not amount to evidence of negligence on the defendants' part to go to a jury: (*Lewis* v. *London, Chatham, and Dover Railway*, 28 L. T. Rep. N. S. 397. Q.B.)

WINDING-UP — CONTRIBUTORY — AMALGAMATION—ALLOTMENT—DELAY IN REPUDIATION—ACQUIESCENCE.—By the terms of an agreement for amalgamation entered into between the P. Company, which was a limited company, and the U. Company, which was an unlimited company, the P. Company was to be wound-up voluntarily, and its members were to be entitled for every fully paid-up £5 share held by them in the P. Company to five shares of £1 each, fully paid up, in the U. Company. W., who had been a director of the P. Company, and a holder of twenty fully paid-up shares in it, applied, in July, for 100 fully paid-up shares in the U. Company "in accordance with the terms of the agreement for amalgamation," but an order having been made to wind-up the P. Company compulsorily before his application reached the U. Company, W. requested the chairman of a committee of shareholders of the P. Company, to whom he had sent his application not to forward it to the U. Company until the compulsory winding-up had been stayed and all impediments in the way of the amalgamation removed. The compulsory order having been stayed and the winding-up continued under supervision, W's application was sent into the U. Company, and on the 7th Aug. a letter was sent to him stating that the 100 shares had been allotted to him and his name entered on the register, and that the amount to be credited on the shares would be "the proportionate amount of the net assets of the P. Company." W., being absent from home on a yachting cruise, did not receive this letter till the end of August. On his return to London, early in October, he repudiated the shares, and was told by the chairman of the U. Company that his name was not on the register. In the following month an order was made to wind-up the U. Company, and W.'s name was found to be on the register in respect of the 100 shares. The deed carrying out the agreement for amalgamation was engrossed in duplicate, and one part was executed by each company. The part executed by the U. Company differed materially from that executed by the P. Company: Held, that there was no binding agreement for amalgamation between the two companies, and that W.'s delay in repudiating the shares allotted to him not in accordance with the terms of his application, did not amount to acquiescence, and that his name must be removed from the list of contributories of the U. Company. Decision of Bacon, V.C., reversed: (*Wynne's Case*, 29 L. T. Rep. N. S. 381. L.JJ.)

EUROPEAN ASSURANCE ARBITRATION.

Wednesday, Nov. 26.

(Before Lord ROMILLY.)

MUSHET'S CASE.

Company solvent—Transfer—Subsequent winding-up—Misrepresentation—Contributory.

THE facts of the case were these. In Sept. 1869, a petition was presented to the Court of Chancery to wind-up the European Assurance Society, but it was unsuccessful. Mr. Mushet, who held 1400 shares in the society, thought it advisable to make inquiries into the real condition of the society, and he was ultimately advised by Mr. Bell, a stockbroker of Edinburgh, to part with his shares, and even to pay a small sum in order to be relieved of them. He accordingly authorised Mr. Bell to dispose of the shares. Mr. Bell then went to Mr. Robert Stewart, another Edinburgh stockbroker, who undertook to find a purchaser on condition of 6d. per share, or £35, being paid to the purchaser. Mr. Steward supplied the name of the purchaser as "George Taylor, engineer, Coltbridge, Edinburgh." A transfer to him was executed and sent to the society on the 1st Nov. 1869. Objections to this transfer were raised by the directors on the ground that proper notice had not been given according to the regulations of the society, and that a call which was due had not been paid. The call was subsequently paid, and on the 21st of March, 1870, a formal notice of the wish to transfer the shares to "George Taylor, engineer," was sent to the society. On the 7th April, 1870, a transfer was executed, whereby Mr. Mushet transferred the shares to Mr. Taylor, and Mr. Taylor accepted them in consideration of £35 paid to him by the transferor. After some delay and objections the transfer was registered and Taylor's name placed on the register of shareholders. It appears that Taylor was the son of the laundress of Mr. Stewart's business chambers, and, instead of being an engineer, was a stoker on a railway with wages of 27s. a week, and was wholly unable to meet the liability on the shares. Taylor was never paid the sum of £35.; he was merely promised £1 by Stewart, but he never received it. In the winding-up of the society the official liquidators impeached the validity of the transfer, and applied to have Mr. Mushet's name placed on the list of contributories.

Napier Higgins, Q.C. (with him *Montague Cookson*), in the argument for the official liquidators, relied on the decision of Lord Westbury in *Walton Williams case* (L. T. European Rep., p. 125), and contended that full information as to the proposed transferee had not been given to the society by the transferor, and that the misrepresentations made to the society were sufficient to invalidate the transfer.

Cotton, Q.C. (with him *Kekewich*), for Mr. Mushet contended that the shares had been disposed of the ordinary way on the Stock Exchange, and that if there had been any misrepresentation, it had been made by Mr. Stewart, who was not Mr. Mushet's agent.

Lord ROMILLY, after stating the facts of the case, proceeded.—Without meaning to assert that, when a company is failing, one of the shareholders may not get rid of his shares by disposing of them to a pauper, and thereby throw his portion of the debts upon the other shareholders (though I consider that this proposition was not laid down by the Lords Justices in any case, and it was strongly dissented from by Lord Campbell), still I am of opinion that if such a transfer of shares can ever be supported, it is incumbent on the transferor to supply the company with all the materials and means in his power to enable them to form a just and accurate conclusion as to the fitness of the transferee to be supplied in the place of the transferrer. Unless this is done, it appears to me that the transferor is conniving at a fraud against the society, and cannot gain any advantage from the transaction in which he is so implicated. These conditions, which I consider necessary, do not seem to have been fulfilled by Mr. Mushet. He knew that Mr. Stewart was a person regularly employed for getting rid of unsafe shares. Without saying that Stewart was technically the agent of Mr. Mushet, there are many circumstances which show that he was much more cognisant of Mr. Stewart's proceedings and of the situation of George Taylor (all of which he ought to have communicated to the society) than he thought fit to make known to them. The conduct of Stewart is open to the gravest suspicion; he acts as no broker would have acted on any Stock Exchange who regarded his own character; he agrees to take the shares for £35, to be paid to his client; he seeks for a client in the son of his housekeeper, to whom nothing appears to be said about the £35—at all events, who never gets that sum, which is disposed of by Mr. Stewart's direction—leaving the directors to suppose that it was a transaction *bonâ fide* with the person who wanted to speculate on the probable rise of the shares. If they had been acquainted with the whole transaction it would have been a clear breach of duty on the part of the directors, of which no person cognisant could have allowed any one to have taken advantage without gross misconduct to the shareholders, for whom they were trustees. I doubt whether Mr. Mushet himself considered the transaction a *bonâ fide* one—nay, it appears that Mr. Mushet himself, in February, 1870, was trying to sell the same shares to a fresh transferee. I am confirmed in the view I take of this case by observing what Lord Westbury did respecting it in June last, and nothing that has since been done appears to me to affect the then position of the parties. It appears to me that Mr. Stewart, for £35, got George Taylor to accept the shares, giving him nothing; that he was a mere catspaw to enable Stewart to carry on the transaction for his own benefit, intending George Taylor to take nothing; and I think that Mr. Mushet, both by his agents and by himself, was aware of the nature of the transaction, or was so bound by the inquiry that he was bound to make that the transfer of shares made by Mushet to George Taylor does not exonerate Mr. Mushet or relieve him from the liability that he incurred by taking the shares. I am of opinion, therefore, that Mr. Mushet must be restored to the list of shareholders.

D'OUSELEY'S CASE.

Husband and wife—Purchase of shares by wife—Liability of husband—Concurrence of husband.

THIS case raised the question of a husband's liability on shares purchased by his wife.

In 1867 Mrs. d'Ouseley became entitled, under the will of an aunt, to a legacy of £1000. Her husband consented to her receiving the money and employing it as she thought fit. She accordingly invested some of it (£326 5s.) in the purchase of 800 shares in the European Assurance Society. The shares were procured for her by a local agent of the society, who was well aware that she was a married woman. The dividends were paid to her, and her husband never dealt with the shares at all. In the winding up of the society he was placed on the list of contributories in respect of the shares, and his application was to have his name removed.

Everitt, for Mr. d'Ouseley, contended that the shares were treated as the wife's separate estate, and that Mr. d'Ouseley was under no liability in respect of them.

Lord ROMILLY grieved to say that in his opinion there was no doubt as to Mr. d'Ouseley's liability. The legacy of £1000 was in law his property; he could give a discharge for it, and his allowing his wife to invest the money did not prevent his being liable in the same manner as if any other agent had invested it for him. His Lordship thought the case a very hard one, and, in consequence of its being so he had delayed it, hoping he might find some mode of rescuing Mr. d'Ouseley from a difficulty into which his wife's dealing with the money by his consent, and with his concurrence, had placed him. However, that could not be done, and Mr. d'Ouseley must remain on the list of contributories; but the case was so hard that no order would be made against him for costs.

Napper Higgins, Q.C., and *Montague Cookson* were for the official liquidators.

The sitting was then adjourned to Wednesday next.

COUNTY COURTS.

COURT OF QUEEN'S BENCH.

Tuesday, Nov. 25.

(Before LUSH and ARCHIBALD, JJ.)

FLOWER *v.* PURKISS.

Admiralty jurisdiction—Barge—Costs.

THE point was raised in this case as to how far the Admiralty jurisdiction of the County Courts extends. It arose upon a question of costs, a rule *nisi* having been obtained by the defendant calling upon the plaintiff to show cause why he should not be deprived of his costs, which had been allowed him on taxation, on the ground that the action in which they were incurred had been improperly brought in the Court of Queen's Bench, within the meaning of the Statute 31 & 32 Vict. c. 7, s. 9, which provides that "where a plaintiff brings an action in the superior court, which might have been brought in the County Court, he shall not recover his costs."

The action was brought to recover the cost of damage done to the plaintiff's ship by a barge of the defendant's in the river Thames, the collision occurring within the body of a county.

Phillimore, in showing cause against the rule, argued that the County Court had no jurisdiction over a barge, because it was not a ship over which the Court of Admiralty had jurisdiction within the meaning of the Act, which, therefore, could not be conferred upon the County Courts.

R. E. Webster, in support of the rule, contended that the Court of Admiralty had jurisdiction over the barge, and cited cases in support of this proposition, which jurisdiction was, he said, conferred upon the County Courts by the 31 & 32 Vict. c. 10, which gives these courts, in certain cases, some of the powers of the Court of Admiralty. Mr. Webster went on to show from this that it was clear that the action might have been brought in the County Court, and that the plaintiff was wrong in having brought it in the Court of Queen's Bench, and submitted that in consequence the rule ought to be made absolute.

THE COURT (Lush and Archibald, JJ.), gave judgment, confirming Mr. Webster's view of the effect of the cases and statutes, and made the rule absolute.

READING COUNTY COURT.

Wednesday, Nov. 19.

(Before H. J. STONOR, Esq., Judge.)

FORSYTH *v.* THE GREAT-WESTERN RAILWAY COMPANY.

Application for new trial.

THIS case was decided against the company at the last court. The plaintiff is a Queen's counsel, living at Mortimer. It will be remembered that on the 28th Aug. the plaintiff was travelling from Weymouth to Mortimer. He had a return ticket to Reading. The train started at 12.30, and was timed to reach Reading at 5.35, and the train starting for Mortimer left at six o'clock. There were delays at Trowbridge and Didcot, and the consequence was that the train did not reach Reading till 5.57, and it was kept outside the station for five minutes. Plaintiff told the servants of the company he wanted to catch the Mortimer train, yet it was allowed to start before he could reach it. There was no other train for an hour and a quarter, and he took a conveyance and sued the company for the cost of it—10s. The defendants offered no evidence, and there was a verdict for the plaintiff, with liberty to defendants to appeal. Application for a new trial was now made. The grounds of such application were as follows: First, the wrongful reception of verbal evidence to contradict, or in opposition to, the written terms of the contract between the parties; secondly, no evidence was adduced by plaintiff at the trial in support of the real cause of action as set out in the summons; thirdly, that the verdict was against the weight of evidence adduced by the plaintiff.

Digby, barrister (instructed by *Gledhill*) now appeared on behalf of the company in support of the application for a new trial. *Forsyth* appeared in person to oppose the application. *Blandy* again acted as solicitor in the matter for Mr. Forsyth.

Forsyth took the preliminary objection that the company had no *locus standi*, as there was an appeal pending at the present time, and an appeal supposed that a certain effect is not to be given to a subsisting judgment. The existence of a judgment or verdict could not be affirmed, and at the same time a new trial be applied for. That had been decided several times. He would refer to one or two cases.

His HONOUR said he would not trouble Mr. Forsyth further. The grounds on which a new trial was asked were all grounds of appeal not grounds for a new trial, and the defendants had had leave to appeal.

Digby said the company had served their notice of appeal.

His HONOUR observed that the case ought to be then in court ready for signing or settling by him.

Digby said that under some misapprehension the solicitors to the company had not delivered the grounds of appeal, thinking that Mr. Blandy the solicitor for the plaintiff, would accept the grounds of appeal afterwards. That was frequently done, and might have been done in that case. He was willing to go on with the appeal if Mr. Forsyth would accept the grounds of appeal now.

Forsyth.—Certainly not. I intend taking objections if the appeal goes on.

His HONOUR.—I cannot disturb the verdict. The Great Western Railway Company were very wrong in not defending the case upon its merits, and afterwards they should have given notice of the grounds of the appeal in due time and presented their case at this court.

Digby said there could be no appeal now, as the grounds of appeal were not given in due time, and, therefore, he moved for a new trial.

His HONOUR said that if the plaintiff consented he would enlarge the time for appeal, but he would not give a new trial even if the plaintiff consented, as the defendants ought to have defended the case on its merits at the hearing.

Forsyth would not consent to an enlargement of time for appeal, and the application for a new trial was dismissed with costs, the effect of which is that the verdict for the plaintiff will stand.

BANKRUPTCY LAW.

COURT OF BANKRUPTCY.

Wednesday, Nov. 26.

(Before Mr. Registrar MURRAY, sitting as Chief Judge.)

Re COOK AND COOK.

"Family" assignments—Advance—Fraud—Costs.

THIS was a motion by the trustee in this liquidation against one Aaron Cook, the father, and Robert Cook, the brother of the debtors, seeking to invalidate a deed of assignment executed by the debtors a short time previously to their liquidation as being fraudulent and void.

Finlay Knight appeared for the trustee.

Colt for the respondents.

The debtors, William and John Cook, trading at Reading under the style of W. and J. Cook, as wholesale and retail tea dealers and provision merchants, filed their petition for liquidation on the 10th May 1873. The deed which the trustee sought to impeach was dated the 15th April 1873, and was made between the debtors of the one part, and Aaron Cook and Robert Cook of the other part, and was, in fact, an assignment by the debtors of the whole of their property with the exception of a small amount of furniture, which was afterwards sold for £30. The property comprised in the deed included the lease, goodwill, fixtures, stock, and book debts of the debtors, amounting in the whole to £683 10s., the consideration money being made up partly of a sum of £500 and interest then due from the debtors to A. and R. Cook amounting to £560, and partly of a sum of £123 paid by them in cash to the debtors at the time of the execution of the assignment. The grounds upon which the trustee rested his case were that the execution of the deed was an act of bankruptcy as a fraudulent transfer, and that it was void as a fraudulent preference.

His HONOUR, in giving judgment, reviewed the facts of the case, and said there was direct evidence that the sum of £500 was advanced on the faith of a *bona fide* contract made between the parties to execute the deed, and no extrinsic circumstances were disclosed tending to show fraud in fact as against the general creditors, and no ground existed for avoiding the transfer as an act of bankruptcy.

Upon the question of costs,

Mr. Registrar MURRAY said this court should be very slow to encourage what he might term pocket agreements. Creditors—members of the family in this case—chose to advance money on the promise, be it in writing or be it not, that a bill of sale should be given, and they kept that agreement in their pocket which they might easily register, and on the eve of insolvency they gave a notice which resulted in a conveyance by the debtor of all his property to those particular creditors. He declined to allow costs against the trustee.

LIVERPOOL BANKRUPTCY COURT.

Saturday, Nov. 21.

(Before J. F. COLLIER, Esq., Judge.)

Re J. KEYWORTH.

Bankruptcy Act 1869, *sect.* 12—*What constitutes a secured creditor?*

Held, that a sum paid into court by defendant to abide event of action does not constitute plaintiff a secured creditor in case the defendant becomes bankrupt before action determined.

Murray *v.* Arnold (7 *L. T. Rep. N. S.* 385; *and* Culverhouse *v.* Wickens (*L. Rep.* 3 *C. P.* 295; 17 *L. T. Rep. N. S.* 468), *distinguished.*

THIS was a motion on behalf of Mr. Banner, the trustee of the property of the liquidating debtor, an agricultural implement maker in Liverpool, for an order that a sum of £880 be declared part of the estate divisible amongst the creditors. The circumstances of the case were these:—In July last an action was brought against Keyworth on a bill of exchange for £1200 drawn by one Lacy, whose affairs are now in liquidation, upon and accepted by Keyworth, and by the drawer, endorsed to Messrs. Griffiths, Tate, and Co., the plaintiffs in the action. On the 22nd July order was made giving leave to Keyworth to appear on payment into court of £880 to abide the event of the action. That sum was paid in accordance with the terms of the order, and on the 29th July further order was made for a compulsory reference. On the 2nd Sept. Keyworth filed his petition for liquidation, and shortly afterwards Mr. Banner was chosen trustee. The present motion was two-fold, viz., to restrain the action and to obtain possession of the £880.

Martin appeared for Mr. Banner, and

Potter, instructed by *Duncan*, *Hill*, and *Parkinson*, for the plaintiffs in the action.

Martin argued that under the present Bankruptcy Act the Court of Bankruptcy had exclusive jurisdiction to decide all questions arising in any bankruptcy. Here the question pending was whether the plaintiff in the action was a creditor or not. The functions of the trustee now were far more extensive than those possessed by the former assignees in bankruptcy. It was his duty now to receive and decide upon all proofs of debt, and for such purpose to administer oaths, and from his decision there was an appeal to the court. In the present case all that the plaintiff in the action need do was to substantiate his claim before the trustee, and that being so there could be no object in further prosecuting the action, as even if the plaintiff obtained a verdict the trustee was not bound to admit the claim. By rule 289 every creditor in respect of a proveable debt shall, in the event of a liquidation by arrangement being resolved upon, be absolutely restrained from commencing or prosecuting any action against the debtor or his property, and he submitted here as this debt was proveable he was entitled to a restraining order. Assuming the restraining order were granted, the money paid into court to abide the event of the action became returnable, as the "event" or "result" of the action was that it had been stayed by a court of competent jurisdiction.

Potter, in reply, relied upon the case of *Murray* v. *Arnold* (*sup.*) and several others since decided under the 184th section of the Act of 1849, where it was held that money deposited as security to abide the eventual determination of the action created a lien in favour of the plaintiff, and his rights were not affected by the subsequent bankruptcy of the defendant. By the proviso in the 12th section of the present Act, a creditor holding security, as he submitted his clients held, were expressly authorised to deal with their security as though there had not been any bankruptcy.

His HONOUR gave judgment as follows:—I think this case is distinguishable from *Murray* v. *Arnold* (3 B. & S. 287; 7 L. T. Rep. N. S. 385) and *Culverhouse* v. *Wickens* (17 L. T. Rep. N. S. 468; L. Rep. 3 C. P. 295). The judgment in both those cases are based upon the hypothesis that the payment into court is payment to the plaintiff, and in the judgment of Willes, J., in the latter case, it is recognised that if the creditor could not make out his claim, the payments could only be treated as conditional. In the present case the payment into court cannot, I think, be regarded as payment to the plaintiff; it is, in reality, only of the nature of security to the plaintiff that his rights, whatever they may turn out to be, shall not be prejudiced. But, however that may be, I think it my duty to restrain further proceedings in this arbitration. It is discretionary whether I should do so or not, no doubt, but it appears to me that it is an essential part of the policy of the Bankruptcy Act of 1869 that all the creditors should be placed upon an equal footing; but, by so doing, I shall introduce an entirely new element into the case. Directly the proceedings have been restrained the end and object of the payment into court ceases, there is no claim that the creditor can make out, and, according to the judgment of Willes, J., in *Culverhouse* v. *Wickens*, under such circumstances the payment into court would be, as he expresses it, "discharged." If that is so it can be the property of no other person than the defendant in the suit, and under his liquidation passes to the trustee. I shall therefore order the fund in court to be paid to the trustee. The costs of this application to be paid out of the fund.

Notice of appeal was given and £20 named as the amount of deposit.

Ex parte BOLLAND; *re* RAHN AND CO.

Bankruptcy Act 1869—*Sect.* 6.

Bill of sale executed by one partner in a firm of all partnership assets held to be invalid. Is a bill of sale given to secure a possible risk valid? Held on the authority of Ex parte Foxley (18 *L. T. Rep. N. S.* 862) *to be a sufficient equivalent.*

THIS was a motion on behalf of Mr. Bolland, the trustee of the property of the liquidating debtors, who were commission and cigar merchants, having five retail cigar shops in different parts of Liverpool, for an order of the court to declare that a bill of sale executed immediately prior to the liquidation by one of the debtors (Rahn) of all the partnership assets in favour of Mr. Whitfield, as security for a past debt, was void, and an act of bankruptcy. The further question was as to the validity of a transfer of wine and matches which were alleged to be a fraudulent preference.

Walton, instructed by *Miller*, *Peel*, and *Hughes*, appeared for the trustee in the liquidation, and

Etty for Mr. Whitfield.

The facts stated shortly were these:—In the month of March last, Rahn, who was a partner in the firm of Rahn and Eaton, was requested by Mr. E. C. Whitfield to give him security, in accordance with an alleged previous promise, for the payment of a sum of £400 borrowed by Rahn through Mr. Whitfield, and for the repayment of which the latter was security. Rahn accordingly executed a bill of sale over all his effects to Mr. Whitfield, who immediately afterwards took possession of the property. The firm thereby being divested of everything, filed their petition for liquidation, and a motion was made by their trustee to set aside the bill of sale.

His HONOUR, in giving judgment, said: With respect to the facts of this case, I may premise that I regard Mr. Whitfield's version as substantially the true one. It is difficult to imagine anything more misleading than the affidavit of the debtor. It is also evident that he concealed from Whitfield the fact that Eaton was his partner, and there is such strong intrinsic evidence of untruthfulness about his testimony that I do not think him worthy of credit. It is admitted that at the time of the execution of the bill of sale by Rahn alone there was a partnership between Rahn and Eaton, and that the property assigned was partnership property. On the authority of the cases of *Harrison* v. *Jackson* (7 T. R. 207) and *Steiglitz* v. *Egginton* (Holt, 141) I am compelled to come to the conclusion that the bill of sale was void, as being a deed purporting to assign the partnership property, but executed by one partner only. Rahn had no implied authority so to bind his co-partner; he could only have been authorised so to do either by deed or by signing the partnership name in the presence of the co-partner. It was argued that there being a symbolical delivery of a chair in the name of the whole property at the time of the execution, that amounted to a delivery, and that such delivery was good, independent, and apart from the deed, and bound the partnership. But the symbolical delivery is provided for in the deed, and I do not think it can be considered as a delivery separate or apart from the deed. Where there is a deed, everything that is done must be considered as done under it, and the fact that the bill of sale was afterwards registered is some evidence that it, and not the delivery, was relied on. The property comprised in the bill of sale or its equivalent, will, therefore, have to be restored, and will pass to the trustee. With respect to the delivery orders for the matches and wine, the same rule would not apply. Rahn had implied power to pledge the personal property of the firm for advances. It remains to be considered whether the transfer was or was not a fraudulent one within the policy of the bankruptcy laws. I do not think that it was a voluntary transfer; indeed the only reasonable explanation of the transaction is that it was done on pressure of a severe kind from Whitfield, for I disregard the promised advance of £300. I do not think it was done with any intent to delay or defraud the other creditors, or from any preference for Whitfield; all the facts negative such a supposition. On the subject of the proportion which the matches and wine bore to the remainder of the debtor's property, I have no trustworthy evidence. I may observe that this point of the case was scarcely touched upon in the argument; and I may conclude that it was not considered of any great importance. The inference I draw from all the circumstances of the case is, that this property did not bear any such relative proportion to the stock in trade, fixtures, and furniture of the six shops as to make its transfer an assignment of all the debtor's property with an unimportant exception, or even an assignment of the greater part of the debtor's property; nor did the transfer affect their insolvency, which was complete before. It was argued that Whitfield's claim being a mere undertaking of suretyship, the debtors had received no equivalent for the transfer, but in the case of *Ex parte Foxley* (18 L. T. Rep. N. S. 862; L. Rep. 3 Ch. App. 515) it seems to be distinctly admitted by Sir W. P. Wood, L.J., that a suretyship was a sufficient equivalent to support a bill of sale, and there is no difference in principle between a bill of sale and a transfer such as the present. His words, which are at p. 520, are these: "The debtor gave a security to cover the risk of Lewis in indorsing the bill. I am not prepared to say that that was not in itself an equivalent which would have supported a bill of sale." In *Strachan* v. *Barton* (11 Ex. 647) it was held that the payment by a bankrupt of a debt not due was not necessarily a fraudulent preference, and in *Edwards* v. *Glyn* (2 Ell. & Ell. 29) a request from a surety was held sufficient to negative a fraudulent preference. Upon these authorities I am prepared to hold, if necessary, that the liability of Whitfield on the promissory note was a sufficient equivalent for the transfer of the wine and matches. For the foregoing reasons I think the principal ingredients necessary to making this transfer void, or an act of bankruptcy, are wanting; and I refuse so much of the motion as relates to the wine and matches. The costs will come out of the estate.

Re DANIEL CHADWICK.

Bankruptcy Act 1869—*Stoppage in transitu.*

Held, on the authority of Wilmshurst *v.* Bowker, *and* Maddock *v.* Granger, *that the arrival of the goods at the railway terminus, and the subsequent delivery to the purchaser of the usual advice note, rendered the transit complete. Also that a bill of exchange, although alleged to be sent for a specific purpose, and in the hands of the debtors on their failure, is not returnable, where, by proof of debt and other circumstances, there is evidence sufficient to satisfy the court that at the time of forwarding the bill, there was nothing definite either expressed or implied in the mind of the sender.*

THIS was a motion argued a few weeks ago in which judgment was reserved.

James, instructed by *Woodburn*, *Pemberton*, and *Sampson*, appeared to support the application.

Martin, on behalf of Mr. Bolland, opposed.

His HONOUR now said: In this case I am asked to order Mr. Bolland, the trustee in liquidation of the property of Daniel Chadwick, to repay to Messrs. Stuart, Whitehead, and Co., the sum of £300 in respect of a bill of exchange drawn by the said Daniel Chadwick and accepted by Messrs. Stuart, Whitehead, and Co., and dated 10th Feb. 1873; and to deliver up an advice note relating to fifty-one bundles of wire consigned by Stuart, Whitehead, and Co., to the said Daniel Chadwick. The facts of the case, so far as they relate to the first branch of the application, viz., that with reference to the bill of exchange, are these. A bill of exchange for £553, drawn by Messrs. Stuart, Whitehead, and Co., upon Mr. Chadwick, the debtor, and accepted by him, was due on the 13th Feb. in the present year. On the 11th Feb. Mr. Chadwick wrote a letter to Messrs. Stuart, Whitehead, and Co., enclosing a bill for £300 drawn upon them, and asking their acceptance of it as a partial renewal of the bill for £553. In the same letter Mr. Chadwick enclosed an unsigned bill, with the acceptance of his firm written across it, for the like amount. The bill was afterwards signed by Stuart, Whitehead, and Co., and retained by them. On the 12th Feb. Messrs. Stuart, Whitehead, and Co., returned their acceptance to Mr. Chadwick in a letter which may be presumed to have reached him on the 13th. On the 12th Feb. Mr. Chadwick swears that he became first aware that his bankers would not retire the £553 bill, as he had expected they would, and on the day it was due, viz., the 13th, it was dishonoured. Mr. Chadwick did not pay Messrs. Stuart, Whitehead, and Co.'s acceptance to his bankers to meet part of this £553 bill, but retained it in his own hands till the 25th, when he handed it to the trustee in liquidation. Messrs. Stuart, Whitehead, and Co. have since provided for both the £300 bills, viz., their acceptance of Chadwick's bill and Chadwick's acceptance of their bill, both of which became due on the 13th June, and also for the £553 bill. To cover the latter bill and expenses they drew a bill for £557 odd on Chadwick. Both these latter bills appear on the proof. On the 19th Feb. Mr. Chadwick filed his petition for liquidation. On the 21st May Messrs. Stuart, Whitehead, and Co. filed the usual affidavit of proof of debt against the estate of Mr. Chadwick, and claimed to prove among other items for the £300 bill accepted by Mr. Chadwick, and they have since claimed a dividend on the full amount set forth in the affidavit. Upon examining the sum set out in the proof it was found that £300 more was claimed than was due, and this Mr. Whitehead admits to be the fact. It was argued before me that there had been a specific appropriation of Messrs. Stuart, Whitehead, and Co.'s acceptance, and that it was in Mr. Chadwick's hands, clothed with a trust to devote it only to the object to which it had been specifically appropriated—viz., to a part payment of the bill for £553; but I think that Messrs. Stuart, Whitehead, and Co.'s dealings with respect to that acceptance (*i.e.*, the £300) negative the idea that any such intention was in their minds, or at any rate lead to the conclusion that they have waived any right to take advantage of it. In their letter of the 14th Feb., in which they return the bill, no such specific appropriation is alluded to. The bill came into Mr. Chadwick's hands on the 15th Feb., and remained in his hands until the 25th. On the 15th Messrs. Stuart, Whitehead, and Co. became aware, by a letter of Mr. Chadwick's, dated the 14th, that the bill for £553 would not be met. Not a word do they say during that period about the bill being specifically appropriated to the payment of the £553 bill, nor do they make any request that it shall be returned to them. It is true that on the day of the first meeting of creditors Mr. Whitehead says, and it is not denied, that he claimed the return of the bill from the trustee, and he endeavours to explain his want of diligence in insisting upon its return by some hope being held out by the trustee that if he met both bills he could be entitled to have the value of his own acceptances returned to him. But what does he do? On the 21st May he includes this very sum in his proof; in fact, on the 21st May he elects, he deliberately elects, for his attorney drew up his affidavit of proof on his own instructions, and as he says with all the bills and facts before him, to treat this £300 as a loan from his firm to Mr. Chadwick, and when the time comes for a dividend he claims a dividend upon it. From the beginning to the end of the transaction until the present proceeding is instituted, not a word do we hear from Messrs. Stuart, Whitehead, and Co. about the specific appropriation of the bill to the payment of the £553 bill. I therefore think that Messrs. Stuart, Whitehead, and Co. are not entitled to have the bill given up or to receive its equivalent. My judgment in the matter of the wire stood over by arrangement until the decision of the appeal from this court in the case of *Ex parte Catlin and Waller, re Chadwick* (29 L. T. Rep. N. S. 431), the principle involved in the two cases being precisely similar. In that case the decision of this court that the *transitus* was at an end when the goods came into the warehouse of the railway company at Liverpool having been confirmed, I give judgment to the same effect with reference to the wire. The application will therefore be dismissed with costs.

Sampson said he was unaware whether it was the intention of his clients to appeal, but, assuming they were so advised, he should be glad if the court would now fix the amount of deposit.

His HONOUR said the ordinary sum, £20, would be sufficient.

Re T. S. TRUMBLE.

Bankruptcy Act 1869—*Registration of resolutions—Practice.*

Held that the court could only entertain an appeal from the registrar on the question of registration. The registrar's duties were merely ministerial, and if a proof was questioned which affected the registration, it ought to be submitted to the court.

THIS liquidating debtor was a paperhanger in Liverpool. He presented his petition in November of last year, with liabilities of £1525 and assets £976. In the same month the creditors passed resolutions to liquidate by arrangement, and appointed Mr. Williams trustee. A proof of debt was tendered at the meeting by Mr. George Trumble, a brother of the bankrupt, for £1563, and objected to by the chairman. On the resolutions being presented for registration, the objection to the proof was considered by the registrar, and finally, after much discussion and delay, he rejected it, and registered the resolutions. *Etty* applied for an appointment to appeal from the registrar's decision as to the proof. The registrar said the proper course was to appeal against the registration, and in support of such application to revive the question of the validity of Mr. George Trumble's debt, for if it was established the registration fell to the ground, as the resolution of creditors would be insufficiently signed. *Etty* said he did not object to the registration, and all that he wanted was his client's debt admitted, and his dividend paid thereon. The registrar intimated if that were so the parties should go before the trustee, and in case he rejected the proof there could be an appeal to the court. *Etty* preferred adopting his own course; and finally, after some discussion, an appointment was given for the court to consider the validity of the debt. On the 22nd inst. the appeal came on for hearing.

Myburgh, instructed by *Duke* and *Goffey*, excepted to the jurisdiction of the court. The only appeal which was provided for by the Act was against the registration of the resolutions. Here, on the question of proof, the registrar had given his decision, and had registered the proceedings. Had the parties desired, they could have adjourned the question of the proof for the opinion of the court; but as they had elected to take the registrar's decision, it was too late to revive the matter, except by appeal to the Chief Judge or from the trustee, in case he rejected the proof.

HIS HONOUR held the objection to be good, as he saw no provision in the Act or rules sanctioning an appeal from the registrar's decision, except as to the registration of the resolutions.

Myburgh then, after some discussion, said that, as he did not wish the claimant to be damnified by a technical objection, he would consent to the court considering the proof as an appeal from the trustee, who, under his advice, would at once reject the same.

Etty consented to that course, and after evidence was adduced and arguments urged on both sides, the court reserved its judgment.

LEGAL NEWS.

THE *Glasgow News* hears that the Government has resolved to set up in Scotland, and in Ireland also, a court of final appeal.

A DINNER was given at Willis's Rooms on Saturday evening by the past and present members of the Oxford circuit to Mr. Henry James, Q.C., on his appointment as Attorney-General. Mr. Huddleston, Q.C., presided; and amongst those present were Lord Romilly, Mr. Justice Keating, Mr. Baron Pigott, Mr. Amphlett, M.P., and Mr. Kenyon, Q.C.

SOLICITORS ELECTED TO THE OFFICE OF MAYOR 1873-74.—In addition to those already published by us, the following solicitors have been elected to the office of Mayor for the ensuing year: Mr. C. J. Follett, B.C.L., Exeter (second time); Mr. Arthur Leech, Newcastle-under-Lyme, Staffordshire; Mr. Charles Newman, Barnsley (second time); Mr. Charles Denton Leech, Bury St. Edmunds; Mr. W. H. Bailes, Boston.

RULES OF PROCEDURE IN THE LAW COURTS.—The *Times* understands that progress is being made in the framing by the judges of the rules of procedure which they were to make under the Judicature Act. The judges have met, and a committee has been selected from among them. Under the direction of this committee three draftsmen are at work, one of whom has been selected for his acquaintance with procedure in common law, one for his knowledge of the practice in the equity courts, and the third on account of experience in the Admiralty, Probate, and Divorce courts. A draft of the rules is expected to be ready before the end of the year, and it will then be carefully considered, with the object of placing the definitive rules in the hands of the Profession some time before the Long Vacation.

SIR JAMES MARTIN has been appointed Chief Justice of New South Wales, to succeed Sir Alfred Stephen, C.B., who has resigned the office.

MEETING OF PARLIAMENT.—It is announced officially that the Houses of Parliament will meet on the 5th of February, 1874, for the dispatch of business.

SIR JOHN B. KARSLAKE has announced his intention of coming forward as a candidate in the Conservative interest for the representation of Huntingdon. He says in his address that the opinions he entertained when he was successively Solicitor-General and Attorney-General are well known, and he has not seen any reason to change them.

THE Licensed Victuallers' Protection Society have directed their solicitors to prepare a Bill to amend the Licensing Act of 1872; and a conference will be held at the London Tavern on the 10th Dec. to consider the clauses of the Bill, with the view of taking prompt and vigorous action in the forthcoming session. Inquiries are being made to test the feeling of the trade upon a uniform closing hour throughout the metropolitan police district.

WILLS AND BEQUESTS.—A writer in the *Globe*, with reference to testamentary documents, observes, "that the nature of some men reveals itself only in their last wills and testaments. In these the vanity or caprice, or the irony, or the spite of an individual, restrained by circumstances during life, often find fresh vent. Sure of being beyond the reach of retaliation, when the shaft he levelled is fired, he feels no compunction for the wound he is about to create, but rather regrets that he is able to exert his individuality from beyond the grave. The manner even in which their funeral obsequies are to be performed give many immense concern. Some insist on being buried in the most private and unostentatious manner; while others, of whom the late Duke of Brunswick seems to have been a conspicuous example, live in a perpetual dread lest they should be interred without the pompous circumstances they regard as suitable to their station. The caprices of the will-maker have no limit." Reference is made to the singular case of Messer Ludovico Cortorio, A.D. 1418, who desired that his friends and relatives should not weep at his funeral, and his instructions were observed with strictness, for jolity prevailed upon this occasion instead of sorrow.

CRIMINAL STATISTICS.—On Wednesday the criminal statistics of Ireland for last year appeared in a Parliamentary volume. Compared with 1871, the decrease is 111, or 17·6 in malicious offences against property. Malicious offences against property stood at a *minimum* of 526 in 1867, rose to a *maximum* of 764 in 1870, but in 1872 fell to 520, or below the *minimum* reached in 1867, showing a subsidence of this very grave class of offence, in which the Irish statistics are usually more unfavourable than those of England and Wales. There was an increase of 105 in riots and breach of the peace last year, compared with the preceding, which arose from the party riots at Belfast. A table shows that the outburst of agrarian crime which occurred in 1869 and 1870 has undergone a remarkable diminution. It is stated that notwithstanding the unfavourable character of the harvest last year, producing pressure on the poor, and withdrawal of savings, there were in the eleven months ended the 31st July last, only 2147 offences and outrages specially reported, as compared with 2422 in the eleven months ended the 31st of July 1872—the pressure had, in other words, been attended with a diminution of crime. In reference to crime in counties and districts, it is stated by the compilers in this document that the great problem indicated by the Irish statistics in 1872 is how to deal with town crime to guard against such dangerous developments as were exhibited at the recent fire in Dublin. The population of Ireland in 1871 was 5,402,759; the offences disposed of summarily last year 211,470, being a proportion of 391·4 in each 10,000 of the population. The excess of town crime is a feature in the present tables. There were two persons sentenced to death in Ireland last year, neither of whom were executed. Comparisons are drawn in the document between England and Ireland. Of 29,121 of both sexes in prison last year in Ireland 12,700 could neither read nor write. Last year in Ireland the total cost of repression of crime was £1,336,388, of which £929,705 was for police, £334,246, for persons in confinement, and £72,437*l.* for prosecutions.

THE NEW CHIEF JUSTICE.—On Tuesday evening Sir John Duke Coleridge, the recently-appointed Lord Chief Justice of the Common Pleas, took formal leave of the Society of the Middle Temple, with which Inn of Court he has been connected as a student, barrister, reader, and bencher for the last 30 years. In the ordinary course of things he would this Term have succeeded to the Treasurership of the Inn on the completion of Sir John Karslake's term of office, but his prior appointment to the Bench, and his consequent removal to Serjeants'-inn, caused him to be ineligible for that position. By an old custom in the Middle Temple any member of the Inn who receives during Term the rank of serjeant is formally "tolled out" of hall, but it is a somewhat curious circumstance that, although many distinguished members of the society have been raised to the Bench and to the minor dignity of the coif during the last seventeen years, only three received their promotion in Term time and went through the ceremony of last evening—namely, Lord Chief Justice Cockburn, Mr. Justice Honyman, and Lord Chief Justice Coleridge. Nearly 200 members of the Inn, both barristers and students, dined in hall on the occasion, and among the Benchers who supported the new Chief Justice were Mr. J. R. Kenyon, Q.C., the treasurer; the Right Hon. Sir Lawrence Peel, Vice Chancellor Hall, Sir John Karslake, Sir Henry Sumner Maine, the Right Hon. Peter Erle; Mr. Hawkins, Q.C., Mr. Powell, Q.C., Mr. George Loch, Q.C., Mr. Milward, Q.C., Mr. Johnson, Q.C., Mr. Gray, Q.C., Mr. Prentice, Q.C., Mr. Little, Q.C., Mr. H. T. Cole, Q.C., Mr. Fox Bristowe, Q.C., Mr. Charles Clark, and Mr. Charles Shaw, the under treasurer. Lord Chief Justice Coleridge read grace both before and after dinner, and gave from the chair, without comment, the toast of the Queen, which was received with the heartiest enthusiasm. No speeches were delivered. At the close of the dinner Sir John Coleridge, who was loudly cheered by the members, was escorted to the principal door of the hall by the Benchers and the under treasurer, and by the head Porter (Mr. Bye) bearing his staff of office. As the Judge passed out the doors were closed upon him, and the bell in the hall tower was solemnly tolled for some minutes. In this way the Lord Chief Justice formally terminated his intimate connection with the Inn. He subsequently re-entered the Parliamentary chamber as a guest of the Benchers. On the new Judicature Act—by which it will not be necessary for a Judge to become first of all a serjeant-at-law and thus to change his Inn—coming into operation this ancient ceremony will fall into desuetude.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it

COMMISSIONS FOR OATHS IN COMMON LAW.—It is stated in the Solicitors' Department of the *Law Times* for last week, that cases have occurred where Common Law Commissions to take affidavits which were bespoken a month ago, will not be ready for another month—perhaps two. Allow me to say that I applied last February, nine months ago, through my agents, and was then informed that no more commissions would be granted until July. In July the application was renewed, when I was told the commissions could not be signed until November. Again I reminded my agents of the matter the first week in November, and received a reply that they hoped to write me satisfactorily by the middle of Michaelmas Term. As yet, however, I have received no further communication from them on the subject. The inconvenience and delay, therefore, in my case, far exceeds that mentioned by you, and is quite inexplicable.

A COUNTRY ATTORNEY OF TEN YEARS STANDING.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.

Queries.

34. STAMPS—AGREEMENT FOR WEEKLY TENANCY.—What stamp does a lease from week to week or an agreement for a weekly tenancy require? If a penny receipt stamp, must it be obliterated in the usual way?

EX OFFICIO.

35. BILL OF COSTS — PARTNER. — A solicitor retained to institute suit. During its progress he took a partner. Should costs against client be in two parts—i.e., in name of solicitor to time of partnership commencing, and afterwards in name of firm, or the whole in name of solicitor first instructed.

INQUIRER FOR CASE.

36. CHEQUE—INDORSEMENT. — A cheque drawn on a country branch of the London and County Bank, and payable to the order of "the executors of Mrs. G.," is handed unindorsed by R. W. (who is her executor) to J. P. for a particular purpose. J. P. indorses the cheque, "J. P., executor of Mrs. Giblin," and obtains cash for the cheque at another bank, which takes it to the chief office of the London and County Bank, where

it is honoured, and in due course it is returned to the branch on which it is drawn. First, Is the indorsement by "J. P." a forgery? second, Who loses the money, (a) the executor of Mrs. G., (b) the drawer, or (c) the bank? E. B. P.

37. TRUSTEES—INVESTMENT.—Can trustees under the following clause invest upon East Indian Railway Stock? Please give a reason, and, if possible, an authority: "And the said trustees shall lay out or invest such moneys in their or his own names or name in the Parliamentary or Public Stocks or Funds of Great Britain, or at interest on Government or real securities in England or Wales, or on the bond or bonds of some corporate body constituted by Act of Parliament, or in the capital stock of some incorporated company constituted by Act of Parliament and paying a dividend."

38. JOINT TENANCY.—If any of your readers will enlighten me on the following query I shall feel greatly obliged:—If one of three joint tenants aliens his share, do the two remaining tenants still hold their parts by joint tenancy and survivorship? Thus, suppose A., B., and C. are joint tenants in fee, and A. conveys to D. his share in the lands, and then B. dies, in what shares are the lands then held? I am aware that the share which is disposed of becomes a subject of a tenancy in common with the remaining two. INTERMEDIATE.

39. CUSTODY OF INFANT.—A. B., who is resident in the United States of America, is desirous of removing his infant child from the custody of his wife and her relations, who reside in this country, into the custody of his parents, who also reside in this country. What is the proper course for him to adopt for this purpose, and form of authority for him to execute, and need it be under seal or bear a stamp, and how should it be executed and attested, and what would be about the cost of applying to the Court of Queen's Bench, for a writ of *habeas corpus*? LEX.

40. LORD MAYOR'S COURT—JURISDICTION.—Will any of your readers inform me how jurisdiction has been conferred upon the Lord Mayor's Court in respect of debts contracted in the country? I have now before me a summons from the above court in respect of a debt for provisions contracted 200 miles from London, secured by a bill of exchange sent to the defendant by a firm of accountants in town for acceptance. I was under the impression that "transitory" actions were qualified as regards inferior courts of record, and only triable where the defendant resides, and the place where the debt was contracted. It is so in the County Courts. HARDSHIP.

[The jurisdiction of the court is limited to the city, except in Foreign Attachment. But the difficulty of objecting to jurisdiction is so great that it is generally yielded to.—ED.]

Answers.

(Q. 12.) POOR LAW—LIABILITY TO MAINTAIN GRANDPARENT.—"Pauper," in your last number, in answer to "G. K.," states that in the index to the last edition of Archbold's Poor Law, under the head "Grandfather," will be found "liability to maintain grandchildren, and to be maintained by them." The index, it is true, contains such a reference, but I am unable to find any authority for the latter proposition in the body of the book; on the contrary, I am convinced that the law as laid down 31 J. P., p. 755, referred to by "F. W. F." in your last issue is correct. X. X. X.

(Q. 13.) LEGACY DUTY.—From the initials given in the case it may be guessed that A. T. was the sister of J. G.'s wife—not the wife or widow of J. G.'s brother. If A. T. were such sister, the reply given by "S." is correct. In the other event; 3 per cent. only would be payable, under sect. 11. Z. Y.

(Q. 14.) NOT PROVEN.—In answer to the question as to the Scotch verdict of Not Proven in your issue of the 15th, I may inform your correspondent that a person who has been acquitted by such a verdict cannot again be indicted on the same charge. It operates in exactly the same way as a verdict of Not Guilty. It has been found to work well; but this is not the place to enter on the question of its merits and demerits. ADVOCATE.

(Q. 16.) CONVEYANCING.—The concurrence of the *cestuis que trust* under H.'s will does not appear to be absolutely necessary; but, if it be necessary, it will be inoperative against the married women, unless they acknowledge the deed. A new trustee should be appointed in the place of the one said to be of unsound mind. Z. Y.

(Q. 21.) REPUDIATION OF BET.—I think C. was safe in paying over, notwithstanding B.'s protest. See *Martin* v. *Hewson* (10 Ex. 737.) Z. Y.

(Q. 24.) WILL AND CODICIL.—See Wills Act of 1837, s. 34; *Winter* v. *Winter* (5 Ha. 306); *Gordon* v. *Atkinson* (1 De G. & S. 478); *Brooks* v. *Kent* (3 Moo. P. C. 334, 1 No. Cas. 93). But the rule that a codicil confirming a will makes the will for many purposes bear the date of the codicil is subject to the limitation that the testator's intention be not thereby defeated (*Doe* v. *Hole*, 15 Jur. 13). OWL.

(Q. 25.) CHEQUE—SUPPOSED SWINDLE.—The plaint must be in a Metropolitan Court. The judge has power, however, under 19 & 20 Vict. c. 108, s. 22, to change the venue. The judge will direct what number of witnesses are to be allowed, on taxation of costs, and what allowances are to be made for attendance. See 9 & 10 Vict. c. 95, s. 86; County Court C. L. Rules 130, 132. B. can be summoned as a witness under the above section. (See Shortt and Jones, County Court Acts. pp. 69, 70.) B. is not criminally responsible unless it be proved that he knew, or had reasonable ground to suspect, that the cheque would be dishonoured. Z. Y.

(Q. 26.) DEVISE—WORDS OF REVOCATION.—The reversion was in C. on A.'s death, and on failure of the estate tail C. cannot be prevented from taking the whole estate. The revocation was good without the words quoted, which only embody the testator's personal feeling, and are inoperative to defeat the rights of C. as heir. See 1 Reeves' Hist. Eng. Law, 105; Co. Litt., 191a, n. (1) vi. 3. OWL.

— The heir-at-law is entitled, since he can only be disinherited by an effectual gift to some one else. Z. Y.

(Q. 27.) CONVEYANCE.—B.'s co-trustee or co-trustees will release to him. OWL.

— Subject to any question as to the payment for her separate use or otherwise of the legacy to B.'s wife—B.'s co-trustees, by virtue of their legal and beneficial interests, can make a title. I doubt, however, whether it would be good as against unpaid creditors of the testator, who might very properly insist that a *bona fide* sale should have been made to a stranger. Z. Y.

(Q. 29.) RAILWAY—TRESPASS.—The placards being true, would not render the company or its officers liable to an action for libel. The persons concerned in the placarding are, however, *prima facie*, liable to indictment. In order to escape conviction they would have to show not only the truth of the libel, but to persuade a jury that it was for the public benefit that the offender should not only be fined but held up as a scarecrow, for the warning of others. I think that placarding offenders is in general a proceeding which railway companies or their officials have no right to adopt. As a rule the public press sufficiently exposes offenders. Z. Y.

(Q. 30.) MARRIED WOMAN.—The deed must be acknowledged. Z. Y.

(Q. 31.) LIQUIDATION.—B. lends A. shares, which A. does not return when requested, having, with B.'s consent pledged them to C. for £100. There can be no doubt that B. would recover against A. damages on A.'s implied contract to redeem the shares for B.'s benefit, and that the amount of damages would be the amount required to redeem the shares. This should be proved for under sect. 31 of the Act of 1869. Z. Y.

(Q. 33.) COMMISSIONER.—In the third edition of Day's Common Law Procedure Acts, p. 24, see as to affidavits sworn before attorneys, their agents, and clerks. R. G. H. T. 1853, rr. 142-3 *post*, and *Horsefall* v. *Mathewman* (3 M. & S. 154). R. G. H. T. 1853, r. 142, no affidavit of service of process shall be deemed sufficient if sworn before the plaintiff's own attorney or his clerk: (See *Foster* v. *Harvey* 11 W. R. 899, July 1863. V.C. W.) R. G. H. T. 1853, r. 143, where an agent in town or an attorney in the country is the attorney on the record, an affidavit sworn before the attorney in the country shall not be received, and an affidavit sworn before an attorney's clerk shall not be received in cases where it would not be receivable if sworn before the attorney himself; but this rule shall not extend to an affidavit to hold to bail. G. S.

LAW SOCIETIES.

THE LEGAL PRACTITIONERS' SOCIETY.

THE meeting of barristers and solicitors, to which reference was made last week, was held at the rooms of the Social Science Association, Adelphi, under the presidency of Mr. W. T. Charley, D.C.L. M.P., on Thursday, the 20th inst., to consider the necessity for founding a Legal Practitioners' Society, for "the reform of the existing unsatisfactory state of the legal profession." The proposal was that the society should restrict itself "to the reform of proved abuses in connection with the Profession only," and among its objects the following were mentioned: To define the rules of etiquette of the legal profession, and reduce them to a written code; to define the rights and liabilities of the two branches of the legal profession *inter se*, as well as in relation to the public; to place the government of the legal profession on a sound representative basis; and to protect the legal profession against the depredations of unqualified men.

The Chairman, in his opening speech, stated that letters had been received from members of both branches of the Profession favourable to the objects for which the meeting had been called, and it was felt that there was no existing society to which could be confided the onerous task of reforming the abuses in the legal profession. The question of that night would be whether there should or should not be a society founded. The law had been amended, and the judicial system reconstructed, but no effort had been made to redress the grievances of which both branches of the Profession complained, and the Profession stood in nearly the same position that it stood a century ago. There were many persons, no doubt, who would improve the legal profession off the face of the earth (a laugh), and abate it as a nuisance; and there were not wanting members in the House of Commons with that desire; but he most emphatically stated that the public could not get on without lawyers. (Hear.) A man might be his own priest or his own doctor with more or less success, but he failed altogether when he tried to be his own lawyer. He instanced the necessity of legal assistance by recounting the discrimination required in searching out from a mass of evidence what could and what could not be laid before a jury, and he also spoke as to the necessity of legal knowledge in drawing a will. He then proceeded to speak of the grievances of which the legal profession complained. He put on one side the question of legal education, as that had been taken up by the Legal Education Association. He was not there, he said, to express an opinion upon that Association; but he was entitled to refer to the existence of that Association as an evidence that it was possible for the two branches of the Profession to combine together for a common object, for they had found it possible to sit on the council of that Association together. (Hear, hear.) The artificial barrier raised between the two branches was a grievance of which both sides complained. A flourishing junior at the Bar recently told him that the Bar and attorneys were natural foes. There were persons who thought that the internecine war between the two branches was hardly consistent with 19th century civilization. An eminent Queen's Counsel had said that "attorneys exercised a malignant influence over the Bar;" and lately an eminent solicitor declared that it was "time the reign of barristerdom should cease." Now was this state of things to be allowed to go on without an attempt being made to humanise, not to say to Christianise, the relations between the two branches before another race of lawyers grew up? The fact of a barrister dying in a common lodging house of starvation, opened the eyes of the public to the hollowness of the existing state of things. Many barristers were keeping up the position of members of the aristocracy upon the income of paupers. Successful solicitors, on whom wealth had descended in golden showers, were sitting in splendid homes without a chance of obtaining dignity or honour. There were persons who thought that the existing state of things exercised a demoralising influence upon the Profession. (Hear.) It was asked whether it would be possible if a higher tone prevailed for attorneys to gamble for counsel and counsel to jilt their clients? Would it be possible for accountants, law stationers, money lenders, debt collectors, and advertising quacks to usurp the functions of the legal Profession? (Cheers.) Would there be an Inn of Court, calling gentlemen to the Bar at a cost of £2150 each? If the rules of etiquette were defined, would unscrupulous men violate them with impunity? There would be no satisfactory solution of existing difficulties until there was joint action between the two branches of the legal Profession. They had been too long kept apart, and it was time they met in a spirit of compromise. Each should be prepared to sacrifice something for the general good. The public interest should be paramount. It might be hoped that the noble Profession to which they belonged would then be as unsullied as the ermine of the judges who adorn our judgment seat. (Cheers.)

Mr. Gresham, the high bailiff of Southwark, corroborated the chairman's statement of the unpleasant state of feeling between the two branches, and he expressed his regret that it did exist. He did not think there should be any disagreement between members of the Bar and attorneys. He then alluded to the state of things in Gray's-inn, in which he was personally interested, his son having been excluded from the inn because he was articled to his father as an attorney. He alluded to the dissatisfaction caused by barristers taking briefs without the possibility of attending to them, and this too, without any responsibility; while attorneys would be held directly responsible for any neglect. As to Gray's-inn, he said that though an attorney, he maintained the right of membership in his Inn, and he went on to complain of the usurpation of the duties and privileges of the Profession by accountants and others in bankruptcy, county, and police courts. He thought a society such as this proposed to be would be a most useful one for the Profession.

Mr. Gresham, jun., urged the necessity of a society such as this proposed to be, to protect the Profession against the depredations of unqualified persons.

Mr. Coryton, late a judge at Rangoon, thought that an amalgamation of the Profession would lead to partnerships between the two branches. In India the feeling was something like that which the chairman had described as the feeling of some in this country, that lawyers were a nuisance. The Government in India looked upon litigation as a nuisance, and tried to keep it within bounds. After some explanations with the Chairman on one or two remarks made by the latter, he went on to say that simplifying the law in India opened up plenty of fair business. He explained the system prevailing in India, and stated that the judge had to discover, by having the parties to a litigation before him, the points at issue, and then to confine the parties to those points. He thought there was room for improvement in the system in this country.

Mr. Crump said that he had come to the meet-

ing to hear, and with no intention of speaking, but in response to a suggestion that he should make some observations, he would say that he did not think the rules of the Profession required any codification. As a barrister, he could not say that he had known of any heart burnings or jealousy as between the members of the two branches of the Profession. He had seen no trace of "a malignant influence on the Bar" by attorneys, who, in his intercourse with them he had generally found to be educated gentlemen, and he could not understand how business could be carried on as it is if that feeling existed. The fact that an enormous amount of work was conducted in and out of court to the satisfaction of the public, showed that the two branches did work in accord, and he believed that they would continue to work in accord. He was emphatically opposed to any proposition for amalgamation. But, if attorneys could not live because of the depredations upon their profession by unqualified men, let those enactments which existed for the protection of the Profession be strictly enforced in the tribunals of the country. Let it not however be supposed by the public that the two branches were engaged in internecine warfare. He believed that if a poll were taken of the Profession there would be no differences of opinion except as to the means of facilitating business. Speaking as a barrister, he desired to point out that in the matter of briefs being taken which could not be attended to, the barrister, in this matter, was often in the hands of his clerk, who would take in business in the *bonâ fide* expectation that it would receive proper attention, and who could not always foresee the engagements of his employer. The remedy for the grievance of a barrister not attending to briefs was in the hands of the attorneys; for if they found a man so overwhelmed with business that he could not attend to all his work, it was their fault in retaining him. For his part he did not see that there was any grievance in there not being an amalgamation. He did not want to become an attorney, but he had no objection to any solicitor becoming a barrister *per saltum*. He did not think, if there were an amalgamation, that the Profession would hold the position it now did before the country; for there was something now about the Bar—perhaps it was owing to their not being brought into direct contact with the public—which gave it a peculiar position. If that were broken down, and the barristers were liable to be pressed by their clients to take strong views of particular cases as attorneys were, the influence of the Profession would be diminished in the country, and they would be deprived of the means they had now of doing a vast amount of good to the public. The one object of the society should be to ensure that steps were taken to protect the Profession, and the Profession should do their best to suppress unqualified persons. There could be no doubt that in County Courts and other tribunals, the Profession was robbed by accountants and agents of all kinds, and he was surprised to see so large and powerful a body as the attorneys sitting quietly by, while the legitimate profits of their profession were taken by persons who, he believed, fostered the worst class of litigation in this country.

Mr. Leslie, as a solicitor, was entirely opposed to amalgamation, and he felt that the subject of depredations on the Profession was one requiring serious attention. He did not complain of the junior Bar, but thought it would be very desirable if leaders confined themselves in the common law courts to particular courts as they do in Chancery.

Mr. Lowe spoke at some length with reference to the conduct of unqualified persons in County Courts and police courts, as well in London as the country.

Mr. Charles Ford then rose to move the only resolution, which he said was intended to submit to the meeting, namely, "That it is expedient to establish a society to be called, 'The Legal Practitioners' Society,' for the purpose of reforming abuses in relation to the legal profession." He said he felt much pleasure in undertaking the office of honorary secretary, not only because such a society might certainly be made of use to the Profession, but also because he felt sure its operation would be of advantage to the public. This being a preliminary meeting it was not his intention to address them at any length; he would only refer, therefore, to one or two points. The depredations of unqualified persons upon the Profession was beyond question serious. The practical exclusion of solicitors from passing to the Bar was a great injustice, and he had received letters from the Lord Chancellor, the late Attorney-General (Sir J. D. Coleridge), and the present Master of the Rolls, and others, admitting that the rules of the Inns of Court in this respect required modification. He (Mr. Ford) felt strongly on this subject, it was discreditable to the Bar and an injustice to solicitors. Upon the subject of the liability of counsel for negligence, he quite agreed with the views entertained by Mr. Charles E. Lewis, M.P., so often expressed by him upon that subject. He was entirely opposed to amalgamation. He begged to move the resolution he had read.

Mr. Gresham seconded the resolution, which was carried *nem. con.*

On the motion of Mr. Ford, seconded by Mr. Lowe, it was resolved that the meeting be adjourned to the 7th Jan. next at the same place at 8 o'clock.

An unanimous vote of thanks to the chairman closed the proceedings.

HUDDERSFIELD LAW STUDENTS' DEBATING SOCIETY.

A MEETING of this society was held on Monday, the 24th inst., Mr. G. L. Batley occupied the chair. The following question was appointed for discussion: "Was the case of *Revell* v. *Blake* (L. Rep. 7 C. P. 300), rightly decided?" Mr. B. Crook conducted the affirmative, and Messrs. G. W. Morrison and E. F. Brook the negative. The question was decided in the negative.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at 1, Milford-lane, Strand, W.C., on Wednesday, the 26th November, Mr. George Castle in the chair. Mr. Baker opened for discussion, "The Judicature Act," Part VI. Mr. G. E. Browne opened the subject for the evening's debate, viz.: "That the Profession does not sufficiently guard and advance its own interests." The motion was carried.

BRISTOL ARTICLED CLERKS' DEBATING SOCIETY.

A MEETING of this society was held at the Law Library, Small-street, on Tuesday evening, the 18th inst., E. J. Swann, Esq., solicitor, occupied the chair. The following subject was discussed: "Was the opinion of the Court of Queen's Bench in the case of *Roberts* v. *Humphreys* (21 W. R. 885) well founded in view of previous decisions?" Mr. Foster opened in the affirmative, and was opposed by Mr. Dymond. The question was decided in the affirmative by a majority of one.

PETERBOROUGH ARTICLED CLERKS' DEBATING SOCIETY.

A MEETING of this society was held at the County Court, New-road, Peterborough, G. F. D. Gaches, Esq., solicitor, in the chair. Mr. M. P. Grissell, opened in the affirmative: "An owner of lands in fee simple, whose rents are payable half-yearly at Michaelmas and Lady-day, dies in the month of August 1872, having made his will dated 1869, whereby he devised his estates in Peterborough to A., and the residue of his real estate to B. Are the executors entitled under the Apportionment Act (33 & 34 Vict. 35) to receive from both or either of the devisees at Michaelmas 1872, the amount of the rent which shall have accrued due in respect of the estates devised to them respectively from Lady-day 1872 to the day of the testator's death, as part of the personal estate of the testator?" Mr. J. W. Smart replied in the negative, and after a good discussion the affirmative was carried by a majority of four.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

A. H. WHITAKER, ESQ.

THE late Alfred Hanbury Whitaker, Esq., barrister-at-law, who died on the 10th inst. at Abbot's-walk, Reading, was the youngest son of the late Edward Whitaker, Esq., of the Manor House, Bampton, Oxon, and was born about the year 1816. He was called to the Bar by the Honourable Society of the Middle Temple in Hilary Term 1844, and practised for some years as a conveyancer at his chambers in Field-court, Gray's-inn.

W. MILLS, ESQ.

THE late William Mills, Esq., barrister-at-law, who died on the 23rd ult., at his residence in Sackville-street, in the thirty-first year of his age, was the eldest son of John Robert Mills, Esq., of York, and was born in the year 1843. He was called to the Bar by the Honourable Society of the Inner Temple in Hilary Term 1868, and practised with considerable success as a special pleader on the Midland Circuit. He also attended the North Riding of Yorkshire Sessions, and also the York City and Leeds Borough Sessions.

THE COURTS & COURT PAPERS.

SITTINGS AFTER MICHAELMAS TERM 1873.

Equity Courts.

Court of Appeal in Chancery.

(Before the LORD CHANCELLOR.)

At Lincoln's-inn.

Tuesday	Dec.	2	First Seal. Appeals
Wednesday		3	Appeal motions and appeals
Thursday		4	Appeals
Friday		5	Bankrupt appeals, petitions, and appeals
Monday		8	Appeals
Tuesday		9	Ditto
Wednesday		10	Appeal motions and appeals
Thursday		11	Second Seal. Appeals
Friday		12	Bankrupt appeals, petitions, and appeals
Monday		15	Appeals
Tuesday		16	Ditto
Wednesday		17	Appeal motions and appeals
Thursday		18	Third Seal. Appeals
Friday		19	Bankrupt appeals, petitions, and appeals

During Term (except on Saturdays) the Lord Chancellor will usually sit in full Court with the Lords Justices of the Court of Appeal.

(Before the LORDS JUSTICES.)

At Lincoln's-inn.

Tuesday	Dec.	2	First Seal. Appeals.
Wednesday		3	Appeal motions and appeals
Thursday		4	Appeals
Friday		5	Bankrupt appeals and appeals
Saturday		6	Petitions in lunacy and appeal petitions
Monday		8	Appeals
Tuesday		9	Ditto
Wednesday		10	Appeal motions and appeals
Thursday		11	Second Seal. Appeals
Friday		12	Bankrupt appeals and appeals
Saturday		13	Petitions in lunacy and appeal petitions
Monday		15	Appeals
Tuesday		16	Ditto
Wednesday		17	Appeal motions and appeals
Thursday		18	Third Seal. Appeals
Friday		19	Bankrupt appeals and appeals
Saturday		20	Petitions in lunacy and appeal petitions

The days (if any) on which the Lords Justices shall be engaged in the Full Court or at the Judicial Committee of the Privy Council are excepted.

Rolls Court.

At Chancery-lane.

Tuesday	Dec.	2	First Seal. Motions and general paper
Wednesday		3	General paper
Thursday		4	Ditto
Friday		5	Ditto
Saturday		6	Petitions, short causes, adjourned summonses, and general paper
Monday		8	Further considerations and general paper
Tuesday		9	General paper
Wednesday		10	Ditto
Thursday		11	Second Seal. Motions and general paper
Friday		12	General paper
Saturday		13	Petitions, short causes, adjourned summonses, and general paper
Monday		15	Further considerations and general paper
Tuesday		16	General paper
Wednesday		17	Ditto
Thursday		18	Third Seal. Motions and general paper
Friday		19	General paper
Saturday		20	Petitions, short causes, adjourned summonses, and general paper

At the Rolls, unopposed petitions must be presented, and copies left with the secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard.

V.C. Malins' Court.

At Lincoln's-inn.

Tuesday	Dec.	2	First Seal. Motions and general paper
Wednesday		3	General paper
Thursday		4	Ditto
Friday		5	Petitions and general paper
Saturday		6	Short causes, adjourned summonses, and general paper
Monday		8	General paper
Tuesday		9	Ditto
Wednesday		10	Ditto
Thursday		11	Second Seal. Motions and general paper
Friday		12	Petitions and general paper
Saturday		13	Short causes, adjourned summonses, and general paper
Monday		15	County Court appeals and general paper
Tuesday		16	General paper
Wednesday		17	Ditto
Thursday		18	Third Seal. Motions and general paper
Friday		19	Petitions and general paper
Saturday		20	Short causes, adjourned summonses, and general paper

V.C. Bacon's Court.

At Lincoln's-inn.

Tuesday	Dec.	2	First Seal. Motions and adjourned summonses
Wednesday		3	General paper

Thursday	Dec. 4	General paper
Friday	5	Ditto
Saturday	6	Petitions, short causes, and general paper
Monday	8	*In Bankruptcy*
Tuesday	9	General paper
Wednesday	10	Ditto
Thursday	11	Second Seal. Motions and adjourned summonses
Friday	12	General paper
Saturday	13	Petitions, short causes, and general paper
Monday	15	*In Bankruptcy*
Tuesday	16	General paper
Wednesday	17	Ditto
Thursday	18	Third Seal. Motions and adjourned summonses.
Friday	19	General paper
Saturday	20	Petitions, short causes, and general paper

V.C. Hall's Court.

At Lincoln's-inn.

Tuesday	Dec. 2	First Seal. Motions and general paper
Wednesday	3	General paper
Thursday	4	Ditto
Friday	5	Petitions, adjourned summonses, and general paper
Saturday	6	Short causes, adjourned summonses, and general paper
Monday	8	General paper
Tuesday	9	Ditto
Wednesday	10	Ditto
Thursday	11	Second Seal. Motions, adjourned summonses, and general paper
Friday	12	Petitions, adjourned summonses, and general paper
Saturday	13	Short causes, adjourned summonses, and general paper
Monday	15	General paper
Tuesday	16	Ditto
Wednesday	17	Ditto
Thursday	18	Third Seal. Motions, adjourned summonses, and general paper
Friday	19	Petitions, adjourned summonses, and general paper
Saturday	20	Short causes, adjourned summonses and general paper

Any causes intended to be heard as short causes before the Master of the Rolls or either of the Vice-Chancellors must be so marked at least one clear day before the same can be put in the paper to be so heard.

N.B.—In Vice-Chancellor Hall's Court no cause, motion for decree or further consideration, can, except by order of the court, be marked to stand over, if it be within twelve of the last cause or matter in the printed paper of the day for hearing.

WINTER CIRCUITS.

The following is the complete list of the Circuits of the Judges :

(Before Mr. Justice KEATING.)

Stafford, Nov. 29	Winchester, Dec. 11
Worcester, Dec. 6	Taunton, Dec. 18

(Before Mr. Baron PIGOTT.)

Maidstone, Dec. 1	Kingston, Dec. 11
Lewes, Dec. 4	Warwick, Dec. 15
Chelmsford, Dec. 8	

(Before Mr. Justice QUAIN, and Mr. Baron POLLOCK.)

Manchester, Nov. 29	Liverpool, Dec. 10

(Before Mr. Justice ARCHIBALD.)

Leeds, Nov. 29	Cardiff, Dec. 15
Chester, Dec. 10	Gloucester, Dec. 19

(Before Mr. Justice HONYMAN.)

Newcastle, Nov. 29	Aylesbury, Dec. 20
Durham, Dec. 3	

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Nov. 18.

WORSHIP and CROZIER, attorneys and solicitors, Liverpool. Oct. 28. (Starling Day Worship and Philip Augustus Crozier.)

Bankrupts.

Gazette, Nov. 21.

To surrender at the Bankrupts' Court, Basinghall-street.

DYER, LEON, King Henry's-rd. Primrose-hill. Pet. Nov. 18. Reg. Pepys. Sols. Rooks and Co. King-st, Cheapside. Sur. Dec. 2

LAWSEN, WILLIAM, stock broker, Tokenhouse-yd, and Holmwood, near Dorking. Pet. Nov. 18. Reg. Hazlitt. Sol. Dollman, Cornhill. Sur. Dec. 3

To surrender in the Country.

BROADHEAD, WILLIAM HENRY, joiner, Manchester. Pet. Nov. 19. Reg. Kay. Sur. Dec. 3

MCLEOD, WILLIAM, travelling draper, Llanelly. Pet. Nov. 18. Reg. Lloyd Sur. Dec. 3.

ROSENTHAL, DAVID, paper hangings dealer, Manchester. Pet. Nov. 13. Reg. Kay. Sur. Dec. 4

WELSBY, JOHNSON GORE, general broker, Liverpool. Pet. Nov. 18. Reg. Watson. Sur. Dec. 3

WILLIAMS, HUBERT BEYMER, clerk in holy orders, Fordington. Pet. Nov. 19. Reg. Symonds. Sur. Dec. 3

Gazette, Nov. 25.

To surrender at the Bankrupts' Court, Basinghall-street.

LEAH, HENRY JAMES, auctioneer, Alma-villas, Dalston-la, and Union-ct, Broad-st. Pet. Nov. 20. Reg. Pepys. Sur. Dec. 9

MEALLIN, GEORGE, wine merchant, New Kent-rd. Pet. Nov. 19. Reg. Hazlitt. Sur. Dec. 10

PETTIT, EDWARD, jeweller, Fulham-rd. Pet. Nov. 20. Reg. Pepys. Sur. Dec. 9

WELCH, WILLIAM JAMES, cheesemonger, High-st, Stoke Newington. Pet. Nov. 21. Reg. Murray. Sur. Dec. 9

To surrender in the Country.

BARRON, REUBEN, woollen manufacturer, Morley. Pet. Nov. 20. Reg. Nelson. Sur. Dec. 10

BEDBOROUGH, ELEANOR, widow, Slough. Pet. Nov. 22. Reg. Darvill. Sur. Dec. 13

BRIGGS, CHARLES, draper, Rotherham. Pet. Nov. 20. Reg. Rodgers. Sur. Dec. 10

BUDGE, CHARLES JAMES, commission agent, Hotwells. Pet. Nov. 21. Reg. Harley. Sur. Dec. 8

SIDEBOTHAM, NATHAN, and MARSH, JAMES, machinists, Ashton-under-Lyne. Pet. Nov. 21. Reg. Hall. Sur. Dec. 11

BANKRUPTCIES ANNULLED.

Gazette, Nov. 18.

JEWELL, THOMAS, architect, Leadenhall-st. Feb. 2, 1872

Gazette, Nov. 21.

GOLDSWORTHY, ROBERT, delivery clerk, Arlington-st, Camden-town. April 16, 1872

WOOD, SAMUEL HOYLE, yeast importer, Leeds. March 13, 1872

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Nov. 21.

APPS, GEORGE, umbrella maker, Mansell-st, Whitechapel. Pet. Nov. 12. Dec. 3, at ten, at office of Sol. Dobson, Southampton-bldgs, Chancery-la

BAXTER, ROBERT COWLEY, stationer, Manchester. Pet. Nov. 18. Dec. 10, at three, at offices of Sols. Farrar and Hall, Manchester

BLACKBURN, JOSHUA, contractor, Heckmondwike. Pet. Nov. 17. Dec. 3, at half-past three, at office of Sol. Scholefield, Batley

BRODZIAC, LEWIS, general merchant, Coleman-st, and Alexandra-rd, St. John's-wood. Pet. Nov. 20. Dec. 12, at two, at the Guildhall tavern, Gresham-st. Sol. Emanuel, Walbrook

BROWN, CHARLES, confectioner, Upper Wortley, near Leeds. Pet. Nov. 14. Nov. 29, at two, at office of Sol. Hardwick, Leeds

BULL, GRENVILLE BALLAD, farmer, Aston Clinton. Pet. Nov. 19. Dec. 11, at twelve, at offices of Sols. Messrs. Parrott, Aylesbury

CALDWELL, WILLIAM, jun., joiner, Latchford. Pet. Nov. 18. Dec. 5, at three, at Brooks, Commercial-chmbs, Horsemarket-st, Warrington. Sols. Davies and Brook, Warrington

CARLING, JOSHUA, wine merchant, Leamington. Pet. Nov. 14. Dec. 2, at eleven, at office of Sol. Hodgson, Birmingham

CHADWICK, WILLIAM HENRY, beerhouse keeper, Choriton-on-Medlock. Pet. Nov. 10. Dec. 1, at four, at offices of Sols. Learoyd and Learoyd, Huddersfield

CLARK, GEORGE, saddler, Batley. Pet. Nov. 17. Dec. 3, at ten, at office of Sol. Wooler, Batley

CLEAVE, ROBERT, ironmonger, Wolsey-ter, Clarence-rd, Teddington, also Meard's-ct, Wardour-st, Soho. Pet. Nov. 17. Dec. 5, at two, at offices of Sol Seale, Lincoln's-inn-fields

CLEGG, JAMES, grocer, Lowmoor, par. Bradford. Pet. Nov. 18. Dec. 6, at ten, at offices of Sols. Berry and Robinson, Bradford

CLEMENT, JAMES WHITE, attorney, Alton. Pet Nov. 15. Dec. 2, at three, at the Swan hotel, Alton. Sols. Messrs. Parker, Bedford-row

CONDON, JOHN, coal merchant, Perseverance-wharf, Millwall-dock, and Kingsbridge-pl, Westferry-rd, Millwall. Pet Nov. 18. Dec. 5, at three, at the Ironmonger's Arms, Westferry-rd, Millwall. Sol. Fenton, Worship-st

COOKE, WILLIAM, cordwainer, Metheringham. Pet. Nov. 17. Dec. 3, at eleven, at office of Sol. Tweed, Saltergate

CRABB, RICHARD, bootmaker, James-st, Oxford-st, Paddington-st, and Harrow-rd, Marylebone. Pet. Nov. 8. Dec. 1, at eleven, at Coles, Wilson, and Co., 63, Bishopsgate-st-within. Sol. Dobson, Southampton bldgs

CROOKALL, ROBERT, and CROOKALL, JOHN, tea dealers, Bolton. Pet. Nov. 17. Dec. 3, sep. creditors of R. Crookall and J Crookall, at ten, at offices of Sols. Richardson and Dowling, Bolton

CROWTHER, TOM, farmer, Whistone's-farm, Thurstonland, par Kirkburton. Pet. Nov. 17. Dec. 4, at 2, at office of Sol. Booth, Holmfirth

CURTIS, FREDERICK, tailor, Warren-st, Fitzroy-sq. Pet. Nov. 12. Nov. 29, at eleven, at office of Sol. Willis, St. Martin's-ct, Leicester-sq

DANCE, WILLIAM, brickburner, Shaw-cum-Donnington. Pet. Nov. 12. Nov. 29, at ten, at office of Sol. Cave, Newbury

DAWSON, DAVID, bootmaker, Maidstone. Pet. Nov. 17. Dec. 6, at eleven, at the Cathedral hotel, St. Paul's-churchyard. Sol. Stephenson, Maidstone

DENTZ, JAMES, late tobacconist, Hull. Pet. Nov. 19. Dec. 3, at three, at office of Sol. Chambers, Hull

DEWINTER, ELIAZER, grocer, Sun-st, Finsbury. Pet. Nov. 19. Dec. 9, at three, at office of Sol. May, Princes-st Spitalfields

DILKE, FRED, plumber, Bristol. Pet. Nov. 18. Dec. 8, at three, at office of Sol. Hobbs, Bristol

DRAKE, JAMES, cellarman, Bristol. Pet. Nov. 18. Nov. 29, at eleven, at Clark, 1, Bristol-chmbs, Nicholas-st, Bristol. Sol. Stevens, Bristol

DYKE, GEORGE, Italian warehouseman, Liverpool. Pet. Nov. 17. Dec. 4, at three, at offices of Sols. Masters and Fletcher, Liverpool

EMERY, JOHN WILLIAM HENRY, grocer, Langley, near Oldbury. Pet. Nov. 18. Dec. 5, at three, at office of Sol. Sheldon, Wednesbury

EYES, JOHN, joiner, Northwich. Pet. Nov. 18. Dec. 9, at eleven, at office of Sol. Cheshire, Northwich

FARNHILL, FRANCIS, out of business, York. Pet. Nov. 14. Dec. 9, at three, at offices of Sol. Granger, Leeds

FAULKNER, WILLIAM, dealer in wines, Newark-on-Trent. Pet. Nov. 14. Dec. 2, at twelve, at the Ram hotel, Newark-on-Trent. Sol. Belk, Nottingham

FORD, PETER, rope manufacturer, Stroud. Pet. Nov. 19. Dec. 6, at one, at office of Sol. Jackson, Gloucester

FORDHAM, HENRY ABRAHAM, fancy box manufacturer, Shaftesbury-st, New North-rd. Pet. Nov. 17. Dec. 3, at two, at office of Sol. Perry, Guildhall-chmbs

FRESHNEY, PARKINSON, draper, Beverley, and Hull. Pet. Nov. 11. Dec. 3, at twelve, at offices of Sols. Stead and Sibree, Hull

GASKELL, JOHN, plumber, Southport. Pet. Nov. 19. Dec. 6, at eleven, at office of Sol. Barker, Southport

GEORGE, AUGUSTUS, milliner, Birmingham. Pet. Nov. 19. Dec. 5, at eleven, at office of Sol. Duke, Birmingham

GILL, WILLIAM BELL, grocer, Otley. Pet. Nov. 13. Nov 29, at ten, at Fawcett and Malcolm, solicitors, Leeds. Sols. Berry and Robinson

GREEN, HARVEY ROBERT, farmer, Great Horkesley. Pet. Nov. 17. Dec. 8, at three, at the Fleece hotel, Colchester. Sol. White, Colchester

GREEN, RICHARD ANGELL, goldsmith, Strand. Pet. Nov. 7. Nov. 29, at eleven, at office of Sol. Roberts, Coleman-st

HALL, JAMES, joiner, Reigate. Pet. Nov. 18. Dec. 4, at twelve at office of Sol. Morris, Cannon-st, London

HARDACRE, ROBERT, and EDMONDSON, THOMAS, drapers, Blackburn. Pet. Nov. 14. Dec. 5, at two, at the White Bear hotel, Manchester. Sols. Hall and Holland, Blackburn

HARDMAN, EDMUND, woolstapler, Bradford. Pet. Nov. 18. Dec. 4, at eleven, at office of Sols. Terry and Robinson, Bradford

HEBB, GRAINGER, builder, North-gr-west, Mildmay-pk. Pet. Nov. 18. Dec. 8, at two, at office of Sol. Pearpoint, Leicester-square

HOLLANDS, HENRY, butcher, Lydd. Pet. Nov. 12. Dec. 9, at three, at the White Hart hotel, Hythe. Sol. Minter, Folkestone

JACKSON, FABIAN, diamond merchant, Moorgate-st. Pet. Nov. 14. Dec. 2, at two, at the Guildhall coffee-house, Gresham-st. Sol. Murray, Sackville-st, Piccadilly

JACKSON, WILLIAM, grocer, Coatham. Pet. Nov. 17. Dec. 2, at three, at Graham, Ramsgate. Sol. Trotter

KING, CHARLES, wool dealer, Halifax. Pet. Nov. 18. Dec. 5, at eleven, at office of Sol. Boocock, Halifax

KRIEGSFELD, LOUIS, waterproofer, Manchester. Pet. Nov. 17. Dec. 8, at three, at office of Sol. Orton, Manchester

LEAVERS, HENRY, lace manufacturer, Nottingham. Pet. Nov. 18. Dec. 4, at twelve, at the Assembly Rooms, Nottingham. Sol. A-twell, Nottingham

LEE, JOSEPH, tin plate worder, Warrington. Pet. Nov. 12. Nov. 22, at twelve at office of Sol. Moore, Warrington

LEIGH, THOMAS, farmer, Ashton-upon-Mersey. Pet. Nov. 17 Dec. 4, at three, at offices of Sols. Gardner and Horner, Manchester

LEONARD, WILLIAM, waterman, Milford Haven. Pet. Nov. 12. Nov. 29, at two, at the Guildhall, Carmarthen. Sol. Perry, Pembroke Dock

LIGHT, CHARLES LLEWELLYN, civil engineer, Stockwell-park-rd. Pet. Nov. 17. Dec. 4, at eleven, at office of Sol. Barker, St. Michael's-house, Cornhill

MAIN, JOHN HENRY, boot manufacturer, Princes-st, Spitalfields. Pet. Nov. 18. Dec. 4, at two, at office of Sol. Barnard, White Lion-st, Norton Folgate

MAYNARD, JOHN, grocer, Cheltenham. Pet. Nov. 15. Dec. 2, at eleven, at office of Sol Marshall Cheltenham

NATHAN, SAMUEL LEWIS, jeweller, Hatton-gdn. Pet. Nov. 18. Dec. 9, at two, at Ridler's hotel, Holborn. Sols. Messrs. Lewis, Ely-pl, Holborn

OSBORNE, HENRY ERNEST, optician, Sheffield. Pet. Nov. 19. Nov. 28, at half-past eleven, at office of Sols. Broomhead, Wightman, and Moore, Sheffield

PRESBURY, JOHN, farmer, Boylestone. Pet. Nov. 19. Dec. 6, at three, at the White Hart hotel, Uttoxeter. Sol. Wilson, Burton-on-Trent

PRICE, JAMES, fishmonger, Bristol. Pet. Nov. 20. Nov. 29, at eleven, at office of Sol. Essery, Bristol

REED, GEORGE SOMMERS, builder, Ilfracombe. Pet. Nov. 15. Dec. 2, at two, at the Queen's hotel, Ilfracombe. Sol. Bencraft, Barnstaple

RIGBY, JOHN, watchmaker, Blackburn. Pet. Nov. 15. Dec. 3, at twelve, at office of Sols. Messrs. Ainsworth, Blackburn

ROBINSON, THOMAS, innkeeper, Middleham. Pet. Nov. 15. Dec. 4, at one, at office of Sols. Messrs. Teale, Bedale

SKERRITT, CHARLES, plumber, Ruddington. Pet. Nov. 17. Dec. 5, at twelve, at office of Sol. Belk, Nottingham

SMITH, BENJAMIN, hay dealer, Leeds. Pet. Nov. 15. Dec. 1, at three, at office of Sol. Walker, Leeds

SMITH, BENJAMIN, coal dealer, Barrow-in-Furness. Pet. Nov. 18. Dec. 5, at ten, at the Ship Inn, Barrow-in-Furness. Sol. Bradshaw, Barrow-in-Furness

SMITH, ENOS, shoemaker, Chilmark. Pet. Nov. 17. Dec. 3, at three, at offices of Sol. Hill, Salisbury

SMITH, FRANK, grocer Middlesbrough. Pet. Nov. 17. Dec. 3, at eleven, at Mrs. Barker's Temperance hotel, Middlesbrough. Sol. Bainbridge, Middlesbrough

SOMERS, JOHN BARNES, farmer, Pinner. Pet. Nov. 18. Dec. 15, at two, at offices of Sol. Venderpump, South-square, Gray's-inn

STACEY, ALFRED, general dealer, Petersfield. Pet. Nov. 12. Nov. 29, at four, at the Dolphin hotel, Petersfield. Sol. King, Portsea

STANTON, JAMES, and LONGMORE, JAMES, ironmasters, Bradford. Pet. Nov. 19. Nov. 21, at twelve, at the Talbot hotel, Oldbury. Sol. Shakespeare, Oldbury

STEED, WILLIAM, builder, Bookham-st, and New North-road, Hoxton. Pet. Nov. 19. Dec. 10, at one, at office of Sol. Hooper, City-rd, Finsbury-sq

STEVENSON, WILLIAM, cotton manufacturer, Marsden. Pet. Nov. 14. Dec. 5, at three, at office of Sols. Addleshaw and Warburton, Manchester

STICKELLS, GEORGE THOMAS, Ventnor. Pet. Nov. 13. Dec. 2, at one, at R. Jones and Co, Lancaster-pl, Strand. Sol. Durrant

WALLACE, WILLIAM THOMAS, hotel keeper, Dorking. Pet. Nov. 19. Dec. 3, at three, at the Guildhall coffee house, Gresham-st. Sol. Baker, Old Jewry-chmbs

WEBSTER, GEORGE, general shop keeper, Bristol. Pet. Nov. 12. Dec. 2, at eleven at office of Sol. Williams, Bristol

WELLS, HENRY ROBERT, stationer, Kingsland High-st, and Devonshire-ter, Kingsland. Pet. Nov. 19. Dec. 15, at two, at L. Lass, accountant, 60, Cornhill. Sols. Wilkins, Blyth, and Marsland, St. Swithin's-la

WHITE, ROBERT, victualler, Harrold. Pet. Nov. 12. Nov. 29, at three, at office of Sol. Stimson, Bedford

WILKINSON, JAMES, soda water manufacturer, Warrington. Pet. Nov. 12. Nov. 24, at twelve, at office of Sol. Moore, Warrington

WILLIAMS, SAMUEL JOHN, bootmaker, Mount-st, Grosvenor-sq. Pet. Nov. 20. Dec. 8, at twelve, at 90, Lower Thames-st. Sol. Farnfield

WILLMOTT, WILLIAM BALLARD, blacksmith, Queen's-rd, Notting-hill. Pet. Nov. 14. Dec. 1, at eleven, at the Brewery tavern, Goldhawk-rd, Shepherd's-bush

WOODCOCK, WILLIAM, confectioner, Bridlington-quay. Pet. Nov. 17. Dec. 5, at three, at the Black Lion hotel, Bridlington. Sol. Harland, Bridlington

WORTHY, JAMES, dealer, Templecombe. Pet. Nov. 14. Dec. 2, at three, at the Greyhound hotel, Wincanton. Sol. Davies, Sherborne

WRIGHT, WILLIAM, draper, Liverpool. Pet. Nov. 18. Dec. 4, at three, at offices of Sol. Quinn, Liverpool

Gazette, Nov. 25.

AINSWORTH, ALFRED BROOKS, merchant's clerk, Liverpool. Pet. Nov. 20. Dec. 5, at office of Sol. Cotton, Liverpool

ARMSDEN, EDWARD, quarryman, Llanberis. Pet. Nov. 15. Dec. 6, at two, at office of Sols. Picton, Jones, and Roberts, Carnarvon

BARBER, EDWIN, hairdresser, Glossop. Pet. Nov. 20. Dec. 11, at two, at offices of Sols. Pinnell and Butterworth, Manchester

BEARDSWORTH, HENRY, scale cutter, Sheffield. Pet. Nov. 21. Dec. 8, at twelve, at office of Sol. Tattershall, Sheffield

BELCHER, GEORGE GRESHAM, commission agent, Manchester. Pet. Nov. 21. Dec. 8, at three at office of Sol. Leigh, Manchester

BENNETT, ROBERT CHRISTIE, architect, Melcombe Regis. Pet. Nov. 20. Dec. 8, at twelve, at the Auction Mart, Melcombe Regis. Sol. Howard, Melcomb Regis

BENT, EDWARD STANLEY, attorney at law, Manchester. Pet. Nov. 22. Dec. 8, at three, at the Waterloo hotel, Manchester. Sols. Messrs. Heath, Manchester

BERRY, VICTORIA HELENA, refreshment-room keeper, Southport Pet. Nov. 20. Dec. 8, at twelve, at office of Sol. Culshaw, Liverpool

BISSICKS, JOSEPH JAMES, oilman, Bristol. Pet. Nov. 17. Dec. 9, at two, at office of Barnard, Thomas, Tribe, and Co. accountants, Bristol. Sol. Thick, Bristol

BLEST, DAVID, shoemaker, Wolverhampton. Pet. Nov. 18. Dec. 6, at half-past ten, at office of Sol. Stratton, Wolverhampton

BOULD, ENOCH, greengrocer, Hanley. Pet. Nov. 12. Nov. 27, at eleven, at office of Sol. Stevenson, Hanley.

BRAYFORD, JAMES, butcher, Hanley. Pet. Nov. 12. Nov. 27, at two, at office of Sol. Stevenson, Hanley

BRIDGWOOD, WILLIAM, cab proprietor, Birmingham. Pet. Nov. 4. Dec. 3, at two, at the Clarendon hotel, Birmingham. Sol. Gem, Aston

CADIOT, EMANUEL HORACE, and JOHNSTON, JOHN, commercial agents, Queen Victoria-st. Pet. Nov. 17. Dec. 4, at twelve, at offices of Kemp, Ford, and Co., public accountants, Walbrook. Sol. Wickens, Palmerston-bldgs, Old Broad-st

CARTER, THOMAS, cattle salesman, Birmingham. Pet. Nov. 19. Dec. 4, at twelve, at office of Sol. Free, Birmingham

CHAPMAN, JOHN EDWARD, farmer, Southgate. Pet. Nov. 18. Dec. 8, at three, at office of Sols. Lewis, Munns, and Longden, Old Jewry

CHEAL, JOHN, accountant, Reigate. Pet. Nov. 20. Dec. 5, at eleven, at the Market hall, Redhill. Sol. Greece, Redhill

COLLINSON, CHARLES, earthenware manufacturer, Burslem. Pet. Nov. 15. Dec. 3, at twelve, at office of Heaton, solicitor, Burslem

COLLINS, JAMES, builder, Weedington-rd, Kentish-town. Pet. Nov. 19. Dec. 18, at twelve, at 21, Wellington-st, Strand

CORDER, MICAH, granary keeper, Corders Sufferance Wharf; Shad Thames, Horselydown; and Burnt Ash-hill, Lee. Pet. Nov. 21. Dec. 17, at three, at office of Sol. Kearsey, Old Jewry

CROSSLEY, JOHN THOMAS, commercial traveller, Plymouth. Pet. Nov. 17. Dec. 10, at ten, at office of Sol. Square, Plymouth

CROWTHER, WILLIAM, monetary agent, Southsea. Pet. Nov. 19. Dec. 6, at two, at Totterdell's Commercial hotel. Sol. King, Portsea

CUMMINGS, JOHN, ironfounder, Newcastle-upon-Tyne. Pet. Nov. 20. Dec. 5, at two, at office of Sol. Sewell, Newcastle-upon-Tyne

DAVIES, DAVID, tobacco merchant, Laird-rd, Drummonds-road, Bermondsey. Pet. Nov. 21. Dec. 10, at one, at offices of Sol. Barron, Queen-st, Cannon-st

DELAHOY, SAMUEL, tailor, Wisbeach. Pet. Nov. 20. Dec. 5, at one, at office of Sol. Ollard, Wisbeach

DUDD, GEORGE EDWIN, grocer, Weston-super Mare. Pet. Nov. 21. Dec. 8, at one, at the Railway hotel, Weston-super-Mare. Sols. Reed and Cook, Bridgwater

JACKSON, ROBERT BURRA, upholsterer, Lyall-pl, Pimlico. Pet. Nov. 21. Dec. 8, at three, at office of Sols. Philp and Behrend, Pancras-la, Queen-st

FITZROY, ELIZABETH, widow, Halton, near Leeds. Pet. Nov. 15. Dec. 3, at three, at office of Sols. Fawcett and Malcolm, Leeds

FOSTER, HENRY BENTON, coal merchant, Althorpe-rd, Wandsworth-common. Pet. Nov. 14. Dec. 5, at twelve, at office of Sols. Miller and Smith, Salters'-hall-ct, Cannon-st

GEORGE, JOHN DANIEL, grocer, Cheddar. Pet. Nov. 21. Dec. 8, at two, at office of Sol. Hobbs, Wells

GROOM, JAMES, licensed victualler, Wolverhampton. Pet. Nov. 22. Dec. 9, at three, at office of Sol. Dallow, Wolverhampton

HAMMOND, HORACE, builder, Tunbridge Wells. Pet. Nov. 21. Dec. 10, at ten, at the Camden hotel, Tunbridge Wells. Sol. Palmer, Tunbridge

HANDLEY, PHILIP, potato salesman, Pump-row, Spitalfields-market, and Bethnal-green-rd. Pet. Nov. 18. Dec. 3, at a quarter-past ten, at the Victoria tavern, Morpeth-rd, Bethnal-green. Sol. Long, Lansdown-ter, Grove-rd, Victoria-pk

HODGSON, JOHN OSWALD, licensed victualler, Long-acre. Pet. Nov. 21. Dec. 18, at three, at the Enterprise, Long-acre. Sol. Armstrong, Old Jewry

HUBBARD, JOHN MICHAEL, ship's steward, Lynton-rd, Bermondsey. Pet. Nov. 18. Dec. 4, at three, at office of Sol. Webster, Basinghall-st

HUGHES, WILLIAM, draper, Manchester. Pet. Nov. 21. Dec. 11, at three, at office of Sol. Rylance. Manchester

ISAACS, ISAAC, tailor. Westminster-bridge-rd. Pet. Nov. 22. Dec. 8, at two, at office of Sol. Moss, Gracechurch-st

JONES, ABRAHAM, boot manufacturer, Oldbury, and Tipton. Pet. Nov. 22. Dec. 9, at eleven, at offices of Sol. Shakespeare, Oldbury

JONES, EVAN, builder, Merthyr Tydfil. Pet. Nov. 19. Dec. 6, at one, at office of Sols. Simons and Plews, Merthyr Tydfil

JONES, FREDERICK, hatter, Oxford-st. Pet. Nov. 21. Dec. 12, at two, at office of Sol. Geoghegan, Lincoln's-inn-fields

JONES, WILLIAM FRANCIS, draper, Llandudno. Pet. Nov. 17. Dec. 6, at twelve, at the Queen hotel, Chester. Sol. Louis, Ruthin

KIRKMAN, JAMES, draper, Bradford. Pet. Nov. 20. Dec. 5, at three, at offices of Sol. Walker, Leeds

LEE, ANN, refreshment-house keeper, Wigan. Pet. Nov. 20. Dec 10, at eleven, at office of Sol. Ashton, Wigan

LEVI, JOSEPH, clothier, Birmingham. Pet. Nov. 20. Dec. 5, at eleven, at office of Sol. Cottrell, Birmingham

LYONS, LEWIS HENRY, umbrella manufacturer, Red Cross-st. Pet. Nov. 21. Dec. 8, at two, at office of Ladbury, Collison, and Viney, Cheapside. Sols. Messrs. Lewis, Ely-pl, Holborn

MASSINGHAM, GEORGE PLOWRIGHT, watchmaker, Boston. Pet. Nov. 20. Dec. 8, at eleven, at offices of Sol. York, Boston

MILLS, GEORGE, bootmaker, Sunderland, and South Shields. Pet. Nov. 20. Dec. 5, at three, at the Commercial hotel, Leeds. Sol. Bell, Sunderland

MITCHELL, THOMAS, saddler, Sheffield. Pet. Nov. 17. Dec. 8, at four, offices of Sols. Messrs. Binney, Sheffield

MORRY, JOSEPH, and LACHLAN, THOMAS TENNANT, picture dealers, Cornhill. Pet. Nov. 22. Dec. 15, at four, at the Freemasons' tavern, Great Queen-st, Holborn. Sol. May

NADIN, ALFRED, brush dealer, Sheffield. Pet. Nov. 18. Dec. 8, at three, at office of Sols. Fawcett and Malcolm, Leeds

PAGE, JAMES, Salford, and Heaton Norris. Pet. Nov. 20. Dec. 8, at three, at office of Sols. Sutton and Elliott, Manchester.

PARKER, JOHN CHARLES, builder, Hastings, and Rye. Pet. Nov. 22. Dec. 8, at four, at office of Mr. Cogswell, 72, Gracechurch-st. Sol. Rashleigh, Old Kent-rd, London

PERTWEE, JAMES FREDERICK, farmer, Layer-de-la-Hay. Pet. Nov. 18. Dec. 13. at eleven, at the Saracen's Head hotel, Chelmsford. Sol. Arthy, Chelmsford

POTTS, RICHARD, builder, Sunderland. Pet. Nov. 19. Dec. 9, at three, at offices of Sol. Steel, Sunderland

PUGH, FREDERICK CHURCHILL, dress maker. Liverpool. Pet. Nov 20. Dec. 8, at two, at office of Ivey, public accountant, Liverpool. Sol. Hughes, Liverpool

RADFORD, CHARLES, wholesale provision merchant, Manchester. Pet. Nov. 20. Dec. 4, at three, at office of Sols. Messrs. Bond, Manchester

RIGBY, GEORGE, hat manufacturer, Ashton-under-Lyne. Pet. Nov. 22. Dec. 12, at eleven, at the Pitt and Nelson hotel, Ashton-under-Lyne. Sol. Lord, Ashton-under-Lyne

RILEY, RICHARD CHARLESWORTH, manufacturing chemist, Birstal. Pet. Nov. 19. Dec. 8, at three, at office of Sol. Ibberson, Heckmondwike

ROBERTS, JOHN, grocer, Warrington. Pet. Nov. 20. Dec. 11, at three, at the Spread Eagle hotel, Manchester. Sols. Grundy and Kershaw, Manchester

SCOTT, FALLOWS, tailor, Cockermouth. Pet. Nov. 19. Dec. 4, at eleven, at office of Sol. Wicks, Cockermouth

SEAGRAVE, GEORGE, SEAGRAVE, FREDERICK, and SEAGRAVE, CHARLES, commission agents, Liverpool. Pet. Nov. 15. Dec. 10, at two, at offices of Hime, Liverpool. Sol. Pearson, Liverpool

SENIOR, AMOS, yarn spinner, Kirkburton. Pet. Nov. 21. Dec. 8, at three, at office of Sols. Robinson and Johnson, Huddersfield

SKIPWORTH, SARAH, widow, farmer, Billericay. Pet. Nov. 20 Dec. 9, at two, at the Saracen's Head hotel, Chelmsford. Sol Dubois, King-st, Cheapside

SLATER, CHARLES JOSEPH, merchant, Sheffield. Pet. Nov. 18. Dec. 4, at twelve, at offices of Sol. Wake, Sheffield

SPIERS, WILLIAM, chemist, High-st, Leyton. Pet. Nov. 18. Dec. 4, at eleven, at office of Sol. Lind, Beaufort-bldgs, Strand

STORR, JOHN EDWARD, jeweller's agent, Faunce-st, Kennington-pk. Pet. Nov. 17. Dec. 4, at two, at office of Sol. Barnett, New Broad-st

STONIER, JOHN BENSON, writing clerk, Birmingham. Pet. Nov. 5. Dec. 5, at ten, at office of Sol. East, Birmingham

STRINGER, WILLIAM, beerhouse keeper, Huddersfield. Pet. Nov. 22. Dec. 11, at eleven, at office of Sol. Sykes, Huddersfield

TARRY, HARRIS, baker, Grosvenor-pk, Camberwell. Pet. Nov. 19. Dec. 4, at three, at office of Sols. Stocken and Jupp, Leadenhall-st

TAYLOR, HENRY, custom house agent, Leadenhall-st. Pet. Nov. 14. Dec. 2, at three, at the Bell inn, Edmonton. Sol. Philp, Pancras-la, Queen-st

TODD, ELLEN, boot manufacturer, Leeds. Pet. Nov. 19. Dec. 4, at three, at office of Sols. Fawcett and Malcolm, Leeds

TRUMAN, WILLIAM SAMUEL, wine merchant, Botolph-la, Eastcheap. Pet. Nov. 12. Dec. 1, at twelve, at the Guildhall coffee-house, Gresham-st. Sol. Smith, Leadenhall-st

USHAW, WILLIAM, watchmaker, Kingston-on-Hull. Pet. Nov. 20. Dec. 11, at twelve, at office of Pickering, accountant, Kingston-upon-Hull. Sols. Stead and Sibree, Hull

WARE, EDWIN, wine merchant, Portsea. Pet. Nov. 20. Dec. 10, at two, at office of Brett, Milford, Pattinson, and Co. 150, Leadenhall-st, London. Sols. Cousins and Burbidge, Portsmouth

WHITEHURST, WILLIAM, and WHITEHURST, HUGH, elastic web manufacturers, Derby. Pet. Nov. 18. Dec. 11, at twelve, at office of Sol. Leech, Derby

WIGG, SAMUEL LEGGETT, builder, Kessingland. Pet. Nov. 21 Dec. 11, at twelve, at office of Sol. Seager, Lowestoft

WILKINSON, SAMUEL, licensed victualler, Wolverhampton. Pet. Nov. 20. Dec. 6, at eleven, at office of Sol. Barrow, Wolverhampton

WILLIAMS, FRANCIS, builder, Kingston-on-Thames. Pet. Nov. 20. Dec. 11, at three, at office of Sol. Buckland, Kingston-on-Thames

WILSON, BENJAMIN COULTMAN, house agent, Belgrave-sq. Pet. Nov. 17. Dec. 8, at two, at office of Sols. Linklater, Hackwood, Addison, and Brown, Walbrook

WINTERS, GEORGE, tailor, Hitchin. Pet. Nov. 19. Dec. 8, at eleven, at Guildhall coffee-house, Gresham-st. Sol. Shillitoe, Hitchin

WOOD, JAMES, builder, Hampton-st, Walworth-rd. Pet. Nov. 18. Dec. 4, at one, at office of Sol. Rose and Thomas, Salisbury-st, Strand

WOOTTON, GEORGE, draper, Clophill. Pet. Nov. 20. Dec. 8, at twelve, at office of Sol. Conquest, Bedford

Orders of Discharge.

Gazette, Nov. 18.

FRANCIS, HENRY, beershop keeper, Sands-end, Fulham

PRICE, RICHARD PURCELL, wine merchant, Shrewsbury

Gazette, Nov. 21.

HULLOCK, JOHN CHARLES, grocer, Hull

Dividends.

BANKRUPTS' ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Stevens, A. auctioneer, final, 7s. 4d. Harle, Bristol

Almond, R. D. Charles-st, Wigan, first, 2s. 6d. At Trust. W. Wood, King-st, Wigan.—*Jackson*, T. grocer, first, 1s. At Sol. Green, Bradford.—*Evans*, T. grocer, first and final, 3s. 4d. At Roose and Price, 26, North John-st, Liverpool.—*Ford*, E. and T. Oporto merchants, second, 1s. At Cooper Brothers and Co. 14, George-st, Mansion house.—*Griffin*, E. tailor, second and final, 2s. 6d. At Trust. C. Payne, 27, John William-st, Huddersfield.—*Hick*, G. C. corn dealer, first, 6s. 7d. At Dean, Gordon, and Binde, accountants, 23, Albion-st, Leeds. Trust. J. Gordon.—*Hudson*, E. bookkeeper, first and final, 1s. 6½d. At Trust. T. W. Read, 20, Castle-st, Liverpool.—*Jones*, T. potato merchant, first and final, 2s. At Trust. J. Routh, Royal Insurance-bldgs, Parkrow, Leeds.—*Macartney*, D. Paddington, 7½d. At Sols. Minet Smith and Harvie, 6, New Broad-st. Trust. T. Allen.—*Naylor*, H. T. merchant, first, 0½d. At Trust. A. W. Chalmers, 5, Fenwick-st, Liverpool.—*Palmer*, A. Hadlow, final, 2s. 3d. At Trust. J. Winser, Hadlow, Tunbridge.—*Shaw*, T. joiner, first and final, 5s. At Trust. J. Simpson, Bank-chmbs, Nottingham.—*Young*, G. watchmaker, first and final, 6d. At Messrs. Haigh and Atkinson, Wide-st, Selby

INSOLVENTS' ESTATES.

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Cooper, J. W. clerk in the commissariat department, late Parkrd, Notting hill

BIRTHS MARRIAGES AND DEATHS

BIRTHS.

HUNT.—On the 23rd inst., the wife of Joseph Hunt, Esq., solicitor, Ware, Herts, of a son.

MERRICK.—On the 23rd inst., at 2, Rayner's-road, Lime-grove-park, Putney, S.W., the wife of William Merrick, solicitor, of a daughter.

DEATH.

JOHNSTONE.—On the 21st inst., at 33, Montpellier-terrace, Cheltenham, aged 82 years, the Hon. J. W. Johnstone, Judge in Equity of the Supreme Court of Nova Scotia.

To Readers and Correspondents.

Anonymous communications are invariably rejected.
All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.

TO SUBSCRIBERS.

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Advertisements must reach the Office *not later* than five o'clock on *Thursday* afternoon.

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The LAW TIMES *goes to press on Thursday evening, that it may be received in the remotest parts of the country on Saturday morning. Communications and Advertisements must be transmitted accordingly. None can appear that do not reach the office by Thursday afternoon's post.*
All communications intended for the Editor of the Solicitors' Department should be so addressed.

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The Law and the Lawyers.

A DEPUTY County Court Judge has decided that a pig is an investment within the first section of the Married Women's Property Act 1870. The married woman in question was "separated" from her husband by the operation of the poor law, he being in the workhouse. She managed to earn some money while he was there, which she invested in a pig. She, however, sold the pig to a creditor of her husband, who, instead of paying for the pig, claimed a set-off. The Deputy-Judge held that the pig was the plaintiff's separate property, and gave her judgment. We think, however, that the Deputy-Judge should have drawn the plaintiff's attention to sect. 13 of the same Act, which makes a married woman liable to the parish for the maintenance of her husband. The pig or its proceeds ought certainly to have been claimed by the guardians—and we might thus have had a very neat decision on this eccentric Act of Parliament.

THE position taken by Dr. KENEALY in summing up the evidence for the defence in the *Tichborne* trial, namely, charging conspiracy upon the part of Romish ecclesiastics for the purpose of obtaining the control of the revenues of the TICHBORNE estates, reminds us that the *Tichborne* case is but an incident of the warfare which that learned gentleman is professedly waging against the Church of Rome. He was counsel for the defendant in *Darby* v. *Ouseley* in 1856, which was a very singular action. It was brought by a tide-waiter at Liverpool for a libel imputing to him that he was a rebel and a traitor by reason of his being a Roman Catholic, and a member of a certain Roman Catholic Society for the Conversion of England "by prayers and other means" to the Roman Catholic faith. The defendant's counsel, at the close of the plaintiff's case, did not intimate that he proposed to call witnesses and (having elicited on cross-examination of the plaintiff that he was a Roman Catholic, and considered himself bound by the canons of councils, and believed in the authority of the Pope) in his speech proposed to refer to the notes of the Rheimish Testament, and to describe to the jury the nature of the Austrian *Concordat* with the Church of Rome, and to read certain canons of the Councils of Lateran and Sens, Trent and Thurles, with a view of showing that the principles and opinions entertained by eminent members of the Roman Catholic Church were inimical to loyalty. The judge ruled that these matters were irrelevant and the defendant's counsel having in his speech repeated the charge against the plaintiff, the learned judge commented upon this in his summing up as evidence of malice, expressed his opinion on the libel in strong terms, and having left the question to the jury as one merely of amount of damages, they found for the plaintiff. This verdict the full court declined to disturb.

SIR GEORGE JESSEL would appear to be setting an admirable example in more ways than one. His judgments which we have already reported, are remarkably pithy and concise, a good specimen being that afforded by *Paull* v. *Mortimer* (29 L. T. Rep. N. S. 418.): "Three executors allow an investment of 500*l.* to remain upon a security which is at the time quite insufficient. They then proceed to distribute the residue. One of them dies, and the legatee claims to be paid her legacy. The surviving executors, under a misapprehension of their duty, resist. The administration of the estate is thrown upon the court, and in the course of it they stop the suit by payment of the legacy. They then ask the executors of the deceased executor for the difference of the amount realised and the 500*l.*, which is paid. Now they claim the costs of their abortive resistance. I am at a loss to understand upon what principle such a claim can be supported. If a legacy is paid by mistake, executors cannot claim it back from the residuary legatees. If the omission to set apart a sum to meet this legacy were a breach of trust, of course the liability might be established. But it is not a breach of trust, and I hold that the representative of the executor is not liable for the costs of a resistance to the demand of the legatee, which was undertaken without notice to him. The summons must be dismissed with costs." The question in this bare form, it was stated, had not occurred before. In another case (*Fothergill* v. *Rowland*, 29 L. T. Rep. N. S. 414) Sir GEORGE JESSEL said he did not approve when at the Bar, and does not now that he is on the Bench, of the practice of not deciding a substantial question when it is fairly raised between the parties and argued, simply because it is raised by demurrer. He thought demurring ought to be encouraged, and questions thus speedily and cheaply determined.

LAW reform is attracting attention in the Australian colonies, and a somewhat remarkable article on the subject appears in the *South Australian Advertiser* for the 30th of last September, the object being to advocate the extension of the jurisdiction of the local courts. A very extraordinary illustration of elaborate pleading is given as evidence of the desirability of encouraging the simple procedure of the local courts. The pleading in question was a declaration in the case of the *North Australian Company* v. *Blackmore*, commenced three years ago, and still unsettled. The declaration is thus described by our contemporary: "It consisted of more than 650 pages of brief paper, equal to over 1300 pages of foolscap, containing about 5000 common law folios of seventy-two words each. The cost of a single copy of this immense monument of legal art, at the ordinary rate of 3d. per folio, would amount to the trifling sum of £62 10s., and it would take fifty days to write out such a copy." "The court," we are told, "when the simple and concise statement of the plaintiff's cause of action was produced, consisted of three learned and experienced Judges. Even they were incredulous at first. They refused to believe that the

art of man, or the skill of a pleader, could manufacture such a simple and concise declaration as was presented to them. It was only the serious assurance of counsel that this formidable mass of paper was really the declaration in the action that at length convinced the court of the correctness of the assertion as to this 'question of fact.' On the trial of the cause all parties were happily spared the pending infliction of having these simple and concise pleadings read. This was dispensed with by general consent. Consequently, the trial was had without the plaintiff's own statement of his cause of action being read." Pleaders who indulge in this monstrous and antiquated form of declaring are the worst enemies of their own calling, and when the Judicature Act comes into operation it is to be hoped that conciseness and verbal accuracy will be carefully cultivated.

To the production of what documents a party is entitled at the hands of his adversary is a question of much practical importance, and there is a general principle that letters passing between co-defendants are not privileged from production though written after the dispute has arisen, and in contemplation of litigation, or even after the institution of a suit, and with a view to defence in the suit—except as to such parts thereof as contain the opinions of legal advisers consulted by the defendants: (Kerr on Discovery, 146.) A further exception was made by the case of *Hamilton* v. *Nott* (L. Rep. 16 Eq. 112), where one defendant was a solicitor, and acted as agent for the solicitor on the record to collect evidence in the suit. The letters which passed between him and his co-defendant were held privileged from production. The principle has been further illustrated by the case of *Carr* v. *New Qrelrada Company*, before Vice-Chancellor Malins on the 22nd ult., where it was sought to obtain production of correspondence which had passed between the company and their agent. The documents in question were rough notes kept, made and prepared by the agent, from which a statement was compiled for the use of an arbitrator appointed by the company on the occasion of an arbitration on the subject-matter of the suit. On the ground that the notes were compiled by an agent of the company they refused to produce them, and their refusal was held justifiable.

When our police are discovering such extraordinary capacity for false swearing and arresting harmless and unoffending people, it is some small satisfaction to find that the weakness is not confined to this country. A case recently reported from the Supreme Court of Illinois reveals a state of things in that State which we hope is not universal. Christopher Rafferty was found guilty of the murder of Patrick O'Meara, a policeman. In giving judgment in error, Judge McAllister said: "The record contains evidence tending to show that the homicide was committed by the prisoner in resisting the deceased, who was a policeman of the city of Chicago, whilst engaged, in connection with another policeman, whom he was aiding in the act of committing an illegal and wholly unjustifiable invasion of prisoner's liberty, by attempting to seize his person and take him off to prison without any authority to do so." The circumstances of the arrest strangely resemble those to which we are rapidly becoming accustomed. The prisoner, to use the Judge's own words, "was sitting quietly and peaceably by a table in a saloon, when O'Meara, the deceased, and another policeman of the name of Scanlan, came in. O'Meara immediately pointed the prisoner out to Scanlan. The prisoner, upon seeing O'Meara, addressed him in a friendly manner, asking him to take something to drink, or a cigar, which was declined." He was then told that the police had a warrant for his arrest; the deceased stood at the door to prevent his escape, and then the fatal shot was fired. There was not the slightest pretence that the prisoner had been accused or suspected of having committed any felony, or that at the time he was in the act of committing a misdemeanor or even any violation of a city ordinance. The warrant held by the police was one of several which had been signed by a magistrate in blank, to be filled up by the inspector as "emergency" required. At the trial this warrant was excluded from the attention of the jury, and upon that ground the prisoner's counsel excepted. The Court of Appeal has held that evidence of the illegal nature of the warrant was admissible, the law being clear that in resisting an illegal arrest, if death result, the crime is manslaughter—not murder.

The question of the payment of the costs of liquidation proceedings where bankruptcy supervenes is one which should be understood by practitioners, and we therefore direct their attention to *Ex parte Jeffery; re Hawes* (29 L. T. Rep. N. S. 433). There a debtor being unable to attend to his business, some bill of sale holders, with his consent, took possession of his estate, and called a meeting in order to make some arrangement with his creditors generally. Being, subsequently, apprehensive that his estate was being sold at an undervalue, he instructed his solicitor to file a petition for liquidation. A receiver was forthwith appointed, and took possession of the estate. At the first meeting, however, the proposition to liquidate was negatived by a large majority, and the next day a petition in bankruptcy was presented against the debtor, and he was adjudicated bankrupt. Thereupon the question arose as to how the costs of the liquidation proceedings should be paid. An application was made by the debtor to a County Court Judge for an order for payment of them out of the estate, but it was dismissed with costs: hence the appeal. The 292nd of the Bankruptcy Rules 1870 says "that where bankruptcy occurs pending proceedings for or towards liquidation by arrangement, the proper costs incurred in relation to such proceedings shall be paid by the trustee out of the debtor's estate, *unless the court shall otherwise order*." The Chief Judge states clearly the only circumstances under which the court should otherwise order. He said that he was of opinion that unless a corrupt and fraudulent motive could be proved against the bankrupt, the costs of the liquidation proceedings ought to be paid, and, in the particular case, the only possible motive of the debtor in filing his petition was to preserve the property for the general body of creditors. A contention was raised that liquidation by arrangement being negatived before the filing of the bankruptcy petition, the bankruptcy did not take place while the liquidation proceedings were pending. His Lordship, however, does not appear to have given any attention to this point, and the debtor got his costs of the liquidation and of the application in the court below.

The question whether not only the Croydon Court, but all County Courts within a radius of twenty miles of London should not be abolished, and their jurisdiction vested in the metropolitan courts is one of great importance, and the only objection that can be raised to it must necessarily come from those locally interested, and the meeting held at Croydon on the 25th ult. gives expression to the local feeling temperately and properly. But the public, we conceive, frequently suffer by being obliged to go into districts, carrying with them London counsel and attorneys, in cases which might with much greater convenience be tried in the City, or at Westminster or Marylebone. We suppose, however, that the argument which has been advanced in favour of maintaining the Home Circuit applies equally to the maintenance of the local courts round London. The Judicature Commission, however, has advised their removal, and, this being so, a very strong case must, we anticipate, be made out to save them from extinction. The tendency of recent legislation lies decidedly in that direction. The question of imprisonment for debt was also discussed at the Croydon meeting. On this question we think that the resolutions which were passed at the meeting, and which we publish elsewhere, call for observation. We quite agree that the power to commit to prison those who can and will not pay their debts vested in both the Judges of the Supreme and County Courts, ought to be continued, but we can see no reason for excepting from it any debtor, however much his debt or his earnings, always provided he comes within the clear and simple category of "being able, and not willing to pay;" and indeed, this is one stronger reason for enforcing payment on the humbler classes according to their ability, because to them credit is absolutely necessary at certain times of want of work, or ability to work, and it is only by the guarantee afforded by the imprisonment of the dishonest that the honest can get credit. We know of no alteration that is required in the law which now wisely rejects all questions of fraud in contracting the debts, which are left to the criminal tribunal, but resolves all cases into the simple question—is the debtor able and not willing to pay his just debts? We hope, notwithstanding, the report of the committee of last session as to the law of imprisonment for debt, that we shall not have another added to the many recent changes for change sake.

If we may form an opinion upon some observations which appear in the last number of the *Irish Law Times*, we need have little scruple in reforming the courts of law in Ireland, and abolishing the intermediate Court of Appeal. We have rarely seen so graphic a description of utter confusion as we find in the columns of our contemporary, and in order that we may not understate the case, we will give his own words: "As the courts are at present constituted," we are told, "they do not satisfy the public or themselves, either in the manner they discharge their own business, or review each other's decisions. The courts of first instance, or those which hear and decide cases of pleading and practice on the common law side of the Hall of the Four Courts, and *control* the trial and decision of questions of law and fact after their disposal at Nisi Prius, are jealous of their respective regulations, differ in their views, clash in the exercise of their respective jurisdictions, and when reviewing each other's decisions in the Court of Error, as at present constituted, "pay each other off," without much consideration or respect. When the Common Pleas and Exchequer fancy they catch the Queen's Bench at fault, they trip them up unmercifully, and when the Queen's Bench come round in their turn to take either of their former critics to task, they feel disposed to return the compliment with interest. We sometimes find great questions decided on appeal to the Court of Error, by a minority of judges overruling the decision of the majority, and the public are obliged to be content with the law thus laid down, although the reasoning, as well as the number, of the dissentients is more to be relied on. As to the courts of the Master of the Rolls and the Vice-Chancellor, on the equity side,

we are constrained to say they have each their *respective views*, and although in the main they have earned the respect and confidence of the public, yet their practice and procedure are not what the Profession and the public desire, especially in the subordinate offices attached to each." This we venture to think is a lively Irish sketch, and one in which implicit trust ought not to be placed. It is hardly credible that a number of educated gentlemen entrusted with the highest functions in the State, should administer the law according to the bias of their personal feelings. The Court of Appeal our contemporary is rather shy of, simply observing that matters there have become too exciting to be pleasant. Anything that the Legislature may do with these courts cannot assuredly make them worse than they are—if we believe the *Irish Law Times*.

THERE seems to be as much inconsistency in the decisions arrived at by the Masters sitting for the Judges at Chambers in matters relating to articled clerks' notices, as there is want of uniformity in the notices themselves. Previous to a Preliminary Examination it is necessary to give one calendar month's notice prior to the day of examination. For an Intermediate one calendar month's notice, prior to the first day of the term in which the candidate proposes to present himself for examination, is requisite. In the case of a Final Examination a clear term's notice must be given. Our last week's number contained a report of two cases determined by Masters sitting at Chambers. In the first application was made, on the 22nd ult., for leave to enter copies of an admission notice, given for Michaelmas Term last, in the Judges' books one day previous to the day appointed for admission, the rules of Hilary Term 1853 prescribing the period when such entries should be made, prior to the Term preceding that in which admission as an attorney is sought. The application seems to have been grounded on an affidavit of the applicant's ignorance of the rules, and an order was made in the terms of the application. In the second case, as reported by us, an order was solicited on the 24th ult. for leave to give to the Masters of the Queen's Bench, and to enter in the same Judges' books, a similar admission notice for the ensuing Hilary Term, and the application was refused. The anomaly is apparent. In the first case the publication for one Term of the applicant's name in the usual list must have been taken as being all that was considered necessary, and the entry in the Judges' books a matter of no consequence. In the latter, the same publication for one term in the same list, coupled with the fact of the entries standing in the Judges' books for a period of nearly two months prior to admission, does not suffice, notwithstanding the statement on oath of the applicant that he had been led into the error of not giving his notice in due time, by supposing that a similar notice to that required in the case of an Intermediate Examination was all that was necessary. We commend these cases to the consideration of the various Articled Clerks' Societies in London and the provinces.

LIBELS IN NEWSPAPERS.

THE case of *Gilbert* v. *Enoch*, recently tried before Mr. Justice Brett, seems to have attracted a somewhat undue amount of attention, as if some novel principle had been established, or the old principles applied in some new manner. The alleged libel was contained in a criticism on a comedy, the criticism amounting to this: That the play was coarse, vulgar, and indecent. What did Mr. Justice Brett tell the jury? First, that however hostile in spirit and wrong as a criticism—rather a loose expression, we think—if it does not travel away from the work to slander the author, it is no libel. If the criticism goes beyond the work, and attributes to the composer some conduct or motive which, if truly imputed, would in the eyes of reasonable persons of right sentiment, cause a feeling of hatred, ridicule, and contempt for him, it is a libel. *Bona fides* and honest belief in its truth are then immaterial. What is there in this which was not already established law? Was it not said, in effect, by Lord Ellenborough, when he directed the jury, in *Tabart* v. *Tipper* (1 Camp. 351), thus: "That publication I shall not consider as a libel which has for its object, not to injure the reputation of any individual, but to . . . expose a vicious taste in literature, or to censure what is hostile to morality?" And further on, "Reflection upon personal character is another thing. Show me an attack on the moral character of the plaintiff, or any attack upon his character unconnected with his authorship, and I shall be as ready as any Judge who ever sat here to protect him." Or what did Mr. Justice Brett say which was not in effect said by Lord Tenterden in *Macleod* v. *Wakley* (3 C. & P. 313)? "Whatever is fair and can be reasonably said of the authors of works, or of themselves as connected with their works, is not actionable unless it appear that, under the pretext of criticising the works, the defendant takes an opportunity of attacking the character of the author; and then it will be a libel." We do not, however, wish to detract from the admirable clearness and conciseness of Mr. Justice Brett's direction, which gives us the law applicable to the case under consideration in terms not to be misunderstood.

There is a feature in the case apart from the direction which is of some interest and deserves discussion. In the action of Mr. Dixon against the *Pall Mall Gazette*, if we remember rightly, references to other criticisms which has reviewed his book favourably were held inadmissible. In the action of Mr. Gilbert against the same newspaper the line pursued in criticising his previous plays was adverted to to support the suggestion that the critic had been actuated by malice, and this was allowed. The principles upon which matter other than that constituting the libel is admitted has been more than once discussed, and it is clear that such matter should be accepted with great caution. Chief Baron Pollock, in *Darby* v. *Ouseley* (25 L. J., Ex., at p. 229) says: "The rule is that other paragraphs or passages of a document put in by the plaintiff are to be read as part of his evidence, if they are connected with, or construe, or control, modify, qualify, or explain the passages which have been read by the plaintiff; but that was not the case in the present instance. Not only was the article an entirely distinct one, but it did not at all interpret, modify, or explain the passages put in by the plaintiff, and it was entirely irrelevant to it; except that it related to the plaintiff, it was upon a different subject." From this it would seem that in order to entitle a plaintiff to put in anything besides the article complained of, to give colour to it, it must not only refer to him but be relevant to the subject matter; and if it is sought to prove malice by such other publication it must directly affect the alleged libel. "The subsequent article put in by the plaintiff," said the Chief Baron in *Darby* v. *Ouseley*, "was only admissible as evidence of malice, and the passage proposed to be read for the defendants could not be deemed part of that evidence, because it did not at all affect it." In that case the plaintiff's counsel, in order to show actual malice, put in a number of the defendant's paper subsequent to that containing the libel. The defendant's counsel proposed to read as part of the plaintiff's evidence a paragraph in the same paper referring to the action which had then been commenced by plaintiff, but Mr. Justice Willes, not considering that such paragraph was one in any degree mitigating, modifying, or explaining the article put in as evidence of actual malice, ruled that it was not to be read as part of the plaintiff's evidence.

We think it may be contended, therefore, that, in strictness, the fact that in previous articles a newspaper has pursued a course apparently inimical to an author, ought not, unless actually affecting the subject-matter complained of, be admitted as evidence of malice. But publications subsequent to the article complained of may be taken together with it so as to prove malice. Malice, in strictness, is a question of law upon the libel itself, and the libel must be taken in connection only with anything subsequent which controls, explains, or aggravates it.

The course which has been pursued in connection with the case of *Gilbert* v. *Enoch* is somewhat extraordinary, and one which we think ought not to be encouraged. Although the jury found both parties innocent of any offence, Mr. Gilbert has resorted to the newspapers to reiterate his charge against the *Pall Mall Gazette*, and the *Pall Mall Gazette* has printed its justification, saying in effect that the jury were not warranted in adding anything to their verdict, and that what they did add—namely, that the play was innocent and inoffensive—was untrue. The press generally seemed highly pleased with the verdict and the expression of the jury, and we think both parties might well have rested content. As it is, neither party is satisfied; even the *Pall Mall*, which has the verdict, quibbling concerning the observations of the jury. Obviously juries would do well to remember the privilege which Mr. Justice Brett reminded a jury a few days since that they enjoy, of giving no reasons for their verdict. The *Pall Mall* is now seeking to prove that the jury were wrong in saying that the play is innocent, and certainly it would seem that if the play is innocent, the criticism was a libel. Trial by jury will be worth very little if the litigation is to be prolonged in the columns of the press. And, as a rule, comments by a litigant upon his own case are dangerous. (*Strauss* v. *Francis*, second action.)

THE ESTATES OF PARTNERS IN BANKRUPTCY.—I.

NUMEROUS cases with reference to the administration of the estates of partners in bankruptcy, show clearly enough that the subject is not without difficulty, and it is desirable that the established principles of the bankruptcy law with reference to it should be well understood. We will first consider what is joint estate.

A good illustration of the questions which may arise as to what is joint and what separate estate, is furnished by *Re Rowland and Crankshaw* (L. Rep. 1 Ch. App. 421). The arrangement there was this. Crankshaw was to employ Rowland as his traveller and superintendent for fifteen months; Rowland to purchase goods for Crankshaw without commission, and to receive a salary of £150 a year, and 10 per cent. on the profits remaining after deducting the salary; the business to be carried on under the firm of Rowland and Co.; and that at the end of the fifteen months a partnership should be formed between them on certain terms. In the March previous to the July at which the partnership was to be entered into, Rowland was adjudged bankrupt, and on the day following Crankshaw was also adjudged bankrupt on a separate petition. The question arising on the appeal was whether there was any partnership—whether

the estate was not all the separate estate of Crankshaw. Lord Chancellor CRANWORTH said, "When two partners are bankrupts, all the property must go in payment of all the creditors. In the administration of bankruptcy it has been the object from the earliest times to apportion the estate as fairly as possible between the joint and the separate creditors. There is often much difficulty in doing this satisfactorily, but some rules have been clearly laid down, for instance, that the joint property pays the joint creditors and the separate property pays the separate creditors." His Lordship then held that as Crankshaw suffered Rowland to trade in the name of the firm, any persons trading with him were entitled to say that Rowland and Crankshaw were the persons with whom they dealt, and that the goods were joint goods.

In the next place, assume that there is a partnership but no joint estate. The law is clear that the joint creditors rank as separate creditors against the separate estates of the respective partners; but the existence of any joint estate, however small—and though it appear that after payment of costs there will be nothing to distribute—prevents the joint creditors from proving against the separate estate. Yet, if the joint estate is so situated that it cannot be made available for the payment of the creditors, it will be regarded as though it did not exist.

There being a partnership clearly established, the next important consideration arises where one partner only becomes bankrupt. As regards the separate estate of the bankrupt partner, the rule is that until separate creditors are satisfied, joint creditors cannot prove against it. They may, however, prove under a separate adjudication, and may vote at any meeting of creditors. There are some exceptions to the general rule which are thus stated by Mr. Robson: If a joint creditor obtains a separate adjudication against one partner, he will be allowed to prove in competition with separate creditors, on the ground that as the adjudication is for their benefit, and he is precluded by petitioning from suing for his own debt, it would be inequitable not to let him come in with the separate creditors. And this privilege will be allowed to the petitioning creditor although the bankrupt may be separately indebted to him in an amount sufficient to sustain the adjudication. It will also be allowed, although as to part of the dividends received, the petitioning creditor may be a trustee for a joint creditor who, according to the general rule, could only prove as a joint creditor.

The operation of the rule prohibiting joint creditors from proving against the separate estate, was discussed by the Lords Justices in *Lacey* v. *Hill*; *re Bailey's Claim* (28 L. T. Rep. N. S. 86), in which Lord Justice James recognised the "number of nice and complicated questions arising from the rules in bankruptcy as respects joint and separate estates." His Lordship observed that "the rules which have been laid down are rough rules of justice, because some rule must be laid down for the purpose of keeping joint and separate estates distinct, and for paying the joint and separate creditors out of the one and the other." Before noticing the point in that case, it is necessary to look at *Ex parte* Topping (12 L. T. Rep. N. S. 3) which dealt with the right of a co-partner to prove against the estate of his insolvent partner. That is an important question, as affecting the rights of creditors, and Lord Westbury said that the established rule that a co-partner cannot be admitted to prove against the estate of his partner until the joint debts are satisfied, was intended for the benefit of joint creditors: and in cases where that intention fails, and the joint creditors are not benefited by the operation of the rule, the rule itself will cease. And he held that where the estate of a co-partner could not by possibility yield a surplus, the partner was entitled to prove—as he would not be thereby paying himself out of money which might be due to the joint creditors. *Lacey* v. *Hill* is the converse of the above, in which it was sought to take from the separate estate of an insolvent partner to pay the joint debts of the firm. A. was a partner in a banking firm, and on his becoming treasurer of a board of guardians, his partner B., and C. who was not a partner, became his sureties. The bank stopped payment, and A. died three days afterwards, and a suit was instituted in Chancery to administer his estate. The other partners in the firm were adjudicated bankrupts. A.'s joint and separate estates were both insolvent, but B.'s separate estate was solvent. When the bank stopped payment over £5000 was standing to the credit of the guardians. C. paid this amount in full, and was repaid a moiety of it out of B.'s separate estate, having previously been admitted to prove in the Chancery suit for the whole £5000. He also proved against the joint estate of the firm for the second moiety of the £5000. The trustee in B.'s separate bankruptcy sought to prove against A.'s separate estate for the moiety of the £5000 repaid to C. out of B.'s separate estate, but the Lord Justices refused the application on the ground that in reality the partnership received the money and owed it to the guardians. Lord Justice Mellish said that there was "a sort of joint and several liability." And here we get at the third class of partnership bankruptcies. First, we have a partnership bankrupt with and also without joint estate; secondly, one partner only bankrupt; and thirdly, the partnership bankrupt and a contest between separate estates of different partners over what is a "joint and several liability." As to this third head Lord Justice Mellish said: "It would be a violation of every principle of equity that the joint estate, whose default was the origin of the whole difficulty, should get from the private estate of one of the partners that which would be to the prejudice of the separate creditors of that partner, and thus to enlarge the funds of the joint estate which has already received the whole of the guardians' balance."

TITLE TO AND TRANSFER OF LAND.

ALL attempts to render the transfer of land inexpensive and the title to it more secure, have hitherto signally failed. Several of our most learned lawyers have tried to unravel the difficulty, but with different degrees of non-success, and the existing system of land registry is a farce played at a cost of ten times the fees received.

Why have there been so many failures? Do the present body of landowners hope to keep their number select by allowing the cost of obtaining the article to be far heavier than there would seem any occasion, and by keeping up the wholesome dread that a person who has bought and paid, probably dearly, for land has to run the risk of some one turning up with a better title to it than he has obtained? We think no cost nor dread of the kind will prevent people buying land when they can get it, although it is in most cases one of the worst pecuniary investments to be obtained, the return upon the outlay being in most cases less than it would have been had the money been invested in Consols.

There are two matters to be solved—one, the title of the holder is to be made quite secure; and, two, the mode of transfer is to be simplified. Everyone who has had experience in conveyancing knows that in every large property a great number of persons, born and unborn, are interested, and that it sometimes happens that a person whose name has been inserted in the settlement as a remote beneficiary, comes into possession. In all large settlements, the husband, the lord of the soil, has a life estate, his wife a jointure secured by a term of years given to trustees; then the eldest son has an estate given to him which he is capable of converting into absolute ownership, but which, if he allows matters to remain, will devolve on his eldest son, and so on *ad infinitum*. Younger sons and daughters are provided for by means of the term of years, under which the trustees can raise portions by a sale or mortgage. The property, in case there happens to be no children, is then generally settled upon the brothers and the other remoter relations of the lord and their children, estates for life only being given to persons in existence, to whom are also given powers of jointuring wives and portioning children.

To make the title to landed property quite secure, one of two steps must be taken; either all limited estates, and the power to create new ones, must be swept away; or else, which appears more rational, there should be two kinds of estates as at present, viz., legal and equitable estates; the former should always be absolute, with full powers of selling, letting, and otherwise dealing with the land, without the slightest reference to the interest of any person beneficially entitled. The equitable estate should, subject to dealings therewith by the person in whom the legal estate is vested, entitle the beneficiaries to the enjoyment of the property and the rents and profits; but as regards the land itself, the beneficiaries should have no estate or claim, except whilst it is held by the trustee. In the event of any dealing with the property of which the beneficiaries disapproved, they should, except in the case of actual fraud, have a remedy only against the trustee personally.

To simplify the transfer of land, registration is absolutely necessary. A registration of dealings, as at present in force in Middlesex and Yorkshire, is totally useless for the purpose, the sole object there being to prevent fraudulent dealings, and the effect being to increase the expense of each transfer. What is wanted is a system by which it can be shown at once who is the person legally entitled to sell and to confer an indefeasible title, and this can only be done by a compulsory system of registration, under which all land will appear, together with the name of the person authorised to sell.

Such a system, although expensive, would not be impossible. In cases where land is settled, the trustees should be entered as the owners; and where there are no trustees, the person or persons to be so entered should be the nominee or nominees of the tenant for life and remainderman.

To prevent expense there should be two registers, one provisional, the other absolute. To get placed upon the latter, an applicant should prove that he, or the person or persons for whom he is a trustee, had or have a saleable title, or that he has been upon the former register for five years, and no steps have been taken to remove his name. To get placed upon the former register, an applicant should prove that he or his beneficiary has a *primâ facie* holding title.

Registration appears to us to be principally a question of expense. Should the public bear it or should the landowners? The object of registration is to make titles more secure and easier of transfer, and the practical effect will be to increase the value of land by at least the amounts now paid by the seller and purchaser, for the expenses of the transfer, less a certain per centage, which will be payable upon future transfers.

What matters it to the large majority of landowners that they may get short and absolute titles to their properties, under which they can easily deal with them, when their present titles are matters of public notoriety. Their ancestors have held the lands for ages, and their fondest wish is to keep them in the family. Instead of making lands more saleable, they would prefer a law of perpetual entail, and in the absence of such a law they do all in their power to prevent a sale, by prevailing upon their eldest sons, at the earliest convenient opportunity, to resettle the land. And, again, other persons have bought land with a desire to found families, and they do not wish to have it sold or made easily saleable.

To whom, then, would a system of registration be acceptable? Not to the public who hold no land, for the selling value of land would be proportionately increased; nor to the ordinary holder of land, because of the expense of registration. The only persons who would derive advantage are the owners of building estates and land jobbers. Why should the public be taxed for the benefit of these individuals, or why should all landowners be put to a heavy expense in registering because the system will be beneficial to a few of their number?

If the public are not to be benefited by registration, it seems only fair that they should not have to bear the expense of it, and it seems hard to throw the expense upon the landowners, who can have no delight in the results of the scheme. If, however, it be considered that the public will be benefited, they have clearly a right to demand that the system shall be compulsory, and, therefore, more likely to be self-supporting.

The question appears to be one for the landowners to settle amongst themselves. If they want to feel more secure in their titles, than they do at present, or to feel that they can transfer their property more quickly and inexpensively than they are at present able to do, they have only to speak out, and, doubtless, a satisfactory system will be soon brought forward; but in coming to any determination, they must bear in mind that the preliminary expenses of any system of registration will necessarily be heavy, and will fall upon themselves.

CONTRACTS BY MARRIED WOMEN AFFECTING REAL ESTATE.

[COMMUNICATED BY A SOLICITOR.]

IT is laid down in the last edition of Chitty on Contracts (1871, p. 179) that where an estate is devised to a woman in trust for sale, and she afterwards marries, she cannot, during the coverture, bind herself by contract to convey the estate so devised to her in trust. This doctrine is founded upon a case decided by Vice-Chancellor Giffard in 1868 (*Avery* v. *Griffin*, 18 L. T. Rep. N. S. 849; L. Rep. 6 Eq. 606), and it will be necessary to note the leading points therein in order to correctly interpret this doctrine of disability. There were three trustees with power to sell real estate, and one of them at the date of the will was a spinster. Before the exercise of the power the spinster married. The two other trustees and the married trustee, with her husband, gave to a solicitor ordinary verbal instructions to sell the trust estate by auction; and he accordingly entered into an agreement with the purchaser, as agent of the vendors, in the usual form, though the married trustee and her husband had not conferred upon him express authority to sign the agreement on their behalf. The vendors discovering that the estate had been sold at an under value, repudiated the agreement for sale on the ground that one of the trustees had become since her appointment a married woman, and therefore incompetent to act; and alleging that there was consequently no contract of sale with the purchaser. The purchaser filed a bill to enforce his contract, but the Vice-Chancellor held that he could not obtain specific performance of it upon the ground that "a *feme covert* could not bind himself by contract to convey an estate devised to her in trust for sale." This important judgment, couched in such general language, is somewhat ambiguous, and at first sight one is inclined to suppose that the Vice-Chancellor had regard to the facts of the particular case upon which he was adjudicating, and more particularly as neither the married woman nor her husband were express parties to the contract. The LAW TIMES reporter seems to have adopted this view, for in the Notes of New Decisions on Conveyancing (22nd Aug. 1868), referring to this case, he says: "It was objected that the contract was void because the husband of the married trustee had not assented to it, and so it was held." The *Law Journal* reporter, in his note of the case, says: "Bill for specific performance against trustees one of whom was a married woman, dismissed, as the *feme covert* could not bind herself by contract to convey."

In this state of uncertainty as to the effect of the Vice-Chancellor's judgment in *Avery* v. *Griffin*, it becomes necessary to refer to other cases. *Nickoll* v. *Jones* (15 L. T. Rep. W. S. 383), before Vice-Chancellor Wood, bears upon the question. There a compromise was entered into between the plaintiff and defendant in a probate suit, and an agreement signed by plaintiff and by one of the defendants, the husband, "for himself and wife," and by A. B. "as attorney for the wife." Interest in land of the wife was affected by the agreement, and though it had been made a rule of court, the Vice-Chancellor said the agreement could not be enforced because it was not acknowledged by the wife. The reporter's note is as follows: "No contract entered into by a married woman with a person who knows her to be married otherwise than by deed acknowledged, or by some act in court in which she is put at arm's length from her husband, can bind her real estate, even though she has for a long time led the other party to believe that she will abide by such contract, and he has on the faith of such belief irrevocably abandoned valuable rights." In the course of his judgment the Vice-Chancellor said, "The law had pointed out one way, and one way only, in which a married woman could bind her rights in real estate." This case disposes completely of the supposition that the element wanting in *Avery* v. *Griffin* was the consent of the husband. But there is the case of *Wilkinson* v. *Castle* (18 L. T. Rep. N. S. 100), decided by Vice-Chancellor Stuart, whose decision was affirmed by the Lords Justices on appeal, which seems to set at rest any ambiguity as to the effect of *Avery* v. *Griffin*. During coverture the wife became devisee in fee of certain property. The husband and wife entered into an agreement between themselves of the one part, and the purchaser of the other part, for the sale of the property. The agreement was signed by the husband and wife, and by the purchaser. There was some delay in preparing the conveyance deed, though the purchaser got into possession of the property, and the husband and wife sold through another solicitor to a third person and conveyed by deed acknowledged. The second purchaser filed a bill against the first purchaser in possession, praying for a declaration, that he was entitled to the property in question; the defendant set up his agreement claiming a prior equity; but it was held by the Vice-Chancellor, and also on appeal, that as he knew he was contracting to purchase the wife's estate, he took nothing under the agreement, and could not even compel the husband to convey his interest and receive an abated price. The defendant's counsel admitted that he could not ask for the performance of the contract so far as it affected the wife's fee simple, but only to the extent of the husband's estate by the curtesy. And in the judgment the Vice-Chancellor remarked "that the defendant claimed by an agreement of which it is impossible that he could obtain a decree for specific performance."

It would seem, therefore, that the ground of the decision in *Avery* v. *Griffin*, is based not upon the non-compliance with the 4th section of the Statute of Frauds, nor upon the fact of the husband not being an express party, but upon the doctrine that when a *feme covert* and her husband enter into a contract to convey her real estate, such an interest in land passes to the contractee, as to contravene the provisions of the Statute for the Abolition of Fines and Recoveries.

This appears to be a subject which has not received at the hands of the Profession the attention which it deserves. It is a matter of constant occurrence that the solicitor of a *feme covert* vendor goes to a sale and signs the contract as her agent in the ordinary form, and the purchaser's solicitor is content therewith. Where a husband and wife entitled in her right, or trustees, one of whom is a *feme covert*, seek to sell real estate, it is seemingly advisable to have executed when practicable, a conveyance upon trust to sell duly acknowledged by the married woman, but it is not quite clear what course should be taken in the case of those instruments where it has been held that there is no power to delegate a trust for sale.

LAW LIBRARY.

The Statutes Revised. Vol. IV., from 41 Geo. 3, to 51 Geo. 3, 1801-1811. London: EYRE AND SPOTTISWOODE.

THIS volume covers only ten years, but the chronological table preceding the text shows how vast an amount of cumbrous matter has been got rid of by the revision. The work is printed in the same admirable manner which has characterised the publication.

NOTE.—A continuation of the Specimens of Codification of the law of *Marine Insurance* will be found under "MARITIME LAW."

SOLICITORS' JOURNAL.

THE Legal Practitioners' Society, whose advertisement appears in our issue of to-day, seems to have somewhat altered its tactics. The "defining the rules of etiquette of the Profession, and reducing them to a written code," viewed from a practical point of view, we certainly considered a reform (if the proposal can be so designated) not likely to be accomplished, and if accomplished hardly likely to produce very much good. Insofar as we can gather from the advertisement, this seems, at all events for the present, abandoned as one of the objects of the society. Then again, the "placing the government of the Profession on a sound representative basis;" this seems to have disappeared as an object of the society. As to this, no doubt in both branches there is much room for improvement, especially as regards the Bar; but the society would most assuredly find its work "love's labour lost," if it attempted such a reform without the hearty co-operation of both governing bodies, and both branches of the Profession. The society is one which in our opinion solicitors will do well to support, the main objects now being to bring about a fairer adjustment of the relations of the two branches of the Profession and to protect the Profession against the depredations of unqualified men. While such are the aims of the society it deserves, indeed commands, the support of the entire Profession. It may be that the society will resolve itself into two branches, one to represent the Bar and the other solicitors, each having separate committees, and acting to a certain extent independently the one of the other, but conferring together when mutual interests are concerned. This may be desirable, but we do not think there is at present in the two branches that feeling and disposition which will secure such a condition of things as one of the results of the present movement. No doubt solicitors have far the greater interests at stake; they have to work the amalgamation of the two principal societies—the Incorporated Law Society, and the Metropolitan and Provincial Law Association—and they have to secure the further representation of the interests of solicitors by the establishment of properly organised local law societies working in conjunction with the chief society. The Legal Practitioners' Society should make the accomplishment of this one of its objects, for by this means it would probably relieve the society from further labour in putting a stop to the depredations of unqualified persons, which all the established societies ought to do their utmost to suppress.

THE complaint of a London firm of solicitors, which we published in our last issue, upon the subject of the charge of 6d. per folio for copies of affidavits issued from the chambers of the common law judges, will not, we hope, pass unnoticed. We have searched in vain to find when, and under what circumstances, the charge was increased from 4d. to 6d., and at what time the taxing masters recognised such payments as correct in bills of costs. There is no reason why the charge per folio for these copies should be greater than that allowed to the Profession for the same work. Moreover, the charge for such work in the Court of Chancery is to this day only 4d. per folio. Where an affidavit is long—and there are many of them—this charge operates as a wholly unnecessary tax upon suitors.

MANY of our readers are probably unaware that ever since the system of examinations, by the members of the council of the Incorporated Law Society, for admission on the roll of attorneys, was instituted, it has been usual for the council to dine together after each examination. The usual dinner recently took place in the hall of the Society in Chancery-lane, Mr. G. H. Janson, the president, in the chair. Among the visitors present on the occasion were Vice-Chancellor Hall, the Attorney-General, Mr. J. G. Talbot, M.P.; the Town Clerk of the City of London, the City Remembrancer, and numerous members of the Society, including those who filled the office of scrutineers at the recent election to fill vacancies on the council.

THERE seems to have been some considerable doubt until very recently as to whether a summons for leave to plead several matters was necessary, in the case of one of several pleas being that of payment into court. We understand that the masters have lately met and deliberated upon the question, and it is said that they have decided that the summons is unnecessary in cases where the doubt only arose in consequence of the plea of payment into court.

WE have received numerous letters from solicitors upon the subject of the statements made by more than one speaker, at the recent meeting of members of the Profession, to establish "The Legal Practitioners Society" in reference to the amalgamation of the two branches, we are authorised and requested to say that this is not, and never has been, for a moment in contemplation by the promoters of the society in question, who are entirely opposed to it.

WE express no opinion on the alleged misconduct of Mr. Pollard, of the Treasury, as reported in last Monday's papers, *re The Tichborne* trial, but we may observe that that gentleman, though in many of the daily papers described as one of the assistant solicitors to the Treasury, or words to that effect, is in fact not a certificated solicitor at all. As our readers well know, the so-called solicitor to the Treasury is a Queen's Counsel, and many of his subordinates are barristers, but we are not aware that Mr. Pollard is otherwise than simply one of the clerks of the department.

WE think it high time that the form of subpœna should undergo some alteration. The necessity for inserting at least two names as witnesses is not justified by modern requirements. It seems almost absurd that, in order to comply with this, solicitors should be obliged and permitted to insert a fictitious name where the subpœna is, in fact, only required for one witness.

A SOLICITOR writes to us to say that he knows of a case in which a City House Agent in a very large way of business is in the habit of preparing leases in such numbers that it is a source of income to the extent of hundreds of pounds a year, and that on a lessee's informing him what his, the lessee's solicitors would charge for preparing a lease, the land agent invariably replies that he will get it done for so many guineas less. The same solicitor assures us that, having lately instituted proceedings to enforce specific performance of a contract, being an agreement for lease prepared by the land agent in question, he was, owing to the imperfect way in which the document was prepared, compelled, under the advice of counsel, to abandon the proceedings and pay costs. We hope that our correspondent will feel it his duty to bring the case under the notice of the council of the Incorporated Law Society, for it is so serious and flagrant an offence against sects. 59 to 64 of the last Stamp Act and other earlier enactments, that we feel convinced the council will see the necessity of taking steps to enforce payment of the penalty or penalties. We certainly think that the term "instrument" used in some or one of these sections ought to, though it does not, include the preparing of wills, agreements under hand only, and powers of attorney. In all probability a not inconsiderable portion of leases in connection with property in London are prepared directly or indirectly by the large firms of land agents. We commend this matter to the consideration of the "Legal Practitioners' Society."

A FIRM of solicitors send us the following letter and the subjoined notice: "A poor widow in this town is being pestered with printed papers (similar to the one mentioned in the LAW TIMES of 1st Nov., p. 2), as to payment of a debt due to some person whose name is not disclosed, neither the amount of debt due, and intimating that if the debt be not paid within three days from the receipt of the paper, steps will be taken to obtain a warrant of execution against her goods, or a warrant of imprisonment for contempt of court. As no notice has been taken of the former papers, the inclosed form has now been sent to her. The woman is not aware that she has ever paid instalments towards the liquidation of any debt. If you, as the Editor of the Solicitors' Department, think fit in the interest of the Profession to give publicity to this paper, you can do so":

THE UNITED KINGDOM MERCANTILE OFFICES, LONDON.
Arrear Notice.

Sir,—The instalments towards payment of the debt due by you, as per payment paper in your possession, being in arrear, it is necessary to intimate that payment of all instalments due must be sent here by Tuesday next, otherwise steps for immediate recovery of the entire claim and expenses will proceed on the following day. We are, your obedient servants,

A. B. and Co. (Accountants).

Sevenpence added to the amount due, being the expense of this notice.

THE following law lectures and classes are appointed for the ensuing week in the hall of the Incorporated Law Society: Monday, 8th, Class Conveyancing, 4.30 to six o'clock; Tuesday, 9th, ditto; Wednesday, 10th, ditto; Friday, 12th, Lecture, Common Law, six to seven o'clock. Students are not admitted after lectures have commenced.

NOTES OF NEW DECISIONS.

ADMINISTRATION — MINORS — NEXT OF KIN OUT OF THE COUNTRY—GRANT TO FIRST COUSIN.—The sole next of kin of the minor children of a deceased intestate were two uncles, both of whom had been absent from the country, and had not been heard of for many years. The minors elected a first cousin as their guardian, and the court, under the circumstances, made the grant to him, without citing the next of kin: (*In the Goods of Burchmore*, 29 L. T. Rep. N. S. 377. Prob.).

ADMINISTRATRIX — WIDOW RECEIVED HER MOIETY OF ESTATE—20 & 21 VICT. c. 77, s. 73.—An intestate dying in India, the government, in whose service he was, paid a moiety of his estate to his widow, and transmitted the other moiety to this country, to be distributed among his next of kin here. The court granted administration under the 73rd section to the representatives of the next of kin, limited to this particular sum of money: (*In the Goods of Hughes*, 29 L. T. Rep. N. S. 377. Prob.).

PRACTICE — INTEREST ON JUDGMENT FOR COSTS IN THE CAUSE—HOUSE OF LORDS—INTEREST UPON COSTS IN.—Where the judgment of a Superior Court is affirmed, with costs, in the Exchequer Chamber, and such decision of the Exchequer Chamber is subsequently affirmed, on appeal, by the House of Lords, who order the costs incurred by the successful party, in respect of the appeal, to be paid to him "the amount thereof to be certified by the Clerk of Parliament," the Superior Court has power to allow interest only on the sum for which judgment was originally signed in such Superior Court, for such time as execution has been delayed by the proceedings in the appeals to the Exchequer Chamber and the House of Lords, that is for the period between the date of the original judgment and its final affirmance by the House of Lords; but it has no jurisdiction or power to give interest on the costs incurred in such appeal. So held by the Court of Exchequer (Kelly, C.B., and Martin and Pigott, BB.): (*Lancashire and Yorkshire Railway Company* v. *Gidlow*, 29 L. L. Rep. N. S. 399. Ex.)

WILL—CONSTRUCTION—CHRISTIAN NAMES—NO LATENT AMBIGUITY—PAROL EVIDENCE NOT ADMISSIBLE.—A testatrix gave "to her niece Laura, the second daughter of her brother John Webber," certain chattels. In a subsequent part of her will she gave to "each of her neices, Laura Webber" and others, £50: and almost immediately afterwards "to each of her nieces, the said Laura Webber" and others £100: and divided her residuary estate equally between "the said Laura Webber" and three others. Testatrix had two nieces, one named Laura, the second daughter of her brother John, and the other named Laura Frances Tonkin, the daughter of her brother William. Held, that the testatrix having once clearly and accurately described her niece Laura, as Laura "the second daughter of her brother John," whenever she mentioned "her niece Laura" afterwards, she must be presumed to have meant the same person: there was consequently no latent ambiguity, and parol evidence was therefore not admissible to show which of the two nieces was meant: (*Webber* v. *Corbett*, 29 L. T. Rep. N. S. 365, V.C. M.).

FOREIGN PROCESS—PRIMA FACIE VALIDITY — TRESPASS — MALICIOUS ACTION.—Defendant entered into a charter-party with plaintiffs' agent for the voyage of plaintiffs' ship to Philadelphia, and advanced money in London to the agent upon his personal liability. Being unable to obtain payment he applied to and was refused by the plaintiffs, and he then directed an attorney at Philadelphia to proceed against the freight there upon the ship's arrival. Accordingly a writ of attachment, purporting to have issued from the District Court of Philadelphia in an action by the defendant against the plaintiffs, was served upon the captain, and the ship was seized. The captain paid the money under protest, but no steps had been taken in the action nor in resisting the attachment by the present plaintiffs. They now sued for trespass and conversion of the ship, for malicious process against the ship for a false claim, and for money received by defendant to plaintiffs' use. No evidence was adduced concerning the validity of the writ of attachment according to American law. Held, that by the comity of nations the process of foreign courts should *prima facie* be assumed to be valid; and that therefore the plaintiffs, not having obtained a favourable termination of the proceedings at Philadelphia, could not recover from the defendant: (*Taylor* v. *Ford*, 29 L. T. Rep. N. S. 392. Q. B.)

TWO MODEL ACTIONS AT LAW.

THE two cases which we cut from the *Times* and print below, are perhaps unfortunate specimens of the business of the common law courts. In one of them a bad case seems to have been made infinitely worse by the conduct of the counsel engaged for the defence, on which we add no comments to those of the learned judge:—

COURT OF COMMON PLEAS.

MONDAY, DEC. 1.

(Before BRETT, J. and a Common Jury.)

GOFF *v.* LOVEGROVE.

Higgins was for the plaintiff; *Huddleston*, Q.C., *Willis*, and *Fullarton* were for the defendant.

This was an action brought to recover from the defendant certain chairs, which the plaintiff said were his. There was a count for slander, the words said to have been uttered accusing the plaintiff of theft and other acts of misconduct.

It appears that, the plaintiff having bought some chairs, the defendant came to his place of business with a van and an officer, said they were Government chairs, used the language complained of, and took them away. A man named Collins, from whom the plaintiff had bought these chairs, was arrested; an investigation was made at Slough, and he was committed for trial at Aylesbury. Eventually Collins, who was the defendant's servant, was convicted of stealing chairs, and sentenced to twelve months imprisonment. The chairs were marked "Lovegrove, Slough," and some of these marks had been obliterated.

The defence was that they were chairs made for Government, that Collins had stolen them, and that the plaintiff, well knowing that they were stolen, had bought them from him. The plaintiff, who admitted that he had been, in 1871, sentenced to eighteen months' imprisonment for receiving stolen goods, was cross-examined at great length by Mr. Huddleston, but in the midst of his cross-examination,

The learned JUDGE suggested that Mr. Huddleston should wait and see what Mr. Higgins would ask the plaintiff, and what further proof he would give.

That learned gentleman called the plaintiff's wife, and closed his case.

BRETT, J., addressing the jury, said—Gentlemen, can you trust these witnesses?

After some consideration, the Foreman said—No, we cannot.

Higgins then elected to be nonsuited.

BRETT, J.—Such being the case, I must express my opinion, which is, that a more impudent action never was brought. The man is just out of prison, and he brings an action simply because Collins was not actually tried on the indictment for stealing chairs sold to him, the plaintiff having been found guilty previously on a charge of stealing property sold to some one else. It was not necessary to proceed on another charge. Not only is there no ground for this action, but it is a most impudent proceeding altogether.

The plaintiff was then called.

The defendant at once rose and said he was ready to take any further proceedings against the plaintiff which his Lordship might advise.

BRETT, J. replied that it was no part of his duty to give advice. In the course of the trial it was proved that the plaintiff had bought the chairs at a very low price from a cart or van having the defendant's name on it, and he and his wife both said it was a common custom in the trade to buy chairs from a van, and that they had often done so before. The plaintiff also said that he should give no more for picked out or selected chairs than for chairs rejected by the Government.

Tuesday, Dec. 2.

(Before HONYMAN, J., and a Common Jury.)

TURNER *v.* HAZELL.

Shaw and *Holl* were for the plaintiff; and *Frith* for the defendant.

This was a case partly heard yesterday. It was an action to recover a sum alleged to be due from the defendant to a surgeon for fees, medicine, attendances, and consultations. It was said that the defendant had been injured in a railway accident, and that the plaintiff had agreed to charge him nothing, and to look to the Company for his remuneration. The now defendant, however, was nonsuited in his action against the Company, but he said that the now plaintiff had urged him to go on, and not to settle, as he should charge him nothing. His attorney also had, according to the defendant's statement, agreed to conduct the action gratuitously, but he had since "put in an execution and swept away all his property." The plaintiff of course denied that he had ever entered into any such agreement as the defendant set up.

On cross-examination, the defendant said that he did not believe that the jury in the action against the railway company said that he was not in the accident at all, or that he told the late Chief Justice Bovill that he was a returned convict. He admitted that he was asked some questions, but he did not know whether a warder from the hulks and two gaolers were shown to him. There were four gentlemen who stood up, and he was asked if he knew them, but he said that he did not. He thought it would be the counsel to the company who asked him if he was a returned convict. After several more questions from Mr. Shaw, the defendant said, "You have got a dirty client, and you are asking dirty questions, and I will not answer them."

On this the jury said they were quite satisfied, and after some discussion found a verdict for the plaintiff for the amount claimed.

Shaw applied for immediate execution, on which *Frith* said, "They are welcome, if they think they can get anything."

In the course of the present trial the learned Judge repeatedly remonstrated with the defendant's counsel for his mode of conducting the case, and on reference being made by him to passages in his own speech for the defence, his Lordship said he should not forget that speech to his dying day.

Verdict for the plaintiff, with immediate execution.

HEIRS-AT-LAW AND NEXT OF KIN.

MORLEY (Geo.), Gainsborough, York, landed proprietor. Next of kin to send in by Dec. 20, at the chamber of V.C. M. Jan. 8, at the said chambers, at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

CHARMAN (Hannah), widow, and CHARMAN (Thos.), gentleman, both of East Grinstead, Sussex. £122 1s. 9d. Three per Cent. Annuities. Claimant, said Thomas Charman, the survivor

EDEN (Geo. Morton), 73, Onslow-square, Brompton, Middlesex, Lieut.-General, two dividends on the sum of £966 13s. 4d., Reduced Three Per Cent. Annuities. Claimant Louisa Anne Eden, widow, administratrix, with will annexed, to Geo. Morton Eden, deceased.

HILL (Henry Finch), Green-hill, Harrow, Middlesex, farmer. £200 Three Per Cent. Annuities. Claimant, Henry Finch Hill, acting executor of Henry Finch Hill, deceased.

LACY (Elizabeth Mary), Camden-street, Islington, Middlesex, spinster. £212 12s. New Three per Cent. (formerly New £3 10s. per Cent.) Annuities. Claimant, Richard Hall, administrator to Elizabeth Mary Lacy, deceased.

LEWELLIN (Very Rev. Llewellin), D.C.L., Dean of St. David's, Cardigan; LAWRANCE (Edward Billopp), Baker-street, Portman-square, Esq.; and SMITH (Col. John Thos.), Twellat House, Lee, Kent. One dividend on the sum of £1741 6s. 1d. Three per Cent. Annuities. Claimant, said Very Rev. Lewellin and Col. John Thomas Smith.

PULLEY (Emily Newell), Kidderminster, spinster. £200 Three per Cent. Annuities. Claimant, said Emily Newell Pulley, spinster.

SHAW (Charles), the Stock Exchange, gentleman. One dividend on the sum of £1039 17s. 11d. Three per Cent. Annuities; two dividends on £1912 17s. 6d.; two on £4990 8s. 10d; three on £4437 3s. 10d.; and four on £3937 3s. 10d., New Three per Cent. Annuities. Claimant, Wm. Shaw, administrator to Chas. Shaw, deceased.

TELFER (Somerville), Philpot-street, Commercial-road, pawnbroker. £300 New Three per Cent. Annuities. Claimant, Maria Telfer, widow, and John Ashbridge Telfer, executors of Somerville Telfer, deceased.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

COOPER (Jeremiah), Green-street, Piccadilly, Middlesex, Lieut.-Col. in H.M.'s 18th Regiment of Infantry, and Companion of the Bath. Dec. 6; T. H. and C. B. Hodgson, solicitors, The Courts, Carlisle. Dec. 15; V. C. M., at twelve o'clock.

GOODE (Henry S.), 44, Howland-street, Fitzroy-square, Middlesex, solicitor. Jan. 6; H. W. H. Lea, solicitor, 7, Furnival's-inn, Holborn, Middlesex. Feb. 6; M. R., at twelve o'clock.

GORDON (Ann), 47, Richmond-road, Islington, Middlesex, spinster. Jan. 12; Clapham and Fitch, solicitors, 181, Bishopsgate Without, London. Jan. 26; V. C. H., at twelve o'clock.

HALLWORTH (Chas.), Maulden, Bedford, miller. Jan. 1; John Wright, solicitor, Ampthill, Bedford. Jan. 13; V.C. B. at twelve o'clock.

IHLER (John), 31, Ashburnham-road, Greenwich, Kent, gentleman. Dec. 24; J. Dingwall, solicitor, 8, Token-house-yard, Lothbury, London. Jan. 13; V.C. M. at twelve o'clock.

KENNEDY (Henry), Marine-terrace, Brighton, Sussex, Esq. Jan. 1; R. Grimshaw, solicitor, Prince Albert-street, Brighton. Jan. 16; M.R., at twelve o'clock.

LANE (Thos.), formerly of Grove End House, Grove-road, St. John's-wood, late of 18, Boscobel-gardens, Alpha-road, London, merchant. June 12, 1874; Jas. J. Stokes, solicitor, 101, Borough High-street, Southwark, London. June 24; V.C. B., at twelve o'clock.

MAPPIN (Wm.), Sheffield, provision dealer. Jan. 6; Wm. Wilson, solicitor, Sheffield, Jan. 20, M. R., at twelve o'clock.

MARSDEN (Jos. D.), 59, Friday-street, London, and Edmonton, Middlesex, solicitor. Jan. 2; Thos. F. Robinson, solicitor, 9, Tokenhouse-yard, London, Feb. 2, M. R., at twelve o'clock.

MOTT (Chas. F.), Hastings, Sussex. Dec. 20; Walter Cheesman, solicitor, Hastings. Jan. 8; V.C.M., at twelve o'clock.

RIGTON (Ellen S.), Southport, Lancashire. Jan. 5; Blagg and Sons, solicitors, Cheadle, Stafford, Jan. 15; V.C.M., at twelve o'clock.

SHEAT (Wm. H.), late of 35, Finborough-road, South Kensington, Middlesex, and formerly of Upton Manor, Essex, and some time since resided at Slashee's Hotel, Austin, Neveda, U.S. A. Feb. 14; Chas. Grundy, solicitor, 26, Bridge-row, Cannon-street, London. March 2; M. R., at eleven o'clock.

SIMMONS (Edwd.), 1, Elizabeth-place, Liepsic-road, Camberwell-road, Surrey. Jan. 1; J. G. Shearman, solicitor, 10, Gresham-street, London. Jan. 15; V.C. M., at twelve o'clock.

TURNER (Mary), Derwent hill, Crosthwaite, Cumberland, widow. Dec. 24; Geo. Ansell, solicitor, Keswick. Jan. 12; V.C. H., at one o'clock.

WALKER (John), 5, Carrington-street, Nottingham. Jan 5; Samuel Brittle, solicitor, St. Peter's-chambers, Nottingham. Jan. 16; V.C. M. at twelve o'clock.

WEEKES (Thos.), Halling-wharf, Stratford, Essex, and Battersea, Surrey, limeburner. Dec. 31; R. Prall, solicitor, Rochester. Jan 11; V.C. H. at twelve o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last day of Claim, and to whom Particulars to be sent.

BELLINGHAM (John), Upper Clapton, Middlesex, gentleman. Jan. 1; J. & Brunskill, solicitor, 13, Great James-street, Bedford-row, Middlesex.

BIGMORE (Wm.), 24, Brook-street, Ratcliffe, Middlesex, labourer. Dec. 15; H. Ramsden, solicitor, 150, Leadenhall-street, London.

BORROW (Major John), 20, Pall-mall, London. Jan. 1; C. J. Borrow, Gillingham, Dorset.

BOULNOIS (John), 30, Sloane-street, Chelsea, Middlesex, upholsterer. Jan. 12; O. Richards, solicitor, 16, Warwick-street, Regent-street, Middlesex.

BOX (William), Woodland Mount, Cumberworth Half, Emley and Nortonthorpe Mills, near Huddersfield, fancy cloth manufacturer. Feb. 1; Hesp, Fenton, and Owen, solicitors, Station-street, Huddersfield.

BRYSON (John), late of Dorchester House, Beverley-road, Kingston-upon-Hull, formerly a timber merchant, and afterwards a shipowner and gentleman. Jan. 10; J. J. Thorney, solicitor, 10, Parliament-street, Kingston-upon-Hull

CHEEK, Thos. F., St. Germain's Tavern, Forest-hill, Kent, and the White Lion, High-street, St. Giles's, Middlesex. Dec. 31; Hunter and Co., solicitors, 9, New-square, Lincoln's Inn, Middlesex.

CLEMOW, Wm. R., Anderton's Hotel, Fleet-street, London, Hotel-keepeer. Jan. 1; J. Price, solicitor, 12, Serjeants' Inn, Fleet-street, London.

DANGAR (Francis R.), late of Sydney, New South Wales, but temporarily residing at the time of his death at the Albany, Piccadilly, England, Esq. Feb. 24; C. J. Mander, solicitor, 9, New-square, Lincoln's-inn, Middlesex.

DENNYSON (Ann), Bellerby, Spennithorne, York, widow. Jan. 1; Teale and Son, solicitors, Leyburn.

DOWSE (Samuel), Marsden, Almondbury, York, cotton spinner. Jan. 15; A. H. Owen, solicitor, Station-street, Huddersfield.

DYER (John), Great Cornard, Suffolk, gentleman. Jan. 1; Ransom and Son, solicitors, Sudbury, Suffolk.

FAULKNER (Geo.), Shanghai, China, merchant. March 30, Edmands and Mayhew, solicitors, 33, Poultry, London.

FRY (Chas.), Donnall's-row, High-road, Lewisham, Kent, corn and coal merchant. Dec. 16; Parker and Son, solicitors, Lewisham.

GARNE (Thos.), Broadmoor Farm, Sherborne, Gloucester, farmer. Jan. 10; Kendall and Son, solicitors, Bourton-on-the-Water.

GROVES (John), Lark-hill, St. Martin, near Manchester, retired glove manufacturer. Jan. 6; T. B. Huxley, solicitor, Worcester.

GUNNELL (Richard P.), Woodford, Northampton, Esq. Jan. 6; Archbould and Hawkins, solicitors, Thrapston.

HARINGTON (Martha), Surbiton, Surrey, widow. Feb. 2 Loughborough and Sons, solicitors, 23, Austin-friars, London.

HARRIS (Edward), Froome Farm, near Dorchester, yeoman. Jan. 1; G. Symonds, solicitor, Dorchester.

HARRIS (Louisa), 60, Oxford-terrace, Hyde-park, Middlesex, widow. Jan. 1; H. Harris, 34A, Moorgate-street, London.

HEDGES, Thos. P., Bristol, accountant. Jan. 17; J. and H. Livett, solicitors, Albion Chambers, Small-street, Bristol.

HENLY, Alexander, 330, Fulham-road, Middlesex, and 31, Cannon-street, London, merchant. Dec. 31; Horace W. C. Chatterton, solicitor, 4, Ludgate-hill, E.C.

HOGG (Charles), Lanesfield, Cheltenham, Esq. Dec. 17; Ticehurst and Sons, solicitors, Essex-place Cheltenham.

HUTCHINSON (James), Bishop Auckland, Durham, grocer and parish clerk. Jan. 10; Bowser and Ward, solicitors, Bishop Auckland.

LINES (Wm.), 56, Clissold-road, formerly known as 27, Park-road, St. Mary, Stoke Newington, Middlesex, gentleman. Jan. 10; R. and W. B. Smith, solicitors, 7, New-square, Lincoln's-inn, Middlesex.

LUKE (Wm.), Charlestown, St. Austell, Cornwall, merchant. Dec. 31; Shilson, Coode, and Co., solicitors, St. Austell.

LYON (Chas. J.) late of 51, Park-walk, Chelsea, Middlesex, and formerly of 12, Coleshill-street, Eaton-square, Middlesex, Esq. Jan. 1; Nicholson and Herbert, solicitors, 23, Spring-gardens, Charing Cross, Middlesex.

MAKIN (Jos.) Monks Eleigh, Suffolk, farmer. Jan. 6; Robinson and Co., solicitors, Hadleigh, Suffolk.

MALTBY (Thos. K.), New Hinksey, Berks, gentleman. Dec. 29; Wm. H. Walsh, solicitor, Oxford.

MARQUES (Elizabeth C.), Twyford, near Reading, Berks, widow. Jan. 28; J. C. Wootton, solicitor, 2, Finsbury-circus, London.

MARTYN (William), 17, Thayer-street, Manchester-square, Middlesex, Esq. Jan. 24; G. E. Thomas, solicitor, 8, Regent-street, Middlesex.

OLIVER (James), Lambourne Cottage, Bow-road, Middlesex, Esq. Dec. 15; W. H. Oliver, solicitor, 64, Lincoln's-inn-fields, Middlesex.

PINCHBECK (Lucy), 97, Queen's-road, Peckham, Surrey, spinster. Dec. 31; B. W. Jones, solicitor, 3, Walbrook-buildings, Walbrook, London.

PORCHER (Sarah), Park-corner, Winchfield, Southampton, widow. Dec. 31; White and Co., solicitors, 19, Great Marlborough-street, London.

REYNOLDS (William J.), 32, St. James's-street, and 31, Claverton-street, Pimlico, Middlesex, print seller and publisher. Jan. 14; C. H. Hodgson, solicitor, 10, Salisbury-street, Strand, Middlesex.

RIDER (Mary A. E.), Ramsgate, Isle of Thanet, Kent, widow. April 6; M. and O. Daniel, solicitors, Effingham-street, Ramsgate.

ROBERTSON (Robert), Morpeth, Northumberland. Dec. 20; B. Woodman, solicitor, Newgate-street, Morpeth.

SMITH (Chas.), 14, Green-street, Wellington-street, Blackfriars-road, and 18, Grove Hill-terrace, Grove-lane, Camberwell, Surrey, sugar refiner and vinegar maker, Dec. 31; W. J. Myatt, solicitor, 2, Abchurch-yard, Cannon-street, London.

STACEY (Benjamin), Cliff Cottage, Corton, Suffolk, Esq. Jan. 1; Thos. Day, Saxmundham, Suffolk, and Charles Webb, 45, Cranbourne-street, London.

SWATTON (William), formerly of Gloucester Villa, Croydon-grove, West Croydon, late of Sydney-road, Stockwell, Surrey, gentleman. Jan. 8; J. L. Dale, solicitor, 8, Furnival's-inn, Holborn, London.

THORPE (Mary A.), Bank-street, Sheffield, widow. Dec. 1; Rodgers and Thomas, solicitors, Bank-street, Sheffield.

TOMLINSON (Wm.), 194, Essex-road, Islington, Middlesex, draper. Jan. 14; Phelps and Sidgwick, solicitors, 3, Gresham-street, London.

TORRIANO (Chas. J.), late a lieut. in the 2nd Native Veteran Battalion in the Hon. East India Company's service, who died at Vizagapatam, East Indies. April 4, 1874; Hensman and Nicholson, solicitors, 25, College-hill, London, E.C.

WALKER (Francis), Bellerley, Spennithorne, York, gentleman. Jan. 1; J. Teale and Son, solicitors, Leyburn.

WALLIS, Jas., Kingston-upon-Hull, merchant. Jan. 15; Stamp and Co., solicitors, Quay-street Chambers, Hull.

WHATELEY, Geo., 41, Waterloo street, Birmingham, and of the Cedars, Ampton-road, Edgbaston, near Birmingham, solicitor. Feb. 1; H. P. Bowling, East Lodge, The Mall, Hammersmith.

WHITE (John), late of the Oriental Club, Hanover-square, Middlesex, and 23, Hanover-square, Esq., formerly surgeon in the Service of the East India Company, on the Madras Establishment. Jan. 13; Lee, Pemberton, and Reeves, solicitors, 44, Lincoln's-inn-fields, Middlesex.

WISEMAN (Jas.), Heathfield-terrace, Halifax, York, gentleman. Jan. 15; Wavell and Co., solicitors, 20, George-street, Halifax.

REPORTS OF SALES.

Wednesday, Nov. 26.

By Messrs. EDWIN FOX, and BOUSFIELD, at the Mart.

Stockwell-park-road.—The Stockwell Grammar School, term 39 years—sold for £140.

City.—No. 38, Bartholomew-close, freehold—sold for £410.

Thursday, Nov. 27.

By Messrs. HARDS and VAUGHAN, at the Mart.

Rotherhithe.—No. 18, Princes-street, freehold—sold for £270.

By Messrs. NEWSON and HARDING, at the Mart.

Canonbury.—No. 3, Douglas-road, term 73 years—sold for £400.

Barnsbury.—No. 163, Hemingford-road, term 69 years—sold for £510.

Upper Holloway.—Nos. 25 and 29, Alexandra-road, term 85 years—sold for £555.

Nos. 1 to 6, Stanley-terrace, term 85 years—sold for £1530.

Kennington-lane.—Nos. 73 to 76, Devonshire-street, term 5 years—sold for £180.

By Messrs. GADSDEN, ELLIS, and Co., at the Mart.

Tower-hill.—No. 2, Postern-row, freehold—sold for £1080.

Shoreditch.—No. 194, High-street, The Eagle Beer-house, freehold—sold for £1310.

No. 195, adjoining—sold for £1190.
No. 70, Holywell-lane—sold for £800.
Whitechapel-road.—No. 138, The Lord Rodney's Head, freehold—sole for £2000.
Nos. 9 and 10, Hope-place—sold for £235.
Aldgate.—No. 34, Mitre-street, term 10 years—sold for £80.
Bethnal-green.—Freehold ground-rent of £10 per annum—sold for £220.

To Correspondents.

James A. Tucker.—You are entitled to present yourself for Intermediate Examination in Easter Term 1874, by giving the necessary month's notice. We do not think that the post of paid organist would be regarded as a contravention of the provisions of 23 & 24 Vict. c. 127, s. 10, so long as it does not interfere with service under articles; but it is wise in such a case as that which you put that the consent of the principal should be obtained. Read the case of *Ex parte Greville*, reported in our last week's issue, page 70, and the case of *Re Peppercorn*, therein referred to. —Ed. Sols. Dept.

MARITIME LAW.

SPECIMENS OF A CODE OF MARINE INSURANCE LAW.

By F. O. Crump, Barrister-at-Law.

(*Continued from page 435, vol. lv.*)

PARTICULAR AVERAGE—LOSS.

Definition.

Loss arising from damage accidentally and proximately caused by the perils insured against or from extraordinary expenditures voluntarily incurred for the sole benefit of some particular interest:

Arnould, 1st edit., 253; Boulay-Paty, Cours de Droit Commercial, vol. 4, p. 481; Code de Com., art. 403; Benecke Pr. of Ind., p. 165, 166; Phillips, sect. 1422.

Note.—Expenses incurred which fall on the insurer by virtue of the sue and labour clause must be distinguished from particular average. The *French law*, however, includes such expenses under the term particular average. Code de Com., art. 403; 4 Boulay-Paty, Droit. Mar. 481.

Ship.

Loss.

The following losses are allowed as particular average: Sails split or blown away by the extraordinary force of the wind; cables parted or washed from the deck if properly kept there; masts sprung; spars carried away; planks started; damage by the vessel being so strained that its shape is distorted and its value materially diminished; loss of boats; tearing off the sheathing; breaking of the upper works, or timbers, or any part of the ship; damage by accidental straining; or by lightning; or by fire; or by collision; or in a justifiable engagement; and loss by plunder and force and while the ship is in possession of captors or pirates:

Phillips, sect. 1424.

Wages and provisions of crew engaged in repairing damage for which underwriters are liable, but not otherwise:

2 Phillips, sect. 1429, p. 175; *Hall* v. *Ocean Ins. Co.*, 21 Pick. Mass. 472; Arn. (4th edit.) 784; Boulay-Paty on Emerigon, vol. 1, p. 619.

French Law.—This expenditure is particular average during delay to repair, and also during quarantine: (Code de Com. a 403, pars 4 and 5.)

Adjustment.

Ship.

Under *valued policies* the basis of adjustment is the value in the policy, unless manifestly fraudulent:

Barker v. *Janson*, L. Rep. 3, C. P. 308; *Shawe* v. *Felton*, 2 East, 109; *Haigh* v. *De la Cour*, 3 Camp. 319.

Under *open policies* it is the value of the ship at the commencement of the risk:

Stevens on Average, 190; Beneke Pr. of Ind. 133.

Note (*a*).—In open policies, therefore, the underwriter pays the same aliquot part of the sum he has agreed to insure as the damage or expense of repairing it, is of the ship's value at the commencement of the risk. In valued policies he pays the same proportion of the valuation in the policy.

Note (*b*).—A ship being valued at different sums in different policies the sum recoverable is liable to be diminished by the sum already recovered under other policies on the same risk for the same loss.

Bruce v. *Seals*, 1 H. & C. 769; 32 L. J. Ex. 132; *Bousfield* v. *Barnes*, 4 Camp. 227; *North of England Iron Steamship Company* v. *Armstrong*, L. Rep. 5 Q. B. 244; Arn. 4th edit., 292, *et seq.*

If a ship is repaired at a port of distress and totally lost before arriving at her destination, the cost of the repairs is recoverable in addition to the total loss:

Livie v. *Janson*, 12 East, 655 (per Lord Ellenborough); See *Le Cheminant* v. *Pearson*, 4 Taunt. 367; *Stewart* v. *Steele*, 5 Scott's N. R. 927.

If not repaired when lost the repairs form no ground of claim. But if the ship is sold unrepaired the average loss is recoverable:

Knight v. *Faith*, 15 Q. B. 649, 668 per Lord Campbell.

Practice.

When the damage has been repaired one-third new material for old is deducted(*a*):—unless the ship be on her first voyage(*b*), or she fail to come again to owners' hands without his default(*c*):

(*a*) *Da Costa* v. *Newnham*, 2 T. Rep. 407; *Poingdestre* v. *Royal Exchange Assurance Company*, Ry. & Moo. 378.

(*b*) *Fenwick* v. *Robinson*, 3 C. & P. 323; *Piric* v. *Steele*, 2 Mood & Rob. 49; 8 C. & P. 200.

(*c*) Arn. Mar. Ins. 4th edit. 1839; *contra*, *Humphrey* v. *Union Ins. Co.*, 3 Mason's Rep. 429.

American Law.—The deduction is made though the ship be new:

Nickels v. *Maine Fire and Mar. Ins. Co.*, 11 Mass. Rep. 253; *Dunham* v. *Commercial Ins. Co.*, 11 Johns Rep. 215; Phillips 1431.

The value of the old materials is deducted from the nett expense of the repairs, after deducting the one-third.

Arn., 4th edit., 840.

American Rule.—The value of the old materials is applied towards the payment of the new. The third is then deducted from the balance.

2 Phillips, p. 181.

Repairs at a port of distress are paid for by underwriters at the rate prevailing at that port.

Benecke Pr. of Ind., 459—61; *Center* v. *American Ins. Co.*, 7 Cow. N. Y. 564.

Goods sold to pay for repairs at a port of distress, are paid for according to their clear value at the port of destination, or if sold for more, the larger sum may be recovered.

Arnould, 841 (n. 3).

Freight.

[See this title, sub-title "Partial Loss."]

Under valued policies the underwriter pays only such proportion of the value stated as the freight lost bears to the full intended cargo.

Under open policies the loss is adjusted upon the gross proceeds of the freight at the port of destination, and the underwriters pay the actual amount of freight loss:

Arnould (4 edit.), 843.

Cargo.

Under valued policies the basis of adjustment is the value of the cargo stated in the policy.

Under open policies it is the prime cost on board.

The underwriter pays the aliquot part of the original value estimated by the proportion of loss. This loss is ascertained by comparing the gross produce of the sound with the gross produce of the damaged sales:

Johnson v. *Sheddon*, 2 East. 581; St. on Av. 92.

A portion of cargo shipped in separate packages being lost, and another portion damaged, it is usual to adjust the loss separately.

Where several articles are insured together, and each suffers a particular average loss, the loss must be adjusted separately on each:

Arn. 4th edit. 830.

Note.—There being a sale of damaged goods with a view of comparing sound and damaged values, the charges of such sales are added to the amount of the loss after its quantum has been ascertained and the whole is then apportioned on the underwriters in the usual way.

Stevens on Average, 148—150; Benecke Pr. of Indem. 436, 437.

The loss is generally adjusted at the port of destination on the gross proceeds or market value there.

Arn. 4 edit. 831; Phillips, sect. 1434.

Goods being unloaded at a port of distress, found damaged, and sold to prevent further deterioration, the claim is adjusted as a salvage loss.

Arn. 4 edit. 832.

If the assured, for reasons of his own, puts an end to the risk at a port short of the destination, loss by sea-damage should be adjusted upon the same principles as at the port of destination.

Arn. 4 edit. 832; 2 Phillips, sect. 1467.

Particular average on memorandum articles is recoverable if it amounts to 5 per cent. on the gross proceeds of the sound sales:

Arn. 4th edit. 832.

There being only part of a full intended cargo on board, the loss under a valued policy is adjusted upon the proportion which the damage bears to the whole intended cargo.

On a continuing policy attaching to different parcels of goods successively and indiscriminately, the loss is adjusted on the proportion which the sum insured bears to the value of the goods at risk on board at the time of the loss:

Crowley v. *Cohen*, 3 B. & Ad. 478; Arn. 4th edit. 833; Phillips, s. 1471.

Where no particular mode of proving damage to goods is stipulated for, the assured is not subject by usage to any condition, as to a survey of the damaged goods:

Rankin v. *American Ins. Co.*, 1 Hall N. Y. 619.

Profits, &c.

If the profits are valued, and a part of the goods are lost or damaged, the assured must prove what proportion of the profits that would have accrued on the goods having arrived sound he has lost by reason of their being damaged or a part of them lost, according to the state of the market, and he will be entitled to recover a corresponding proportion of the amount at which the profits are valued.

Under an open policy upon profits the assured must prove what amount of profit would have accrued on the goods had they arrived sound:

Phillips, sect. 1473.

Where the loss on goods is by expenditure and not by damage to them, it is not a loss on profits, unless specifically so agreed in the policy:

Phillips, sect. 1475.

REAL PROPERTY AND CONVEYANCING.

NOTES OF NEW DECISIONS.

Judgment Creditor—Interest in Land not capable of actual Delivery in Execution—27 & 28 Vict. c. 112.—By the Law of Judgments Amendment Act (27 & 28 Vict. c. 112) a judgment creditor has no charge on the land of his debtor, although he has issued a writ of elegit and obtained a return from the sheriff, where the interest of the debtor in the land is not capable of being actually delivered in execution: (*Hatton* v. *Haywood*, 29 L. T. Rep. N. S. 385. V.C. M.)

Will—Maintenance and Education—Discretion of Trustees—Effect of Administration Suit.—Where a testator by his will gives his trustees a discretionary power of advancement for the maintenance and education of children presumptively entitled under the will, the court will not control the trustees in the exercise of their discretion, because a decree has been made in a suit for the administration of testator's estate: (*Brophy* v. *Bellamy*, 29 L. T. Rep. N. S. 380. Chan.)

COUNTY COURTS.

THE JUDICATURE COMMISSION AND THE COUNTY COURTS.

A large and important meeting was held at the Croydon Town-hall, on the 25th ult., under the presidency of Dr. A. Carpenter, J.P., for the purpose of protesting against the evidence given before the Judicature Commission, to the effect that it would be for the public convenience that the Croydon County Court should be abolished.

The chairman in introducing the business of the meeting, expressed an opinion that it would be not only unwise but unjust to remove the business of the County Court of Croydon to London. Having commented upon the hardship that would be inflicted upon tradesmen and the community generally by compelling them to go to London to recover a small debt, the chairman said a resolution on this subject would be submitted to the meeting, and respecting a proposal which had been made to abolish the system of imprisonment for debt. On this subject there might be a difference of opinion, but he must say that it would be unwise to take from County Court judges the power they possessed of sending persons to prison who could pay and would not. This was, he believed, the class of persons who would be the most affected by the abolition of imprisonment, and it was the very class against whom tradesmen and other creditors should be protected. It would, however, be suggested that no imprisonment should take place when the amount was less than 40s., and where the debtor was a working man in receipt of weekly wages, who was willing to pay his just debts. Dr. Carpenter having expatiated on the benefits of the County Court to the community at large, and the justice of the decisions of the learned judge, who presided therein, called upon Mr. Henry Moore, to move the first resolution.

1st.—"That this meeting is surprised to hear that it has been proposed before the Judicature Commission to abolish the Croydon County Court, and attach the same to a London court, and desires to enter its protest against such a proceeding, destroying as it would do the great convenience which the Croydon court affords to the district."

2nd.—"That the meeting regrets to find that a Committee of the House of Commons has reported in favour of the abolition of Imprisonment for Debt in the County Court in all cases; it being the opinion of this meeting that the fear of such imprisonment is the only security which a tradesman now has to recover from those who, having the means to pay, are not sufficiently honest to be just without being compelled by law to be so. But this meeting is quite of opinion that such imprisonment should not be enforced for debts of less than 40s., and where the debtor is ordinarily earning a weekly wage less than 20s. per week."

3rd.—"That the present mode of requiring a plaintiff to show that the defendant has the means to satisfy his debt, before the judge has power to commit him, is unreasonable and unjust, and throws upon the plaintiff an onus which properly belongs to the defendant, who could, when true, easily prove the contrary, and from which he ought not to be relieved."

Mr. W. Grantham moved the following resolution:

4th.—"That a petition to the House of Commons, embodying these resolutions, and praying that the County Court of Croydon may not be removed or interfered with; and that no alteration may be made in the law of imprisonment for debt in the County Courts as it now stands, except as regards small sums and working men in receipt of low wages, be signed by the chairman on behalf of the meeting, and be sent at once to the

Lord Chancellor, and also to the senior county member for presentation · and that a copy of the same be forwarded to all the representatives of the county of Surrey in Parliament, with a request that they will support its prayer."

BRADFORD COUNTY COURT.

Nov. 8 *and* 25.

(Before W. T. S. DANIEL, Q.C., Judge.)

HUTCHINSON *v.* AUDSLEY.

Chattel—Ownership—Regaining possession.

A person claiming to be owner of a chattel, finding it in the possession of another, who claims to have bought it bonâ fide *from a person whom he believed to be the owner, is not justified in regaining possession by trespass and threat of violence, but should pursue his remedy by action. Addison on Torts* (3*rd edit.*), 347; Blades *v.* Higgs (30 *L. J., N. S.*, 347, *C.P.*), *explained Where a trespass is committed under circumstances of unjustifiable violence exemplary damages may be given.* Bell *v.* Midland Railway Company (30 *L. J., N. S.*, 273, *C. P.*), Emblem *v.* Myers (*Ib.*, 71, *Ex.*). *Possession of a chattel is sufficient evidence of property against a wrongdoer* (*Add.* 355).

Watson for plaintiff.

Bilbrough (*Rawson, George*, and *Wade*), for defendant.

His HONOUR.—This action is brought to recover the sum of £10 1s. as damages, first, for the wrongful taking and conversion by the defendant to his own use of a sewing machine, the property of the plaintiff; secondly, for that the defendant, on the 20th Oct. 1873, broke and forcibly entered the dwelling house of the plaintiff, stayed and made a noise therein, and removed and took and carried away the plaintiff's sewing machine, and disposed of the same to his own use. The facts of the case are these: The plaintiff is a tailor in a small way of business, having a shop in Bradford. In Aug. 1872 Benjamin Murgatroyd, who was in the same way of trading in Bradford, was then giving it up, having purchased a greengrocer's business, and he applied to the plaintiff and asked him if he would buy a sewing machine, which Murgatroyd had had in use in his own business upwards of twelve months, and represented to be his own; in reply the plaintiff said he would if he could try it, and on trial found it suited him. Murgatroyd thereupon sent the machine to the plaintiff's shop, and he tried it; and though it was a little out of repair through use, he considered it would suit him, and he and Murgatroyd ultimately bargained for it, Murgatroyd asked £4 10s., the plaintiff offered £4 5s., which sum Murgatroyd agreed to accept, and on the 13th Aug. 1872, the plaintiff paid Murgatroyd £4 5s., and took his receipt for that sum, as the purchase-money for the sewing machine. The plaintiff had the machine repaired and put in order for use, and he used it in his business, in his shop in Bradford, from Aug. 1872 down to the 20th Oct. in the present year. And, as far as the plaintiff is concerned, I am satisfied that he honestly bought and paid for the machine, believing it to be Murgatroyd's property. On the 20th Oct. last a man, who was a stranger to the plaintiff, came into his shop, where he and his son were at work on their board, and asked if he had a sewing machine in his possession. The plaintiff said yes, and showed it the man. Having looked at it the man asked the plaintiff whom he got it from. He told the man he had bought it of Benjamin Murgatroyd more than twelve months ago, and the circumstances under which he bought it. The man said Murgatroyd had no right to sell the machine, it was not his to sell, and he should go and get a warrant against Murgatroyd, and went away. About three hours afterwards the same man, accompanied by another man, again entered the plaintiff's shop, where he and his lad were at work, and in a loud tone and violent manner (intended to intimidate the plaintiff) read the following document: "8, Exchange-buildings, Bradford, 17th July, 1871. Memorandum, No. 107. —I, Benjamin Murgatroyd, of No. 5, Pratt-street, Leeds-road, Bradford, have this 17th day of July, 1871, hired of F. J. Audsley and Co., of 8, Exchange-buildings, a manufacturing machine, Singer principle, and its appendages, as stated in the inventory at the end of this agreement, at the rent of £1 per month, and having paid £1 this day, the next payment to be made on the 17th Aug., and so on from month to month till the sum of £8 is paid, subject to the following conditions, viz.: In the event of my not paying any one of the said payments on the day they are due, I agree and do hereby give full permission to the said Audsley and Co. to enter upon any premises wheresoever the said machine and its appendages may be, either peaceably or otherwise, and remove the same therefrom for his own use. I also agree to pay the said hire when due, and give up the said machine and its appendages as above stated, and also agree to give to the said Audsley and Co. immediate notice in case of removal of the said machine and its appendages, with the full address.—Witness my hand, + BENJAMIN MURGATROYD. Witness, John Capestick. July 17, 1871." Having read this document the two men took the machine out of plaintiff's shop by force, and against his will, and with such violence that, in removing the bobbins of thread, which was on the machine, they threw them against the window and broke it. The plaintiff remonstrated, but in vain. He told the men he had bought the machine from Murgatroyd, and offered to fetch the receipt to show them; but the man who had read the paper said Murgatroyd had no right to sell, and he had power under that paper to break open any door, take out any window, and pull down any wall, if necessary, to get possession of the machine. By means of this violence and these threats the two men got possession of the machine and took it away. And it is admitted that these men were sent by the defendant, and that he authorised and held himself responsible for their acts. Upon the hearing before me it was contended by the defendant's advocate that all that was done was justifiable by law, and that the plaintiff had sustained no injury which was a cause of action. The agreement was proved by the attesting witness, and that Murgatroyd's name was signed by him—Murgatroyd putting his cross. There was no inventory to the agreement, but it was not disputed that the machine the plaintiff had, and which was taken from him, was the machine to which the agreement related; and it was proved that Murgatroyd had not paid all the monthly payments—only four or five. It was said on behalf of the defendant that the agreement showed that Murgatroyd was only a bailee for hire of the machine, and had no property in it, and could not therefore transfer any property in it to the plaintiff—the purchase by him not having been made in market overt. And it was then insisted that the property of the defendant being found in the possession of the plaintiff, and the plaintiff upon demand refusing to give it up, the defendant was justified in using as much force as was necessary to re-possess himself of his own property. And a passage in Addison on Torts, p. 347, 3rd edit., was relied upon as stating the law upon the subject. The passage is this: "Reception of goods wrongfully seized or stolen. If A. has actual possession of a chattel and B. takes it from him against his will, A. may use as much force as is necessary to defend his right and enable him to retake the chattel; and if a chattel has been seized and carried away by a person who has no colour of title to it, and the owner comes and demands it, and the trespasser refuses to give it up, the owner may use force sufficient to enable him to retake his property." And for this proposition the case of *Blade* v. *Higgs* (10 C. B., N. S., 713, and 30 L. J., N. S., 347, C. P.), is cited. But I am unable to see the application of that case to the present. The plaintiff was not a person who had taken the chattel from the defendant when it was in his actual possession and against his will, nor was the plaintiff a person who had seized and carried away the chattel having no colour of title to it. He had *bonâ fide* bought and paid for the chattel from a person who represented himself to be, and whom the plaintiff believed to be, the true owner, and whose possession of the chattel was and is in law *prima facie* evidence of property in it, though the purchase not having been made in market overt, it is open to the true owner, by a proper course of proceeding, to allege and prove his ownership, and procure the restitution of the chattel, or recover damages for its unlawful detention or conversion, as the case may be. But neither the passage in Addison nor the case of *Blades* v. *Higgs* is any authority for the course pursued by the defendant in this case. The case of *Blades* v. *Higgs*, as is well known, ran its course through Westminster Hall, and was ultimately decided by the House of Lords (31 L. J., N. S., 151, C. P, and 34 L. J., N. S., 286), and confirmed the law as laid down by Lord Holt in *Sutton* v. *Moody* (1 Lord Raym. 250), and recognised and acted on by the Court of Exchequer and the Exchequer Chamber in *Lonsdale* v. *Rigg* (26 L. J., N. S., 196, Ex.), that game killed by a trespasser becomes the property of the owner of the land where it was killed, and that the trespasser had no property in it, and could not transfer any title or colour of title to it, to a person who was cognizant of the unlawful means by which it had been obtained. The plaintiff in *Blades* v. *Higgs* was a licensed dealer in game, who had bought in the morning two sacks full of dead rabbits from poachers, who had unlawfully taken them in the night from the preserves of the Marquis of Exeter, and the rabbits were taken from him by the Marquis's servants, using no more force than was necessary for the purpose. And upon demurrer to a plea in an action brought by Blades against the Marquis's servants for assault and battery, and unlawfully taking his goods, the Court of Common Pleas — the demurrer admitting the allegations of the plea to be true, which alleged the unlawfulness of the plaintiff's possession, the goods were the property of the Marquis, by whose orders the defendant had acted, and that upon demand of restitution and refusal by the plaintiff no more force was used than was necessary to gain possession—held that the plea was an answer to the action, and overruled the demurrer; and the case is, therefore, properly an authority on the proposition of law laid down by Mr. Addison, but not an authority for the defendant's contention here. The defendant's men, when they entered the plaintiff's house under pretence of the authority contained in the memorandum of the 17th July, 1871, and with the intention of removing the sewing machine by violence if resisted, committed a trespass, and the defendant admits himself to be liable for their acts, as having been done by his authority. Now the agreement gave the defendant no authority which would sanction such an act, and the defendant's advocate did not attempt to justify the entry under the agreement, but he insisted that at most nominal damages only could be given; and in support of that contention he cited *Pritchard* v. *Long* (11 L. J., N. S., 306, Ex.), where, in trespass for entering the plaintiff's dwelling house and taking certain goods, not alleging them to be the goods of the plaintiff, upon a plea of not guilty the plaintiff recovered nominal damages only, the court refused to increase the damages by the value of the goods; Parke, B. stating "the plaintiff is not entitled to a rule to increase the damages, for he cannot maintain an action for taking the goods in question, unless they are his property; but here there is no allegation that they belonged to him, nor any admission to that effect in any special plea." In the present case the machine is alleged to be the property of the plaintiff, and, thereupon, *Pritchard* v. *Long* (which, it may be observed, was decided in 1842, and long before the Common Law Procedure Act was passed, which gave the judge at Nisi Prius power of amendment so as to prevent a failure of justice through mere technicality, a power which this court possesses, and it is for the judge to exercise whenever applied to) can have no possible application to the present case. But apart from any question of increasing the damages by the value of the goods seized, when alleged and proved to be the property of the plaintiff, I don't think that the plaintiff is limited to nominal damages when the trespass is an act of lawless violence and insult, and attended with actual damage to the plaintiff's property, though that damage may be small. Here there was lawless violence, and some evidence of damage to the plaintiff's property, by breaking the window in throwing off the bobbins from the machine. The defendant, assuming that he had a right, chose to exercise it with a high hand, and in a manner which was intended to intimidate the plaintiff, and by threat of violence to his property terrify him into submission, and he succeeded. In such a case a jury would be justified in giving exemplary damages (*Bell* v. *Midland Railway Company*, 30 L. J., N. S. 273, C. P., and *Emblem* v. *Myers*, Ib. 71, Ex.); and, sitting as a jury, I am justified, and consider it my duty in order to protect a peaceable man, and one who was innocent of any intentional wrong towards the defendant, as the plaintiff was, and to prevent the recurrence of such high handed lawlessness, to give exemplary damages. The defendant's advocate maintained, with much earnestness, that upon the construction of the agreement of the 17th July 1871, Murgatroyd was a bailee for hire, that he had no property in the machine during the bailment, and that when he sold the machine to the plaintiff he determined the bailment, and passed no property in it to the plaintiff, having none to pass; and he cited two cases, *Cooper* v. *Willomatt* (14 L. J., N. S., 219, C. P.), and *Marner* v. *Banks* (17 L. T. Rep. N. S. 147), to show that when a bailee for hire sells the article bailed to a *bona fide* purchaser for value, who buys in ignorance of the bailee's want of title, whether such sale be by private contract, as in *Cooper* v. *Willomatt*, or by public auction, as in *Marner* v. *Banks*, if the sale be not in market overt, the bailor (the real owner), may in an action of trover, if there be conversion, or of detinue if there be not, recover the property or its value from the purchaser. These cases are useful for the purpose of showing that if the construction of the agreement be as contended for by the defendant, there was neither necessity nor excuse for the defendant resorting to the lawless violence resorted to in this case. Having found the machine in the plaintiff's possession, and having demanded it from him, and he having refused to deliver it up, the law gave the defendant an ample remedy for the recovery of his property or its value, if it were his, as against the plaintiff; but in any proceeding for such recovery the plaintiff would have had the opportunity of questioning the defendant's title, and having the right properly considered and decided by lawful authority. The advocate for the plaintiff did not argue the question of the proper construction of the agreement, but relied upon the tort committed by the defendant, and the plaintiff's right to substantial

damages, and in the view I take of this case, it is not necessary for me to decide the question of construction. The agreement is drawn by the defendant himself, and is unskilfully prepared, and it is by no means clear that although the words hired and hire and rent are used, that the transaction was a hiring in the true sense of the term, or that the monthly payments were rent reserved as a hiring. In the two cases cited there were undoubted hirings. The transaction in the present case looks more like a sale and purchase, the purchase money being payable by instalments, the property passing by the contract, but the vendor reserving to himself the right to reclaim possession from the purchaser, so as to restore to himself the lien of an unpaid vendor for such portion of the purchase money as might remain unpaid—a right which would be good and enforceable as between the parties, but would not be enforceable against a *bona fide* purchaser for value without notice of the agreement. I make these remarks that it may not be supposed that I assent to the construction of the agreement as insisted upon by the advocate for the defendant. The proper construction would require careful consideration, and if the agreement were fairly open to two constructions, as it was prepared by the defendant and imposed by him upon an ignorant man who could neither read nor write, that construction might be adopted which was most favourable to Murgatroyd, and more especially if, as urged by the defendant's advocate, a construction in the defendant's favour would render Murgatroyd liable to a charge of felony under 24 & 25 Vict. c. 96, s. 193. As against the defendant as a wrongdoer, the plaintiff's possession, honestly acquired, is sufficient to sustain the allegation of property in this action, and I see no reason why I should assess the damages at less than the sum claimed. The judgment will therefore be entered for the plaintiff for £10 and costs, and as this court is accessible at all times at little cost, and its decision can be obtained with little delay, there is no reason why parties who consider the rights of property infringed upon, should take the law into their own hands with violence, instead of seeking redress here, when the case is within the limit of the jurisdiction of this court.

BANKRUPTCY LAW.

COURT OF BANKRUPTCY.

Monday, Nov. 24.

(Before Mr. Registrar Brougham.)

Re George Odger.

Liquidation—Creditor present, but not voting.

This was an application for the confirmation of certain resolutions passed at a meeting held in July last, providing for the acceptance of a composition of 1s. in the pound in satisfaction of the claims of creditors and the annulment of the bankruptcy. The bankrupt was described as of High-street, Bloomsbury, boot-maker. He had sued the *Figaro* for an alleged libel, and being unsuccessful in the action, was adjudicated on the petition of the proprietor of that publication.

J. Vernon Musgrave, who appeared in support of the application, stated that the papers had been placed before Mr. Paget, the official assignee, and a point now arose upon his report with regard to the position of one of the creditors who attended the meeting, but took no part in the proceedings.

His Honour observed that according to a decision of the Lords Justices in *Ex parte Orde, re Horsely*, a creditor who attended a meeting without voting in any way must be considered, in reference to the resolutions come to at such meeting, as a dissenting creditor.

Robinson, as representing the creditor in question, intimated that his instructions still were to take no part in the proceedings.

Mr. Registrar Brougham said the creditor neither assented nor dissented, but threw the responsibility upon the Court. In the face of the decision referred to, he was unable to confirm the resolutions, but the application might be renewed if the assent of all the creditors to the confirmation of the resolutions could be obtained.

BRADFORD COUNTY COURT.

Oct. 18 and 21; Nov. 18.

(Before W. T. S. Daniel, Q.C., Judge.)

Ex parte Buckley; *Re* Bartrum.

Arrangement by liquidating debtor to repurchase estate from trustee—Rights of trustee against third parties—Application of Ex parte Waring *—Directions of court—Litigation by trustee—B. A.* 1869, *ss.* 20 *and* 28.

Where a debtor under liquidation proceedings makes an arrangement with his creditors to repurchase his estate from the trustee (which is approved by the court under the 28th section Bankruptcy Act 1869) *upon certain conditions, before performance the trustee may, on behalf of the debtor, take proceedings in his own name to protect the estate against an adverse claim by a third party. Where a trustee applies to the court for directions under sect.* 20 *Bankruptcy Act* 1869, *and directions are given, parties against whom the trustee, in pursuance of such directions, raises an adverse litigation, are not prejudiced, nor is the trustee protected as against them by such directions if the litigation fails.*

The rule in Ex parte Waring (19 *Ves.* 345) *is not applicable where there is not a double insolvency. And bill holders, if it be in their power to compel a second insolvency, and thus bring the rule into operation, are not bound to do so if it be to their prejudice and they decline*: (*See also* Powles *v.* Hargreaves, 3 *D. M. & G.* 430; 25 *L. J., N. S.*, 1, *Ch.*; Hickie's case, *L. Rep.* 4 *Eq. Ca.*, 226; Ex parte Alliance Bank *L. Rep.* 4 *Ch App.* 424; City Bank *v.* Luckie, *L. Rep.* 5 *Ch., App.* 773; Bank of England *v.* Perry, *L. Rep.* 7 *Ex.* 14; Ex parte Smart, *L. Rep.* 8 *Ch., App.* 220.)

Ambrose, instructed by *Wood* and *Killick*, Bradford, for motion.

Shaw, instructed by *Busfield* and *Atkinson*, Bradford; *Gordon*, Lincoln's-inn-fields, London; *Watson* (*Watson* and *Dickson*, Bradford); and *B. C. Pullan*, Leeds, appeared for the different respondents.

His Honour.—This motion is made on behalf of Charles Joseph Buckley, the trustee of the property of the debtor, Arthur Charles Bartrum, for an order directing that George Millar shall forthwith deliver up and transfer to the said Charles Joseph Buckley all stuff pieces and manufactured goods belonging to the estate of the said debtor, or forwarded to the said George Millar by the said debtor, and which are now in his possession or under his control, and directing that he shall account for and pay over to the said Charles Joseph Buckley the proceeds of such goods so belonging or forwarded as shall have been sold and disposed of by him since the 25th July last, and for an order directing that the said George Millar shall transfer and deliver to the said Charles Joseph Buckley a certain acceptance for £700 drawn by the said debtor by his firm of A. C. Bartrum and Co., upon and accepted by Messrs. E. MacMorland and Co., now in the possession of him the said George Millar; or that it may be declared that such goods and proceeds, and the said acceptance or some part or parts thereof respectively, are securities for indemnifying the said George Millar against the payment of certain bills of exchange, amounting altogether to £3524 8s., drawn by the said debtor in the name of his said firm upon and accepted by the said George Millar, and which were current on the said 25th July 1873, and that the holders of such bills are entitled to the benefit of such security, and to have the same applied in payment of the said bills, and are entitled to participate in the same rateably in proportion to the amounts of their respective bills without prejudice to their rights to rank on the estate of the said debtor, and to claim against the said George Millar for the balance or residue, if any, of the said bills which may remain due to them after realising the said securities, and applying the proceeds thereof towards satisfaction of the amounts due to them in respect of their respective bills, and for an order that in case any of such bill holders shall have proved against the estate of the said debtor, the amounts of their respective proof are to be reduced by the amounts they may receive in respect of their proportion of the proceeds to arise from the said securities, and in case they have received any dividends or composition from the said debtor or his estate in respect of their said debts, for an order that they may repay and account for the same to the estate of the said debtor, and for an order directing for the purposes aforesaid all necessary inquiries and accounts to be made and taken, and that all necessary orders and directions may be given for the realisation and application of the said securities; and that, if necessary, a receiver may be appointed for the purpose of effecting such realisation and application, and generally for the purpose of settling the rights and equities between the undermentioned parties and estate of the debtor respectively, and the rights of proof of the said bill holders upon the said estate, and for an order providing for the taxation and payment of the costs of and incidental to this application by such person or persons or otherwise as the court should think fit, and generally for such other order as to the said court should seem meet. The respondents are Mr. George Millar, of 56, Bow-lane, Cheapside, London, commission agent; the Bradford Old Bank (Limited), Bradford; Messrs. Richardson and Co., 28, Clement's-lane, London, bill brokers; the Exchange and Discount Bank (Limited), Leeds; Messrs. Benjamin Wright and Son, stuff manufacturers, Wibsey, near Bradford; and Messrs. Wilkinson and Airey, silk spinners, Brighouse, near Huddersfield. The respondents (other than Millar) are the holders of the several bills amounting to £3524 8s. mentioned in the notice of motion. In opening this motion the following questions were raised for decision: First, whether on the 25th July 1873 (the day when the petition for liquidation was presented, and to which day the title of the trustee related) the respondent George Millar had any and what lien on the goods referred to in the notice of motion; secondly, if he had, whether, according to the rule established in *Ex parte Waring*, the goods ought not to be sold for the benefit of the debtor's estate, and the proceeds divided *pro rata* among the other respondents (the bill holders), and their proofs against the debtor's estate reduced proportionably; thirdly, whether, assuming the lien as to the goods to be established, the acceptance for £700 mentioned in the notice of motion would, under the circumstances under which that acceptance was received by Millar, be covered by the lien; and, if not, whether the court would order Millar to deliver it to the trustees as forming part of the debtor's estate. There was also a subsidiary question raised upon a separate notice of motion, to which Millar and Messrs. Balfour and Co. (but not the bill holders) were respondents, whether part of the goods of which Millar was in possession at the date of the notice of motion (8th Oct.) had not been wrongfully obtained by him from Messrs. Balfour and Co. since the 25th July 1873; but this motion, after being partly heard, has, on the submission of the trustee, been since dismissed with costs. And the order in the present motion will therefore apply to all the goods and proceeds of goods in the possession of Millar on and since the 25th July last, as well as the £700 acceptance. As part of the trustee's case, it appeared on reference to the file of proceedings that the said general meeting of creditors under the petition was held on the 13th Aug. 1872, and at such meeting resolutions were duly passed, first, that the affairs of the debtor should be liquidated by arangement, and not in bankruptcy; and, secondly, that Buckley should be appointed trustee. And on the 15th Aug. these resolutions, with others, were duly registered and the trustee's appointment duly certified. It also appeared that on the 10th Sept. 1873, a meeting of the creditors of the debtor was duly held for the purpose of considering any offer made to the trustee by the debtor on the 26th Aug. 1873, to pay the costs of the proceedings, and to pay in full such of his creditors as were entitled to be paid in full, and to pay to his other creditors a composition of 7s. in the pound, by three equal instalments at the respective periods of three, six, and nine calendar months, from the date of the acceptance by the trustee of such offer; all such instalments to be secured by bills of exchange, payable at the above periods respectively, to be drawn by the creditors upon and accepted by the debtor; and the payment of the bills for the last instalment to be secured as after-mentioned; and that the property of the debtor vested in the said trustee should be retransferred to him on the acceptance of such composition by the creditors as a scheme of management of his affairs (except certain spinning and weaving plant at Newland Mills, which the trustee should retain as a security for the payment of the bills for the last instalment of the said composition as mentioned in the said offer), and such meeting was held for the purpose of considering the propriety of sanctioning the acceptance by the trustee of the said offer or any modification thereof as a scheme of settlement of the affairs of the said debtor. And at such meeting it was resolved that the sanction of the creditors of the debtor be, and the same was thereby, given to the acceptance by the trustee of the offer of the debtor, subject to the following modifications, namely: That the composition be paid by three equal instalments at the respective periods of two, six, and nine calendar months from that date (10th Sept.); and that the last clause of the offer giving the debtor a right to take the weaving plant at a valuation be withdrawn; and that the trustee be authorised and empowered to accept such offer so modified accordingly; and to re-transfer to the debtor the property late of the debtor then vested in the trustee (except the spinning and weaving plant at Newland Mills referred to in the said offer) immediately after the debtor shall have paid to the trustee the costs of the proceedings and the amount due to the trustee and to the creditors of the debtor who are entitled to be paid in full; and shall have deposited with the trustee the bills of exchange required by the terms of the offer so modified to be given for securing to the other creditors of the debtor the composition of 7s. in the pound mentioned in the said offer, and that the trustee be authorised and empowered to retransfer their spinning and weaving plant, or such part thereof as shall then be unsold, to the debtor immediately after the whole of the bills for the last instalment of the said composition shall have been paid; and, lastly, that the terms above specified be assented to by the creditors as a scheme of settlement of the affairs of the debtor. There does not appear to be any evidence on the

file of proceedings that the debtor actually or personally assented to the modifications of his offer, as resolved upon by the creditors; but such assent must, for the purposes of this motion, be assumed to have been given, because it appears that by an order of this court, dated the 30th Sept. last, made on the application of the trustee and supported by the affidavit of himself and his clerk, it was ordered that the approval of the court be, and it is thereby given to the said resolution and to the arrangement thereby authorised as a scheme of settlement of the affairs of the debtor; and on the hearing before me it was admitted by the trustee, on behalf of the debtor, that such assent had been given. Upon this order and these resolutions appearing, it was objected by Mr. Pullan, on behalf of the respondents, the Exchange and Discount Bank, Leeds (who are the holders of seven of the bills in question, amounting to £1333 11s.), that the trustee had no right, title, or interest in him which would justify his raising this litigation with the bill holders for the purpose of reducing their right of proof upon the bills; that, as trustee, his duty was to protect the interests of the creditors, and not take part with the debtor for whose benefit this motion, so far as it affected the bill holders, was intended to operate. This objection was not concurred in by all those who represented the other respondents. Mr. Watson, on behalf of the respondents, Messrs. Wright and Son, and Messrs. Wilkinson and Airey, desired that the court should make a declaration as to the rights of his clients. To remove the objection Mr. Ambrose, for the trustee, offered to amend the notice of motion by adding "on behalf of the debtor," and, if required, to add also the name of the debtor as a party moving. This was objected to on behalf of Millar and some of the other respondents, on the ground that the amendment would, as they conceived, materially affect their interests in the merits of the motion as it now stands. I proposed to allow the motion to be amended as the trustee might be advised on the payment of costs, but this was not assented to by Mr. Ambrose, and I thereupon allowed the motion to proceed, reserving to Mr. Pullan the full benefit of his objection, but I intimated that I should treat the motion, so far as it was adverse to the interests of any of the respondents, as a motion made by the trustee in the interest and on behalf of the debtor as the purchaser of the property under the scheme of arrangement. The debtor not having yet complied with the conditions precedent mentioned in the scheme, is not now entitled to a transfer of any of the property vested in the trustee, and, consequently, the trustee still remains the legal owner of such property. But, nevertheless, the debtor is, in my opinion, entitled to ask the trustee to take all such proceedings as may be necessary or proper for the protecting the property against any claims set up by third parties which would have the effect, if enforced, of preventing the debtor's possession when and if he shall become entitled to it. The debtor may, therefore, in my opinion, try the question between him and Millar, using the name of the trustee for that purpose. The question, however, must be tried between the trustee and Millar exactly as the question would have had to be tried if the property had never been vested in the trustee by means of the liquidation. Under the liquidation the trustee acquired such property and rights only as the debtor then had the liquidation which is the voluntary act of the debtor could not deprive Millar of any rights he then possessed, nor prejudice him in the enjoyment or enforcement of those rights, and therefore the first question raised by this notice of motion, namely, whether Millar had any property by way of lien in the goods in question may, I think, in this way be properly tried upon this notice of motion as it stands, but of course the parties objecting have the benefit of their objection reserved. [His Honour examined the evidence in detail, and proceeded.] I come to the conclusion that the lien claimed by Millar is established, and that the first part of the notice of motion, which asks that Millar shall forthwith deliver up to the trustee the goods in his possession, as belonging to the debtor's estate, must be dismissed, and this will extend to the goods in Millar's possession received from Messrs. Balfour. The next part of the motion asks for the delivering up to the trustee of the acceptance for £700. On this point his Honour said:—If it were necessary to come to a decision upon this point I should be strongly disposed to consider the £700 acceptance was sought to be obtained by the debtor unfairly to the prejudice of Millar, but it is not necessary to come to such a decision, because it was admitted upon the argument before me that the £2208 11s. 9d., mentioned in the debtor's balance-sheet as the estimated value of goods in the hands of Millar, applicable to meet his acceptances for £3524 8s., included this acceptance for £700; and that admission, coupled with the evidence, is sufficient to entitle Millar to retain that acceptance as part of his lien, and to receive the £700 from Mr. Morland when it becomes due, and give a valid discharge for it; and, as a consequence, that the trustee and the debtor are not only bound not to interfere with or prevent such receipt by Millar, but are bound to do all acts necessary or proper for enabling Millar to obtain such receipt. The second question, namely, whether the rule established in *Ex parte Waring* ought to be applied in this case, has now to be considered. The contention on the part of the debtor is that the bill holders are bound to apply to Millar and compel him to realise the goods which he holds, and apply the proceeds (including the £700 acceptance when received) in payment of the acceptances amounting to £3524 8s. *pro rata* among them, and then that they should be admitted to prove against the estate of the debtor and receive the composition of 7s. in the pound upon the amount of their bills, less the sum they shall have received from Millar. In other words, that the debtor is entitled to have the goods in Millar's hands applied for his benefit, discharged of his liability, and indemnify Millar. As the debtor has obtained a resolution of his creditors (which is binding upon all his creditors, including the bill holders) to accept a composition of 7s. in the pound, the creditors (other than the bill holders) have no interest in the question of the amount for which the bill holders are to prove, and on which they are to receive the 7s. in the pound. That is purely a question between the debtor on the one hand and the bill holders on the other. Now I take it to be quite clear that the bill holders are entitled to receive from the debtor as drawer, and Millar as acceptor, either together or separately, 20s. in the pound upon the amount of the bills, and that as they are now limited to 7s. in the pound from the debtor, as drawer, they are entitled to recover at least the difference, 13s. in the pound, from Millar, and to recover it in the best way they can from Millar. They are not bound to have regard to the fact that Millar is an accommodation acceptor. They are entitled to treat him as primarily liable, and deal with him accordingly. As between the debtor and Millar, the debtor is primarily liable to pay the acceptances in full and to indemnify Millar from all liability in respect of them. But the contention on the debtor's part is, that because he has become insolvent he has relieved himself from his liability to Millar, as acceptor, and can demand to have the goods and moneys which are in Millar's hands as an indemnity against his liability as accommodation acceptor, and which are insufficient for that purpose, withdrawn from Millar, and applied to relieve the debtor of his liability as drawer. This is shown by the letters written by Messrs. Wood and Killick, on the 30th Sept. to the bill holders. The demand thus made would involve a plain and manifest injustice both to Millar and the bill holders; to Millar because it would withdraw from him property which, being insufficient for his indemnity, he is entitled to dispose of to the best advantage for his own protection, and to the bill holders, by compelling them to accept a dividend of 7s. in the pound upon a reduced amount of proof, which must leave them less than 20s. in the pound. On the 26th Sept. last, and before the resolutions of the 10th Sept. had been confirmed by this court as a scheme of arrangement under the 28th section of the Bankruptcy Act 1869, the trustee applied to this court for its directions upon a statement now upon the file which represented the facts of the case, as the debtor afterwards stated them on his application, and which, upon the whole evidence I have come to the conclusion was erroneous. On that application coming before me, and assuming the facts to be correctly stated, I directed that the trustee should give such notice of motion as he might be advised for the purpose of bringing Millar and the bill holders before the court, in order that the rights and equities of all parties might be ascertained and declared. And the present notice of motion has been given in consequence of that direction; but neither Millar nor the bill holders ought to be prejudiced by that direction, nor are they in any way bound by the trustee's statement as to any of the facts alleged by him; and I notice this particularly, because it must not be supposed that a trustee derives any advantage over an adverse party, or secures any benefit or immunity to himself by any order the court may make upon his *ex parte* statement, beyond this, that as the court has sanctioned his proceedings, he may expect to be indemnified out of the estate for any costs he may properly incur himself, or be ordered to pay to those with whom he raises the litigation, if it should ultimately fail. The trustee's case, now that the facts are fully before the court, depends entirely upon the applicability of the rule established in *Ex parte Waring* to the present case. In my opinion that rule is not applicable. The foundation of that rule rests upon the necessity for applying it in order to adjust conflicting rights and equities between two sets of creditors, claiming under the forced administration of two insolvent estates. The existence of the double insolvency is necessary to the application of the rule; it does not rest upon any original right in the bill holders; though, when the application of the rule has been rendered necessary by reason of the double insolvency, the bill holders may obtain the benefit of it by independent proceedings of their own; but no authority has been cited, nor am I aware that any exists showing that they are compellable to do so to their own prejudice. The authorities upon the subject, which were cited, are *Ex parte Waring* (19 Ves. 345; 2 Rose Bank. Cas. 182); *Powles* v. *Hargreaves* (3 D. M. & G. 430; 25 L. J., N. S., 1, Ch.); *Hickie's Case* (L. Rep. 4 Eq. Cas. 226); *Ex parte Alliance Bank* (L. Rep. 4 Ch. App. 424); *City Bank* v. *Luckie* (L. Rep. 5 Ch. App. 663), *Bank of Ireland* v. *Perry* (L. Rep. 7 Ex. 14), *Ex parte Smart* (L. Rep. 8 Ch. App. 220.) A short statement of the case of *Ex parte Waring*, which established the rule in question, and the principles of Lord Eldon's judgment will show its inapplicability to the present case. In *Ex parte Waring* the facts were these—Bracken and Co., manufacturers, in Lancashire, drew upon Brickwood and Co., bankers, in London, who accepted their drafts, Bracken and Co. remitting to them cash and bills to cover their liability, and Bracken and Co. had also deposited with Brickwood and Co. the deeds relating to certain real estate as a further security. On the 7th July 1810, Brickwood and Co., the acceptors, became bankrupt, being at that time under liability upon acceptances for Bracken and Co. to the amount of £24,000, but having in their hands belonging to Bracken and Co. as security for their indemnity—cash balance £6760 7s. 6d., also short bills £21,645 10s., and deeds relating to real estate which realised £2961; these, amounting together (exclusive of the cash balance) to more than the acceptances, so that Brickwood and Co., the accommodation acceptors, were fully covered by the securities in their hands. Now if on the day after their bankruptcy it had been ascertained what was the demand Brickwood and Co. had against Bracken and Co., it is impossible to deny (Lord Eldon says) that if Bracken and Co. had relieved Brickwood and Co. of the acceptances for £2400, the short bills and the deeds must have been restored to Bracken and Co. On the other hand, it was equally clear that Bracken and Co. could not have re-demanded the short bills or the deeds without bringing in under the estate of Brickwood and Co. funds equal to the claim that Brickwood and Co. had in respect of the short bills and the mortgage, for they were first applicable to the discharge of those acceptances, not for the security of the persons in whose hands those acceptances were, but for that of Brickwood and Co., who had become liable for them. The liability of Brickwood and Co. must be exonerated before any restitution could be claimed by Bracken and Co. In consequence, however, of Brickwood and Co.'s bankruptcy, Bracken and Co. also became bankrupt; this happened on the 2nd Aug. 1810, and it then became impossible for the rights between the two estates to be properly adjusted. Bracken and Co.'s estate was no longer able to make the restitution necessary to entitle it to redemand the securities from Brickwood's estate, and Brickwood's estate was left in possession of property of Bracken's estate, which did not belong to it. The full amount of the bills were proved against both estates, and neither estate could have the benefit of the specific appropriation; thus a wrong was done to Bracken's general creditors by a proof being made against that estate for this £24,000, which ought to have been paid by the securities in Brickwood's hands, and Brickwood's creditors had the undue advantage of having applied for their benefit property of Bracken held by Brickwood for a specific purpose, which was no longer enforceable. Lord Eldon cut the knot by holding that the property held by Brickwood as security should be applied in payment of the acceptances to the persons holding them, not as in the nature of a direct demand or right in those persons, but as the true way of arranging the equities between the two estates. And in that particular case the result was that the bill holders were paid in full out of the proceeds of the securities, and both estates relieved of the proofs, and thus complete justice was done to the other creditors of each estate. Now apply the principles of that case to the present. Brickwood answers to Millar, Bracken to the debtor Bartrum; Brickwood, the accommodation acceptor, becomes bankrupt, having assets of Bracken in his hands more than sufficient to cover all his liability. Millar is not bankrupt—is still liable for the whole amount of his accommodation acceptances, having assets of the debtor in his hands not sufficient to cover his liability. The debtor, the accommodated drawer primarily liable to indemnify Millar, and not having done so, voluntarily makes himself bankrupt, or what is equivalent to it, and then buys back his estate from his trustee for a sum equal to 7s. in the pound on his debts, of which his liability as accommodation drawer forms a part, and then seeks to withdraw from

Millar assets which are insufficient for his indemnity, and which in Millar's hands are primarily applicable to that purpose, and have those assets applied to relieve him from his primary liability as the accommodated drawer, and having done that wrong to Millar, he further seeks to compel the bill holders to reduce their proof upon the bills by the amount of which by these means he shall have wrongly deprived Millar. It appears to me that this contention of the debtor put forward through the trustee fails altogether, being an attempt to apply the rule so as to cause, not prevent, a wrong. I have not omitted to observe that the trustee, through his solicitors, has endeavoured to induce some of the bill holders to force Millar into bankruptcy, but he has not succeeded. The bill holders appear to have confidence in Millar, and are willing to leave him to deal with his estate and manage his affairs without any hostile interference on their part, and with that confidence, I am of opinion the debtor, or the trustee on his behalf, has no right to call on this court to interfere. The order, therefore, will be as follows: Dismissing the motion so far as it seeks the delivery up by Millar or his accounting for and paying to the trustee the proceeds of any of the goods in his possession or the acceptance for £700 mentioned in the notice, and declare that the said goods, including the goods received from Messrs. Balfour and Co., and proceeds, and the acceptance or securities in the hands of Millar for indemnifying him against the payment of the several bills amounting to £3524 8s., drawn by the debtor upon, and accepted by, Millar mentioned in that notice. And it appearing that the value of the said goods and acceptances are insufficient for the purpose of such indemnity, declare that the said George Millar is entitled to sell and dispose of the said goods, and to receive the proceeds thereof, and also the sum of £700 due upon the said acceptance, and to give a valid discharge for the same to the acceptors thereof, and it is ordered that the trustee do concur with the said George Millar in doing all such acts as may be necessary or proper for enabling the said George Millar to receive and give a discharge for the said sum of £700. And that the said George Millar do apply the proceeds of the said goods, and the said acceptance for the benefit of the said bill holders, in such manner as he and they shall agree upon, so that none of the said bill holders, after giving credit for the composition of 7s. in the pound, mentioned in the scheme of arrangement for settlement of the debtor's affairs — approved by this court on the 30th Sept. 1873 —or so much of such composition as the said bill holders respectively shall receive, do receive more than 20s. in the pound on the amount of the bills respectively held by them; and declare that the said bill holders are entitled to prove against the estate of the said debtor for the full amount of the bills held by them, with the usual rebate as to any that had not matured on the 25th July last, and to receive the said composition of 7s. in the pound thereon, in the manner provided for by their scheme of arrangement. Order the said Charles James Buckley to pay to the several respondents who have been served with and have appeared upon this motion their costs to be taxed by the registrar; and let the said Charles James Buckley be at liberty to add the said costs and also his own costs of this application to the costs which he is entitled to be paid under the said scheme of arrangement, but so as not to prejudice the right of the creditors of the said debtor to the said composition of 7s. in the pound, on the security provided for the last instalment thereof. Liberty is reserved to the trustee to apply to this court in respect of the disposition and application by the said George Miller of the said goods and moneys, the subject of the said indemnity, and otherwise under this order as he may be advised.

LEGAL NEWS.

International Law in Japan.—The Japanese Embassy have appointed Mr. W. E. Grigsby, B.A., of Balliol College, Oxford, Professor of International Law at Yeddo. We understand that a handsome salary has been guaranteed. Mr. Grigsby took a first-class in the final classical school in Michaelmas Term 1872; he afterwards gained the Vinerian Law Scholarship, and last summer took a first class in the Law School. He is also a graduate of the University of Glasgow, where he gained the Luke Fellowship, and is a member of the University of London. There have been five Japanese students studying law at Oxford this Term, among whom are the son of the Prime Minister, and Nabishima, one of the chief Daimios. These students manifest great zeal and aptitude for the study of English law. They take the lectures of their tutor in English, which they translate into their own language, and submit the retransiations to his approval.

Criminal Prosecutions.—The cost of criminal prosecutions in Ireland in the year 1871-72 was £64,935 5s. 5d., against £75,244 0s. 2d. in the preceding year.

Mr. Williams, late Attorney-General of the United States, has been appointed Chief Justice or the Supreme Court. He is succeeded by Mr. Bristow, late Solicitor-General.

Solicitors Elected to the Office of Mayor for the Ensuing Year.—Mr. Alfred Rooker, Plymouth; Mr. G. M. Watson, Stockton-on-Tees; Mr. H. E. Silvester, Beverly; Mr. Alexander Beale, Reading.

European Assurance Arbitration.—On Wednesday last Lord Romily sat in the European Assurance Arbitration. Some cases stood over, and in the case that was heard judgment was deferred. The next sitting will, probably, be held some time at the commencement of the new year, when it is expected that a large number of cases will be ready for hearing.

Crime in Ireland.—It is shown by the judicial statistics for Ireland of last year that the treasonable offences, which in 1867 exceeded 500, were reduced in 1870 to thirty-seven, had fallen to seven in 1871, and had entirely disappeared in 1872. Last year there were 211,470 offences dealt with summarily in Ireland against 220,179 in the previous year. The number convicted in 1872 was 177,526.

The Privilege of Jury.—In the recent *Nisi Prius* case of *Wolf* v. *Clayton*, where the defendant was sued for an assault, and a verdict was given in his favour, it being in the opinion of the jury "a mere horse-dealing squabble," the presiding judge—Mr. Justice Brett—remarked, "Don't give any reason for your verdict, gentlemen. It is a great privilege that you have never to give a reason."

The Election Petition against the Attorney-General.—Notice has just been given that Mr. Justice Grove will hear the election petition against the Attorney-General (Mr. H. James), and his Lordship has appointed Monday, the 12th Jan. to commence the proceedings. W. C. Russell, Q.C., and Mr. W. G. Harrison will appear for the petitioners; Mr. Serjt. Ballantine, Mr. H. Giffard, Q.C., and Mr. J. O. Griffits, for the Attorney-General. The allegations against the sitting member are—that he has been guilty by his agents, of bribery, treating, undue influence, and persuasion.

Lawyers—as well those in embryo as those full fledged—seem particularly liable to that condition of things usually described by the daily papers by "Mysterious disappearance." Not long since a solicitor in the Isle of Wight was lost for weeks, and during the present week it seems that a Mr. John Jumblin, sent up to town by his father to pass the intermediate examination at the Law Institution, has shared a similar fate. No doubt, in proper time, the gentleman in question will be restored alive and well to his anxious father, who applied to Mr. Flowers, at Bow-street, upon the subject.

The Virginius.—A correspondent of the *Pall Mall Gazette* comes to the following conclusions: "On the whole, the nearest approach that can be formed to a legal opinion on the whole matter is that, according to legal analogies, the Spaniards had a right to seize the ship, that they had no right (unless they entered Cuban waters) to try the men whom they found in it, but only a right to detain them and deliver them over to the Americans for trial, with a possible exception in regard to subjects of their own who had already committed crimes against Spanish laws. Lastly, it appears to me that unless they entered Spanish waters they could not be regarded as rebels, and that, whatever else they were, they were not pirates. This, however, is so qualified and intricate a view of the subject that no human creature not being a lawyer could be expected to act upon it, and the general result appears to be that international law, as it is called, is in a vague unsatisfactory state, and leaves out of account many matters which it ought to provide for."

Private Bill Legislation. — The total number of sets of plans deposited in the Private Bill Office of the Board of Trade, is 241 for this year. Of these 121 refer to railways, 5 to tramways, 68 to gas, road, water, harbour, pier, and schemes of a miscellaneous nature. In 47 cases the promoters have elected to proceed by way of provisional orders. On or before the 15th inst., notice is to be given to owners, lessees, and occupiers of land intended to be taken by any private bill in Parliament, also notice as to applications for tramways, &c. Plans and books of reference were deposited by the 30th ult., and it is understood that the number was 241, of which 121 relate to railways. By the 21st inst. all petitions for private bills are to be deposited at the Private Bill Office with the particulars specified in the Standing Orders; and on or before the 31st inst. all estimates, declarations, and lists of owners and occupiers as required by the orders of the House. The money deposits in the Court of Chancery to be made before the 15th Jan.

Polling Districts.—A return has been issued of the divisions of counties into the polling districts of England and Wales, under the Ballot Act 1872. In Middlesex, including the City of London, there are seventeen polling districts, and the several places are specified.

Crown Debts.—For the year ending June 1873, 150 persons—68 in England, 1 in Scotland, and 81 in Ireland—were imprisoned at the suit of the Exchequer—the Board of Inland Revenue —for periods of from 1 day to 12 months. As to the Customs 114 persons were imprisoned, and 1223 persons were fined. In one case a fine of £2000 was inflicted; the offender was convicted in November 1871. The imprisonment of this person continued on the 2nd August 1873.

CORRESPONDENCE OF THE PROFESSION.

Note.—This Department of the Law Times being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it

Our Invaders.—This is a question in which all solicitors are interested, and in some places the evil is so great that deeds are drawn and charged for by persons wholly unconnected with the Profession. This being so, I would suggest (as it is useless to expect solicitors to take the initiative and to prosecute, and as there is no society to protect them) that they should bring their influence to bear and get the annual certificate duty discontinued. Without more practical protection than they at present have, it is unfair that they as a body should be taxed in the way they are.

A Country Solicitor.

NOTES AND QUERIES ON POINTS OF PRACTICE.

Notice.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.

Queries.

41. Final Examination. — A clerk's articles expire two days before the end of term. Can he procure admittance in that term? Would he be debarred from obtaining honours by not offering himself for examination until the following term? A. C.

[Yes, he can certainly be admitted in that term. Age over twenty-six years is the only thing that disqualifies for honours.—Ed. Sols. Dept.]

Answers.

(Q. 26) Devise—Words of Revocation.—In *Taylor* v. *Taylor* (22 L. J., N. S., 743 Ch.) Lord Cranworth says:—"As to the real estate, the law gives it to the heir, and the law would do the same if the testator said that his real estate should not go to his heir, but omitted to make a valid devise of it." S.

(Q. 34). Stamps—Agreement.—By 33 & 34 Vict. c. 97, a penny stamp must be attached to any tack or lease for any definite term less than a year, of any dwelling-house or tenement, or part thereof, at a rental of less than £10 annually. Under sect. 24, the stamp should be cancelled, subject to a £10 penalty; and by sect. 36, by the person whose signature is first made. According to Tilsley on Stamps (3rd edit., p. 476), an agreement for a lease is on a similar footing. See p. 505, 506, as to other leases. C. C.

(Q. 35). Bill of Costs—Partner.—Unless the client expressly consented to accept the firm as his creditor the bill should be in the single name of the solicitor first instructed; for the right to enforce payment of the bill, being a *chose in action*, cannot be transferred to a third party (and here the firm is a third party) without the consent of all the parties to the original contract. But if the client consented to become debtor to the firm the whole bill should be presented in the name of the firm: (See *Moor* v. *Hill*, 2 Peake, 10; and *Wilsford* v. *Wood*, 1 Esp. 183.) Owl.

— In this case I would make out two distinct bills: No. 1, in my own name solely; and No. 2, in the joint names of myself and partner. Such appears the correct plan. C. C.

Q. 37). Trustees — Investment. — If the stock and dividends are guaranteed by the Indian government, I would not object as trustee to invest therein, even without a special power for the purpose; and which, in this case does not seem to be conferred, as "India" is not named. See Davidson's Conv. 7th edit. vol. 2, p. 191, 192, where the power is conferred. It is possible that the settlor or testator intended to include Indian securities in this case. C. C.

— As East Indian Railway Stock, not being an authorised security, is not expressly mentioned in the investment clause, I think this case falls under *Harris* v. *Harris* (29 Be. 107), where it was decided that a power to invest "upon the security of the funds of any company incorporated by Act of Parliament," did not warrant an investment in railway preference shares. I think, therefore, that the clause is not sufficient authority to the trustees to invest upon the stock in question. Owl.

(Q. 39.) CUSTODY OF INFANT.—A. B. should execute a power of attorney (which is an instrument under seal attested by one witness) to some one in the country, sending at the same time an affidavit as to the age of the infant, the nature and amount of its fortune, what relations it has, and why A. B. desires to remove it from its mother's custody. Such person should then apply to the Court of Chancery. The application should be at chambers, by original summons, entitled, "In the matter of C. B., an infant, by his next friend." If the infant has no property a small sum, such as £100, should be vested in a trustee for his benefit previously to the application. OWL.

LAW SOCIETIES.

ORGANISATION AMONG SOLICITORS.

(*Continued from page 72.*)

The Work done by Local Law Societies.

Such being the geographical position, what is the nature of these law societies; what do they set themselves to do, and how do they do it? In some cases I have reason to know, from correspondence with their secretaries, that but little actual work is attempted; that the committees are rarely summoned, and that there is much difficulty in securing an attendance even when important business is before them. The societies of which this is true exist mainly for the purpose of social intercourse, of promoting good feeling and facilitating the settlement among themselves of disputed points of practice or etiquette. These are important objects, and I do not underrate them. The really active societies, however, do this and something more. They watch legislation and judicial decisions affecting their interests and the interests of their clients. Law Bills in Parliament are regularly sent to them, considered by their committees, and reported on when necessary to general meetings of the society. The strongest of them have recognised positions in their towns as public bodies, and as such enter into official communication with municipal corporations, chambers of commerce, and members of Parliament. The most powerful body in the locality which knew that it had to encounter the determined opposition of one of these societies would take that fact (I suspect) into consideration. With every respect to Sir George Jessel, they are neither obscure nor uninfluential, but on the contrary, perfectly well known and highly respected; wielding large powers, and wielding them for the public good. A really active local law society is, within its own range of influence, most effective. For all purposes of local action, for the purpose of bringing to bear on public questions, and on public men the concentrated force of a particular district; for the purpose of establishing friendly relations between the members of a profession who do business under somewhat exasperating conditions; for the purpose of compelling the attention of its members to questions not only interesting as problems in jurisprudence and political science, but of direct moment to themselves; for the purpose of creating and preserving a high standard of professional honour, such a society is efficient and powerful.

Concerted action of Local Law Societies.

But for the purpose of concerted action, as a means of bringing the united strength of our Profession to bear on given questions, local law societies, as at present constituted, are not adapted and are not effective. I say this with some knowledge of what may be done, and of what has actually been accomplished, by the spontaneous association of certain law societies. When the Judicature Bill was before Parliament there were certain parts of that Bill—the district registry clauses and the clauses relating to the appointment of referees—to which a large number of country solicitors attached much importance. This part of the Bill having been pointedly threatened, some societies who occasionally act together, the Law Society of this town, the societies of Liverpool, Manchester, Newcastle, and Leeds, took the matter up, had a meeting and formed a committee, sent some of their members to London, prepared a circular which was issued to every law society in the kingdom, procured the assent of about fourteen societies to that circular, distributed it to all members of Parliament, and in other ways actively intervened to secure the object in view. But the difficulties of working were very great, and the labour was very great, and those difficulties and that labour cannot, under existing conditions, be faced often or except on occasions of very unusual importance.

Our position as regards organisation is therefore this. We have two societies established in London occupying the same ground and doing what may be regarded as practically the same work—watching the interests of the Profession generally, directly and actually representing the London branch of it, but without any adequate or recognised means either of ascertaining the opinions of the mass of country solicitors, or of giving effect to those opinions if they knew them. And we have thirty-five local law societies, some of them very active and powerful in their own districts, and capable on an emergency of bringing considerable force to bear; others little more than social clubs, but each existing and acting in the main independently and without any acknowledged means of combination. These societies are, moreover, so few and so situated in place that while no county or considerable district in the kingdom is sufficiently represented, sixteen English and eight Welsh counties, to say nothing of many most important districts and towns, are not represented at all.

Parliamentary Influence.

With these facts before us we need not wonder that men in official position can afford to sneer at our Parliamentary influence, and that legislation should be conducted without reference to our opinions, and in a sense frequently adverse to our legitimate demands. Now I think that an educated and powerful body of men should not consent to this contemptuous indifference. We should not be satisfied to be held of so much smaller account than the Licensed Victuallers' Association or the Council of Trades Unions. And the question is, how to make ourselves felt. There is but one means, and that is by a more perfect organisation. I proceed to offer some suggestions on this head.

Suggestions for Organisation.

Suppose we had at this moment no organisation or administrative machinery of any kind, and that the question before us were, how best to arrange our force and make it effective for the purpose in hand. What would be assumed as necessary by men who had to consider this question for the first time? Given the circumstances of our Profession, on what lines would persons acquainted with those circumstances propose to build. I think it would occur to every one that, in order to make the most of the influence of a body so widely separated as solicitors, no single centre of administration would suffice. I say "to make the most of the influence"—for it is not the payment of an annual subscription, but personal attention, that is needed. But in order to interest men in a subject to the degree necessary to induce them to give their active attention to it, it must be brought near to them, and they must have something to do with it beyond merely subscribing to further it. To get at the solicitors of Cornwall and Northumberland, for instance, we must find something to do in Cornwall and in Northumberland; something to engage their attention and make them feel that they are directly responsible for a part of the common work. And a second postulate would be, that an exceedingly strong administration must be established in London. We should, in effect, say to ourselves,—"Go to—let us have a London office and branch offices all over the country. Let us give to our London office a strength and position that will enable it worthily to represent us at the centre of affairs, but let us take care that it does represent us, and to this end let it be connected with its affiliated members by an efficient system of representation and by constant and active communication." A strong central administration, connected with local administration sufficiently numerous to utilise our diffused strength, would be, I suspect, the guiding idea if we had to construct our organisation *de novo*.

The system at present in operation does not, I need scarcely say, fulfil these requirements. It is both redundant and defective. As regards the metropolitan administration, it gives us too much, and as regards the provincial administration too little. We have in London two societies, each to a great extent managed by the same men, each representing the same general interests, doing, or aiming at doing, the same work; active together, inactive together, but with distinct offices, a separate staff and a different name. And we have in the country a wholly and absurdly insufficient number of law societies, unconnected with each other, and unrelated to the central offices in London.

Remedies.

The remedy for this unsatisfactory state of things is not far to seek. As regards London, it would appear on every ground desirable to unite the Incorporated with the Metropolitan and Provincial Law Association. So far as the interests of the London Profession alone are concerned, the dual representation and management is nothing but a loss of prestige and a waste of working power. So far as the interests of the country Profession are involved, the co-existence of the two societies only serves to perplex and embarrass. On those occasions, happily not very frequent hitherto, when there has been a division of opinion between the solicitors of London and the country, the Metropolitan and Provincial Association is neutral, and therefore useless. So far as this association was designed to furnish the provincial branch of our Profession with a means of enforcing their views on points on which the metropolitan branch was supine or hostile, it has failed. And it may be predicted with tolerable confidence that it will always fail in this respect. For it is not in human nature to expect a body, the working strength of which is formed by London men, to be zealous in doing that to which as London men they totally object. So far as it was designed to enable London and the country to co-operate on points on which they are agreed, that object will be better promoted by the country solicitors joining the older and more powerful body, and thus making one very strong society instead of two comparatively weak ones—a matter of so much importance that it would be worth while making some sacrifice to make it, even if sacrifices were implied (which I think they are not) in the step.

But as regards the country there is much to do. There are in England at least eighty towns which should have their law societies as a matter of absolute and immediate necessity. In what state must we consider an organization to be in which there is no ready way of moving the Profession in towns like Chester, with fifty-one practising solicitors, Derby, with forty-six solicitors, Durham with thirty-four, Oxford with thirty-four, Huddersfield with forty-four, Sheffield with eighty-eight, Bradford with sixty, Norwich with eighty, and Nottingham with eighty-one solicitors—all these towns, moreover, the centres of important districts?

I cannot help thinking that if this matter were seriously taken up, and an appeal made to the heads of the Profession in the towns I have named, and in others mentioned in a list annexed to this paper, many, at least, would be induced to act.

Modus operandi.

I should suggest a circular pointing out the necessity of the step, together with some hints as to the manner in which law societies may be formed and worked. That information on this subject is useful is shown by the applications occasionally made to the secretaries of the established societies for a copy of their rules. In towns in which there is no law library the formation of one might be made with advantage a part of the scheme.

But the law societies formed and to be formed require two distinct lines of connection. First, they should be connected with what I call for shortness "The London Society"—that is, the society formed by the merger of the Metropolitan and Provincial with the Incorporated Law Society. I do not think it at all necessary that provision should be made for enabling law societies, as such, to become members of the London body.

The working of Law Societies.

The mere fact of the establishment of a local law society should entitle it to correspond with and obtain such information and assistance as the London Society can bestow. There should be a secretary in the London office, charged with the special duty of corresponding with the local societies. Bills in Parliament and other papers should be circulated among them, and their attention called to matters which men immersed in their own business, and far from the centre of affairs, are apt to overlook. Secondly, the law societies should have facilities for co-operating as among themselves. It frequently happens that particular districts are specially affected by legislative and other proposals. There is a Railway Bill, or a Rivers Commission, or a Mines Regulation Bill, or some matter of that kind, in which the solicitors of a wide district may be interested. It may even happen that on some more general question a very considerable number of country solicitors may wish to act together and independently of others. Such was the case with regard to the district registry clauses of the Judicature Bill—such may be the case when the second report of the Judicature Commissioners is embodied in a bill. Such joint action is, under present circumstances, extremely embarrassing. It will be difficult under any circumstances, but not so difficult. Assume for the moment that we had a hundred local law societies in the United Kingdom. They would probably be distributed somewhat in this way—thirty in the six northern counties, forty in the twenty-two southern and western counties, and thirty in the twenty-three midland and eastern counties. It would be quite practicable for the law societies of these three groups to form themselves into unions—say the Northern, Midland, Southern, Eastern, and Western Union, or, if necessary, still more—with joint committees, and the power of summoning members whenever and wherever desirable, and of acting on behalf of the constituent bodies.

That is all that need be done at first in the way of framework. It would give regularity and formal sanction to their acts, and additional regulations would grow out of this. The main difficulty is, of course, in getting members at a distance to attend, and in inducing them to work when they do attend. That is a difficulty which cannot be surmounted by any administrative facilities, but the preliminary one can. But you will note

that it is an obstacle which is serious in proportion to the fewness of the societies; as these increase it will almost certainly diminish.

Summary.

The proposals I have laid before you are therefore shortly these:—1. The amalgamation of the Incorporated Law Society and the Metropolitan and Provincial Law Associations. 2. The formation of an adequate number of local law societies, and the establishment of a connection between the London society and the local law societies on the one hand, and the local law societies between themselves on the other. I have purposely avoided entering into detail as to the manner in which these changes are to be worked out, both because I am anxious not to distract your attention from what has to be done by a premature discussion on how to do it, and because I conceive the difficulties to be, not in carrying out, but in initiating the scheme. When the men of our Profession awake to the fact that with all their great power they are comparatively powerless; when they draw the inference that this arises from an imperfect organisation, and, when realising this, they make up their minds to act, that first step will involve the rest. I do not say that I attach no importance to the form which our organisation is to take; on the contrary, I consider it most important; but I think the form of infinitely less moment than the substance. This plan may be better than that; but this or that plan is nothing compared with the determination to have an organisation of some kind at any price and without delay.

LIST OF TOWNS IN WHICH NO LAW SOCIETIES AT PRESENT EXIST.

The number of Attorneys is given in parentheses.

Barrow-in-Furness (14)
Bedford (14)
Beverley (14)
Blackburn (28)
Boston, Lincoln (17)
Bradford (60)
Bridgwater (19)
Burton-on-Trent (14)
Bury, Lancashire (16)
Canterbury (18)
Cardiff (36)
Carmarthen (17)
Chatham (14)
Cheltenham (41)
Chester (51)
Chichester (10)
Chippenham (10)
Chorley (10)
Cirencester (11)
Colchester (21)
Coventry (22)
Croydon (30)
Darlington (20)
Deal (10)
Derby (46)
Devonport (19)
Dewsbury (22)
Dolgelly (10)
Doncaster (24)
Dover (14)
Dudley (18)
Durham (34)
Falmouth (10)
Greenwich (20)
Halifax (36)
Hanley, Stafford (15)
Harrogate (11)
Hartlepool (11)
Hastings (18)
Haverfordwest, Pembroke (16)
Hereford (26)
Huddersfield (44)
Ipswich (38)
Leamington (22)
Lewes (17)
Lichfield (17)
Middlesborough (15)
Newark (17)
Newport, Monmouth (33)
Norwich (80)
Nottingham (81)
Oldham (20)
Oswestry (22)
Oxford (36)
Pembroke and Dock (18)
Penzance (14)
Peterborough (16)
Portsea (26)
Portsmouth (18)
Reading (21)
Rochdale (26)
Rochester (18)
Salisbury (19)
Scarborough (25)
Sheffield (88)
South Shields (16)
Shrewsbury (37)
Southsea (19)
Stockport (15)
Stockton (23)
Stourbridge (19)
Stroud (21)
Swansea (26)
Truro (17)
Wakefield (28)
Walsall (25)
Warrington (17)
Warwick (18)
Whitehaven (22)
Wigan (27)
Yarmouth (29)

MANCHESTER LAW STUDENTS' DEBATING SOCIETY.

THE annual meeting of this society was held on Tuesday evening, the 18th ult., at the Law Library, Cross-street Chambers, Manchester.

Thomas Jepson, Esq., solicitor, President of the Manchester Incorporated Law Association, occupied the chair.

The minutes of the previous meeting having been duly confirmed, the honorary secretary, Mr. C. T. Bateman, read the committee's report, which was, on his motion, unanimously adopted, of the proceedings and position of the society during the preceding session; and proposed, as new members, Messrs. J. H. Clayton, L. R. Entwisle, Charles Lord, Thomas Marshall, — Nicholson, and William Pratt. The election of officers, appointed to take place on that evening, was by special resolution postponed to the following meeting.

R. M. Pankhurst, Esq., LL.D., barrister-at-law, delivered a lecture on "The historic and philosophic methods in relation to the study of the law." He believed the present was a moment of supreme importance with respect to the study of the law in England, for he believed they were on the point of entering upon a much higher estimate of the relation which the legal Profession bore to the political and social system. They all knew that soon after any great political reform in which society has made some substantial advance, the law, which was solid and inflexible, had to be amended, so as to bring it into harmony with the altered state of society. Some years ago there was a settlement of the constitutional system to a very considerable extent, and that was now being reflected upon the legal system by a substantial scheme of law reform, so that a kind of new career was opening up for the law student. Adverting to the origin and progress of law, he said our personal law was derived entirely from the old conception of the patriarchal family. That was the unit of ancient society, and from that unit was derived the law of personal status such as we have it at present. The law of property was derived from an aggregate of family groups constituted into a village community. From the relations of this village community holding land in common, cultivating it in common, and enjoying the fruits of it in common they obtained the roots of the real property law as it existed in England. In connection with this part of the subject he described the law relating to married women's property in England and in France, contending that in the latter country it was much more in accordance with justice than in England. He afterwards dwelt at great length on the analytic and philosophic study of the law. When they viewed the law in its various phases by a firm and clear use of the analytic process, they were not only giving themselves a mental discipline which constituted a high education, but they were laying the foundation of that solid appreciation of the principles and deductions from principles which, supplemented by a fair degree of practical work in after life, was calculated to make them not only sound lawyers, but efficient public servants.

Mr. J. F. Milne, solicitor, in moving a vote of thanks to the lecturer, expressed his dissent from some of the views propounded on the subject of married woman's property. He believed that what Dr. Pankhurst and his friends meant by the freedom of married women was the slavery of married men—which he should resist to the utmost.

Mr. Cooper, solicitor, seconded the motion, which was passed with acclamation.

Dr. Pankhurst, in the course of his reply, after referring to the Married Women's Property Act 1870, which he characterised as a very faulty measure, expressed a hope that the time was not far distant when acts of Parliament, before becoming law, would be reduced to plain, intelligible terms, so that they might not have the judges saying, "this is a muddle of words called an Act of Parliament, and we have to give an intelligible meaning to it, but we cannot do so, and must do as well as we can." It was the function of Parliament to say that they wanted certain things doing, but they should leave to competent legal draftsmen to say how it should be done. What was wanted was a body of legal advisers to take up the ideas which Parliament submitted, and reduce them to a technical but intelligible form before they received the royal sanction.

Thanks were then respectively accorded to the "retiring officers," to the members of the Manchester Law Library and Manchester Incorporated Law Societies, and, finally, to the chairman of the evening. After these votes had been severally responded to, and the secretary had made the usual announcements, the meeting terminated.

The second meeting of the present session of the above Society was held, at the same place, on Tuesday evening the 25th inst., when W. A. B. Hamilton, Esq., barrister-at-law, presided. The following officers were elected: Hon. Secretary and Treasurer, Mr. C. T. Bateman; auditor, Mr. R. G. Lawson; and members of committee, Messrs. H. N. Bryan, L. Broadbent, C. J. Cooper, Doyle, A. W. Grundy, R. G. Lawson, A. B. Platt, H. J. Sharp, Jos. Whitaker, and W. A. Whitehead.

Messrs. C. J. Cooper, Jonas Craven, and G. H. Medlicott, were proposed, and Messrs. Clayton, Entwistle, Lord, Marshall, Nicholson, and Pratt, elected members of the society.

The Chairman then called upon Mr. Grundy to move, "That no breach of a contract for service ought to be treated as a criminal offence," which motion was seconded by Mr. Whittaker. Messrs. Lawson and Bateman opposed the resolution, which, after a reply from Mr. Grundy and a summing by the chairman, was rejected by a majority of four votes. The proceedings concluded with a cordial vote of thanks to Mr. Hamilton.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at 1, Milford-lane, Strand, W.C., on Wednesday, the 3rd Dec. Mr. H. Lewis Arnold in the chair. Mr. T. J. Baker opened the subject for the evening's debate, viz.: "That it is desirable to appoint a Public Prosecutor." The motion was carried by a majority of 4.

LAW ASSOCIATION.

AT the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, in Chancery-lane, on Thursday, the 4th inst., the following being present, viz., Mr. Desborough (chairman), Mr. Steward, Mr. Burges, Mr. Gresham, Mr. Kelly, Mr. Masterman, Mr. Sidney Smith, and Mr. Boodle (secretary), the sum of £50 was granted to the widow of a member, a grant of £10 was made to the widow of a non-member, and two new members were elected.

LAW STUDENTS' DEBATING SOCIETY.

AT the usual weekly meeting of the society, held at the Law Institution on Tuesday evening last, the following question was discussed, No. 526, legal: "Bequest to A. for life, and after her decease equally to testator's brothers, but if any died (leaving issue) during A.'s lifetime, their shares to be divided equally amongst their children. Are children of a brother who died before the date of the will, and of whose death testator must have had knowledge, entitled to share?" The question was decided in the negative.

UNION SOCIETY OF LONDON.

AT a meeting of this society, held at the rooms of the Social Science Association, No. 1, Adam-street, Adelphi, on Tuesday evening last, the following subject was opened for discussion by Mr. Charles Ford, "That the Happiness of Mankind is not Increased by Civilisation."

After an animated debate, in which members of both branches of the legal Profession took part (the attendance of members being unusually large), the motion was lost by a majority of 1.

SOLICITORS' BENEVOLENT ASSOCIATION.

THE usual monthly meeting of the board of directors of this association was held on Wednesday last, the 3rd Dec., at the Law Institution, London, Mr. Park Nelson in the chair, the other directors present being, Messrs. Brook, Hedger, Lake, Rickman, Roscoe, Shaen, Smith, Veley (of Chelmsford), and Williamson; Mr. Eiffe, secretary. A sum of £115 was granted in donations of relief to eight necessitous families of deceased solicitors, three new members were admitted to the association, and other general business transacted.

PETERBOROUGH ARTICLED CLERKS' DEBATING SOCIETY.

ON Thursday evening, the 27th Nov., a meeting of this society was held at the County Court, New-road, W. Wilkins, Esq., solicitor, in the chair.

It being an open night there was a large gathering of the members and their friends.

The subject for debate was "The Advisability of Admitting any of the So-called Woman's Rights." Mr. Morgan opened in the affirmative, and Mr. C. V. Thorneycroft opposed. On being put to the meeting the question was decided in the negative by a large majority.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

H. J. BARTLEY, ESQ.

THE late Henry John Bartley, Esq., of No. 30, Somerset-street, Portman-square, W., solicitor, who died on the 22nd ult., at his residence in Abbey-place, St. John's-wood, at the age of forty-seven, was the eldest surviving son of the late Charles Pitt Bartley, Esq., solicitor. The deceased gentleman, together with his father, had carried on business in Somerset-street for nearly half a century, and by their upright and sterling qualities had achieved a considerable reputation. He was highly esteemed and appreciated by a large circle of friends. The remains of the deceased gentleman were interred in Kensal-green Cemetery.

T. H. A. POYNDER, ESQ.

THE late Thomas Henry Allen Poynder, Esq., barrister-at-law, of Hartham-park and Hillmarton, Wiltshire, who died on the 26th ult. at Bath, in the sixtieth year of his age, was the eldest son of the late Thomas Poynder, Esq., of Hartham-park and Hillmarton, by Sarah Marianne, daughter of Allen Cooper, Esq., of the Hon. East India Company's Service. He was born in the year 1814, and was educated at the Charterhouse and at Brasenose College, Oxford, where he took his Bachelor's degree in 1836, and proceeded M.A. in 1838. He was called to the Bar by the Honourable Society of Lincoln's-inn in Trinity Term 1839, and practised for some time at chambers in New-square, Lincoln's-inn, but retired some years ago from the active duties of his profession. Like many members of his family, Mr. Poynder took an active part in organising various movements of a charitable nature in Wiltshire and in the metropolis, and his

name will consequently long be remembered by those who have participated in his liberality. Mr. Poynder was a commissioner of lieutenancy for the city of London, and a magistrate and deputy-lieutenant for Middlesex and Wiltshire, and served as high sheriff of the latter county in 1865. He married in 1842, Mary Anne, daughter of Robert Edmeades, Esq., and became a widower about two years ago.

T. BRANSON, ESQ.

THE late Thomson Branson, Esq., solicitor, of Sheffield, who died at his residence, Broom Grove, in that town, on the 29th Oct., in the eighty-first year of his age, was the eldest son of the late Mr. Anthony Branson, of Ketton, in the county of Rutland, and was born at Matlock, Derbyshire, in the year 1793. He was admitted a solicitor in Hilary Term 1815, and at the time of his death he was the senior member of the Profession at Sheffield. Mr. Branson acted for many years as consular agent of the United States of America at Sheffield, and he was one of the founders of Wesley College, in that town, of which successful institution he continued to be a trustee and the secretary from its opening to the time of his decease, a period of upwards of thirty years. The deceased gentleman was married, and has left issue a son, Mr. Charles Anthony Branson, who was admitted into the Profession in 1853, and was in partnership with his father. His remains were interred at the Sheffield Cemetery.

JOHN P. FEARON, ESQ.

WE regret to announce the death of Mr. John P. Fearon, the head of the well-known firm of Fearon, Clabon, and Fearon, solicitors and parliamentary agents, in Great George-street, Westminster. Mr. Fearon, from failing health, had lately resided at his house, near Cuckfield, Sussex, his native place, where he died on the 17th ult., in his seventieth year. Mr. Fearon was the son of the Rev. Joseph Francis Fearon, for many years vicar of Cuckfield. He was educated at the formerly well-known school of Dr. Gurney, at Greenwich. He was admitted in the year 1825, and it was not long before he attained eminence both as a solicitor and parliamentary agent. We take the following from the *Sussex Express*: "One of those farsighted men, who, in the infancy of the railway system, perceived the importance of its extension through the country, he was, with a few others, the originator of the South-Eastern Railway; and it was he who suggested, and at a critical moment, accomplished, the purchase of the Folkestone Harbour, the control of which he saw to be essential to the foreign traffic of that line. Subsequently Mr. Fearon was appointed solicitor to the Attorney-General in *ex officio* charity suits; and we are assured that his reports on the cases which were thus brought before him, would form a very instructive volume on the true principles of charity law. The dutles of this office obliged him to deal much with educational schemes in connection with endowed schools, and it may be interesting to many, at the present time, to learn that he was always opposed to mere secular teaching, which he held to be simply impossible. It was mainly owing to his suggestions that the Act was passed constituting the present Charity Commission. But though a man of acute intellect and extensive knowledge, he will be remembered in his native place chiefly from the unvarying kindness, sweetness of temper, and cheerfulness which endeared him alike to rich and poor." We may add that Mr. Fearon's abilities and high principle, coupled with his geniality and gentleness of manner, won him the respect and kindly regard of all his professional brethren. His death will be generally regretted.

THE COURTS & COURT PAPERS.

CAUSE LIST AFTER MICHAELMAS TERM 1873.

Equity Courts.

Court of Appeal in Chancery.

(Before the LORD CHANCELLOR and LORDS JUSTICES.)

Appeals.

Cavander v. Bulteel
City of London Brewery Company (Limited) v. Tennant
Michael v. Fripp
Occleston v. Fullalove
Attorney-Gen. v. Mayor, &c., of the Borough of Sunderland
Colthurst v. Smith
Nelson v. Nelson
Croaker v. Standing
Chadwick v. Chadwick
Fothergill v. Rowland
Fothergill v. Rowland
Fothergill v. Rowland
Synge v. Synge

Rolls Court.

Causes set down previous to Transfer.

Hay v. Bates
Clowes v. Hogg
Edwards v. Loftus
Ridgway v. Ridgway
Ridgway v. Ridgway

Remaining Causes, transferred from the Books of the Vice-Chancellors Sir R. MALINS and the late Sir J. WICKENS, by Order dated 2nd May 1873.

Cameron v. Leyland
Salmon v. Brooks
Wilkinson v. Wilkinson
The Comptoir D'Escompte de Paris v. The Consolidated Bank (Limited)
Gibson v. Woodruff
Kenworthy v. Coffin
Faulkner v. Kershaw
Hodges v. Wieland
Cruickshank v. Bland
Steers v. Eveleigh
Smith v. Keysell
Jackson v. Paul
Kellaway (pauper) v. Douglas
Smith v. Smith.

Causes set down since the Transfer.

Hawes v. Essex Brewery Company
Matthews v. Roberts
Newcomen v. Wharton
Sackville v. Smyth
Birks v. Wells
The Thames Iron Works Ship Building, Engineering, and Dry Dock Company (Limited), v. Nisbet
Graham v. Drewe
Sanders v. Pooley
Jarvis v. Bergheim
Ward v. Lawson
Meke, Knt., v. Corfield
Oliver v. Oliver
Blaxall v. Allan
Haselfoot v. Boyd
Few v. Berry
Johnson v. Rawlinson
Dugdale v. Hays
Reid v. Dunnan
Webb v. Tulk
Basnett v. Moxon
Myers v. Smyth
Fuller v. South African Silver and Copper Mining Company (Limited)
Reason v. Mills
O'Donoghue v. Lamb
Watson v. Watson
Waring v. Currey
Jones v. Church
Bond v. Surman
Homes v. Postlethwaite
Newell v. Keene
Meyrick v. Mathias
Miller v. Crockett
Jolly v. Ford
Evans v. Evans
Blackburn v. Lamb
Meek, Knt. v. Webster
Joseph v. Emanuel
Berry v. Gibbons
Gibbons v. Gibbons
Smith v. Hart
Icke v. Underhill
Robinson v. Evans
Lord Abinger v. Ashton
Minet v. Morgan
Taylor v. Rule
Miller v. Crockett
Atherton v. Merriman
Still v. Elliott
Price v. Baines
Fleming v. Manger
Taylor v. Taylor
Attorney-General v. Local Board of Aylesbury
Martin v. Cunningham
Re Hayward's Estate—Hayward v. Cook
Gale v. Fladgate
Collier v. Walters
Caffin v. Caffin
Hine v. Jackson
Quekett v. White
Wright v. Phillips
Higgatt v. Higgatt
Attorney-General v. Terry
Chadwick v. Parrett
Hay v. Bellamy
Fleming v. Banks
Gatty v. Pawson
Tomkins v. Lydall
The Protector Endowment Loan and Annuity Company v. Fitzroy
Garle v. Westall
Cooper v. Lyons
Averill v. Beeston
Dixon v. Green
Photogenic Gas Company (Limited) v. Mongruel
Illiff v. Ward—Nicholson v. Ward
Buchanan v. Currie
Haigh v. Kaye

V.C. Malins' Court.

Causes.

Digby v. Ward
Wilts and Berks Canal Navigation Co. v. Swindon Waterworks Co. (Limited)
Dorin v. Dorin
Smith v. Government Stock Investment Co.
Smith v. Government Stock Investment Co.
Armstrong v. Holmes
Prescott v. Barker
Maynard v. Eaton
Harvey v. Horry
Burgess v. Bennett
Blakey v. Rushworth
De Witte v. Dennie
Hall v. Harland
Bain v. Percy
Smith v. Grant
Whiteley v. Kemp
Brock v. Cridland
Newman v. Hendy
Kent v. Kent
Nind v. Church
Schollick v. Edye
Pickering v. Agar
Wilson v. Thornbury
Taylor v. East London Railway Co.
Taylor v. East London Railway Co.
Pudge v. Pudge
Randell v. Samels
Kelsey v. Kelsey
Bryan v. Moss
Parks v. Briscoe
Street v. Bonsor
Canter v. Wodehouse
Barrett v. Beck
Flood v. Hampden
Kettle v. Drayner
Barnes v. Barnes
Goodwin v. Gray
Reece v. Reece
Lloyd v. Finlay
Walker v. Dobson
Da Bay v. Griffin
Plumer v. Gregory
Rennick v. Kino
Darcy v. Batt
Blackmore v. Tuck
Bradshaw v. Congreve
Bright, Knt. v. Marcoartu
Webster v. Malcolm
Jupp v. Callaway
Maunsell v. Payne
Ffrench v. The British Commercial Ins. Co. (Lim.)
Gruning v. Smethurst
Torrens v. Hilliard
Whitaker v. Whitaker
Belcher v. Green
Allen v. Lewis
Stewart v. Lupton
Brown v. Beet
Souch v. East London Railway Company
Peel v. Smith
Ex parte E. Brain & others
Humphrey v. Lawson
Moody v. Martin
Thynne v. Day
Okey v. Hogg
Cayless v. Sills
Leach v. Smith
Koelbel v. Gardner
Prince v. Dear
Harding v. Spiller
Thomas v. Howell
Palmer v. Akers
Smith v. Smith
Moses v. James
Maddin v. Driscoll
Fisher v. Harrison
May v. May
Armstrong v. Armstrong
Day v. Stoward
Lucas v. Siggers
Higgs v. Ritherdon
Perring v. Trail
Nalborough v. Jackaman
Hooper v. Hooper
Trebilcock v. Thomas
Collins v. Thorn
Blayney v. Lawrence
Pearce v. London Tramways Co. (Limited)
Vickers v. Dicks
Shelton v. Kidman
Ball v. Connett
Wier v. Gisborne
Ward v. Ramsden
Angell v. Angell
Sykes v. Wilde
Dutton v. Hockenhull
Smith v. Smith
Rodgers and Sons (Lim.) v. Rodgers
Parr v. Nunn
Blacque v. Rowlinson
Howell v. Lloyd
Whittet v. Hooper
Moate v. Moate
Oakes v. Oakes
Collins v. Slade
Davison v. Barber
Bintley v. Wright
Hodson v. Spring
Taylor v. Poncia
Baxendale v. Wilkinson
Narraway v. Beattie
Davis v. Cox
Halfpenny v. Davies
Lascelles v. Mills
Elmes v. Jull
De Stacpoole v. De Stacpoole
Spear v. Whitworth
Todd v. Tidy
Gould v. Clavey
Barnston v. Barnston
Laurie v. Hemsworth
Mortimer v. Ring
Caballero v. Henty
Cleaver v. Jones
Rotch v. Marshall
Murrell v. Elkins
Pollard v. Wright
Johnson v. Bailey
Camm v. Read
Hockin v. Hockin
Bailey v. Hartley
Gibson v. Taylor
MacLellan v. Buchanan
Wilson v. Compton
Johnson v. Johnson
Devereux v. Dickson
Topken v. Parrott
Hancock v. Heaton
Parker v. McKenna
Gatecliff v. Ward
Colson v. Norris
Pemberton v. Barnes
Burnand v. Taylor
Whelpdale v. Crosse
Lloyd v. Evans
White v. Witt
Smith v. Howard
Whitworth v. Sellars
Polini v. Gray
Levick v. Sherman
Harris v. Mozley
Mozley v. Harris
Thomas v. Davies
Hewitt v. Batt
Stacpoole v. Dunn
Mayhew v. Calder
Hands v. Gullick
Sale v. Wilson
Simon v. Lloyd
Murray v. Light
Collyer v. Collyer-Bristow
Geilgud v. Camus
Nixon v. Garnett
Williams v. Gilding
Roper v. Roper
Peacey v. Colman
National Society v. School Board for London
Attorney-Gen. v. English
May v. Robertson
Jones v. Margetson
Pring v. Gimblett
Scaffold v. Hampton
Martell v. Dear
Tolfree v. Hunt

V.C. Bacon's Court.

Causes set down previous to Transfer.

Stevenson v. Masson
Batchelor v. Bladon
Adlington v. Mence
Howes v. Phillips
Great Western Insurance Company v. Cunliffe
Treacher & Co. (limited) v. Treacher
Burke v. Keith
Youde v. Cloud
London and Provincial Marine Insurance Company v. Seymour
Taylor v. Fisher
King v. Sherrott
Whittaker v. Whittaker
Bousfield v. Bousfield
Pinchard v. Fellows
Hathesing v. Laing
Laing v. Zeden
Bailey v. Schweitzer
Giffard v. Phillips
Baxter v. Chapman
Smith v. Keane
Tucker v. Dimsdale
Middleton v. Barker
Wilson v. The Furness Railway Company.

Remaining Causes, transferred from the books of the Vice-Chancellors Sir R. MALINS and the late Sir J. WICKENS, by Order dated 9th June 1873.

Avis v. Avis
Yardley v. Holland
Heron v. Davey
Brown v. Towell
Gallagher v. Fleming
Towell v. Brown
Wylam v. Watts
Rudge v. Bennett
Ramm v. Taylor
Healey v. Borough of Batley
Latham v. Chartered Bank of India, China, and Australia
Lewis v. Lewis
Pickering v. Chadwick
Colquhoun v. Courtenay
Horn v. King
Countess de Palatiano v. Hartley
Bell v. London and South-Western Bank (Limited)
Gott v. Gott
Swain v. Swain
Schanck v. Scott
Fox v. Heinke
Blakeley v. Crawshaw
Dixon v. Fisken
Singer v. Audsley
Wickham v. Fitz-Worlock
Dick v. Montague
Hoe v. Thorpe
Greg v. Sagar
Barton v. Hobson
Ive v. Smith
Gwynne v. Great Eastern Railway Company
Greaves v. Smith
Smith v. Butler
Moore v. Ross
Bumpus v. Bumpus
Woodford v. Brooking
Coghlan v. Kempe
Mackrell v. Notley
Shaw v. Longbottom
Driver v. Driver
Porter v. Bell
Dubois v. Charsley
Cooper v. Green
Mutlow v. Bigg
Cole v. Scott
Green v. Cooper
Rumboll v. Taylor
Wilson v. Northampton and Banbury Junction Railway Company
Snelling v. Thomas
Paine v. Jones
Fisher v. Russell
Robins v. Rose
Parker v. Trigg
Parnell v. Stevens
Tomlinson v. Lowe
Bulley v. Bulley
Greville v. Greville
Berry v. Harris
Dean v. Butt—Stephenson v. Butt
Evans v. Verrall
Bird v. Bird's Patent Deodorising and Utilising Sewage Company (Limited)
Worthington v. Curtis
Waldegrave v. Bastard
Lancaster v. Walker
Moon v. Veale
Bates v. Eley
Eley v. Bates
Hooper v. Abell

Causes set down since the Transfer.

Edmundson v. Hargreaves
Mackett v. Bayliss
Attorney-Gen. v. The Furness Railway Company
Fothergill v. Rickards
Forbes v. Black
Willams v. Evans
Hyde v. Large
Wood v. Harrogate Improvement Commissioners
Levy v. Creighton
Hoggarth v. Simpson
Adkins v. The Common Council of City of London
Vaughan v. Halliday
Walker v. Hellawell
Norris v. Barber
Adie v. Clark
Clark v. Adie
Maule v. Davis
Sykes v. Smith
Lownds v. Williams
Earle v. Appleyard
Attorney-Gen. v. Metropolitan Board of Works
Gibbon v. Fox
Stenhouse v. Davidson
Donaldson v. Donaldson
Mawhood v. Morley
Horley v. Richards
Love v. Hall
Packman v. Wells
Finch v. Prescott
Re John Tompkins, dec.
Gardner v. Peach
Shand v. Du Buisson
Dearden v. Lees
Schwartz v. Hamshaw
Coulthard v. Dewhurst
Drew v. Drew
Nicholson v. Carline
Atherton v. De Castro
Cates v. Garside
Allan v. Gott

V.C. Hall's Court.

Causes.

Howard v. Jervis
Camps v. Marshall
Bullocke v. Bullocke
Attorney-General v. The Mayor, &c., of Barnsley
Newbald v. Hale
Wilson v. Coffin
Leese v. Martin
Stansfield v. Peverall
Hopkin v. Ollard
Boutmy v. Boutmy
Boutmy v. Burdett
Rhodes v. Rhodes
Atkinson v. Jones
Cope v. Evans
Brown v. Rye

Fennings v. Pain
Darsie v. Mozley
Radloff v. De Lievre
Clipperton v. Cartwright
Bell v. Bell
Re John Evans's Estate—Evans v. Evans
De la Rue v. Marshall
The Powell Duffryn Steam Coal Company (Limited) v. The Taff Vale Railway Company
Boydell v. Thornewell
Darley v. Entwisle
Pickard v. Pickard
Gardner v. Burbury
Spraggett v. Spraggett
Gael v. Fenwick
Binns v. Fisher
Iver v. Armstrong
Oddy v. Green
Marshall v. Marshall
Christie v. Ovington
Cator v. Drew
Curnick v. Tucker
Oldham v. Oldham
Gill v. Downing
Lake v. Baylay
Tyssen v. Stacey
Bolton v. Adams
Lovibond v. Perrrn
Angell v. Wilkinson
Angell v. Ronald
Hare v. Topham
Gwynne v. Coulthurst
Viant v. Hart
Attorney-General v. Ray
Burbury v. Burbury
Chamberlain v. Chamberlain
Howlett v. Cole
Turner v. London and South-western Railway Company
Toswill v. Gillman
Ashman v. Blackstock
Horwood v. Penny
Carnegie v. Carnegie
Horton v. Hall
Wilkes v. Wilkes
Beckett v. Buckley
Haynes v. Earl
Wagstaff v. Colvin
Hodges v. Patrick
Browne v. White
Dickinson v. Parr
Wilson v. Wilson
Payne v. Wright
Gray v. Denton
Cook v. Needham
Hayes v. Wright
Dimsdale v. Frith
Silverthorne v. Spokes
Campbell v. Francis
De Lisle v. Hodges
Hastie v. Pilcher
Alleyne v. Alleyne
Harrisson v. Laver
Cook v. Giggall
Benson v. Tyson
Truman v. Manners-Sutton
Peters v. Haine
Waldy v. Bradshaw
Master v. Richards
Saull v. Saull
Walker v. Lawton
Hunter v. Wortley
Grimley v. Arnold
Hervey v. Hervey
Darke v. Clough
Darke v. Starr
Baron Howard of Glossop v. Earl of Shrewsbury
Lane v. Sewell
Whitehouse v. Horton
Slack v. Stott
Batteson v. Hobson
Adams v. Norris
Littlefield v. Plomer
Wakefield v. Mattock
Tetley v. Dunwell
Gillespie v. Howard
Price v. Wray
Bruce v. Le Cerf
Brown v. Moore
Millikin v. Lowe
Goodson v. Richardson
Perry v. Bacon
Marsh v. Marsh
Kidd v. Tallentire
Du Tourville v. Beswick
Boynton v. Boynton
Adcock v. Robinson
Havelock v. Priestly
Laidler v. Laidler
West v. Binns
Thomas v. Davies
Gray v. Bateman
Haines v. Ricketts
Cann v. Cann
Watkins v. Evans
Schofield v. Brown
Macneill v. Popplewell
Seymour v. The Iceland Sulphur Co. (limited)
Hill v. Hill
Drew v. Maslem
Knowles v. The Midland Railway Company.
Routledge v. Richardson
James v. Castle
Keys v. Keys
Coppin v. Coppin
Gill v. Gill
Osborn v. Osborn
Haslam v. Eastwood
Rawnsley v. Collingwood
Heline v. Wootton
Mutlow v. L. M. Rigg
Kitching v. Jones
Houlgrave v. Edwards
Peele v. Sandford
Cottrell v. Finney
Agar v. Clement
Bingley v. Benton
Heilbron v. Heilbron
Field v. Clark
Kinghorn v. Williams
Evezard v. Burke
Morison v. London Steam Ship Co. (Limited)
Hill v. South Staffordshire Railway Co.
Elliot v. Trimleston
Taylor v. Strange
Hyde v Holland
Sawtell v. Sawtell
Brooke v. Ingham
Raven v. Francis

Common Law Courts.

Court of Exchequer.

Customs.

The Attorney-General v. Carter

Remanets.

Ward v. South Eastern Railway Company
Morris v. Frankish and another
The Cambrian Railways Co. v. The Manchester and Milford Railway Co.
Copin v. Kressman
Bevan v. The Marbella Iron Ore Company (Limited)
Nicklin v. Great Western Railway Company
Thorp v. Craig
Pearse v. Ponsford
The Midland Wagon Company v. The Brecon and Merthyr Tydfil Junction Railway Company
Brocheton v. Moffatt and another
Treloar a. Bigge
Lomas and Wife v. The Great Western Railway and the Metropolitan Railway Company
Dear v Edwards
Russell v. Webster
Cohen v. Taylor
Rose v. Denton
Brewer v. Same
Galbraith v. The Garstang and Knot End Railway Company
Schofield v. Hernulewicz
Hernulewicz v. Schofield
Sydney v. Michael
Gidney v. Gorringe
Stewart v. Pigou
Nottage v. London General Omnibus Company
Pooley v. Burnup
Gorringe v. Gidney
Godfrey v. Marcus
Johnson v. Bruff
Young v. Ward
Thorne and Wife v. Great Northern Railway Co.
Callcott v. Crozier
March v. Graham
Slade and another v. Millbank
Pickering v. Great Western Railway Company
Johnson v. Brown
Levitt v. Hilton
Lickorish v. Jervis

New Causes.

Brown v. Holt
Cox v. Overall
Whinneray and others v. De Oleaga
Gay and another v. Taylor
The Patent Telegraph Post Riband Company v. Ellis
Nicholson and another v. Sherwood
Snook v. Barclay
Roberts (Bart.) v. Cohu
Barron v. Gurney and others
Smith v. De Pothonier
Oldfield v. Wingrave
Miller v. Hicks
Selig v. Schumann
Simmons v. Reade
Richardson v. Jacobs
Edwards v. Simmons
Garner v. Pocock
Pretty v. Miller
Corbett v. Downs
The Munster Bank v. Hurley
England v. Higgins
Herbert v. Rymill
Morgans v. Penney
Irvine v. Pearce
Turner v. Harper
Hobbs v. Taylor
Foxwell v. Wright
Reece and others v. Atterbury
Smith v. Forrester and others
Martinson v. Waltham
Willshire v. Fiske
Montfort v. Barr
Woodley v. Metropolitan District Railway Company.
Barton v. Great Eastern Railway Company
Coleman v. Doulton
Spence v. London Tramways Company
Strickland v. Dickenson
Tasker v. Brownill
Fowler v. Heucher
Polak v. Coburn
McChlery v. Mills
Regan v. Chidley
Godfrey v Moss
Hotten v. Milbank
Ball v. Bridges
Clark v. Ohlson
Leveaux v. Ashworth
Hart v. Metropolitan Railway Company
Collins v. Ullmann
Newmegan v. Samuel
Johnstone v. Fitzgerald
Leslie v. Biddlecomb and another
The Montrotier Asphalte and Cement, &c., Company v. Duncan
Same v. McMillan
Same v. Drayson
Welton v. Great Northern Railway Company

PROMOTIONS & APPOINTMENTS

N.B.—Announcements of promotions being in the nature of advertisements, are charged 2s. 6d. each for which postage stamps should be inclosed.

The Right Honourable the Lord Chief Baron Sir Fitzroy Kelly has appointed Mr. B. H. Tromp, of 16, Essex-street, Strand, and 21, Inverness-terterrace, Hyde-park, a London Commissioner to Administer Oaths in Her Majesty's Court of Exchequer of Pleas.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Nov. 21.

FINCHAM and BELLYSE, attorneys and solicitors, Blandford Forum. Sept. 29. (William Cole Fincham and Joseph Hayward Bellyse)

Bankrupts.

Gazette, Nov. 28.

To surrender at the Bankrupts' Court, Basinghall-street.

SARGENT, FREDERICK DANIEL, clerk in Great Eastern Railway Co. Stratford. Pet. Nov. 26. Reg. Spring-Rice. Sol. Angell. Gresham-st. Sur. Dec. 11

SOLOMANS, MICHAEL, clothier, Holywell-la, Shoreditch. Pet. Nov. 25. Reg. Roche. Sol. Solomon, Finsbury-pl. Sur. Dec. 18

To surrender in the Country.

BLATCHLEY, CHARLES, baker, Liverpool. Pet. Nov. 27. Reg. Watson. Sur. Dec. 10

BURTON, WILLIAM, chemist, Sutton. Pet. Nov. 21. Reg. Rowland. Sur. Dec. 9

HANKINSON, WILLIAM HENRY, brickmaker, Hornchurch. Pet. Nov. 25. Reg. Gepp. Sur. Dec. 12

PLATT, JOSEPH, painter, Saddleworth. Pet. Nov. 21. Reg. Tweedale. Sur. Dec. 10

PRICE, JOHN ALFRED, builder, Hanwell. Pet. Nov. 20. Reg. Ruston. Sur. Dec. 13

SCRAGG, JOSEPH, cotton spinner, Ashton-under-Lyne. Pet. Nov. 24. Reg. Hyde. Sur. Dec. 12

SMITH, JABEZ, ironmonger, Keighley. Pet. Nov. 25. Reg. Robinson. Sur. Dec. 9

WATSON, WILLIAM JAMES, commission merchant, Manchester. Pet. Nov. 26. Reg. Kay. Sur. Dec. 16

Gazette, Dec. 2.

To surrender at the Bankrupts' Court, Basinghall-street.

ASHBY, GEORGE, grocer, High-st, Hampstead. Pet. Nov. 26. Reg. Hazlitt. Sur. Dec. 17

DEVESON, CHARLES, cowkeeper, Neville-ter, Hornsey-rd, Pet. Nov. 28. Reg. Murray. Sur. Dec. 18

RICKET, EDWARD, cook, South Lambeth-rd. Pet. Nov. 27. Reg. Pepys. Sur. Dec. 16

To surrender in the Country.

BUSBY, WILLIAM, grocer, Leigh. Pet. Nov. 28. Reg. Gepp. Sur. Dec. 16

DAWSON, ALICE, beer retailer, Manchester. Pet. Nov. 27. Reg. Kay, Sur. Dec. 18

DURHAM, FREDERICK, land surveyor, Thorne. Pet. Nov. 26. Reg. Wake. Sur. Dec. 12

DYKE, GEORGE, grocer, Liverpool. Pet. Nov. 27. Reg. Watson. Sur. Dec. 15

JOHNSON, ELIZABETH, widow, Harborne. Pet. Nov. 26. Reg. Chauntler. Sur. Dec. 15

SHEPHARD, SAMUEL, bootmaker, Redruth. Pet. Nov. 28. Reg. Chilcott. Sur. Dec. 15

WILSON, JOHN, oil refiner, West Gorton. Pet. Nov. 28. Reg. Kay. Sur. Dec. 18

BANKRUPTCIES ANNULLED.

Gazette, Nov. 25.

CASEY, EDWIN, outfitter, Wilson-ter, Tredegar-rd, North Bow. Aug. 30, 1873

SOLTAU, EDWARD PENNINGTON, gentleman, Redhill. March 23, 1873

Gazette, Nov. 28.

TAYLOR, EDWIN, cotton spinner, Higginshaw, near Oldham. Nov. 4, 1873

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Nov. 28.

ASHWORTH, JOHN, and ASHWORTH, JAMES, cotton spinners, Accrington. Pet. Nov. 25. Dec. 12, at three, at the Wheatsheaf hotel, Manchester. Sol. Standring, Rochdale

ATKIN, DICK, butcher, Hitchin. Pet. Nov. 19. Dec. 8, at eleven, at Messrs. Wade, Hitchin. Sol. Harper, Shefford

ATKIN, HERCULES, cabinet maker. Liverpool. Pet. Nov. 24. Dec. 15, at three, at office of Sol. Nordon, Liverpool

BAKER, JAMES FREDERICK, builder, Salisbury-ter, Kilburn. Pet. Nov. 14. Dec. 6, at one, at office of Sol. Johnson, High-st, Marylebone

BANKS, ELIZABETH, grocer, Newcastle-upon-Tyne. Pet. Nov. 24. Dec. 8, at twelve, at office of Sol. Dommer, Newcastle-upon-Tyne

BASSETT, CHARLES, attorney, Tichborne-st, Regent-circus. Pet. Nov. 8. Dec. 4, at four, at 21, Tichborne-st, Regent-circus. Sol.

BASTER, ELIZABETH, berlin wool dealer, Brittox. Pet. Nov. 24, Dec. 12, at two, at the Royal Hotel, Bath. Sols. Henderson, Salmon, and Henderson, Bristol

BELCHER, BEN, cook, Reading. Pet. Nov. 22. Dec. 2, at eleven, at 28, The Forbury, Reading. Sol. Rogers, Reading

BINNS, ABRAHAM, jun., cardmaker, Batley. Pet. Nov. 25. Dec. 12, at half-past three, at the George hotel, Heckmondwike. Sols. Scholefield and Taylor, Batley

BISHOP, ROBERT, commission agent, Hackney-ter, Hackney. Pet. Nov. 18. Dec. 11, at eleven, at Thwaites, Basinghall-street. Sol. Scott, Basinghall-st

BROMLEY, WILLIAM, printer, Redditch. Pet. Nov. 25. Dec. 9, at three, at office of Sol. Simmons, Birmingham

BROOKS, HENRY, blacksmith, Bolton. Pet. Nov. 25. Dec. 18, at two, at office of Sol. Ryley, Bolton

CHELL, JOSEPH, commission agent, Wolverhampton. Pet. Nov. 26. Dec. 18, at eleven, at office of Sol. Barrow, Wolverhampton

CLARK, FREDERICK, victualler, Tottenham. Pet. Nov. 25. Dec. 15, at three, at office of Sol. Chidley, Old Jewry

CLEMENTS, ANDREW, builder, Manchester. Pet. Nov. 22. Dec. 18, at three, at office of Sols. Sutton and Elliott, Manchester

COOK, REUBEN CHRISTMAS, furniture broker, Lowestoft. Pet. Nov. 24. Dec. 15, at twelve, at office of Sol. Seago, Lowestoft

COULTER, ROBERT, commission agent, Liverpool. Pet. Nov. 24. Dec. 19, at two, at Gibson and Bolland, accountants, Liverpool. Sol. Morris, Liverpool

COWELL, JOHN, merchant's clerk, Camden villas, Tottenham. Pet. Nov. 26. Dec. 13, at three, at offices of Sol. Bassett, Tichborne-st, Regent-circus

CREW JOHN, cowkeeper, Latimer-ter, Notting-hill. Pet. Nov. 24. Dec. 18, at three, at office of Sols. Tilley and Liggins, Finsbury-pl-south

CURTIS, EDMUND, hotel manager, Shanklin. Pet. Nov. 11. Dec. 8, at three, at office of Sol. Durant, Guildhall-chmbs, Basinghall-street

DAVIES, SIMON, jeweller, Cheetham. Pet. Nov. 26. Dec. 12, at three, at office of Sol. Sampson, Manchester

DEAN, JOHN HUGH, bootmaker, King's Norton. Pet. Nov. 24. Dec. 9, at twelve, at offices of Sol. Hawkes, Birmingham

DINSDALE, JOHN, draper, Askrigg. Pet. Nov. 26. Dec. 19, at quarter-past ten, at the Green Tree inn, Leyburn. Sol. Waistell, Northallerton

EMERY, SAMUEL ANDERSON, comedian, Alfred-pl, Bedford-sq. Pet. Nov. 18. Dec. 4, at eleven, at office of Sol. Johnson, Bedford-row

EYNON, JAMES, ironmonger, Swansea. Pet. Nov. 26. Dec. 15, at eleven, at Barnard, Thomas, Tribe, and Co., Bristol. Sols. Davies and Hartland, Swansea

FARWELL, JOHN ALBERT, baker, Melcombe Regis. Pet. Nov. 25. Dec. 15, at eleven, at the Auction Mart, Melcombe Regis. Sol. Howard, Melcombe Regis

FIELD, THOMAS, dealer, Withington. Pet. Nov. 18. Dec. 8, at twelve, at office of Sol. Potter, Cheltenham

FINKELL, ALFRED, innkeeper, Whitby. Pet. Nov. 29. Dec. 11, at three, at offices of Sol. Draper, Stockton

FORSTER, THOMAS, afrmer, Old Cassop. Pet. Nov. 24. Dec. 9, at three, at office of Sols. Marshall and Folkard, Durham

FOSTER, CHARLES, plumber, Harrogate. Pet. Nov. 25. Dec. 12, at eleven, at office of Sol. Harle, Leeds

FRAZER, JOSEPH, upholsterer, Westbourne gr. Pet. Nov. 27. Dec. 19, at three, at the Guildhall coffee-house, Gresham-st. Sols. Hillyer, Fenwick, and Stibbard, Fenchurch-st

FREEMAN, HENRY, butcher, Nettlebed. Pet. Nov. 24. Dec. 9, at one, at 151, Friar st, Reading. Sols. Tidy, Herbert, and Tidy, Sackville-st, Piccadilly

GALE, MARIA AMELIA SUSAN, widow. Hackney. Pet. Nov. 26. Dec. 11, at twelve at office of Sol. O'Brien, Dane's inn, Strand

GREATREX, QUINTIN DICK, butcher, Maldon. Pet. Nov. 21. Dec. 11, at eleven, at office of Sols. Crick and Freeman, Maldon

GREAVES, WILLIAM HUNSLEY, stuff merchant, Pudsey, and Bradford. Pet. Nov. 26. Dec. 12, at eleven at office of Sols. Wood and Tilick, Bradford

GREENHALGH, JOSEPH, cloth finisher, Leeds. Pet. Nov. 25. Dec. 10, at three, at Burrell and Pickard, accountants, Leeds. Sol. Myers

GREENWOOD, JOHN, glass dealer, Kendal. Pet. Nov. 23. Dec. 18, at twelve, at office of Sol. Watson, Kendal

HARRIS, BESSIE, lodginghouse keeper, Maida-hill. Pet. Nov. 25. Dec. 17, at two at office of Sol. Hilbery, Crutched-friars

HARRIS, EMANUEL, hatter, Angel-la, Stratford. Pet. Nov. 20. Dec. 17, at three, at office of Sol. Wills, Charles-sq, Hoxton

HARRISON, HENRY, butcher, Sabden, near Whalley. Pet. Nov. 24. Dec. 12, at eleven, at office of Sols. Messrs. Eastham, Clitheroe

HARROW, WILLIAM, grocer, Nep'ter-st, Deptford. Pet. Nov. 24. Dec. 12, at twelve, at office of Sol. Moss, Gracechurch-st

HEATON, THOMAS WADDINGTON, grocer, Wigan, and Blindley. Pet. Nov. 24. Dec. 11, at eleven, at offices of Sol. Ashton, Wigan

HENNELLY, BERNARD, draper, Liverpool. Pet. Nov. 23. Dec. 11, at three, at offices of Sols. Sale, Shipman, Seddon, and Sale. Manchester

HIRST, JAMES, woolstapler, Bradford. Pet. Nov. 24. Dec 10, at eleven, at office of Sol. Harris, Bradford

HIRST, WALTER mill owner, Morley. Pet. Nov. 25. Dec. 11, at three, at office of Sol. Ibbetson, Dewsbury

HOLLAND, WILLIAM, plumber, Duffield. Pet. Nov. 24. Dec. 20, at ten, at offices of Sol, Leech, Derby

HOLT, CHARLES, tailor, Chequer-st, St. Albans. Pet. Nov. 21. Dec. 10, at three, at Honey, Humphrys, Baggs, and Co. King-st, Cheapside. Sol. salaman

HOLWILL, JAMES, tailor, Swansea. Pet. Nov. 26. Dec. 11, at twelve, at Barnard, Thomas, Cawker, and Co. Temple-st. Swansea. Sols. Davies and Hartland, Swansea

HONEYSETT, JOHN, coal merchant, Great Scotland-yd. Pet. Nov. 18. Dec. 15, at eleven, at office of Sol. Bedford-row

HOPKINS, JAMES, button manufacturer, White Post-la, Hackney. Pet. Nov. 18. Dec. 15, at eleven, at Mr. Thwaites, 42, Basinghall-st. Sol. Scott, Basinghall-st

HOWSON, THOMAS, builder, Spennymoor. Pet. Nov. 24. Dec. 10, at three, at office of Sols. Marshall and Folkard, Durham

JACOBS, LEWIS, hawker, Merthyr Tydfil. Pet. Nov. 22. Dec. 12, at two, at office of Sol. Green, Birmingham

JOHNSON, MARY, boot dealer, Manchester. Pet. Nov. 26. Dec. 10, at two, at office of Sols. Messrs. Heath, Manchester

JONES, FRANCIS WILLIAM, brushmaker, Regents-pk-rd. Pet. Nov. 19 Dec. 16, at three, at office of Sol. Heathfield, Lincoln's-inn-fields

JONES, RHYS, victualler, Swansea. Pet. Nov. 26. Dec. 10, at twelve, at office of Sols. Davies and Hartland, Swansea

LAWS, CHARLES, architect, Strand, and Fellows-rd, Haverstock-hill, and Margate. Pet. Nov. 25. Dec. 17, at two, at the London Warehousemen's Association, 33, Gutter-la. Sol. Vanderpump South-sq, Gray's-inn

LEE, THOMAS, tobacconist, Manchester. Pet. Nov. 24. Dec. 11, at three, at offices of Sols. Sutton and Elliott, Manchester

LEGGETT, GEORGE, builder, Little George-st, Portman-sq. Pet. Nov. 25. Dec. 17, at two, at office of Sols. Tilley and Liggins, Finsbury-pl South

LEWIS, JOHN, hosier, Leeds. Pet. Nov. 21. Dec. 9, at three, at office of Sol. Turner, Leeds

MCCORMIC, JOHN, boot dealer, Rochdale. Pet. Nov. 23. Dec. 16, at three, at the Hare and Hounds inn, Rochdale. Sol. Lomax, jun., Rochdale

MAAS, KATZMANN ISRAEL, iron merchant, Esther-pl, Bridge-at, Greenwich. Pet. Nov. 22. Dec. 15, at two, at office of Sol. Messrs. Spyer, Old Broad-st

MARSDEN, WILLIAM, pawnbroker, Blackburn. Pet. Nov. 24. Dec. 11, at eleven, at offices of Sol. Darley, Blackburn

MARTIN, BENJAMIN, late corn dealer, St Thomas's-rd, Burdett-rd, Bow. Pet. Nov. 21. Dec. 6, at ten, at offices of Sol. Dobson, Southampton-bldgs

MATTHEWS, WILLIAM, schoolmaster, Birmingham. Pet. Nov. 22 Dec. 9, at twelve, at offices of Sol. Fallows, Birmingham

MILLER, JOSEPH, plasterer, Leeds. Pet. Nov. 24. Dec. 11, at three, at office of Sols. Fawcett and Malcolm, Leeds

MORGAN, WINDSOR, pattern maker, Stockton. Pet. Nov. 20. Dec. 11, at two, at office of Sol. Draper, Stockton

MORRIS, MOSES, beerhouse keeper, Newcastle. Pet. Nov. 24. Dec. 8, at three, at office of Sol. Hollinshead, Tunstall

MORTLEMAN, THOMAS, beerhouse keeper, Nunhead, Peckham. Pet. Nov. 20. Dec. 8, at twelve, at office of Sol. Sherwood, King William-st

MURRELL, EDWARD, innkeeper, Stamford. Pet. Nov. 24. Dec. 15, at twelve, at office of Sol. Stapleton, Stamford

MUSK, ROBERT, blacksmith, Ilketshall. Pet. Nov. 25. Dec. 11, at two, at office of Sols. Overbury and Gilbert, Norwich

NAYLOR, JAMES SADLER, esq., Jermyn-st. Pet. Nov. 22. Dec. 15, at three, at office of Sols. Ford and Lloyd, Bloomsbury-sq

NICHOLLS, ROBERT, beerhouse keeper, Mongotsfield. Pet. Nov. 25. Dec. 12, at two, at office of Sol. Beckingham, Bristol

OLLEY, WILLIAM, and MILLER, WILLIAM HENRY, engineer, Enfield Wash. Pet. Nov. 25. Dec. 18, at one, at office of Dubois, accountant, Gresham-bldgs, Basinghall-st. Sol. Dubois, King-st, Cheapside

PAVELEY, CHARLES, victualler, New-st, Covent-gdn. Pet. Nov. 25. Dec. 22, at three, Adelphi house, 75a, Strand. Sols. Hicks and Arnold, Salisbury-st, Strand

PEARSON, SAMUEL, victualler, Bristol. Pet. Nov. 25. Dec. 9, at twelve, at J. S. Pitt, Albion-chmbs-east, Bristol. Sol. Esserry, Bristol

PIPE, WALTER, baker, George-st, Portland-pl, Marylebone. Pet. Nov. 20. Dec. 11, at three, at office of Sols. Button and Co, Henrietta-st, Covent-gdn

POUNTNEY, WILLIAM, gunmaker, Birmingham. Pet. Nov. 21. Dec. 5, at four, offices of Sol. Parry, Birmingham

BIECHTER GEORGE, tailor, Hadleigh. Pet Nov 24. Dec. 12, at two, at offices of Sol. Pollard, Ipswich
SAMPSON, JAMES, picture dealer, Cornhill, and Champion-grove, Camberwell. Pet. Nov. 22. Dec. 19, at three at office of Sol. Davies, Furnival's-inn, Holborn
SEDGWICK, THOMAS WILLIAM, out of business, Commercial-rd, Peckham. Pet. Nov. 25. Dec. 10, at eleven, at office of Sols. Raven and Curtis, Queen Victoria-st
SMITH, WAVERLEY, and SMITH, ROGER, power loom makers, Hopwood, near Heywood. Pet. Nov. 24. Dec. 13, at three, at office of Sol. Orton, Heywood
STAPLETON, GEORGE, butcher, Richmond-rd, Bayswater. Pet. Nov 20. Dec. 8, at three, at office of Sol. Winkworth, Oxford-st
Regent-circus
TAYLOR, JOSEPH, yeast dealer, Bursiem. Pet. Nov. 10. Dec. 5, at three, at office of Sol. Lees, Bursiem
TAYLOR, THOMAS, dutch yeast importer. Dewsbury. Pet. Nov. 25. Dec. 12, at three, at office of Sol. Ibberson, Dewsbury
THOROGOOD, GEORGE, and THOROGOOD, ARTHUR, builders, Romford. Pet. Nov. 21. Dec. 8, at two, at office of Sol Preston, Mark-la, London
TUBBY, GEORGE, fish salesman, Lowestoft. Pet. Nov. 24. Dec. 12, at twelve, at the Star hotel, Great Yarmouth. Sol. Wiltshire, Great Yarmouth
WALKER, HENRY, victualler, Sunbury. Pet. Nov. 23. Dec. 11, at two, at office of Sol. Poole, Bartholomew-close
WATTS, HENRY, hot water engineer, St. John-st, West Smithfield. Pet. Nov. 15. Dec. 6, at twelve, at office of Sol. Eyre, Rolls-chmbs, Chancery-la
WETTON, HENRY, coach builder, Manchester. Pet. Nov. 25. Dec. 12, at two, at office of Sols. Addleshaw and Warburton, Manchester
WILLIAMS, GEORGE, grocer, Cambridge-rd, Kilburn-pk. Pet Nov. 26. Dec. 18, at twelve, at the Guildhall tavern, Gresham-st. Sols. Chorley and Crawford. Moorgate-st
WILLIAMS, RICHARD HUGHES, bootmaker, Aberystwith. Pet. Nov. 17. Dec. 6, at eleven, at office of Sols. Messrs. Hughes, Aberystwith
WOOD, DAN, hatter, Bredbury. Pet. Nov. 19. Dec. 8, at eleven, at office of Sols. Messrs. Vaughan, Heaton Norris
WOODHEAD, WILSON, cloth merchant, Leeds. Pet. Nov. 25. Dec. 16, at three, at office of Sols. Messrs. North, Leeds
WRIGHT, JOHN, bookkeeper, New Ferry. Pet. Nov. 26. Dec. 17, at two, at the Clarendon rooms, South John-st, Liverpool
WRIGHT, ROBERT ARTHUR, alkali manufacturer, St. Helens. Pet. Nov. 25. Dec. 10, at three, at the Fleece hotel, Church-st, St. Helens. Sols. Sale, Shipman, Seddon, and Sale, Manchester
WRIGHT, WILLIAM, waste dealer, Bradford. Pet. Nov. 24. Dec. 12, at eleven, at office of Sol. Rennolls, Bradford

Gazette, Dec. 2.

ABBOTT, THOMAS JAMES, out of business, Princes-st, Rotherhithe. Pet. Nov. 17. Dec. 10, at ten, at Messrs. Lewis's offices, 123, Chancery-la. Sol. Long
ABRAHAMS, ISAAC, furniture dealer, Liverpool. Pet. Nov. 27 Dec. 18, at three, at office of Smart, Snell, and Co. Cheapside, London. Sol. Nordon, Liverpool
ALDOUS, WILLIAM, builder, Armagh-rd, North Bow. Pet. Nov. 21. Dec. 16, at two, at offices of Sols. Hudson, Matthews, and Co., Buckler's-alley
APPLEBY, LANCELOT, cabinet maker, Middlesborough, and Coatham. Pet. Nov. 26. Dec. 18, at twelve, at the Corporation hotel, Middlesborough. Sol. Dale, York
ACLD, JOHN, late accountant, Manchester. Pet. Nov. 24. Dec. 17, at three, at the Swan hotel, Manchester. Sol. Gould, Manchester
BANDY, WILLIAM HENRY, beerhouse keeper, Redford. Pet. Nov. 24. Dec. 16, at twelve, at office of Mr. Smith, 220, Old-st, St. Lukes, London. Sol. Stimson, Bedford
BENT, JANE, milliner, Manchester. Pet. Nov. 27. Dec. 19, at three, at office of Sols. Hulme. Foyster, and Foyster, Manchester
BLAKE, JOHN, bank manager, Melksham. Pet. Nov. 20. Dec. 13, at one at the Royal hotel, Bath. Sol. Noider
BLEEZE, HENRY RALPH, solicitor's clerk, Luton. Pet. Nov. 27. Dec. 18, at eleven, at office of Sol. Neve, Luton
BRYAN, WILLIAM, grocer, Dudley. Pet. Nov. 25. Dec. 13, at eleven, at office of Sol. Lowe, Dudley
BOINTON, JOHN, general draper, Stockton-on-Tees. Pet. Nov. 24. Dec. 15, at three, at office of Sol. Hopper, Newcastle-upon-Tyne
BOULD, THOMAS, and BOULD, ALFRED, grocers, Longton. Pet. Nov. 21. Dec. 11, at eleven at office of Sol. Welch, Longton
BOYNTON, JOHN, commission agent, Middlesborough. Pet. Nov. 20. Dec. 17, at three, at office of Sol. Addenbrooke, Middlesborough
CAINE, JOHN, coal dealer, Birmingham. Pet. Nov. 27. Dec. 15, at eleven, at office of Sol Allen, Birmingham
CHESHAM, CHARLES TAYLOR, fruiterer, Hove. Pet. Nov. 27. Dec. 18, at three, at office of Sol. Mills, Brighton
CLARKSON, MARY, confectioner, Wavertree, near Liverpool. Pet. Nov. 17. Dec. 12, at three, at offices of Sols. Teesay and Lynch, Liverpool
COOK, RICHARD, commission agent, Sheffield. Pet. Nov. 27. Dec. 13, at one, at office of Sol. Tattershall, Sheffield
COOPER, JOSIAH, plasterer, Longton. Pet. Nov. 23. Dec. 18, at eleven, at office of Sol. Welch, Longton
DORMAY, PETER, silk throwster, Macclesfield. Pet. Nov. 28. Dec. 13, at twelve, at office of Sol. Hand, Macclesfield
EDMONDS, PHILIP, and BENNETT, THOMAS, stonemasons, Charlotte-st, Blackfriars-rd. Pet. Nov. 24. Dec. 12, at two, at offices of Dubois, 2, Gresham-bldgs, Basinghall-st, public accountant. Sol. Maynard, Clifford's-inn
EVANS, JOHN, plumber, Slough. Pet. Nov. 26. Dec. 16, at eleven, at the Crown hot l, Slough. Sol. Charlesley, Slough
EVANS, THOMAS, accountant, Sheffield. Pet. Nov. 25. Dec. 11, at twelve, at office of Sols. Smith and Hinde, Sheffield
FAIRBAW, WILLIAM, grower of fruit, Orchard-gdns, Turnham-green. Pet. Nov. 24. Dec. 15, at one, at office of Sol. Barron, Queen-st, Cannon-st
FIELDING, ABRAHAM, drysalter, Halifax. Pet. Nov. 26. Dec. 15, at two, at the Griffin inn, Halifax. Sol. Jubb, Halifax
FINLAY, HUNTER, doctor of medicine, Grove-terrace, Lewisham. Pet. Nov. 27. Dec. 12, at twelve, at office of Sol. Haynes, Warwick-ct, Gray's-inn
FOSTER, WILLIAM, beer retailer, Darlaston. Pet. Nov. 28. Dec. 13, at two, at offices of Sol. Corbett, Darlaston
GAUNT, JOSEPH, jun., wood cutter, Sheffield. Pet. Nov 25. Dec. 12, at twelve, at office of Messrs. Tasker, accountants, Sheffield. Sols. Messrs. Webster, Sheffield
GIBBS, GEORGE WILLIAM, baker, Kingston-on-Thames. Pet. Nov 29. Dec. 15, at two, at office of Sols. Wilkinson and Howlett, Sedford-st Covent-gdn
GLOVER, JOSEPH, jun., licensed victualler, Leicester. Pet. Nov. 29. Dec. 18, at two, at the Wellington hotel, Leicester. Sols. Fowler, Smith, and Warwick, Leicester
GREEN, JOHN, commercial clerk, Jubilee-st, Mile End-rd. Pet. Nov. 27. Dec. 15, at twelve, at office of Sol. Buchanan, Basinghall-st
GREEN, JAMES TURTON, plumber, Stourbridge. Pet. Nov. 27. Dec. 13, at eleven, at the Commissioners' Room, Stourbridge. Sol. Wall, Stourbridge
GREEN, JAMES HAMMOND, joiner, Leeds. Pet. Nov. 26. Dec. 13, at two, at the Star and Garter hotel, Leeds
HAINSWORTH, JOHN EDWARD, engineer, Dewsbury. Pet. Nov. 27. Dec. 17, at half-past ten, at office of Sols. Messrs. Scholes, Dewsbury
HARDY, MARTHA, miller, Rochdale. Pet. Nov. 28. Dec. 17, at three, at office of Sol. Standring, Rochdale
HARRISON, JOHN, tailor, Barnet-st, Hackney-rd, and Green-st, Bethnal-green. Pet. Nov. 27. Dec. 22, at three, at office of Sol. Heathfield, Lincoln's-inn fields
HAWKYARD, THOMAS, sen, and HAWKYARD, THOMAS, jun., and HAWKYARD, JAMES, wool dealers, Rochdale. Pet. Nov. 27. Dec. 16, at three, at the Wheat Sheaf hotel, Manchester. Sol. Standring, Rochdale
HENDERSON, ROBERT WILLIAM CUTHBERT, house decorator, Newcastle-upon-Tyne. Pet. Nov. 26. Dec. 22, at twelve, at office of Sol. Story, Newcastle-upon-Tyne
HICKS, JOHN, coffee-house keeper, Mile End-rd. Pet. Nov. 27. Dec. 16, at two, at offices of Sol. Robinson, Gresham-house, Old Broad-st
JOHNSON, SAMUEL, cloth manufacturer, Farsley. Pet. Nov. 27 Dec. 15, at three, at office of Sol. Ferns, Leeds
JONES, EDWARD, Fulham-rd, Brompton. Pet. Nov. 27. Dec. 17, at three, at offices of J. F. Lovering and Co., accountants, 38, Gresham-st. Sols. Messrs. Please, Old Jewry-chmbrs
JONES, JOHN, saddler, Llangollen. Pet. Nov. 29. Dec. 16, at two, at the Lion hotel, Wrexham. Sol. Hughes, Corwen
KENWARD, GEORGE, bootmaker, St. Leonards-on-Sea. Pet. Nov. 29. Dec. 13, at twelve, at Mr. Nicholson, London-bridge Railway-approach, London. Sol. Jones, Hastings
KETTLEWELL, HARRY MASON, horticultural auctioneer, Kingst, Covent-garden, and Rosherville, High Beech. Pet Nov. 27. Dec. 16, at three, at office of Sols. Plews and Irvine, Mark-la
LAYCOCK, FRANCIS, tea dealer, Manchester. Pet. Nov 27. Dec. 15, at three, at office of Sols. Sutton and Elliott, Manchester
LIGHT, ALBERT JOSEPH, builder, St. Margaret's-pl, Southwark. Pet Nov. 29 Dec. 18, at two, at office of Sols. Kynaston and Gasquet, Queen-st, Cheapside
LUMLEY, WILLIAM, cabinet maker, Morpeth. Pet. Nov. 29. Dec. 15, at eleven, at office of Sol. Sewell, solicitor, Newcastle-upon-Tyne. Sol. Nicholson, Morpeth
MACDONALD, EMMICK, widow, Whitehaven. Pet. Nov. 28. Dec. 15, at three, at Whitehaven. Sol. Pattson
MACVENGH, JAMES, jun., draper, Maxwell-rd. Moore-pk, Fulham. Pet. Nov. 27. Dec. 16, at twelve, at the Chamber of Commerce, 145, Cheapside. Sols. Peacock and Goddard, South-square, Gray's-inn
MESSENGER, JAMES HENRY, artists' colourman, High-st, Hampstead, and Stanhope-st, Euston-rd. Pet. Nov. 17. Dec. 13, at two, at the Mason's Ba'l Tavern, Mason's-avenue, Basinghall-st. Sol. Downing, Basinghall-st
MYATT, GEORGE ALBAN, saddler, Rugeley. Pet. Nov. 20. Dec. 17, at three, at the Three Tuns inn, Stafford. Sol. Palmer, Rugeley
NAYLOR, SARAH, and BARKER, JOHN, dyers, Birstall. Pet. Nov. 28. Dec. 15, at eleven, at the Black Bull hotel, Mirfield. Sol. Ibberson
NEWALL, JOSHUA, grocer, Smethwick. Pet. Nov. 29. Dec. 15, at three, at offices of Sol. Wood, Birmingham
PEARCE, WILLIAM, miller, St. Stephens by Saltash. Pet. Nov. 29. Dec. 18, at twelve, at office of Sol. Gilbard, Devonport
PIERCE, WILLIAM, Goldsmid-rd, Ealing, and GORDON, SAMUEL, Grove-pl, Ealing, builders, Eastcn-rise, Ealing. Pet. Nov. 27. Dec. 17, at two, at offices of Sols. Harris and Finch, Thayer-st, Manchester-sq
POWELL, FREDERICK, builder, Tunbridge. Pet. Nov. 26. Dec. 13, at eleven, at offices of Sols. Gorham and Warner, Tunbridge
PRESDEE, EDWARD, bootmaker, Birmingham. Pet. Nov. 28. Dec. 15, at ten, at office of Sol. Duke, Birmingham
PRITCHARD, WILLIAM ELLSMORE, baker, Monmouth. Pet. Nov. 28. Dec. 13, at eleven, at office of Sol. Gibbs, Newport
RAVEN, THOMAS, innkeeper, Penrith. Pet Nov. 27. Dec. 15, at two, at the Fish inn, Penrith. Sol. Broatch
ROADKNIGHT, WILLIAM, farmer, Hillingden. Pet. Nov. 28. Dec. 20, at three, at the Chequers hotel, Uxbridge. Sol. Heron, Ely-pl, Holborn
ROSE, WILLIAM HENRY, marine store dealer, Bristol. Pet. Nov. 29. Dec. 10, at eleven, at office of Sol. Essery, Bristol
ROSE, JOHN, timber merchant, New Church-rd, Camberwell, and Union-rd, Rotherhithe. Pet. Nov. 29. Dec. 15, at three, at offices of Sol. Silvester, Great Dover-st, Newington
ROSS, JOHN, carpenter, Hanesale-st, Goldhawk-rd, Shepherd's-bush and Railway-arches, Shepherd's-bush. Pet. Nov. 25. Dec. 11, at one, at office of Sol. Deere, King's Arms-yd, Moorgate-st
SHERIFF, JAMES, Canonbury-pk South, London, and LINDSAY, JAMES HENRY COX, Lincard, East India merchants, Great Winche-ter-st-bldgs, London, Liverpool, and Birmingham. Pet. Nov. 29. Dec. 18, at three, at office of Sols. Lewis, Munns, and Longden, Old Jewry, London
SHIELD, HENRY WILLIAM, barrister's clerk, Tiewsley. Pet. Nov. 28. Dec. 15, at two, at office of Sol. Mirams, New-inn, Strand
SPILLER, JOHN, upholsterer, Swindon. Pet. Nov. 20. Dec. 13, at twelve, at office of Sols Kinneir and Tombs, Swindon
SLACK, JOHN, jun., bootmaker, Carlisle. Pet. Nov. 27. Dec. 13, at two, at office of Sol. Wright, Carlisle
SMITH, SARAH, hat manufacturer, Bury. Pet. Nov. 28. Dec. 17, at three, at office of Sols. Messrs. Grundy, Bury
SMITH, WILLIAM FRANCIS, cheesemonger, Hackney-rd. Pet. Nov. 29. Dec 17, at eleven, at offices of Kent, Flaxman, Haydon, and Co., accountants, 55, Basinghall-st. Sol. Warrand, Ludgate-hill
SOUTH, SIDNEY SMITH, grocer, Sheerness. Pet. Nov 29. Dec. 15, at twelve, at the Law Institution, Chancery-la. Sol. Copland, Sheerness
TAYLOR, DAN, saddler, Halifax. Pet. Nov. 29. Dec. 15, at four, at office of Sol. Storey, Halifax
TAYLOR, SAMUEL COCKSHOTT, joiner, Morecambe. Pet. Nov. 27. Dec 13, at ten, at office of Sol. Rhodes, Bradford
TOWNS, THOMAS CHARLES, coach body maker, Ramsgate. Pet. Nov. 28. Dec 16, at one, at the Eagle, Ramsgate. Sol. Dela-aux, Canterbury
TREGASKIS, WILLIAM, printer, Falmouth. Pet. Nov. 26. Dec. 15, at three, at office of Sol. Jenkins, Falmouth
TUCKER, WILLIAM, hatter, Fenchurch-st. Pet. Nov. 27. Dec. 15, at two, at office of Sol. Hubbard, Long-la, West Smithfield
TURNER, ARTHUR JOHN, out of business Birmingham. Pet. Nov. 27. Dec. 12, at three, at office of Sol. Boraston, Birmingham
VALLER, JAMES, bootmaker, Walton-st, Chelsea. Pet. Nov. 26. Dec. 15, at twelve, at offices of Sol. Murray, Sackville-st, Piccadilly
WELLS, AUGUSTUS, licensed victualler, Ivy-la, Newgate-st. Pet. Nov. 27. Dec. 24, at ten, at office of Sol. Brighten, Bishopsgate-st Without
WHITTAKER, JOHN, farmer, Monks Coppenhall. Pet. Nov. 21. Dec. 15, at three, at the Royal hotel, Crewe. Sol. Nordon, Chester and Liverpool
WIGGINS, FREDERICK ALPHINGTON, auctioneer, Rochford. Pet. Nov. 28. Dec. 11, at three, at Mullens' hotel, Ironmonger-lane. Sol. Downing, Basinghall-st
WOODRUFF, THOMAS FREDERICK, grocer, Deal. Pet. Nov. 27. Dec. 15, at three, at the Royal hotel, Deal. Sol. Mercer, Deal
WOOD, DAVID EDWIN, outfitter, Slough. Pet. Nov. 28. Dec. 13, at two, at office of Sol. Durant, Guildhall-chmbs
WOOD, WILLIAM, grocer, Sheffield. Pet. Nov. 28. Dec. 16, at twelve at office of Sol. Singleton, Sheffield
YORK, WILLIAMS, boot manufacturer, Wolverhampton. Pet. Nov. 29. Dec. 15, at twelve, at the Queen's hotel, Birmingham. Sols. Messrs. Underhill and Green, Wolverhampton

Dibidends.

BANKRUPTS' ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Gibbins, T. farmer, first, 1s. 8d. Paget, Basinghall-st.—*Gilbert*, H. timber merchant, first, 9d. Paget, Basinghall-st.—*Mew*, A. C. fy. brewer, first, 1s. 7 1-10d. Paget, Basinghall-st.—*Wells*, J. carpenter, first, 2½d. Paget, Basinghall-st
Beal, D. shopkeeper, 19d. At Sol. Crumble, York.—*Bilsborough and Fogden*, boot merchants, second, 2s. 6d. At Trust, A. Hines, 3, Victoria-st, Manchester.—*Clayton*, J. victualler, second and final, 1s. 7½d. At Trust. H. Bolland, 10, South John-st, Liverpool.
Cottam, W. reed maker, first, 4s. 6d. At Trust. W. Gilyard, 25, Market-st, Bradford.—*Cull*, K. widow, 6s. 6d. At J. B. Blake, 3, Lothbury. Trust. E. G. Modridge.—*Eden*, J. H. hotel keeper, first and final, 1s. At Sols. Stone and Simpson, Tunbridge Wells.—*Fairweather*, D. draper, third and final, 1s. 9d. At Trust. W. Affleck, 30, Friday-st.—*Gunn, Jamieson*, and Co., merchants, final, 11d. At Chatteris, Nichols, and Chatteris, 1, Gresham-bldgs, Basinghall-st.—*Kerrison*, R. A. and R. Ralph, 6d. At Trust. E. C. Bailey, Crown-bank, Norwich.—*Lane*, E. P. cornfactor, final, 2s. 6d. At Greenway, Smith, and Greenways, Bank, Leamington Priors. Trust. W. Humphriss.—*Laurie*, H. A. linen draper, first, 2s. 6d.; second, 2s. 6d.; and third and final, 2s. 7d. At Trust. T. McConnell, 15, Queen-st, Wigan.—*Partington* and *Bradbury*, cotton spinners, first, 9s. At Trust. P. Kevan, 12, Acresfield, Bolton.—*Sfezzo*, A. D. share dealer, first, 2s. At Trust. J. Waddell, Mansion House-chmbs 12, Queen Victoria-st.—*Whitworth*, G. W. hop merchant, first, 2s. 6d. At Few and Cole, 29, Borough High-st, Southwark. Trust. P. S. Punnett.—*Willis*, J. W. draper, second and final, 2½d. At Trust. J. Willoughby, King's Arms-la, Carlisle.

BIRTHS MARRIAGES AND DEATHS

BIRTHS.

BAWTREE.—On the 26th ult., at Witham, Essex, the wife of Frank Postle Bawtree, solicitor, of a son.
BOOME.—On the 25th ult., at Barnwell Lodge Stoke Newington, the wife of J. H. Boome, Esq., of Lincoln's-inn, barrister-at-law, of a son.
CHUBB.—On the 27th ult., at the Chestnuts, Elmer's End Beckenham, the wife of E. M. Chubb, solicitor of a daughter.
FREEMAN.—On the 2nd inst., at 37, Thornhill-square, N., the wife of George D. Freeman, Esq., solicitor, of a son.
GRIFFITH.—On the 30th ult., at 31, Hyde-pk-sq, the wife of Charles Marshall Griffith, Esq., barrister-at-law, of a daughter.

MARRIAGES.

MACCLYMONT—KERR.—On the 25th ult., at Stranraer, C. R. MacClymont, Esq., B.A., barrister-at-law, of the Inner Temple, to Charlotte Cumming, daughter of the late William, Kerr, Esq.
TREMLETT—DE COSTAIN.—On the 26th ult., at St. Pancras, Thomas Daniel Tremlett, barrister, Fellow of King's College, Cambridge, to Laura, younger daughter, of the late Count Gustave De Costain

DEATHS.

AYRTON.—On the 28th ult., at Bexhill, aged 57, Edward Nugent Ayrton, Esq., barrister, of Lincoln's-inn.
HUGHES.—On the 22th ult., at 35, Hawley-square, Margate, aged 72, William Hughes, Esq., solicitor
ROSE.—On the 3rd inst., at Brighton, aged 91, the Hon. Sir George Rose, F.R.S., late Judge of the Court of Review.

Legal Notices.

Sales by Auction.

To Readers and Correspondents.

Anonymous communications are invariably rejected.

All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.

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NOTICE.

The LAW TIMES *goes to press on Thursday evening, that it may be received in the remotest parts of the country on Saturday morning. Communications and Advertisements must be transmitted accordingly. None can appear that do not reach the office by Thursday afternoon's post.*

When payment is made in postage stamps, not more than 5s. may be remitted at one time.

All communications intended for the Editor of the Solicitors' Department should be so addressed.

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The Law and the Lawyers.

THE Albert Assurance Arbitration is approaching its termination. A third and final dividend of 5½*d.* in the pound has been now directed by Lord CAIRNS to be paid to the creditors of the Albert Company, making, with the previous dividends of 2*s.* and 1*s.* 6*d.*, a total dividend of 3*s.* 11½*d.* It is more than four years ago that the company was ordered to be wound-up, the order having been made on the 17th Sept. 1869. The liquidation proceeded in Chancery for a year and a half, and the arbitration has lasted more than two years and a half. It is worthy of notice that almost within a year of the commencement of the arbitration the first dividend of 2*s.* was ordered to be paid, and the creditors of the other companies were paid in full. The European Assurance Arbitration Act was passed seventeen months ago, and it does not appear that there are any signs of a dividend being paid.

IT was for a considerable time a vexed question what damages ought to be given for convertion of stock. The following case has recently occurred in America: The plaintiff and defendants, who were stockbrokers, entered into an agreement whereby the plaintiff was to deposit with the defendants such collateral security or margin as they should from time to time require, and they were to purchase certain stocks, and to hold and carry the same, subject to the plaintiff's direction as to the sale and disposition thereof, as long as he should desire, and should not sell or dispose of the same unless plaintiff's margin should be exhausted or insufficient and not then unless they should demand of him increased security, or require him to take and pay for the stocks. In an action to recover damages for a wrongful sale by defendants of the stocks, the Judge instructed the jury that the plaintiff, if entitled to recover, was entitled to the difference between the amount for which the stock was sold by the defendants, and the highest market value which it reached at any time after such sale down to the day of trial. On appeal this direction was upset. There seems, however, still to be an opinion in the United States that circumstances may occur which would justify such a direction. Since *Owen* v. *Routh* (14 C. B. 327) our own rule has been inflexible, fixing the damages by the price the day before the trial.

As a general rule interrogatories at common law are answered, if not with absolute *bona fides*, at least with such regard to the object sought to be attained, as to cause applications for oral examination to be very rare. Nevertheless, *Peyton* v. *Harting* (29 L. T. Rep., N. S., 478), should not be overlooked. There a defendant had answered interrogatories in "a voluminous manner," introducing many additional and irrelevant topics. Application was made to a Judge under the 53rd section of the Common Law Procedure Act 1854, by which, in case of omission without just cause, to answer sufficiently written interrogatories, the Court or a Judge may, at discretion, direct an oral examination of the interrogated party as to such points as they or he may direct, before a Judge or master. In *Peyton* v. *Harting*, Baron MARTIN had made an order that the interrogated party should attend before a master and make oral answer "as to such points as he has refused to answer in his affivadit." This, it was contended, was not sufficiently specific, and it was also urged that the fact that irrelevant topics had been introduced, was no ground for exercising the power. The Court overruled both objections to the order, expressing the opinion that it was open to the Judge to leave all necessary questions to be asked by the master. Mr. Justice DENMAN remarked, as to interrogatories generally, "without saying it is always a duty a give a categorical answer, it is often the case that excess may make an answer insufficient and wholly impertinent."

THE formalities necessary to obtain payment of dividends and other moneys from the Court of Chancery, especially by solicitors and others holding powers of attorney, are still very troublesome and it might fairly have been expected that when the duties of the ACCOUNTANT GENERAL were undertaken by the PAYMASTER GENERAL a less cumbersome practice would have been adopted. It is generally known, that any person entitled to receive dividends or other moneys from the Court of Chancery by virtue of powers of attorney, instead of being able to obtain payment with the same facilities attending the payment of money in most of the commercial transactions of life (for even the Bank of England is in the habit of sending through the post dividend warrants to the persons entitled to receive them), is obliged when first receiving such dividends to attend in person at the PAYMASTER-GENERAL'S office, and be there identified by a solicitor known to the officials. We believe that shortly before the long vacation, in consequence of certain representations made on behalf of the Mercantile Law Amendment Society, the formalities of which we complain were relaxed by the Lords Commissioners of Her Majesty's Treasury in favour of bankers when receiving Chancery dividends under powers of attorney. The convenience of the legal Profession is not less important, and when to this inconvenience of attending as required, from all parts of London, we add the fact that solicitors are not allowed to charge for such attendances in party and party costs, we certainly think that a good case is made out for further considerable alteration. We fail to see why crossed cheques payable to order should not be handed to the clerks of solicitors on such clerks producing a request to that effect signed by those named in powers of attorney. We think that the facilities we suggest might be extended to many cases other than those in which Chancery dividends or other moneys are received by soli-

citors under powers of attorney, for instance, for the receipt of dividends by creditors in creditors' suits so that personal attendance in such cases may also be dispensed with. That of which we complain is frequently aggravated by the necessity for all the persons to whom a cheque may be payable, to attend and receive the same, where it is desired to avoid the expense of a power of attorney. Again, there are few firms of solicitors in extensive practice who have not in their offices Chancery suits in connection with which small sums are payable, but which, practically, can never be received, simply because of the expense of taking the parties to the office to receive the same or the expense of and incidental to receiving it under power of attorney. As an illustration of the objectionable working of the present rules, we may mention that while a solicitor can receive a cheque for costs, without being identified by another solicitor known to the officials, where he is himself known to them by previous identification, yet, if the solicitor receiving such cheque for costs were the next day to present himself at the same office to receive a cheque as a creditor in a suit, he could not obtain payment until he was identified.

A SOMEWHAT startling claim to a lien was before Vice-Chancellor HALL on the 8th inst. The defendants were bankers, and the bill was filed by a person of unsound mind found lunatic by inquisition for a declaration that the defendants were not entitled to a lien on certain boxes and deeds, securities, and documents of title contained in them. The lunatic had, when a stockbroker, employed the defendants as his bankers, and they made advances to him from time to time upon securities. At the time of the inquisition certain boxes were in the defendants' possession, containing securities of customers of the lunatic. The keys of the boxes were kept by him, and he had access to them when and as he desired for the purpose of depositing or removing securities. The advances were not made on the contents of the boxes, but on securities specially lodged for the purpose. In consequence of several customers of the lunatic having applied for their securities, the boxes were examined in the presence of the plaintiff's solicitor, and the securities which belonged to customers handed over, until all claims were satisfied. It had been contended that the committee of the lunatic were the only persons entitled to the boxes and deeds of the customers; but the customers being satisfied, the bankers then set up their lien on all that remained, relying upon a custom of themselves and other bankers in London as a part of their ordinary business to receive securities on deposit generally, and they rested their present claim to a lien upon that general custom. It is difficult to understand how the bankers could believe that they were entitled to such a lien. The VICE-CHANCELLOR remarked that "No cases were cited in the arguments which sufficiently upheld the defendants' contention. They relied on the general law as to a banker's lien on his customer's property in their hands, and on that alone, and said the boxes came into their hands in their ordinary business, as bankers, because they allowed their customers to make such deposits with them. But that fell short of a proof that such a practice was the general practice of bankers towards their customers. The defendants' answer did not state such facts as would warrant the conclusion that the lien on which they relied existed or could be implied. The general law of lien was part of the law of merchants, and having regard to the authorities on the subject, he must hold that the lien which the defendants had set up failed." The true principle as regards a banker's lien is clearly laid down at p. 301 of Grant's Law of Bankers (last edit.) "The banker has a general lien upon all securities in hand belonging to any customer *which have been lodged with him as security*, and the lien extends to any general balance that may be due, unless the security was received under *special circumstances* that take it out of the general rule: (*Re Williams*, 3 Ir. R. Eq. 346)." It is difficult to imagine more special circumstances than those revealed in the case which we have noticed.

THE question so much discussed recently of the right of a broker to deal as principal was again raised in *White and another* v. *Benekendorff* (29 L. T. Rep. N. S. 475). The broad general principle sought to be established in the motion in that case was that by the custom of markets a broker is personally responsible, and may sue his employer for goods sold and delivered. Mr. Justice KEATING observed that it was a startling proposition that both buyer and seller look to the broker only, and Mr. Justice BRETT added that it was one that cannot be maintained. Undoubtedly the proposition is startling, and it would seem only necessary to examine the nature of a broker's employment to see that it is unfounded. The accepted definition of a broker is that he is an agent employed among merchants and others to make contracts between them in matters of trade, commerce, or navigation, for a commission, commonly called brokerage. And Domat, b. 1, tit. 17, s. 1, describes him as being a person empowered, *not to treat*, but to explain the intentions of both parties. Now in *White* v. *Benekendorff* the plaintiff brokers were agents for HEILBUT and Co. in selling to BENEKENDORFF certain indiarubber at 2s. 11½d. per lb. Without giving any reason, BENEKENDORFF threw up the contract, and instructed the brokers to sell at 3s. They did sell at 2s. 10d., and sought to recover the difference between 2s. 10d. and 2s, 11½d. from BENEKENDORFF. The court held that there was no contract between the plaintiffs, the brokers, and the defendant, but between HEILBUT and the defendant. A feature in the case was a prior contract by the brokers to buy of SCHLUTER and Co., but that contract was cancelled by mutual consent. Mr. Justice BRETT considered that the brokers exhausted the authority which they had received from the defendant by entering into that contract, and that the defendant was not bound to pay HEILBUT. Consequently, when the broker paid HEILBUT, he paid him what there was no obligation on the defendant to pay, and consequently which the defendant was not liable to recoup. The only refuge for the broker was to claim against the defendant for goods bargained and sold, and there he is met by the fatal objection that he cannot constitute himself a principal. Then it was argued that by custom the broker makes two contracts, one for his seller and one for himself. But obviously the only contract intended was with HEILBUT. "Were there evidence of such a custom," said Mr. Justice BRETT, "I cannot say how far it would be reasonable, but we have no evidence of it, and I cannot agree to any such general proposition as that a broker may treat himself as principal." The position seems to have been clearly laid down by Chief Baron KELLY in *Fairlie* v. *Fenton* (22 L. T. Rep. N. S. 373; L. Rep. 5 Ex. 169). Speaking of the broker he said "he, no doubt, may frame a contract in such a way as to make himself a party to it and entitled to sue, but when he contracts in the ordinary form, describing and signing himself a as broker, and naming his principal, no action is maintainable by him. Though innumerable contracts of this nature daily take place, yet no instance has occurred within my own recollection, nor has any instatce been cited to us, where an action has been brought by a broker, describing himself as such in the contract, and not using words which expressly, or by necessary implication, make him a contracting party." And there are observations in the judgments in *Mollett* v. *Robinson* (23 L. T. Rep. N. S. 187) to the same effect. There ought, therefore, on this one point connected with contracts through brokers to be no misunderstanding as to the law.

OUR readers will probably have perused with attention, and some feelings of alarm, the judgment of the LORDS JUSTICES delivered on the 6th inst., in the case of *Beall* v. *Smith*. The application was made to the court by the committee of a lunatic, praying that certain proceedings and orders in a suit instituted in the name of the lunatic by a next friend might be declared to be improper and unauthorised, and that his solicitors by whom they had been conducted and obtained might indemnify the lunatic's estate from the loss occasioned thereby. It is very difficult to go into the merits of the question in the face of the careful and elaborate judgment of Lord Justice JAMES, and it would be improper to express any opinion, considering that Messrs. MERRIMAN and Co., the solicitors affected, have declared their determination to appeal to the House of Lords. We propose now simply to summarise the propositions of law established by this decision. Primarily it is laid down that as between a person *non compos mentis* and a solicitor proposing to act in his interest and on his behalf, the latter is not protected even by the orders of the court which he may obtain. "Those orders are, as between them, really the solicitor's own orders." Secondly, it is essential to a suit by a person of unsound mind suing by his next friend that he should not have been found so by inquisition. Having been found so by inquisition, or becoming of sound mind, the suit is completely paralysed thereby. "If he becomes of unsound mind," says the court, "the next friend can have no pretext for continuing his intervention; if he is found lunatic by inquisition so as to be under the control and protection of the Crown and of the Court in Lunacy, there is equally no pretext for continuing the officious protection of a self-constituted guardian or committee, when there is a legitimate protection in the proper tribunal." The finding of the inquisition stops the suit; it cannot even go on until the appointment of a committee. A receiver in *Beall* v. *Smith* was appointed by the Court of Chancery; the lunatic was found so by inquisition. The Court of Appeal declared that under the circumstances all proceedings taken after the appointment of a receiver were unauthorised and improper, and that all the proceedings after the finding on the inquisition, were irregular and void. The solicitors were held responsible for these proceedings, and were ordered to make good the loss to the lunatic's estate, the order made being to direct that they should pay into court in the lunacy the sums paid for costs to themselves, to the defendant's solicitor, and to the accountant, deducting the costs of the suit up to the appointment of the receiver. They were further ordered to pay all the costs of the suit, and of the appeal, as between solicitor and client. This is a very severe decree, more particularly as Lord Justice JAMES did not find that Messrs. MERRIMAN had acted *malâ fide*. He found simply that the proceedings taken by them were not taken in the interest of the lunatic, but for their own purposes. We simply state the effect of the judgment of the Court of Appeal, forbearing to examine the facts upon which the conclusions were arrived at. The lesson taught by it must be carefully regarded. The solicitors acted *bonâ fide*; they were not

aware that they were taking irregular or improper proceedings. But because these proceedings were not absolutely necessary in the interest of the lunatic, they are visited with a heavy penalty. The courts, as a rule, are disinclined to punish solicitors personally for proceedings taken *bonâ fide*, and we shall be glad if the House of Lords can discharge or modify the declaration of the Lord Justices. Vice-Chancellor WICKENS was of opinion that there had been only an error of judgment to which the court was in a measure a party.

WE have recently heard much of the licence of counsel in the cross-examination of witnesses. We have also for many weeks past seen a counsel wearing a silk gown verging upon open conflict with three learned Judges. It is marvellous that an explosion has not occurred before. It has come at last in a form which must be preserved as a warning to future generations of lawyers. Here is the newspaper report:—

Dr. Kenealy.—My object is to show that all these witnesses have, one after another, been talked to by various persons, and have been influenced in that way.

The Lord Chief Justice.—Hitherto you have signally failed to show that.

Dr. Kenealy.—That is a matter for the jury and not for your Lordship. Your Lordship is perpetually insulting me from the bench.

The Lord Chief Justice.—What did you say, sir?

Dr. Kenealy repeated his words.

The Lord Chief Justice.—Sir, don't use such language to me, because I won't bear it.

Dr. Kenealy.—I consider that your Lordship has insulted me by what you have said in open court, taking into account the number of times it has been repeated.

The Lord Chief Justice.—You have no business to use such language, sir.

Mr. Justice Lush.—I think it is quite time to put an end to this kind of cross-examination.

A Juror.—It has no effect on the jury whatever.

Dr. Kenealy.—I am very sorry to hear your Lordship say this. I mean to ask the jury to suspend their judgment, and to say whether a number of persons, having talked to these witnesses, may not have influenced them in what they were going to say.

Mr. Justice Lush.—When you hear that a witness has formed his opinion before he spoke to anyone, what reason can there be for such an insinuation?

Dr. Kenealy.—I have no doubt it is the witness's conscientious opinion, but that is surely not to preclude me from questioning him.

Mr. Justice Lush.—But I think something is due to the opinion of the Bench, and as I understand of the jury, that a great deal of time is being wasted.

Mr. Justice Mellor.—I very much regretted, Dr. Kenealy, to hear you say what you did to the Chief Justice. It is the first time that I ever heard it said that a judge was not at liberty to interpose an observation of that sort when he considered that a question was not regular. I don't mean to impute to you anything wrong on account of the question which you put, but I am bound to say that the judge has a duty to perform in reference to the examination of witnesses.

The Lord Chief Justice.—A great many witnesses have been called—I really forget how many—with regard to this particular matter. The same kind of questions have been put to all of them, and nothing has been elicited from any one of them to shake confidence in the opinion which they had formed, whether rightly or wrongly, that he is the man. The witnesses make their statement, and it is reduced to writing in the ordinary way. I have not heard a single answer from a single witness which would lead one to suppose for a moment that the witness had formed his judgment from what had been said to him by one of the solicitors for the prosecution or by any one else. I cannot therefore help interposing and saying that time has been wasted. It is the duty of a judge to interpose when he sees that the public time is being wasted; and I cannot help saying that it is not consistent with decency for a counsel to say that the judge has insulted him when he makes such an observation. (Applause.)

Dr. Kenealy.—I must exercise my discretion, although I may be indiscreet in doing so.

The Lord Chief Justice.—It is not discreet or decent for a counsel to address a judge as you have done.

Dr. Kenealy.—Your Lordship has repeated that so often that——

The Lord Chief Justice (with emphasis, and tapping the desk before him as he spoke).—For seventeen years have I sat on this bench, and I never had an unpleasant word with counsel before I had the misfortune to preside over this trial.

Mr. Serjeant Parry.—That is so.

Dr. Kenealy.—I have done all I could to avoid it. (Exclamations of "Oh!" from members of the Bar.)

Mr. Justice Lush.—When I first heard what I have heard from you, I must say that I did so with astonishment that any gentleman of the Bar should have so misconducted himself, and I think the offence is much aggravated by the fact that the gentleman using such language holds the office of her Majesty's counsel, who owe a special allegiance to her Majesty's Court.

Dr. Kenealy.—This is not the first time you have reminded me of this, and I have borne more in this court than I ever did before.

Mr. Justice Mellor.—If this were to occur in any other trial, the administration of justice would be very much impeded. I remember what that distinguished advocate whom you have so frequently mentioned, M. Berryer, said with regard to the relations between the Bar and the Bench conducing to the despatch of business. Those relations cannot exist if such things as these are to continue.

Dr. Kenealy.—I have been treated as no other counsel was ever before treated in any of the courts of Westminster.

The Lord Chief Justice (energetically).—You have brought it down upon yourself. Counsel cannot expect to violate all the ordinary rules and system of conducting justice, and to outrage all the rules of propriety, and not bring down upon himself the censure of the Bench. The judges would be wanting in their duty if they did not observe upon such conduct. (Suppressed cheers.)

Dr. Kenealy.—I am quite anxious to pay due attention to the censure of the Bench, provided it is conveyed to me in different terms from what have been customary with your Lordship. Your Lordship has frequently addressed me in the most bitterly offensive terms which could be selected. (Indications of dissent.) I am sorry to have to say so, but that is my opinion, and I cannot alter it, whatever may be the opinion of others.

The Lord Chief Justice.—Well, let us go on.

An eminent person once said that the power of a Judge is too great. He has the power to punish for contempt, but in too many cases he cannot exercise it. The conduct of the defence in the *Tichborne* case furnishes us with a striking illustration of this. We desire to say, and we are sure that we speak the sentiments of the entire legal Profession, that Lord Chief Justice COCKBURN is universally admired, esteemed, and respected, and that any advocate who, taking advantage of his position, offers an insult or an indignity to this distinguished head of the Common Law Bench, commits an offence which is absolutely unpardonable. Whether it is one which can hereafter be taken cognizance of by the governing bodies of the Profession is a matter for the most serious consideration.

THE ESTATES OF PARTNERS IN BANKRUPTCY.—II.

WE propose in this paper to discuss the questions raised in the recent cases of *Ex parte Honey* (L. Rep. 7, Ch. 178; 25 L. T. Rep. N. S. 728); *Ex parte Stone* (L. Rep. 8 Ch. 914); and *Ex parte Hammond* (L. Rep. 16 Eq. 615; 29 L. T. Rep. N. S. 72), as to the joint and several liabilities of partners.

In the case of *Ex parte Honey*, a joint and several promissory note was signed by two members of a firm, by the firm, and by several other persons. The firm having become bankrupt, the holder of the note carried in proofs against the joint estate of the firm, and against the separate estates of the two partners who had signed the note. This raised the question of the construction of the 37th section of the Bankruptcy Act 1869, which says that "if any bankrupt is at the date of the order of adjudication liable in respect of distinct contracts, as member of two or more distinct firms, or as a sole contractor, and also as member of a firm, the circumstance that such firms are in whole or in part composed of the same individuals, or that the sole contractor is also one of the joint contractors, shall not prevent proof in respect of such contracts against the properties respectively liable upon such contracts." The proper construction to be put upon this section is a matter of some doubt. Lord Justice Mellish discussed the meaning of the words "firm" and "sole contractor," and said "the section speaks of a person liable as a "sole contractor, and also a member of a firm." It is true it speaks of the joint liability as being the liability of "the firm," the reason of which, I apprehend is, that unless there is a firm there can be no joint estate. I should apprehend that the word "firm" would apply to every case where there was a joint estate. If persons who did not carry on business in partnership at all, either generally or in respect of a particular business, made a joint and several note, although they would be jointly and severally liable, there would be nothing but their separate estates to administer—there would be no joint estate. The words relating to a firm are not, as it appears to me, to prevent the words "sole contractor" and "joint contractor," according to the plain and ordinary meaning of words, from being applied to every joint and several promissory note. A joint and several promissory note being entered into, there are "joint contractors" and "sole contractors." His Lordship subsequently added, "It appears to me that a joint and several promissory note, though it is one instrument, contains both a joint contract and distinct separate contracts by the several makers. It seems to me, therefore, to be within the plain meaning of the words of this section; and the only conclusion I can draw is that it was the intention of the Legislature that wherever there was a joint and separate contract and joint and separate estates being administered in bankruptcy, the creditor should be entitled to prove against both the joint and separate estates," Upon this view of the section it was accordingly held that the holder of the promissory note was entitled to prove against and receive dividends from both the joint estate of the firm and the separate estate of the two partners who had signed the note. A question, we should have said, was raised as to the creditor's right to receive a dividend in each case. Lord Justice James was clear that the right to prove carried the right to receive a dividend. "The whole Act," he said, "is framed on the plan of simply declaring the right of proof in each case, and then by a single clause, it says, once for all, that a proof carries with it a right to dividend." Lord Justice Mellish went through all the sections relating to proofs, and came to the same conclusion.

In *Ex parte Stone*, we have a case where there is no evidence on the face of the instrument that the parties were contracting as partners, and it was there held that parol evidence is admissible to show that the debt for which the liability was incurred was a partnership debt, and the money which it represented used for partnership purposes. Such evidence being satisfactory, proof was admitted against the joint and several estates of the bankrupt partners. John and Thomas Welch were in partnership, and they borrowed a large sum of money from their father, Henry Welch. In the agreement entered into covenanting for the repayment, the partners signed in the name of the firm, and this was the only fact which distinguished the case from that of *Ex parte Honey*

(*ubi sup.*) "It was there decided," said Lord Justice Mellish, "that the separate contractor need not be carrying on business separately. Here the question is whether it is necessary that the joint contract should be formally entered into in the name of the firm." He concluded, "from the very nature of a covenant the covenantors must covenant in their own names; a firm as such cannot enter into a covenant. I think it is quite unnecessary that the firm should be specially mentioned, if the contract is made for partnership purposes."

We cannot add anything which would make these decisions plainer or more intelligible than they are; and we will proceed to refer shortly to the case of *Ex parte Hammond*, which relates to the release of partners. A partner received his discharge under his separate liquidation, and the question was whether this released him from the joint debts so as to exempt him from further bankruptcy proceedings in respect of them. The appeal came up to the Chief Judge from the decision of the County Court Judge for Greenwich, who started this difficulty, that if two partners were separately discharged under liquidations in respect of their separate estate, and thereby released from liability to bankruptcy proceedings in respect of the partnership debts, the joint creditors would have no means of realising the partnership property. The Chief Judge pointed out, however, that in such a state of things the joint debtors were entitled to have every farthing of the joint estate administered. "The effect of the liquidation," he said, "is to take out of the debtor every particle of his property, while at the same time he gets discharged from all his debts. By the express terms of the Act joint debts are proveable under a separate liquidation. In what way are the joint creditors prejudiced in the present case? The County Court being asked to adjudicate these debtors jointly bankrupt, one of them answers, 'The debt alleged to be due from me is not due; I am already discharged from it, and there is no reason why I should be adjudicated a bankrupt, for by means of sect. 102 the creditor has an ample remedy under the existing proceedings.' If an adjudication is made against one partner alone, the joint creditors are entitled to have every farthing of the joint estate administered. It is useless to spell out the old Acts of Parliament or the new rules, none of which can countervail the plain provisions of this Act. You cannot make a man a bankrupt who does not owe a debt, and the appellant is entitled to say, 'I do not owe any debt; I am discharged from all my debts.' Nor is there any such danger as the County Court Judge thought would arise. The joint estate remains as much liable to the joint debts as it ever was."

We shall follow up this branch of the subject in another paper.

WHAT IS A VALID VOLUNTARY SETTLEMENT OF A CHOSE IN ACTION?

A recent decision of Vice-Chancellor Bacon (*Warriner* v. *Rogers*, 28 L. T. Rep. N. S. 863; L. Rep. 16 Eq. 340), threatens to throw the law on this subject—which we had hoped had been tolerably settled by such cases as *Richardson* v. *Richardson* (L. Rep. 3 Eq. 686,) and *Morgan* v. *Malleson* (L. Rep. 10 Eq. 475,)—again into confusion: and we are compelled to ask, Is there no escape from this absurd and monstrous state of things, that at this time of day, with the nineteenth century on its wane, there is no certain rule as to what by the law of England does or does not constitute a valid donation? Nor will sect. 22, sub-sect. 6, of the Judicature Act cure this, unless "declarations of trust" are "assignments" within it, which it can hardly be contended they are. (See Law Times, June 28, 1873.) Now we are not disposed, unless compelled, to disturb the law as laid down by so great a master of equity jurisprudence as the Judge, himself afterwards a Lord Chancellor, who decided *Richardson* v. *Richardson*. Still less are we inclined to accept in the place of it any rule of law laid down, though more recently, by another Vice-Chancellor, who is at best only a co-ordinate authority. Nevertheless, the decisions are in conflict; so it will not be disrespectful to Vice-Chancellor Bacon if we scan a little closely the grounds of his judgment. A donor about six months before her death, delivered to the donee a box, but retained the key, saying, "Take this box into your possession, it will be of some service to you some day, but you must not open it until after my death." In the box was a paper writing signed by the donor, and stating that the "contents of this box is a deed of gift to the said John Warriner," *inter alia*, "of all the furniture, silver, glass, china, and the things in the house at Stramongate, my mother's portrait, watches and chains and trinkets, in care of J. Haston, also £100 each for all of Warriner's children; if anything happened among them, the other to be divided among the rest." No deed of gift was in the box, or ever executed. The Vice-Chancellor held there was no valid declaration of trust. In *Richardson* v. *Richardson*, G., by voluntary deed, assigned all her personal estate to B. absolutely, and gave B. a power of attorney to sue, &c., for the assigned premises. This was held to pass promissory notes belonging to G., found in B.'s possession after G.'s death, though unindorsed, and not proved to have been ever delivered to B. In *Morgan* v. *Malleson* a paper writing, signed by J. S., "giving and making over to M. an Indian bond (which was transferable by delivery), as token for all his kind attention to me during illness," was held to pass the bond, though no consideration was given for the gift, and the bond was not delivered to M. With regard to the last-named case, Vice-Chancellor Bacon doubted the accuracy of the report, which, however, he himself did not accurately represent, for he says that the memorandum or letter was retained by the donor, whereas the report says that it was not, though the Indian bond was. It is true that that case is very shortly (for the importance of it too shortly) reported, and the judgment of the Master of the Rolls occupies only seven lines, but we have yet to learn that that detracts from its authority. The Vice-Chancellor is equally incorrect in saying of *Richardson* v. *Richardson* that the "assignor ceased upon the execution of the deed to be the owner of the things which he assigned," for the main argument against the donee's title there proceeded on the fact of the non-delivery of the notes, and therefore of the donor still continuing their owner. But Vice-Chancellor Bacon grounds his decision on the judgment of Lord Justice Turner in *Milroy* v. *Lord* (4 D. F. & J. 264), which he pronounces to contain a clear and distinct exposition of the law upon the subject. There T. M., by a voluntary deed, assigned some bank shares, which were transferable by entry in the bank books, to L. in trust for the plaintiff. No transfer was made; but L. held a general power of attorney to transfer T. M.'s shares, and a power to receive dividends on the bank shares, which dividends he for three years after the execution of the deed received and paid to the plaintiff, sometimes directly, and sometimes through T. M. The Lords Justices, reversing Vice-Chancellor Stuart, held that T. M. had neither declared himself nor L. a trustee for the plaintiff, though on the latter point Lord Justice Turner had "great doubt," and admitted the "intention was that the trust should be vested in L." whilst both Judges felt the hardship of the decree they made, and struggled against making it. The clear and distinct exposition of the law referred to by Vice-Chancellor Bacon was this:—

"I take the law of the court to be well settled, that in order to render a settlement valid and effectual, the settlor must have done everything which, according to the nature of the property, was necessary to be done, in order to transfer the property." (This seems irreconcileable with *Richardson* v. *Richardson*, where the "nature of the property," the notes, required indorsement and delivery, and yet the assignment was held good)—

"And render the settlement binding upon him."

(This is not telling us much; for everyone admits that everything "necessary" must be done. The question is—*What is necessary?*) The Lord Justice then proceeded to lay down three rules, to one or other of which a donor must resort to make the settlement valid. He must either (1) actually transfer the property to the donee or (2) to a trustee for him, or (3), declare that he (*semble* or the trustee) "holds it in trust for the purposes of the settlement. This may be all very true, but here again the pinch of the question is—*What is such a declaration of Trust?* and this the Lord Justice leaves undefined. And again—

"The cases, I think, go further to this extent, that if the settlement is intended to be effectuated by one of these modes, the court will not give effect to it by applying another of them. If it is intended to take effect by transfer, the court will not hold the intended transfer to operate as a declaration of trust, for then every imperfect instrument would be made effectual by being converted into a perfect trust."

But Vice-Chancellor Wood, in *Richardson* v. *Richardson*, five years later than *Milroy* v. *Lord*, thought that the circumstance, whether "the assignor has done all he can, is not the sound doctrine on which to rest these cases," and that if there be "an out and out assignment" affecting to pass everything by the instrument "such a declaration of trust is as good a form as any that can be desired."

The importance of *Warriner* v. *Rogers*, in our opinion, is not so much the decision in that particular case, which was one relating to *choses in possession* (and is therefore strictly no authority for cases of *choses in action*), and was really decided on the grounds that the character of the paper writing was testamentary, as for the way in which the Vice-Chancellor resorted to the learning on the latter class of cases, and set up again the refined and over nice distinction between assignments and declarations of trust which was formerly said (18 Beav. 282) to pervade all the cases, but which *Kekewich* v. *Manning* (1 De. G. M. & G. 176), *Donaldson* v. *Donaldson* (Kay, 711), *Miller* v. *Harrison* (5 Ir. Eq. Rep. 324), supported and followed by *Richardson* v. *Richardson* and *Morgan* v. *Malleson*, had contributed to break through, establishing in its stead some sensible and tangible test by which to try every case. These had decided (1) that there is no magic in the words employed, and that neither the word "trust," nor "confidence," nor "any language creating a trust," is necessary; (2) That the true tests of the validity of the transfer are not whether anything more is possible or capable of being done by the donor, but whether he "intended something more, when called on to do it, distinctly expressed in the assignment to be future," and "whether the donee can take advantage of what has been done, without requiring anything

more to be done *by the assignor*, and without requiring the assistance of the court as against him."

And Mr. Tudor has observed (2 L. C. 4th edit. 263) that, notwithstanding the remarks of Lord Justice Turner, in *Milroy* v. *Lord*, the tendency of the court is to hold that to be a declaration of trust, which, according to strict construction, would amount only to an imperfect assignment, and he cites a string of cases in support of this position.

How, therefore, amidst this state of "confusion worst confounded" of the authorities, Vice-Chancellor Bacon could see his way so easily, or pronounce "the law upon the subject to be clear and distinct," and as "needing no other exposition or reference than *Milroy* v. *Lord*," we are at a loss to understand.

DUTIES PAYABLE BY REASON OF DEATH.

THE case of *Attorney-General* v. *Lemas*, recently decided in the Court of Exchequer has convinced us that the laws relating to these duties are greatly in need of amendment.

We propose to consider the several recent cases of *DeLancey's Succession* (L. Rep. 4 Ex. 345, and L. Rep. 5 Ex. 102); *Attorney-General* v. *Cecil* (L. Rep. 5 Ex. 263); *Forbes* v. *Steven* (L. Rep. 10 Eq. 178); *Solicitor-General* v. *Law Reversionary Interest Society* (L. Rep. 8 Ex. 233); *The Executors of Perry* v. *The Queen* (L. Rep. 14 Ex. 27): and the above-mentioned case of *Attorney-General* v. *Lemas*, and we shall attempt to point out the manner in which the Acts appear to us to operate unfairly, and to suggest alterations.

The first case to which we shall refer, viz., that of *De Lancey's succession*, relates to the Legacy Duty Acts, and the facts of which as reported were as follows: Under a will dated in 1799, a testator who died in 1800, leaving two sons, H. and B., and a daughter C., bequeathed a large sum of money to trustees upon trust for investment in land, to be conveyed to the uses following in addition to the ordinary uses to support contingent uses, viz., to the use of his son A. for life with remainder to the first and other sons of A. in tail male with remainder to the use of the testator's son B. for life, with remainder to his sons in similar manner, with remainder to the use of the testator's right heirs. The money was never invested in land, but A. received the income until his death in 1840, when he died a bachelor and intestate. B. then received the income until 1857, when he also died a bachelor and intestate. C. declined to receive the income, and died in 1866 a spinster and intestate. Upon C.'s death the fund was paid into the Court of Chancery, and, with the exception of the income which accrued during C.'s life which belonged to her personal representative was paid out to D., who was the heir at law of C. The commissioners of Inland Revenue, treating the money as equitably converted into land, claimed from D. succession duty upon it at the rate of five per cent., according to his relationship to C., but D. insisted that he was liable only to pay legacy duty under the will of the testator. The court was equally divided in opinion, Chief Baron Kelly and Baron Channell considering that legacy duty was payable, and Barons Bramwell and Cleasby being of opinion that succession duty was payable; but they all agreed that D.'s interest must be considered to be derived from C., and that the duty must therefore be at five per cent. Baron Cleasby being the junior baron, withdrew his opinion, and the court declared that legacy duty was payable. The case was argued principally upon the construction of the proviso at the end of the 19th section of the Legacy Duty Act (36 Geo. 3 c. 52); and we are inclined to agree with Mr. Baron Cleasby that that section relates solely to the duty payable by reason of the interests actually created by the will, and that so soon as the property becomes vested in a person absolutely, and he has paid the legacy duty imposed upon him by it, it ceases to have any operation; but we also agree with Chief Baron Kelly when he stated "that he was by no means prepared to say that if the 19th section had been omitted altogether in the Act, the duty would not have been payable, by virtue of its general provisions, upon any money to be laid out in land, until actually so laid out," and he added, "The doctrine that money to be laid out in land is to be treated as land, though long established in courts of equity is, in truth, a mere fiction, and no more; and founded upon what Lord Thurlow, in *Pulteney* v. *Earl of Darlington* (1 Bro. C. C. 223, 237), called 'the cant expression,' that in equity 'what is to be done, is considered as done.' This fiction is, indeed, reasonable and just when applied to the succession of persons entitled under the limitations of a will or settlement, because it is necessary, in order to give effect to the intentions of the testator or settlor, that the property should pass in the same line of succession as if it were land; and, therefore, in case of intestacy, as to the heir, and not to the next of kin. But here the necessity for the fiction ends. And why should it be extended where no such necessity or reason exists? Why should the Crown be precluded from claiming in respect of any money whatever, while it is *de facto* money, duties imposed upon all personal estate by Act of Parliament, merely because its deceased owner may have directed it to have been laid out in land? When it is remembered that, as this very case shows, property clothed with this trust may pass, not only through a long succession of persons entitled to limited interests, but from generation to generation, to a succession of heirs entitled to an absolute interest in the whole property, it cannot be supposed that the Legislature intended to confer a power upon anyone who might think fit to create such a trust, to exempt his personal estate from duties to which it is liable by law for an indefinite period of time. I am of opinion, therefore, that the principle, or equitable fiction, upon which courts of equity have so long held that money to be laid out in land is, for certain purposes, to be treated as land, is inapplicable to the interpretation of the statutes imposing duties upon personal estates; that these statutes must be read according to the plain and ordinary meaning of the language which the Legislature has used; and consequently that this money not having been actually laid out in land, is liable to duty in personal estate under the Legacy Duty Acts." We quite agree with every word which the Chief Baron has used, and as it appears to us quite clear that upon the death of the testator A. took the absolute reversion in fee expectant upon the death without issue of himself and B., and that C. never took any interest under the will, we consider that by force of the Legacy Duty Acts, the following duties became payable, viz., legacy duty at 3 per cent. under A.'s intestacy upon the absolute reversion to the money, expectant upon the death without issue of B., which passed by such intestacy to B.; further legacy duty at 3 per cent. upon the death of B. upon the capital of the fund which thus passed to C., and upon the latter's death legacy duty at 5 per cent., as ordered to be paid, but whether the above duties were all actually claimed and paid, we have no knowledge.

Chief Baron Kelly, concurred with Mr. Baron Cleasby, that if succession duty were payable it would be by reason of the devolution from C. to D., and not by reason of the disposition made by the will of the testator, and that C., not the testator, would be the predecessor within the meaning of sect. 2 of the Succession Duty Act (16 & 17 Vict. c. 51).

Upon appeal (L. Rep. 5 Ex. 102), the decision of the Court of Exchequer was affirmed, Chief Justice Bovill stating that "the argument on the part of the Crown has proceeded on the ground that, by reason of the will, and of the trusts still continuing, the money is to be treated as land for all purposes, including liability to duty, and that, therefore, succession duty attaches upon it as land. But that argument has pressed the equitable doctrine on which it proceeds beyonds its legitimate limit. When it is said according to that doctrine a fund to be laid out in land is treated as land for all purposes, and that in the phraseology of the courts it, in fact, is land, the language so employed is figurative and metaphorical;" and his Lordship proceeds to state, with approval, the decision of Lord Langdale in *Matson* v. *Swift* (8 Beav. 368), and more particularly the questions which Lord Langdale suggested—"Whether after a conveyance of land in trust to sell, or after valid contracts for the sale of land and the death of the legal owner, the Crown can be entitled, for its own purposes only, to enforce the equities between the parties? If the parties should release each other, could the Crown, for purposes merely fiscal, not in the contemplation of any party, and not required to fulfil the intention of any party, be entitled to the benefit of trusts, which are declared or acted upon only for the purpose of giving effect to the intentions of the parties?"

We cannot say whether probate duty was claimed in respect of the fund upon A., B., and C.'s intestacies; but we have no hesitation in saying that, as legacy duty was payable because the property was actually personalty, probate duty must, for the same reason, have become payable.

(To be continued.)

SOLICITORS' JOURNAL.

In our last issue we felt it our duty to call attention not only to the want of uniformity in the notices required to be given by articled clerks in reference to the respective examinations which have to be undergone prior to admission on the rolls, but also to the conflicting decisions arrived at by the masters at Judges' Chambers in matters relating to such notices. A question of probably greater importance is that of the right of articled clerks to hold offices, or be engaged in other employment of any kind during articles, which was lately considered by the newly-appointed Lord Chief Justice in the case of *Ex parte Greville*, reported in our issue of the 29th ultimo, page 70. It certainly does seem a great hardship that articled clerks should practically be debarred during the continuance of their articles of clerkship from filling offices which, while they in no way interfere with their duties under articles, would often be a source to them of profit, not only in a pecuniary but also in an educational sense. We believe the rule of the examiners to be not to object to articled clerks holding offices which are honorary in their nature, and the duties of which are performed after office hours. Whilst we do not pretend to quarrel with the decisions lately arrived at by the Court of Common Pleas at the instigation of the Incorporated Law Society upon the construction of sect. 10 of 23 & 24 Vict. c. 127, yet we are decidedly of opinion that the statutory provision in question should be relaxed, for we are confident that at times, and that not unfrequently, it works with actual detriment to the best interests of those who will in future represent the Profession.

It may not be generally known that the office of Queen's coroner and attorney, formerly held by a barrister-at-law, and which properly should be held by a solicitor, is now filled by a non-professional gentleman. The office of coroner of the Queen's household and of the Verge, is now, and has been for many years, held by a solicitor.

We are glad to find that there are some solicitors who appreciate the labours of the Incorporated Law Society. We have received a letter from a solicitor at Leeds, taking exception to our criticisms upon that body, in which he says:—"It is quite true that the Incorporated Law Society is not a very active law reformer, but it does good work, and the value of that work should be fairly recognized." We are quite prepared to adopt the expression of opinion of our correspondent. That the work undertaken by the council is good and beneficial, as far as it goes, we do not for one moment dispute; on the contrary, we are as prepared as anyone can be to recognise to the utmost the gratuitous labour of the council in the interests of the solicitor branch of the Profession. Having said so much in order to remove any misunderstanding that may possibly exist, it is but just to add that the majority of solicitors feel that there is important work undone, the charge of which might well be committed to the care of committees of the council, each appointed for special purposes. The abuse of the privileges of the Profession by unqualified persons, the unsatisfactory relations of the two branches of the Profession as well *inter se*, as in connection with the public, the organization of the Profession, the amalgamation of the society with the Metropolitan and Provincial Law Association, the formation of local law societies as branches of the society, indeed, the adoption, in this respect, of Mr. Marshall's scheme for organisation, the establishing a system by which periodical meetings of the members of the society, if not of solicitors generally, could be held in London and the provinces for the consideration of all questions of interest to or concerning the welfare of solicitors,—all these matters require attention, and to those who would urge that the Incorporated Law Society, by its council, does all that can fairly be expected, must be reminded of the existence of the Metropolitan and Provincial Law Association, and 36 local law societies, all without any connection with the chief society, and of an effort now being made to establish the "Legal Practitioners' Society," which we believe is receiving much support throughout the country. This state of things speaks for itself, and requires no further comment from us. We hope to hear that the Council have determined upon calling a meeting of the members of the Society, to consider the question of the amalgamation of the two principa societies; if not, we hope that those members who feel the importance of the question will take the necessary steps prescribed by the new bye-laws to bring the matter before the society at an early date. It would be very beneficial if some arrangement could be made with the Government by which the payment of the annual certificate duty should qualify for membership of the society.

The delay in publishing the names of gentlemen who passed the final examination last term is occasioned by the fact that the list has not yet been issued by the Incorporated Law Society, which we believe is owing to the great pressure put on the entire staff in the office of the society in consequence of the issuing of the annual certificates, the duplicate declarations necessary to obtain which are unfortunately only carried into the office by the great majority of solicitors just in time to pay the duty at Somerset House before the 16th inst. We hope, however, to be able to publish the list in our next issue.

A solicitor at Uxbridge writes us as follows:—"I often think that the Law Times would be doing a good practical work by publishing in its columns the various appointments connected with the law for which attorneys and solicitors are eligible, in whose gifts are these several offices, and as near as may be the stipend in each case." We can only say that if we can satisfy ourselves that it would be of interest to the Profession we will gladly undertake to execute the suggestion of our correspondent; at present, however, we are in some doubt as to its utility.

We are very glad to notice that the Legal Education Association, a deputation of the members of which have waited on the Lord Chancellor are not to be lulled into inaction, either by the loss of much valuable support, or by the recent measure of the Inns of Court; on the contrary, we learn from the Honorary Secretary of the association (Mr. J. V. Longbourne), that they will continue their labours with the same energy which has characterised their work in the past. Our wish for their continued success is we are confident, shared in by the great bulk of the Profession.

We have lately had forwarded to us certain spurious notices which purport to be issued from County Courts, from which we find that these are not only issued by debt collectors and all kinds of agents, but even by ordinary tradesmen, for the purpose of obtaining payment of their debts, and we are sorry to say that we believe they owe their origin as a rule to law stationers, some of them in Chancery-lane, of whom a great variety can be purchased. This is a question, perhaps, of greater importance to the administration of justice in the country than to the Profession, for although in many cases they are merely reproductions of statutory provisions long since repealed, yet they occasion much alarm to certain classes of the community who are unable to distinguish between these spurious documents and the actual process of the County Courts, the judges of which ought to have power in certain of such cases to inflict a fine as for contempt of court.

So far as we are aware the council of the Incorporated Law Society have not, at present, in any way availed themselves, in the interests of the society, of the power given them by the new bye-law, by virtue of which they may elect, as extraordinary members of the council, any member of the society (not exceeding ten), who, at the time of their election, shall hold the office of president of any other law society established in any place in the United Kingdom, except the metropolis, for like or kindred purposes. We believe that the power and influence both of the council and the society would be augmented by proceeding to these elections; and members of local law societies will do well to bear in mind, in electing their presidents, that they are (we hope) likely to be elected to the office of extraordinary members of the council. We wait, with interest, for the determination of the council upon this subject, and we hope that action has been already taken in the matter.

During the present sittings in the Rolls Court, the Master of the Rolls, addressing the counsel present, said that when a judgment was given against one of the parties in a suit referring to a small matter of property, &c., that side generally petitioned to be "allowed costs." Now, whilst admitting that, in some exceptional instances, costs should be allowed to the losing side, he says that ought not to be made the rule, but rather the exception. It was contrary to all principle and notions of justice that the party who had received the benefit of the judgment should not be allowed his costs rather than the "losing" one. Various applications to allow costs to the defeated side had frequently been made to him; but whatever the practice obtaining in other courts he, for his part, would take care that, as a rule, he would cause the side which lost the suit to pay its own costs. We quite concur in Sir George Jessel's opinion and hope that when the Judicature Act is in full operation the position of parties to a suit as regards costs will be more clearly defined, especially for the better guidance of solicitors.

The following solicitors have been elected to the office of mayor for the ensuing year: Mr. G. T. Picton Jones, Pwllheli, Carnarvonshire, fifth time; Mr. J. Parry Jones, Denbigh, N. Wales, third time. This makes in all fifteen solicitors elected to the above office for 1873-4, so far as we have been able to ascertain at present.

We are pleased to notice that in the case of The Corporation of Dover against the South-Eastern and The London, Chatham, and Dover Railway Companies, before the lately appointed railway commissioners, the town clerk of Dover was represented by his London agent. We hope solicitors will see the necessity of availing themselves of the audience before this tribunal to which they are entitled.

The following law lectures and classes are appointed for the ensuing week in the Hall of the Incorporated Law Society:—Monday, class Common Law, 4.30 to 6 o'clock p.m; Tuesday, ditto, 4.30 to 6 p.m.; Wednesday, ditto, 4.30 to 6 p.m.; Friday, lecture, Conveyancing, 6 to 7 o'clock. This concludes the lectures and classes for Common Law for the present year. Those in equity do not commence until the 10th April in next year. Students are not admitted after lectures have commenced.

We are sorry to notice from correspondence which has lately appeared in one of the daily papers that a considerable doubt has been thrown upon what we believe to be the right of solicitors, or counsel instructed by them, to appear on behalf of seamen, or ship's passengers and their relatives, and shippers and underwriters, before Courts of Inquiry held by direction of the Board of Trade, under Part 8 of the Merchant Shipping Act 1854. From the correspondence in question we gather that these courts are not unfrequently in the habit of deciding that upon these inquiries the crew of a ship, and others interested (with the exception of the owners) have no *locus standi* before them. We know of no sufficient reason for the adoption of this course, and we are confirmed in our opinion by the terms of a letter written by direction of the Board of Trade upon the subject, and which forms part of the correspondence to which we refer, in which the following observation appears: "The inclination of the Board of Trade is to give seamen and ships' passengers, and others, the same privileges as are given to the shipowners." A rule to the contrary would be wholly unjust, and we hope that we shall not in future hear the right of solicitors so to appear questioned by any of the courts in question.

NOTES OF NEW DECISIONS.

Malicious prosecution of Action—Action for—Declaration—Necessity of alleging determination of Proceedings in Plaintiff's favour.—A declaration for maliciously and without reasonable or probable cause procuring the arrest and detention of a vessel in a County Court suit for necessaries, "until the proceedings in the said court in the matter of the said arrest and detention were determined, and the said ship released," is good, without an express averment that the proceedings were determined in favour of the plaintiff. Per Blackburn and Archibald, JJ., *dissentiente* Quain, J.: (*Redway* v. *MacAndrew and another*, 29 L. T. Rep. N. S. 421. Q. B.)

Will — Illiterate Person — Indefinite Estate — Charge of gross Sum—Fee—Old Law.—A testator, who died in 1806, by his will gave two freehold houses to one of his sons without any words of limitation, subject to legacies and annuities, with a gift over, in case of alienation or death without issue, to his brothers and sisters, *nominatim* also subject to the legacies and annuities, and with a direction also to pay sums of £4 to each of certain grandchildren as they attain the age of twenty-three: Held, that on James's death without issue, and without barring any estate tail he might have had, the brothers and sisters took as joint tenants, and as the gift was coupled with a direction to pay several gross sums, their estates would in a case coming under the old law, be enlarged to a fee simple: (*Wilkinson* v. *Wilkinson*, 29 L. T. Rep. N. S. 416. M.R.)

ARTICLED CLERK—SERVICE UNDER ARTICLES—ABSENT ABROAD FOR ONE YEAR ON ACCOUNT OF ILLNESS—6 & 7 VICT. c. 23 ss. 12, 14.—An articled clerk having been absent from work during eleven months of his articles on account of ill-health, and with the consent of his employer, the court refused to admit him as an attorney: (*Ex parte Moses*, 29 L. T. Rep. N. S. 420. Q. B.)

PRACTICE—TAXATION OF COSTS—SEPARATE ANSWERS FILED BY SAME SOLICITOR—DISCRETION OF TAXING MASTER—ORDER 40, R. 12.—Whether the costs of separate answers filed by the same solicitors should be allowed on taxation or not is a matter entirely in the discretion of the taxing master: (*Beattie* v. *Lord Ebury*, 29 L. T. Rep. N. S. 419. V.C. B.)

PRACTICE—SUBSTITUTION OF DEFENDANTS—MISDESCRIPTION — COMMON LAW PROCEDURE ACT 1852—SECT. 222 (15 & 16 VICT. c. 76.)—Where an action had been brought in error against the clerk of a local board of health, the court allowed the name of the local board of health to be substituted in all proceedings for that of the clerk: (*Lord Bolingbroke* v. *Townsend*, 29 L. T. Rep. N. S. 430. C. P.)

CONTRACT FOR SALE OF CHATTELS—BREACH—SUIT FOR INJUNCTION—DEMURRER.—A court of equity will not grant an injunction to restrain the breach of a contract for the sale of chattels where specific performance of the contract would not be enforced. A. entered into a contract with B. by which B. agreed to sell to him the whole of the get of coal of a specified seam in a colliery belonging to B. during a period of five years at a certain price. On a bill by A. to restrain B. from selling the coal to other parties: Held that A. was not entitled to any relief in equity: (*Fothergill* v. *Rowland*, 29 L. T. Rep. N. S. 414. M.R.)

EXECUTORS — OMISSION TO PROVIDE FOR LEGACY — RESISTANCE TO LEGATEE'S CLAIM—LIABILITY OF REPRESENTATIVES OF DECEASED EXECUTOR—COSTS.—Three executors allowed an investment of £500 to remain (under a power in the will) upon an insufficient security. One died. The legatee claimed the legacy. The surviving executors opposed her claim on an administration summons. They gave no notice to the executor of the deceased executor of the proceedings: Held, that the estate of the deceased executor was not liable to pay the costs of such proceedings: (*Paull* v. *Mortimer*, 29 L. T. Rep. N. S. 418. M. R.)

ARTICLED CLERK—STAMP WITHIN SIX MONTHS—MISTAKE OF LAW—RECKONING OF SERVICE—6 & 7 VICT. c. 73, ss. 819.—An attorney's articled clerk applied to stamp his articles within six months of their execution, being misled by the words of the Stamp Act 1870, s. 43, but the Inland Revenue refused to affix the stamp except upon payment of a penalty. The clerk subsequently paid the penalty, together with the duty, but in consequence of his mistake in the law, he was prevented from enrolling his articles within the time required. The court allowed his service to be reckoned from the date of the articles, instead of from the day of filing the affidavit required with the enrolment, under 6 & 7 Vict. c. 23, ss. 8 and 9: (*Ex parte Hayward*, 29 L. T. Rep. N. S. 422. Q. B.)

BILL OF REVIVOR—TIME FOR ENROLMENT ELAPSED — NEGLIGENCE OF PLAINTIFF — DEMURRER—15 & 16 VICT. c. 86, s. 52—CONS. ORD. 23, R. 28.—A bill was dismissed on appeal in Dec. 1867. No steps were taken until Nov. 1872, when an order *nisi* for enrolment was granted, notwithstanding the time for enrolment had expired. One of the defendants died in Dec. 1872. On the 16th Jan. 1873 the court ordered an enrolment, subject to the plaintiff presenting his petition to the House of Lords within a given time. It was then ascertained that by the death of another defendant in 1870, the suit had become abated, and the Registrar refused to draw up the order. The common order to revive having been refused, the plaintiff filed a bill of revivor, to which the executors of one of the deceased defendants demurred. Held, that the court had a discretion to grant a decree for revivor after the time for enrolment had expired, and would exercise it, except under special and extraordinary circumstances of neglect or delay: (*Patch* v. *Holland*, 29 L. T. Rep. N. S., 419. V.C. H.)

PRACTICE—INTERROGATORIES—INSUFFICIENT ANSWER—ORAL EXAMINATION BEFORE MASTER.—The 53rd section of the Common Law Procedure Act 1854 (17 & 18 Vict. c. 125) directs that in case of omission, without just cause, to answer sufficiently written interrogatories, the judge may direct an oral examination of the interrogated party as to such points as he may direct before the master. A defendant having answered the interrogatories in a voluminous manner, introducing many additional and irrelevant topics to those contained in the interrogatories, the judge made an order directing the defendant to appear and answer orally before the master. Held, that where the answers contained such an amount of irrelevant matter as to amount to an impertinent excess, the section was applicable. Held also, that the judge need not specifically direct as to what points the master is to examine the defendant, but that a general direction is sufficient: (*Peyton* v. *Harting*, 29 L. T. Rep. N. S. 478. C. P.)

JUDICIAL SEPARATION—CUSTODY OF CHILDREN GIVEN TO THE WIFE.—Where the parties had been judicially separated at the suit of the wife and the custody of the children had been given to her, the court allowed a third party (the paternal grandfather) to intervene to show cause why the custody of the children should no longer be committed to her: (*Goderich* v. *Goderich*, 29 L. T. Rep. N. S. 465. Div.)

COURT OF PASSAGE—NEW TRIAL—MOTION IN SUPERIOR COURT FOR—JUDGE'S NOTES.—A copy of the notes taken by the judge at the trial of a cause in the Passage Court of Liverpool is not needed in order to support a motion in a Superior Court for a new trial; and such motion may, according to the established practice, be made by counsel who did not appear in the court below: (*Bridge* v. *Daine*, 29 L. T. Rep. N. S. 477. C. P.)

TRADE-MARK.—INJUNCTION.—An English adjective, merely describing the quality of a manufactured article, will not be protected by the court as a trade-mark. Therefore, when the plaintiff, who dealt in malt liquors in London, sold stout which was subjected by him to a particular treatment, under the name of Nourishing London Stout: Held, that he was not entitled to an injunction restraining the defendant from selling stout under the name of Nourishing Stout: (*Raggett* v. *Findlater*, 29 L. T. Rep. N.S. 448. V. C. M.)

PRACTICE—ADMINISTRATION SUIT—WANT OF PARTIES—DEMURRER ORE TENUS—COSTS.—An objection to a bill for the administration of the real estate only of a testator, and without the joinder of his legal personal representative, is valid, though not raised by the answer, and may be taken by way of demurrer *ore tenus* at the hearing. Where such an objection is plain on the face of the bill, it is not the duty of the defendant to give notice to the plaintiff that he will avail himself of it, and he will be entitled to the costs of the day: (*Rowsell* v. *Morris*, 29 L. T. Rep. N. S. 446. M. R.)

MATRIMONIAL SUIT — ALIMONY PENDENTE LITE.—The parties in a matrimonal suit had been living separate under a deed by which the wife received an allowance of £40 a year, when the husband instituted a suit for divorce on the ground of his wife's adultery. The wife petitioned for alimony *pendente lite*. The court, however, though it was shown that the husband's faculties had increased since the deed of separation, refused to make any order for alimony. Held, on appeal to the Full Court, that the Judge Ordinary was right in making no order, as no change had been shown in the status of the wife: (*Powell* v. *Powell and Jones*, 29 L. T. Rep. N. S. 466. Div.)

PLEADINGS—EXCEPTIONS—SCANDAL—COSTS.—In cross suits between husband and wife, with reference to certain leaseholds the separate property of the wife, the husband set up an agreement made on the marriage, that in consideration of advances by him to pay the debts of his wife's first husband, she would concur with him in selling the leaseholds to recoup him; and in answer to interrogatories by the wife, the husband preferred against her a charge of adultery. On exceptions to such answer for scandal: Held, on the authority of *Christie* v. *Christie* (28 L. T. Rep. N. S. 807; L. Rep. 8 Ch. 42), that the exceptions must be allowed, and everything with reference to the adultery struck out, with costs: (*Pearse* v. *Pearse*; *Pearse* v. *Perase*, 29 L. T. Rep. N. S. 453. V.C. H.).

TENDER BY PUBLIC CONTRACT—GOOD CONSIDERATION—UNILATERAL CONTRACT.—The defendant tendered to supply the plaintiffs with certain goods at a fixed price, or with any of them that the plaintiffs should order. After the plaintiffs had given some orders, the price of the goods rose, and the defendant refused to supply them, on the ground that the contract was unilateral, there being no consideration for the defendant's promise to supply the goods, and there was no obligation on the plaintiffs to give the order: Held, that the tender of the defendant to supply what goods were ordered, coupled with the plaintiffs' order, was a sufficient consideration to bind the defendant: (*Great Northern Railway Company* v. *Witham*, 29 L. T. Rep. N. S. 471. C.P.)

STATUTE OF FRAUDS (27 CAR. 2, c. 3), SECT. 4—PAROL AGREEMENT TO PAY FOR MAINTENANCE OF BASTARD CHILDREN—AMENDMENT OF CLAIM FOR DAMAGES IN DECLARATION AT TRIAL.—The plaintiff, a *feme sole*, being the mother of five children by the defendant, ranging from five up to fourteen years of age at the time of the promise after mentioned, the defendant, in consideration that the plaintiff would, at his request, take and continue to take the sole charge and support of the said children, and provide for their maintenance and education, promised the plaintiff, by parol, that he would pay her an annuity or sum of £300 per annum, by quarterly payments of £75 each, so long as she should continue to do so. Not being satisfied with the way in which the children were being brought up by the plaintiff, the defendant discontinued the payment of the annuity, whereupon the plaintiff brought this action against him to recover the arrears of the annuity due to her. The declaration claimed only £600 for two years' instalments, but it was proved at the trial that arrears were due for two years and a half, and, thereupon, the learned judge amended the claim in the declaration by increasing it to £750, for which sum the plaintiff had a verdict. Held, by the Court of Exchequer (Kelly, C.B., and Bramwell and Pigott, BB.)—First, on the authority of *Wells* v. *Horton* (4 Bing. 41; 5 L. J. 41, C. P.) and *Souch* v. *Strawbridge* (2 C. B. 808; 15 L. J., N. S., 170, C. P.), that this agreement was not one which was "not to be performed within the space of one year from the making thereof," and, therefore, that it need not be in writing under sect. 4 of the Statute of Frauds, and the plaintiff's action was maintainable thereon. Bramwell and Pigott, BB., were of opinion (Kelly, C.B., forbearing to express an opinion on the point) that the agreement was determinable at any time, at the will of either party, upon reasonable notice. Secondly, that under sect. 222 of the C. L. P. Act 1852, the learned judge at the trial had full power to amend the claim for damages in the declaration, the understatement of them being a "defect" within the words and meaning of that section. (*Knowlman* v. *Bluett*, 29 L. T. Rep. N. S. 462. Ex.)

LIBEL—DECLARATION—UNSUPPORTED INNUENDOS.—Declaration in libel, first count on the following words: "We are requested to state that the Honorary Secretary of the T. Defence Fund is not and never was a captain in the Royal Artillery, as he has been erroneously described." Innuendo, that the plaintiff was an impostor, and had falsely and fraudulently represented himself to be a captain in the Royal Artillery. Second count: "the gentleman in question was a paymaster in the Royal Artillery, and as such received in due course the honorary rank of captain in the army, which is so stated in his commission. His name appears under the head of paymasters on half pay in this month's Army List. He is certainly not entitled to hold a command as an artillery officer." Innuendo, that the plaintiff was an impostor, and had falsely and maliciously represented himself to be a captain in the artillery. At the trial it appeared that the plaintiff had been a paymaster in the Royal Artillery, that he held a commission as honorary captain in the army, and was addressed and generally known as captain. He became honorary secretary to a fund, and in respect of his connection therewith, and his name being attached with the addition "Captain," R.A., to certain advertisements, the alleged libels were published in the defendants' newspapers. On these facts the plaintiff was nonsuited. Held, that the nonsuit was right; as the words alleged to be libellous did not *prima facie* support the innuendos, there was no evidence to go to the jury of circumstances rendering the statements charged capable of bearing the meaning imputed to them: (*Hunt* v. *Goodlake*, 29 L. T. Rep. N. S. 472. C.P.)

Correspondence.

OUR INVADERS.—We have received the following letter from a solicitor upon the subject of the notices issued by "The United Kingdom Mercantile Offices, Legal Department," and which we have often printed in these columns:—"My impression is that the document, a specimen of which I enclose you, has already been exposed in your paper; but having within a short space of time had two of them brought to my office, I think it right to call your attention again to it, as the audacity of the authors seems rather to increase with publicity than otherwise, and it should be as widely and generally cautioned against as possible. In one case a poor woman with a sick husband and a large family came to me in the greatest fear and distress, and it was some time before I could satisfy myself and her that there was no actual process whatever in force against her. The 'client' of the office was a small tradesman, whose experience told him that a very small order would be obtained through the County Court, and who had no doubt found that the awe-inspiring threats of the 'United Kingdom Mercantile Offices' were, in many cases, more efficacious. EDMUND H. CHEESE."

ARTICLED CLERKS HOLDING OFFICE.—I see by an answer in an issue of to-day to a correspondent, "James A. Tucker," that you express it to be your opinion that an articled clerk may hold an appointment as a salaried organist, provided it does not interfere with his service under articles or with his duties in office

hours, without contravening section 10 of 23 & 24 Vict. c. 127. The case having occurred to me, I wrote last week to the secretary of the Incorporated Law Society, asking his opinion, and received the following answer:

2nd Dec., 1873.

Dear Sir,—*I do not think* you could hold the appointment referred to in your letter of the 29th ult., and receive a salary for so doing, without vitiating your service. The examiners have no objection to a clerk holding *an honorary* office the duties of which are performed *after office hours*.—I am, dear Sir, yours faithfully, E. W. Williamson, Secretary.

You should, however, refer to the case of *Re Greville*.

I may add that the appointment referred to in Mr. Williamson's letter necessitates my attendance on Sunday and Wednesday evenings only, so that whether I receive a salary or not, the service is the same, and the two cases ought, at any rate, to bear precisely similar relation to me as an—

Articled Clerk.

[*Re Greville* was reported in our issue of the 29th ult., page 70.—Ed. Sols.' Dept.]

To Correspondents.

An Occasional Reader.—If the half of a term expires in Hilary Term next, he can present himself for examination up to and including the following Trinity Term, after which he could only do so by special leave (2) and if A. goes up for intermediate examination, and is unsuccessful, he is entitled, in the absence of any direction to the contrary, to present himself for examination in the following term, subject to the necessary notice. We cannot fully answer the query without the exact date of the articles.—[Ed. Sol.'s Dept.]

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

Clark (Geo. Thos.) and Bruce (Henry Austin), both of 13, King's Arms-yard, Moorgate-street, Esqs. £225 Red Sea and India Telegraph Annuity, claimant said Geo. Thos. Clark.

White (Thos.) and Price (Geo. Wm.), 57, Mark-lane, merchants. £18 per annum Red Sea and India Telegraph annuity, claimant said Thos. White, the survivor.

CREDITORS UNDER ESTATES IN CHANCERY.

Last Day of Proof.

Allen (Wm.), Sutton, Chester, farmer. Dec. 31; Wm. H. Linaker, solicitor, Runcorn. Jan. 7; M. R., at eleven o'clock.

Andrews (John), Modbury, Devon, Esq. Jan. 10; J. H. Square, solicitor, Kingsbridge, Devon. Jan. 24; M.R., at twelve o'clock.

Baker (Edward), 3, Cross-street, Chapel-street, Stockwell, Surrey, carpenter. Dec. 20; Gresham and Son, solicitors, 24, Basinghall-street, London. Jan. 9; V.C. H., at one o'clock.

Bew (John), Warwick, grocer. Dec. 22; Wm. B. Sanderson, solicitor, Warwick. Jan. 7; M. R., at eleven o'clock.

Bradford (Martha), 183, Beresford-street, and 13, Floodterrace, Walworth, Surrey. Dec. 24; Wm. Lewis, solicitor, 7, Wilmington-square, Middlesex. Jan. 14; V.C. B., at twelve o'clock.

Brewitt (Thos.), Rayleigh, Essex, Esq. Jan. 16; E. P. De Gex, solicitor, 4, Raymond-buildings, Gray's-inn, Middlesex. Feb. 6; M. R., at twelve o'clock.

Bull (Benjamin) Harlow, Essex, farmer. Jan. 1; John W. Windas, solicitor, Epping. Jan. 15; M. R. at eleven o'clock.

Clarke (Jos.), Ramsey, Essex, farmer. Jan. 1; H. S. Goody, solicitor, North-hill, Colchester. Jan. 15; M. R. at eleven o'clock.

Cooper (Ann E.), formerly of Holbridge-place, near Woking, Surrey, late of 6, Warrior-square-terrace, St. Leonard's-on-Sea, widow. Dec. 31; J. Burgin, solicitor, 8, John-street, Bedford-row, Middlesex, Jan. 19, V.C. M., at twelve o'clock.

Davis (Stephen T.), Kingston-upon-Hull, manure manufacturer. Jan. 3; Roberts and Leak, solicitors, Kingston-upon-Hull, Jan. 9, V.C. M., at twelve o'clock.

Fischer (Peter J.), White Swan, Upper Norwood, Surrey, innkeeper. Jan. 1; G. Crafter, solicitor, 81, Blackfriars-road, Surrey. Jan. 12; V.C. H., at one o'clock.

Goodrich (Ermingarde), 10, Royal crescent, Brighton, Sussex, widow. Dec. 31; Jos. Burgin, solicitor, 8, John-street, Bedford-row, London. Jan. 19; V.C. M. at twelve o'clock.

Hooper (Geo. H.), Bloomsbury-square, Middlesex, and Regency-square, Brighton, Sussex, Esq. Feb. 2; C. B. Rivington, solicitor, 1, Fenchurch-buildings, Fenchurch-street, London. Feb. 9; V.C. B., at twelve o'clock.

Mappin (Wm.), Sheffield, provision dealer. Jan. 6; C. F. W. Wilson, solicitor, Sheffield. Jan. 20; M. R., at twelve o'clock.

McCabe (Esther J.), formerly of 14, Southwick-crescent, Hyde-park, Middlesex, late of Ticehurst, Sussex, spinster. Jan. 12; S. Potter, solicitor, 36, King-street, Cheapside, London. Jan. 20; V.C. H., at twelve o'clock.

Robinson (Margaret), Priory-street, Micklegate, York, widow. Dec. 31; G. M. Watson, solicitor, Stockton-upon-Tees. Jan. 8; M. R., at eleven o'clock.

Ross (William B.), 1, Howick-place, Westminster, Middlesex, barrister-at-law. Dec. 31; J. Brewer, solicitor, 6, Victoria-street, Westminster. Jan. 10; M. R., at eleven o'clock.

Spry (Richard), 97, Curtain-road, Shoreditch, Middlesex, easy chair and couch manufacturer. Dec. 15; Pritchard and Englefield, solicitors, Painter's Hall, Little Trinity-lane, London. Dec. 22; V.C. B., at twelve o'clock.

Tizard (John), Weymouth and Melcombe Regis, Dorset, solicitor, and late a partner in the firm of Eldridge, Pope, and Co., brewers, Dorchester. Dec. 17; H. T. George, solicitor, Weymouth, Jan. 12; M. R., at 11 o'clock.

Ward (William), Elim Cottage, Hathe-ley-road, Cheltenham, house agent. Jan. 10; Robert Wheeler, solicitor, Cheltenham, Jan. 22; V. C. M., at 12 o'clock.

Willis (Harriet), Cheltenham, spinster. Jan. 10; Henry Kinneir, solicitor, Swindon, Jan. 22, V.C. M., at twelve o'clock.

CREDITORS UNDER 22 & 23 Vict. c. 35.

Adams (Jos.), 25, Stainsby-road, Poplar, Middlesex, gentleman. Jan. 22; J. C. St. Aubyn Angove, solicitor, 129, Aldersgate-street, London.

Adsett (Bazill W.), Black Bull and Star, New Gravel-lane, Shadwell, Middlesex, licensed victualler. Dec. 23; J. Pendergast, 37, Colet-place, Commercial-road, Middlesex.

Blackford (Mary), Bewdley, Worcester, spinster. Jan. 1; W. N. Marcey, solicitor, Bewdley.

Brown (Wm. H.), 40, Chrisp-street, Poplar, Middlesex, draper. Dec. 31; William Sturt, solicitor, 14, Ironmonger-lane, London.

Bull (Jas.), formerly of Kingsdown, Bristol, late of St Clair Villa, Lower Redland-road, Clifton, first clerk in H. M.'s Customs at the port of Bristol. Jan. 15; O'Donoghue and Co., solicitors, 1, St. Stephen's-street, Bristol.

Davis, otherwise Cartwright (Mary A.), 25, Welbeck-street, Cavendish-square, Middlesex, spinster. Dec. 21; Chauntrell and Pollock, solicitors, 63, Lincoln's Inn-fields, Middlesex.

Ellice (Russell), Lombard-street, London and Brickendonbury, Herts, banker. Jan. 31; R. Dixon, solicitor, 5, Finsbury-square, London.

Haddan (Thos. H.), New-square, Lincoln's-inn, and Northgrove, Highgate, Middlesex, barrister-at-law. Jan. 15; Western and Sons, solicitors, 7, Great James-street, Bedford-row, Middlesex.

Kirk (John), late of Richmond Lodge, co. Down, linen merchant, lately trading at Belfast, co. Antrim and Keady, co. Armagh, and in New York, U. S. A. March 1; Wm. M. Kirk, 12, Bedford-street, Belfast.

Kirtley (Matthew), Derby, engineer. Jan. 24; Beale and Co., solicitors, 28, Great George-street, Westminster.

Lock (Hannah), Easton, Southampton, widow. Dec. 31; F. Bowker, solicitor, 23, St. Peter's-street, Winchester.

Lodwick (General Peter), 63A, Westbourne-terrace, Middlesex, and general in her Majesty's Indian Army. Jan. 15; Western and Sons, solicitors, 7, Great James-street, Bedford-row, London.

Meara (Charlotte C.), 9, Royal-crescent, Cheltenham, spinster. Jan. 20; Ticehurst and Sons, solicitors, Essex-place, Cheltenham.

Mills (William), Ivy Cottage, 347, Albany-road, Camberwell, Surrey, gentleman. Jan. 14; H. F. and E. Chester, solicitors, 86, Newington Butts, London, S.E.

Nedham (Susannah S.), Leicester, spinster. March 2; Dalton and Salasbury, solicitors, Leicester.

Rowbottom (Wm.), late of 7, Elizabeth-mews, England-lane, Haverstock-hill, Middlesex, formerly of 21, and 4, Westmoreland-street, Marylebone, Middlesex, coachman. Jan. 22; S. J. Robinson, solicitor, 53, Gresham-house, Old Broad-street, London.

Wallis (Frances, otherwise Fanny), formerly of 4, Brunswick-villas, New-road, Hammersmith, Middlesex, late of Hill Villa, Melton-road, Woodbridge, Suffolk, widow. Dec. 13; O. Richards, solicitor, 16, Warwick-street, Regent-street, Middlesex.

Wates (Edward), 15, Harmer-street, Milton-next-Gravesend, Kent, solicitor. Jan. 31; Hooke and Street, solicitors, 27, Lincoln's-inn-fields, Middlesex.

West (John M.), Duke of Sussex, 18, Pierrepoint-row, Islington, Middlesex, licensed victualler. Dec. 31; Nash and Co., solicitors, 2, Suffolk-lane, Cannon-street, London.

Whiting (Rev. Jas.), Vicar of Royston, Herts. Jan. 17; A. M. White, solicitor, Colchester.

Wiseman (Jas.), Heathfield-terrace, Halifax, York, gentleman. Jan. 15; Wavell and Co., solicitors, 26, George-street, Halifax.

REPORTS OF SALES.

Tuesday, Dec. 9.

By Messrs. Debenham, Tewson, and Farmer, at the Mart.

City of London.—No. 22, Peter's-hill, freehold—sold for £1000.

London Docks.—No. 9, Dock-street, a profit rental of £50 per annum, term 11 years—sold for £250.

By Messrs. Winstanley and Horwood.

Lincoln's-inn-fields.—Nos. 21, 22, and 23, Little Queen-street, freehold—sold for £2750.

Hackney. Nos. 1 to 5, Grove-street, copyhold—sold for £915.

Nos. 6 and 7, Grove-street, and a plot of land—sold for £1500.

Nos. 8 and 9 Morpeth-road—sold for £340.

Old Ford.—No. 149, St Stephen's-road, freehold—sold for £480.

West Ham.—No. 9, South-street, freehold—sold for £35.

By Messrs. D. Cronin and Sons, at the London Tavern.

Oakley-square.—The lease and goodwill of the Prince Alfred, term 69 years—sold for £6310.

Norwood Junction.—The lease of the Alliance Tavern, term 16 years—sold for £690.

MAGISTRATES' LAW.

NOTES OF NEW DECISIONS.

Rape—Consent—Idiot.—Upon the trial of an indictment for rape upon an idiot girl, the proper direction to the jury is that if they are satisfied that the girl was in such a state of idiotcy as to be incapable of expressing either consent or dissent, and that the prisoner had connection with her without her consent, it is their duty to find him guilty. The two cases of *Reg.* v. *Fletcher* are not adverse to one another. The principle is properly laid down in the first case, and the second case was only a decision to the effect that there was not that requisite testimony of want of assent to justify leaving the case to a jury: (*Reg. Barratt*, 29 L. T. Rep. N. S. 409. C. Cas. R.)

Poor Law—Order of Removal—Irremovability—Unemancipated Child.—The amended proviso in 11 & 12 Vict. c. 111, s. 1, to the Irremovability Act, 9 & 10 Vict. c. 66, s. 1, applies to all children who have not become emancipated, whether living with or apart from their parents. A girl of nineteen, who had been two years in domestic service, and dependent on herself, in the respondents' union, became chargeable; she had no settlement but that of her widowed mother, which was in the appellants' union. The mother had for years lived in and been chargeable to her place of settlement. Held, that the order of removal of this girl to her mother's place of settlement was good: (*St. Olave's Union* v. *St. George's Union*, 29 L. T. Rep. N. S. 426. Q. B.)

Metropolis Local Management—Repair of Roof of Cellar—Pavement of Footway.—The appellant was summoned under the Metropolitan Management Act 1855 (18 & 19 Vict. c. 120), s. 226, to pay for the repair of his cellar which the respondents had done under sect. 102 of that Act. The magistrate found in fact that in front of the appellant's house and the other houses situated on the north side of Eaton-square were cellars covered by flagstones resting on the walls of the cellars. Those cellars were so formed when the square was built in 1830, and the flagstones were then 5in. thick. The footway on this side of the square was formed by the flagstones and curbstones over the cellars of the houses. The flagstones having been worn down by the traffic over them to the thickness of only 2½in. became dangerous and required repair. The magistrate determined that it would not be just that the respondents should be at the expense of supplying a roof to the appellant's cellar, nor that the appellant should be at the expense of paving the footway in front of his house; he therefore directed that each should pay half the expense of repair. Held, upon a case stated, that under the circumstances the respondents were liable for the whole expense: (*Hamilton* v. *St. George, Hanover-square*. 29 L. T. Rep. N. S. 428. Q.B.)

Larceny by Bailee (p. 467).—The prisoner was employed by the prosecutor to fetch coals from C. Before each journey the prosecutor made up to the prisoner £24, out of which he was to pay for the coals, keep 23s. for himself, and if the price of the coal, with the 23s., did not amount to £24, to keep the balance in hand to the credit of the next journey. It was the prisoner's duty to pay for the coal as he obtained it with the money received from the prosecutor; and the prosecutor did not know but that he did so, but provided he was supplied with the coal, and not required to pay more than the proper price for it, it was immaterial to the prosecutor in what manner the prisoner paid for it. On the 20th March the prisoner had a balance of £3 in hand, and the prosecutor gave him £21 to make up £24 for the next journey. The prisoner did not buy any coal, but fraudulently appropriated it: Held, that a conviction of the prisoner for larceny of the £21 as a bailee was right: (*Reg.* v. *Aden*, 29 L. T. Rep. N. S. 467. C. Cas. R.)

Larceny—Receiving—Accessory in second degree.—An indictment charged S. with stealing 18s. 6d., and C. with receiving the same. The facts were: S. was a barman at a refreshment bar, and C. went up to the bar, called for refreshments, and put down a florin. S. served C., took up the florin, and took from his employer's till some money, and gave C. as his change 18s. 6d., which C. put in his pocket and went away with. On leaving the place he took some silver from his pocket, and was counting it when he was arrested. On entering the bar signs of recognition took place between S. and C., and C. was present when S. took the money from the till. The jury convicted S. of stealing and C. of receiving. Held, that this was evidence which the judge ought to have left to the jury as reasonable evidence upon which C. might have been convicted as a principal in the second degree; and that therefore the conviction for receiving could not be sustained: (*Reg.* v. *Coggins*, 29 L. T. Rep. N. S. 469. C. Cas. R.)

Excise—Carriage used solely for conveyance of Goods in Trade or Husbandry.—By the 32 & 33 Vict. c. 14, s. 18, a duty is imposed upon carriages having a certain number of wheels and being of a certain weight; and by sect. 19, sub-section (6), it is enacted that the term "carriage" means and includes any vehicle drawn by a horse or mule "except a waggon, cart, or other vehicle used solely for the conveyance of any goods or burden in the course of trade or husbandry." The defendants were the proprietors of a travelling equestrian circus, and it was their course of business to give a daily parade through the towns which they visit. On the day laid in the information there was the usual parade in Bishop Auckland, and amongst other carriages in the procession there were three drawn by horses; one conveyed the band, consisting of eight performers; two others conveyed four persons each, and the persons in one of these were dressed in a gaudy attire and carried flags. These three carriages were used also for carrying portions of the luggage and property of the circus from place to place, and at the time before mentioned there were clothes belonging to the circus in the back locker of the band carriage, and also the music and musical instruments of the circus, and also in the other carriages there were some loose deal boxes and brackets: Held, that these three carriages were not within the exemption specified in the 6th sub-section of sect. 19 as carriages "used solely for the conveyance of any goods or burden in the course of trade or husbandry," and that they required to be licensed: (*Speak* v. *Powell*, 29 L. T. Rep. N. S. 434. Ex.)

THE LICENSING ACT 1872, SECTION 12.

At the Stamford Borough Petty Sessions, on the 29th November last, the following case came before the Bench:—

In Saint George's-square, in the borough of Stamford, is a building owned by the Marquis of Exeter, and known as the Assembly-rooms. This building, in consideration of a rent, is let by his lordship to a Mr. Langley, who, for certain payments, lets it from time to time to persons applying to use it for balls, lectures, operas, concerts, meetings, and similar purposes.

On the 26th November 1873, these Assembly-rooms were let to certain persons connected with a temperance society known as the "Good Templars." A meeting at these Assembly-rooms was called by handbill, and to this meeting the public were admitted free of charge. A person named Thomas Pollard attended the meeting, and there, whilst drunk, was guilty of riotous conduct. Pollard was summoned before the justices under the second part of section 12 of the Licensing Act 1872, and at the hearing the question arose as to whether or not the Assembly-rooms were, during the time such meeting was held, a public place.

In support of the contention that the rooms were a public place when such meeting was held, *Sewell* v. *Taylor* (29 L. J., 50, M. C.), and *Reg.* v. *Holmes* (22 L. J., N. S., 122, M. C.; 1 Dear. C. C. 207), were cited, and particular stress laid upon the judgment of Lord Campbell in the last case.

Against such contention it was suggested by the clerk to the justices that "public place," as used in the 12th section, might possibly have to be taken *ejusdem generis*, with "highway;" and that although the Assembly-room might, when the meeting was held, be "a place of public resort," it was not clear to him that it was then a public place. The notes to Paterson's Intoxicating Liquor (Licensing) Act 1872, p. 12, Oke's Synopsis, 11 edit., vol. 1, p. 727 and 729, notes 442 and 444, Oke's Licensing Act, and *Ex parte Freestone* (25 L. J. 121, M. C.), (where *Reg.* v. *Holmes* is mentioned and commented upon); *Hirst* v. *Molesbury* (40 L. J. 76, M. C.), and the Vagrant Act Amendment Act 1868, were mentioned. The Bench adjourned the case to the next petty session, directing the clerk to take counsel's opinion in the meantime.

The following opinion of Mr. C. G. Merewether upon the above facts was received at the adjourned meeting:—

"I am of opinion that the Assembly-rooms were not during the time of the meeting a public place within the Licensing Act, sect. 12, and agree with the distinction pointed out by the clerk to the justices. Looking at the words employed by the Legislature, and the juxtaposition of highway, it appears to me that the place contemplated is one to which the public have a right to go, and where they have a right to be, such as an open or enclosed market, a church, or arcade, in a highway. That the courts still put a strict construction on similar words is shown by *Tinson's* case, reported in 39 L. J. 129, M. C. The words in the Vagrant Act, upon which the decisions relied upon were given, are different—viz., "any place of public resort;" and the amending Act of 1868 contains words which fortify me in the view taken here. Sect. 3 enacts that any person playing in (*a*) any open or public place, or (*b*) in any place to which the public have, or are permitted to have, access, is liable to certain penalties. It is perfectly clear that the framers of that clause did not suppose that the phrase (*a*) included such a case as the present. CHARLES G. MEREWETHER.

"11, King's Bench-walk, Dec. 2, 1873."

The justices, acting upon such opinion, dismissed the case.

THE LICENSING LAWS.

ON Wednesday a conference of licensed victuallers, convened by their Protection Society, was held at the London Tavern, to consider, in accordance with the course pursued by them on previous occasions, matters affecting the interests of their trade which are about to be brought before the Legislature. The immediate object of the meeting was to consider a Bill which they have had prepared by a Queen's Counsel, for amending the Licensing Act of 1872. In anticipation of the meeting, the trade, in their several societies, had been invited to consider whether they were favourable to an uniform system of opening and closing public houses all over the country from 5 a.m. to 12 p.m. on week days, and on Sundays to open at 12.30, close at 3, re-open at 5 or 6, and close at 11 p.m. They had also been asked, among other questions, to consider if they were favourable to grocers being placed in all respects upon the same footing as licensed victuallers in reference to police supervision, hours, and magisterial control. It was stated that 75 licensed victuallers' associations in various parts of the country were represented at the meeting—a larger number of societies, it was said, than were ever represented at any previous conference of the kind. Mr. H. G. Lake, chairman of the Licensed Victuallers' Protection Association, presided over the conference, which was fairly well attended, some of the members, he said, having come from distant parts of the country. The simple object, he said, was to discuss amendments of the Act of 1872. Mr. John James Homer, the treasurer, explained the objects of the Bill in question, which, he said, were few and simple, the cardinal point being the question of hours. He thought the late Home Secretary made a mistake in ignoring an uniform system and substituting an elastic principle. That had created, he said, ill-feeling and heart-burning throughout the trade. He explained that they proposed by the Bill about to be brought before Parliament to repeal the 24th, 26th, and 36th sections of the Licensing Act. All the provincial societies had been asked to send delegates to the meeting. To the question Were their societies favourable to an uniform system of closing? seventy-seven of the large provincial cities and towns replied in the affirmative, including, among others, Scarborough, Dewsbury, Maidstone, Burton-upon-Trent, Hull, Stockport, Lincoln, Newcastle-upon-Tyne, Sunderland, North and South Shields, Dublin, Belfast, and many more. The result was that seventy-seven in all answered favourably as to the question of hours. In London alone, he said, of the answers (3329 in number) received, 2874 were in favour of twelve o'clock and 455 in favour of 12 30, being a majority in favour of closing at twelve o'clock of 2419. Mr. Childs, solicitor to the Licensed Victuallers' Protection Association, stated how the Bill sought to amend the Licensing Act of 1872. The proposed alterations had reference chiefly to the times of closing, and those were left blank in the Bill. Mr. Sharman, the secretary, read an explanatory letter as to how the Bill proposed to deal with existing grievances, from the Queen's counsel by whom it had been drawn, adding that he was a member of Parliament as well as a Queen's counsel, but that he did not at present wish his name to be mentioned. A principal part of the proposed alterations of the existing Act was the manner of dealing with "the *bona fide* traveller." Mr. Winterbotham, a leading member of the trade, who contended that uniformity as to hours was the mainspring of all their action, moved that in the opinion of that conference the hours of opening within the City of London and its liberties, and within the Metropolitan Police district, should be from five a.m. to twelve p.m. on week days, and on Sundays from one to three and from six to eleven o'clock. He commented on what the called the gross injustice to the trade of granting exceptional licences, and said, speaking on behalf of the whole trade, that they hated a drunken man as much as any other member of the community. The motion was seconded by Mr. Wetenhall, who dwelt on the disposition which had existed during the last twenty years to shorten the hours of labour, and, that being so, he submitted the licensed victuallers should not array themselves against public opinion on that subject. He also contended, amid cheers, that twelve o'clock should be the hour of closing both in town and country, and that if they went for that hour in the Metropolis the country people would also ask for an uniformity of hours. Mr. Edwards, secretary of the National League, objected to the introduction of a Bill by the trade itself. Mr. Graystone, of York, supporting the motion, thought they were much indebted to the London trade for only asking for twelve o'clock, and he was of opinion that all the large town should be on the same footing with the metropolis as to closing at twelve o'clock. Mr. Winterbotham explained that there was not the slightest objection on the part of the London trade to include the country as to the hour of closing. Mr. Cleaver also advocated one hour for closing for the whole country, and he deprecated on this occasion the provincial towns being "left out in the cold." It was denied by several members of the conference that there was any such intention. The motion of Mr. Winterbotham was supported by Mr. Thurston, who stated that they had received 3329 adhesions from the trade in the metropolis in favour of one uniform hour of closing—namely, twelve o'clock. After some further discussion, in which some of the provincial delegates took part, it was moved as an amendment by Mr. Knowles that half-past twelve at night be the uniform hour of closing on week days. In the result the motion of Mr. Winterbotham was carried by a large majority, and it was afterwards agreed to appoint a committee to consider the clauses of the proposed Bill.

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Birmingham	Monday, Dec. 29	A. R. Adams, Esq., Q.C....		T. R. T. Hodgson.
Deal	Friday, Jan. 2	R. J. Biron, Esq.	2 days	E. Drew.
Dover	Monday, Dec. 29	Sir W. H. Bodkin, Knt....	2 days	G. W. Ledger.
Leeds	Thursday, Jan. 1	J. B. Maule, Esq., Q.C. ...	10 days	C. Bulmer.
Margate	Wednesday, Dec. 31 ...	F. J. Smith, Esq.		H. T. Sankey.
Sandwich	Thursday, Jan. 1	R. J. Biron, Esq.		T. L. Surrage.

MARITIME LAW.

SPECIMENS OF A CODE OF MARINE INSURANCE LAW.

By F. O. CRUMP, Barrister-at-Law.

(*Continued from page 90.*)

DEVIATION AND CHANGE OF VOYAGE.

Definitions.

Deviation—Voluntary departure without necessity—or a departure, through gross ignorance, on the part of the captain(*a*)—from the usual course of the voyage insured; or delay in commencing and prosecuting the voyage for purposes alien to the objects of the adventure.

(*a*) *Phynn* v. *Royal Exchange Company*, 7 T. Rep 505.

Change of Voyage—Where either before or after sailing the assured abandons the thought of proceeding to the port of destination originally prescribed by the policy, and sails for another.

Woolridge v. *Boydell*, Dougl. 16 (*a*).

Intention to Deviate.

A mere intention to deviate does not discharge the insurer.

Kewly v. *Ryan*, 2 H. Bl. 363; *Thelusson* v. *Fergusson* 1 Dougl. 361.

Test of Deviation.

If the risk be altered there is a deviation.

If the risk be enhanced there is a deviation.

And if the risk be altered without being enhanced there is a deviation.

Arn. 1st edit. 342; Phillips, sect. 983; *Company of African Merchants* v. *British and Foreign Marine Insurance Company*, 28 L. T. Rep. N. S. 233.

The Loss.

The loss need not have been in any way whatever connected with the deviation.

Effect of Deviation.

Deviation determines the liability of the underwriter from the time of leaving the track of the specified voyage:

Marshall Ins. 139; *Hare* v. *Travis*, 7 B. & C. p. 14.

Effect of Change of Voyage.

If the determination to change the voyage be formed before the risk attaches, the policy is void *ab initio*. If not formed until after sailing the underwriter is discharged from all losses which may occur subsequently to its being formed:

Way v. *Modigliani*, 2 T. Rep. 30.

WHAT CIRCUMSTANCES JUSTIFY DEVIATION.

Deviation may be justified—

1. By usage.
2. By licence in the policy.
3. When made to save life [not property].
4. When forced upon the assured by *vis major*.
5. When the control of the ship is taken out of the hands of the assured.
6. In extraordinary emergencies to repair.
7. When necessary to avoid disaster.
8. In repelling hostile attacks.

1. *Usage* must be precise, clear, and well-established:

Arn. 4th edit. 427; *Cormack* v. *Gladstone*, 11 East, 347; *Salisbury* v. *Townson*, Millar Ins. 418.

2. The *licence* given by the policy must be observed with the most scrupulous and literal exactness:

Elliott v. *Wilson*, 7 Brown's P. C. 459.

Liberty to "touch and stay" is construed according to the character of the voyage and the object which the parties had in view:

Arn. 4th edit. 435.

There being a liberty to touch and stay, it is no deviation to trade unless by so doing the risk is materially varied:

Arn. 4th edit. 446.

A general liberty to touch at a port or at ports without specifying them will justify touching only for the purposes of the voyage:

3 Kent, Comm. 3rd edit. 315; Ph. s. 1007.

3. Deviation to *save life* is obviously justifiable on principles of humanity: (Ph. s. 1027.) Deviation to *save property* only is fatal: (*Ibid.*)

4. A *forced interposition* of an intermediate voyage does not discharge the underwriter if the specified *terminus ad quem* is still kept in view:

Driscol v. *Passmore*, 1 Bos. & Pull. 200; *Bottomley* v. *Bovill*, 5 B. & C. 210; *Vallejo* v. *Wheeler*, Cowp 143.

NOTE.—The force may be physical or moral, or exist in a state of circumstances leaving the captain no alternative: (Arn. 4th edit. 466.)

6. When in consequence of disaster the vessel cannot safely pursue the voyage, the master is not only justified in quitting the course and seeking the most convenient and suitable port for repairs and supplies, or on account of other exigencies of the voyage, but it is his duty to seek such port:

Ph. s. 1018, *et seq.*; *Mottews* v. *Lond. Ass. Co.* 1 Atk. Ch. 545; *Petty* v. *Royal Ex. Ass. Co.* 1 Burr. 341.

But if the ship was inadequately fitted out in the first instance, departing from the voyage to repair the deficiency is a deviation:

Forshaw v. *Chabert*, 3 B. & B. 158; *Raine* v. *Bell*, 9 East, 195; *Thomas* v. *Royal Ex. Ass. Co* 1 Price, 195.

7. The ship may go out of its course, or delay to avoid disaster, to join convoy, or to gain intelligence, *ex. gr.*, as to a rumoured blockade of the port of destination. And deviation which would be justifiable under a policy against the perils of

the sea generally, is not a deviation under a policy against one or some only of such perils:

Phillips, sect. 1025.

Note.—There has been some doubt whether deviation to avoid an excepted peril is justifiable (see the cases of *O'Reilly* v. *Royal Exch. Ass. Co.*, 4 Campb. 236, and *O'Reilly* v. *Gonne*, Ib. 247), but Phillips (s. 1025) is of opinion that it is. Arnould was of a different opinion (1st edit. 407), but his view has not been adopted by his editor.

But if the voyage is given up and another entirely distinct one undertaken on account of a peril not insured against, the risk thereupon ceases.

8. The deviation must be strictly confined to the purposes of self-defence. The engagament begun in self-defence may, however, be prosecuted to capture, but if a desire be evinced to profit by the capture of prizes, and the direct course of the voyage be thus departed from, there will be a deviation:

Jelly v. *Walker*, 2 Park Ins. 630. See other cases Arn. 4th edit. 459. *Haven* v. *Holland*, 2 Mason's Rep. 230.

The Voyage.

The voyage, a deviation from which discharges the underwriter, is the sailing from one port to another with all practicable safe and convenient expedition:

Phillips, sect. 981.

The language describing the course of the voyage must be taken in its mercantile acceptation:

Phillips, sect. 979.

Any usage as to the course or mode of pursuing a voyage, or any variation from the usual manner of pursuing and conducting it, rendered necessary and authorised under the policy by the circumstances, thereupon becomes a part of the voyage to the same effect as if expressly provided for:

Phillips, sect. 981.

A voyage is commonly characterised in part by its implied or expressed object and particular limits:

Phillips, sect. 986.

The mere specification of the voyage includes the usual place and mode of putting on board and landing the cargo:

Phillips. sect. 997.

"At and from" and "to and from."

The insurance being "at and from," and "to or from" port or ports, the question of deviation is one of construction upon the particular policy.

Arn, 4th edit., 432, 433, citing *Bragg* v. *Anderson*, 4 Taunt. 229; *Lambert* v. *Liddiard*, 5 Taunt. 480; 1 Marsh Rep. 149; *Ashley* v. *Pratt*, 16 M. & W. 471; 1 Ex. Ch. 257; 17 L. J. 135. Ex.; *Harrower* v. *Hutchinson*, L. Rep. 4 Q. B. 523; 5 Q. B. 584, 589; *Brown* v. *Taylor*, 4 A. & E. 241.

A vessel or other interest being insured "at and from" a port, the assured may, by manifesting an intention while in port to adopt another destination, avoid the policy.

And if she sails from the port for another destination, the result is the same, even though the course of the voyage for some distance is similar in both cases.

Phillips, sect. 992; *Tasker* v. *Cunningham*, 1 Bligh, p. 100.

Illustrations.

Convoy—Sailing with.

It is no deviation for a ship which has once sailed with convoy, and is driven back, to sail again without convoy, whether warranted to sail with convoy or not.

Laing v. *Glover*, 5 Taunt. 49.

But convoy being lost by delay, there is a deviation.

Williams v. *Shee*, 3 Camp, 469.

CARDIFF COUNTY COURT.

Thursday, Nov. 20.

(Before J. M. Herbert, Esq., Judge.)

Wilson *v.* The Dowlais Iron Company.

Admiralty—Demurrage—Lay hours—Stipulations in charter-party.

His Honour delivered the following judgment: This is a suit in Admiralty under the County Courts Admiralty Amendment Act, upon a claim arising out of an agreement made in relation to the hire of a ship, being, in fact, a claim for demurrage in loading the plaintiff's ship *Campanil* on two several occasions. By a charter-party of the 12th May 1871, the defendant chartered the plaintiff's vessel, and it was agreed that the ship should proceed (after completion at Greenock, and having liberty to take cargoes on the way there) to Bilbao, not higher than Oliviaga, or so near thereto as she might safely get, and there load in the customary manner from the agents of the freighter a full and complete cargo of iron ore; and being so loaded should therewith proceed to Cardiff, &c. There was the following clause: "seventy-two running hours, Sundays excepted, are to be allowed the said merchants, if the ship is not sooner despatched, for loading, and to be discharged as fast as the vessel can deliver, time to commence from the time the vessel is ready to load and unload, and all hours on demurrage over and above the said lay-days, at the rate of 20s. per hour, except in case of hands striking work, or frosts, or floods, or any other unavoidable accidents preventing the loading and unloading." There was also this clause: "This charter to be in force for as many voyages as the vessel can make in two years, to commence from the date of the first cargo being unloaded." It was proved by the captain that there were several usual loading places in the Bilbao River between its mouth and the town of Bilbao, of which three are San Nicholas, Zoroso, and Oliviaga, the last being the highest up the river. The ship arrived at the port on the 1st Feb., and on the 7th the captain received orders from the merchant's agents, Messrs. Ybarra, to go to San Nicholas to take in cargo. The captain took his vessel to San Nicholas on Sunday, the 9th, and on the 10th, at 6 a.m., he was ready to take in his cargo, but he was prevented by the harbour-master from putting his vessel alongside Messrs. Ybarra's wharf, which forms part of a large quay or set of wharves by the river side where he had been accustomed to receive his cargo, but he could have taken the cargo where the vessel then was lying. The loading of the vessel was finished at 3 p.m. on the 15th, so that there was a delay of fifty-seven hours beyond the stipulated lay-hours, if the time be computed from the time when the vessel was at San Nicholas ready to load, but a delay of twenty-four hours only if the time be computed from the time when the vessel was allowed to go into berth. Upon the second occasion the vessel went light to Bilbao on the 2nd March, and on the 3rd the captain gave notice, at 11 a.m., that his vessel was ready, but that time was to count from 2 p.m. The ship was then at St. Nicholas, and the captain received orders at 1 p.m. (when he was at the town of Bilbao) to go to Zoroso. Bilbao is about three and a half miles from San Nicholas, and as the tide had begun to flow when he received his orders, and as it would take three hours for the ship to get her steam up, the captain stated that he was unable to get to Zoroso until the following tide. He therefore claimed the lay hours to commence from 2 p.m. on the 3rd, whilst the defendants contended that the time did not begin to run till he had got to Zoroso, seventeen hours later. The defendants admitted their liability for four hours on the second occasion, and for twenty-four hours on the first, and they paid £30 into court for the demurrage. Mr. Ingledew appeared for the owners, and Mr. Ensor for the merchants. The only points in dispute were—from what time, under the circumstances, was the time to run? In *Brereton* v. *Chapman* (7 Bing. 559), it was held that the lay-days allowed by a charter party for a ship's discharge are to be reckoned from the time of her arrival at the usual place of discharge, and not at the port merely, though she should for the purposes of navigation discharge some of her cargo at the entrance of the port before arriving at the usual place of discharge. But *Parker* v. *Winlow* (7 E. & B. 942) appears to me to lay down the law involved in the consideration of this case. That was an action for delay in unloading. By the charter the vessel, when loaded, was to proceed to Plymouth, not higher than Tor Point or New Passage, or so near thereto as she might safely get, and deliver the same, &c. The ship arrived in the port of Plymouth, and anchored in the Tamar on the 21st June, and the merchant ordered the ship to the Brunswick Wharf to discharge. The port of Plymouth includes the tidal estuary of the Tamar, in which, besides the harbour of Plymouth and Devonport, there are several usual landing-places, one of which is the Brunswick Wharf, below Tor Point and New Passage. In order to reach Brunswick Wharf it is necessary to cross a mud-bank in the Tamar. At the time when the order to discharge was given the tides were neap, and the vessel drew too much water to be able to pass the bank even at high water during those tides. The captain requested the merchant to send lighters to take part of the cargo out, so as to enable him to cross the bank, but they did not do so. The vessel proceeded towards the Brunswick Wharf, and grounded on the mud-bank, where she lay till the high tides, when she got to the Brunswick Wharf, and notice was given that she was there ready to discharge on the 2nd July. The plaintiff's counsel contended that the lay-days commenced on notice of the arrival of the ship in the Tamar on the 22nd June, in which case there were nine days' demurrage. The court decided against the claim. Crompton, J., in his judgment, says: "I think that the lay-days commenced just as they would have done if the charter-party had expressed from the first that the vessel was to proceed to Brunswick Wharf, or so near thereto as she could safely get. The ship is to go to Plymouth, a tidal harbour. For the security of the shipowners two points are named, and the vessel is not to be required to go higher than those; but below those points she is to go to some discharging place. I take it that place is to be selected by those who are to discharge her, with this restriction in their choice—that it is to be one of the regular usual discharging places in the port. I do not think that the freighters could require the ship to go to some discharging place not in the regular course of navigation, and only accessible at rare intervals. Then it appears that Brunswick Wharf is a regular place, and is selected, and the ship is to go there. It is a tidal harbour, and in all tidal harbours a ship is liable to be delayed by the state of the tide. If such a misfortune happens it is in the regular course of navigation. The ship here, when she lay on the mud-bank, was not as near to Brunswick Wharf as she could safely get, and that the event shows; for in the ordinary and regular course of navigation she might and did safely get to Brunswick Wharf, and then discharge her cargo." Now the charter-party in the above case is on all fours with the charter-party before me. The ship was therefore bound to go to San Nicholas on the first voyage, and to Zoroso on the second voyage, and the lay-hours would not commence until the ship had arrived at those places respectively, and was ready to receive cargo. Now, I think it clear that she had performed her duty on the first occasion when she had arrived at San Nicholas, though she was prevented by the harbour master from coming into the loading berth of Messrs. Ybarra. In *Brown* v. *Johnson* (10 M. & W. 331) the ship was ordered to Hull, and the usual place of discharge was the dock; and it was held that the lay-days commenced from the time of the vessel's coming into dock, though she could not get to a place of unloading until two days after, owing to the full state of the docks. This case has been followed by other cases, and the last reported case which I can find (and which is the more closely applicable, as it is for demurrage in loading) is *Tapscott* v. *Balfour* (L. Rep. 8, C. P. 46). In that case it was stipulated that the ship should proceed to any Liverpool or Birkenhead dock as ordered by the freighter, and there load in the customary manner a cargo of coals. The ship was ordered into the Wellington Dock, where coals are most usually loaded from tips, of which there are only two, and by the dock regulations no coal agent is permitted to have more than three vessels in the dock at a time. The plaintiff's ship was ready to go int the dock on the 3rd July, but was not allowed to enter, because the coal agents employed by the defendants had three ships already in the dock, and two others in turn to get in. She got into dock on the 11th July, but could not get under the tips for some time owing to the number of vessels in turn to go under before her. It was held that the lay-days did not commenee when the ship was ready to enter the dock, as contended by the plaintiffs, nor at the time when she got under the tips, as contended by the defendents, but at the time when she got into dock. From this case I think it follows that the plaintiff's ship was ready, under the terms of this charter, when she was at San Nicholas, the appointed loading place, and that the merchant was answerable for, or rather not excused by, the refusal of the harbour master to allow the ship to go to the particular wharf or part of the wharf where the Messrs. Ybarra usually load their cargoes. With respect to the second voyage, the case of *Parker* v. *Winlow* appears to me to show conclusively that the shipowner must answer for his inability to go up to Zoroso sooner, by reason of the state of the tide. I consider that he received his orders to go there in a reasonable time after the freighter knew that his ship was ready. I will therefore give the plaintiffs a decree for £61, that is, for fifty-seven hours on the first voyage, and for four hours on the second.

MERCANTILE LAW.

NOTES OF NEW DECISIONS.

Marine Insurance—Insurable Interest—Open Policy—Right of Consignees to insure.—The plaintiffs, who are cotton brokers and agents in London, were, in the course of their business, in the habit of receiving consignments of cotton from Bell and Co., of Bombay, and other correspondents abroad, the plaintiffs making advances by acceptances against the consignments. The bills of exchange were usually negotiated in India, and sent to the plaintiffs with the bills of lading attached, who accepted the same against delivery of the shipping documents. The plaintiffs usually insured the cotton thus consigned to them from Bombay with the defendants, by means of an open floating policy for £5000 on cotton, lost or not lost, from Bombay to London, in ship or ships, and the insurances were expressed to be made "as well in their own names as for and in the name or names of all and every person and persons to whom the same doth, may, and shall appertain in part or in all." Bell and Co., having advised the plaintiffs of a shipment of cotton, drew upon the plaintiffs for £3000, at six month's sight, at the same time requesting the plaintiffs to insure the cotton. The bill of exchange was negotiated by a bank in India, and the plaintiffs accepted it on its arrival in London against the delivery of the shipping documents. The plain-

tiffs having two open policies then running with the defendants, declared the cotton against them, and at the same time wrote the London branch of the bank offering "to hold the amount insured at their disposal until payment of the acceptance for £3000." The vessel in which the cotton was shipped having been lost at sea, the plaintiffs paid the bill of exchange for £23090, obtained possession of the bill of lading, and demanded the policy moneys from the defendants. Payment being refused, the plaintiffs brought an action on the policies, averring that the plaintiffs, or some or one of them, were or was interested in the goods to the full amount claimed, and that the insurances were made for the use and benefit and on account of the person or persons so interested. Held (per Bovill, C.J., and Denman, J.), that the plaintiffs had an equitable interest in every part of the cotton, they being liable upon their acceptance, and that the plaintiffs had such an interest in selling and managing the consignment as in law entitled them to insure; and also that as the plaintiffs intended to cover the interests of all parties interested in the cotton, they might recover the full amount under a declaration averring interest in themselves, applying the proceeds to the extent of their claims, and holding the remainder as trustees for the other persons beneficially interested. Held (per Keating and Brett, JJ.), that the plaintiffs having made advances on goods *in transitu*, had only a contract right in the cotton to have the bill of lading endorsed to them on payment of their acceptance, and that they, as consignees, though they were interested in every part, were not the legal owners, nor the trustees for the persons beneficially interested, and could not therefore, recover more than their own beneficial interest: (*Ebsworth and others* v. *The Alliance Marine Insurance Company*, 29 L. T. Rep. N. S. 479. C. P.).

BROKER—MATERIAL ALTERATION—WHETHER BROKER MAY TREAT HIMSELF AS PRINCIPAL—MOLLETT *v.* ROBINSON.—In the absence of evidence of custom otherwise, a broker may not treat himself as principal, and sue his employer as for goods bargained and sold. The plaintiffs as brokers, bought for the defendant upon the 6th Jan. five tons of india-rubber, at 2s. 11½d. per lb., and sent them a bought-note in which the india-rubber was set out as deliverable "during the month of January." A corresponding sold note was sent to the sellers, at whose instance the plaintiffs struck out "during the month of January," and wrote "forthwith," but did not communicate the alteration to the defendant. On the 7th Jan., the defendant decided to throw up the contract, and sent an order to the plaintiffs to sell at 3s. The plaintiffs could only sell at 2s. 10d., and having paid the sellers at the rate of 2s. 11½d., sued the defendant for the difference. The plaintiffs having been nonsuited, Held that the alteration was material: that the plaintiffs could not treat themselves as principals, and recover for goods bargained and sold; and that the alteration being material the plaintiffs had paid to the sellers what the defendant was not bound to pay, and consequently could not recover for money paid to the defendant's use. A prior contract (at the same price) having been made by the plaintiffs with other sellers, and cancelled at the instance of such sellers, Held, per Brett, J., that in making such prior contract, the plaintiffs had exhausted their authority, and had no power to make another: (*White and another* v. *Benekendorff*, 29 L. T. Rep. N. S. 475. C. P.).

REAL PROPERTY AND CONVEYANCING.

NOTES OF NEW DECISIONS.

CHARITY—TRUST TO PRESENT TO LIVING—SPRINGING USE—FAILURE TO PRESENT—OLD DECREE—COMMON RECOVERY.—In 1723 five advowsons were settled by deed, giving them to certain persons successively in tail male, upon the "express condition or limitation" that upon a vacancy the person entitled to present should nominate and present a Fellow of St. John's, and on failure so to nominate and present, that the advowsons and right of presentation should be to the use, benefit, and behoof of the Master and Senior Fellows of the college. In 1754 Lord Hardwicke made a decree by which, treating the settlement as a "trust or benefaction," he held that the presentation of a certain class of Fellows called Platt Fellows, instead of Incorporated Fellows, or Fellows on the ancient foundation, was void. In 1802 the then patron suffered a recovery. Fellows of St. John's continued to be presented till 1871 to one of the livings, but then Lord E., the then patron, failed to present, and the bishop presented by reason of lapse. Held, that the settlement created a charitable trust; that the recovery could not operate so as to destroy the conditions upon which presentations were to be made, but simply as a change of trustees; That Lord Hardwicke's decree was binding on the court; that upon failure of Lord E. to present, the college could say that they had lost the right to present one of their fellows, and that the gift over took effect so as to vest the living in the college: (*St. John's College, Cambridge*, v. *Earl of Eppingham*, 29 L. T. Rep. N. S. 447. M. R.)

FOREIGN STATE—PROPER PLAINTIFF—DEMURRER.—The minister of a foreign state does not represent his sovereign for the purpose of suing in this country in his own name in respect of his sovereign's property: (*Baron Penedo* v. *Johnson*, 29 L. T. Rep. N. S. 452. V.C. M.)

WILL—CONSTRUCTION—"SUMS OF MONEY DUE TO ME"—UNLIQUIDATED DAMAGES.—Bequest by a testator of "all sums of money due to him at the time of his decease." At the death of the testator, A. was under an unascertained liability to him for breach of a covenant in a lease. Held, that the damages recovered in an action brought by the executor against A. for the breach passed under the above bequest, as the action merely ascertained the amount of what was due to the testator at his death: (*Bide* v. *Harrison*, 29 L. T. Rep. N. S. 451. V.C. M.)

WILL—INTENTION TO EXCLUDE FROM RESIDUARY DEVISE.—The wife of A., being entitled in fee, devised to him the B. property. A., under a wrong impression that his wife had no power of testamentary disposition, made his will containing this clause: "And I am wishful here to observe that my son R., as heir-at-law of his mother, will inherit the B. property, and is therefore further provided for." A. then devised his residuary estate to other persons. Held, following *Circuitt* v. *Perry* (23 Beav. 277; 28 L. T. Rep. O. S. 115), that A. had died intestate as to the B. property, notwithstanding the residuary devise: (*Hawks* v. *Longridge*, 29 L. T. Rep. N. S. 449. V.C. M.)

WILL—ILLITERATE PERSON—INDEFINITE ESTATE—CHARGE OF GROSS SUM.—A testator who died in 1806, by his will gave two freehold houses to one of his sons without any words of limitation, subject to legacies and annuities, with a gift over, in case of alienation or death without issue, to his brothers and sisters, nomination also subject to the legacies and annuities, and with a direction to pay sums of 4*l.* to each of certain grandchildren as they attained twenty-three. Held, that on James's death without issue, and without barring any estate tail he might have had, the brothers and sisters took as joint tenants, and as the gift was coupled with a direction to pay several gross sums, their estates would in a case coming under the old law, be enlarged to a fee simple: (*Wilkinson* v. *Wilkinson*, 29 L. T. Rep. N. S. 416. M.R.).

STATUTE OF LIMITATIONS—POSSESSION UNDER INVALID WILL—RIGHT AGAINST OTHER DEVISEES—ESTOPPEL.—The Statute of Limitations cannot give a person who has entered into a life estate under an invalid will, a right against other divisees of the will. A testator devised lands, of which he was seised only as tenant by courtesy, to his daughter for life, remainder to her son, subject to legacies to the testator's heir and others. The daughter entered under the will, paid the legacies, and continued in possession for more than twenty years. She afterwards conveyed the premises in fee to the defendant. Plaintiff, who had acquired the interest of the remainderman under the will, brought ejectment. Held, that the defendant was estopped from disputing the plaintiff's claim under the will: (*Board* v. *Board*, 29 L. T. Rep. N. S. 459. Q. B.)

DEED OF GIFT—POWER OF SALE—ALTERATION OF USUFRUCT BEFORE SALE.—By a deed of gift in May 1827, a widow gave to her son C., to take effect as an immediate gift, the enjoyment and usufruct of lands in Montreal, for his life, and after his death to his legitimate children; in case of his death without children, to his brothers and sisters, or any of them, during their lives; and if at C.'s death his brothers and sisters should be dead, the property should belong to their legitimate children *per stirpes* (*par souches*). Power was given to the donee to sell the property for a rentcharge, if it should be judged by experts to be advantageous to the succession. C. died childless in 1861, having survived all his brothers and sisters. Two brothers, J. and B., left children. B. died before the deed of gift of 1827. In 1844, C. desiring to exercise his power of sale, filed a petition in the court of Queen's Bench, Canada, stating his desire, and praying the court to nominate a council of the family to appoint a tutor to represent the substitutes, and to act with C. in nominating experts to certify as to the advantage of sale. The tutor appointed having refused to nominate an expert, C. brought a suit against him to compel him to do so. The court compelled the nomination of experts, who reported to the court in favour of a sale; and the court ultimately declared C.'s right to exercise the power of sale "*en observant les formalités requises.*" This judgment was affirmed on appeal, after a long delay, in 1857. It was then thought that a sale in lots would be an advantage, and C., on the tutor's opposition to such sale, petitioned the court to appoint an expert for the tutor to value the property for such sale. The experts duly reported their valuation to the court, but no further proceeding, prior to the sale, was taken in the suit. Pending these proceedings, in April 1857, C. sold his life interest in the usufruct to L., who was subrogated in all C.'s rights, under the deed of gift and the judgment of the courts. In Sept. 1857, C. sold the *corpus* of the property. Held (reversing judgments of the Court of Queen's Bench, Lower Canada); First, that the execution of the power of sale by C. was not, in the absence of fraud, invalidated by C.'s previous alienation of the usufruct and the subrogation of his rights in another. Secondly, that judicial sanction was not necessary to the exercise of the power of sale; and that the clause "*en observant les formalités requises*," was directory only of the formalities imposed by the deed, and did not make necessary the formalities required on judicial sales. Thirdly, that the tutor's participation in the sale was not essential to its validity. Fourthly, that on the terms of the deed of gift, all the grandchildren of the donor, including the children of B., were entitled to share *per stirpes*: (*Sutere* v. *Beaudry*, 29 L. T. Rep. N. S. 410. Priv. Co.).

WILL—CONSTRUCTION—GIFT OVER—PERIOD OF VESTING—PRIOR LIFE INTEREST.—A testator bequeathed his residuary personal estate to trustees, upon trust to pay the income to his wife for life; and after her decease upon trust (in the events which happened) to pay the income to his daughter (naming her) for life; with a gift over in the event of her death without issue to his two sons (naming them); with a gift over in the event of both his sons dying without issue to Mary H.; with an ultimate gift over in case Mary H. should die without leaving any issue living at the time of her decease. The testator's widow died in 1823. His two sons survived her, and died without issue in the lifetime of his daughter, who died without issue in 1866. Mary H. survived the daughter, and died without issue in 1872: Held (reversing the decision of Malins, V.C.), that the representatives of Mary H. were entitled to the fund, as she did not die without issue in the lifetime of the tenant for life: *Edwards* v. *Edwards* (15 Beav. 357), approved and followed. (*Re Heathcote's Trusts*, 29 L. T. Rep. N. S. 445. Chan.)

COMPANY LAW

NOTES OF NEW DECISIONS.

VOLUNTARY WINDING-UP—PRACTICE.—Three petitions having been presented, summonses to appoint provisional liquidators were adjourned in order to give time to the company to hold a meeting, at which it was resolved to wind-up voluntarily, and two liquidators were appointed. At a subsequent meeting these resolutions were confirmed. Held that the appointment was valid. One order was made on the three petitions, the first of which was for a compulsory winding-up, and the others for an order, directing the winding-up to be continued under supervision, and the carriage of the order was given to a petitioner, whose petition had been presented before, though advertised after one of the other two. *Semble*, that the secretary of a company is a proper person to act as liquidator: (*Re London and Australian Agency Corporation*, 29 L. T. Rep. N. S. 417. M. R.)

RAILWAY—LIABILITY—REDUCED RATE OF CARRIAGE—WILFUL MISCONDUCT.—Plaintiff consigned goods by the defendants' railway at a reduced rate, below the ordinary rate, upon an undertaking to relieve the defendants from all liability in case of damage or delay, except upon proof that such loss, detention, or injury, arose from wilful misconduct on the part of the defendants' servants. It was proved that the goods were placed in a truck to be attached to a train passing the station late at night. That train brought some cattle to the station, and the defendants' servants, in order to prevent the cattle from being kept in their trucks till the next day, drove them into a yard, from which they strayed upon the railway, and upset the train, thereby injuring the plaintiff's goods. Held, in an action for this injury, that the contract was reasonable; and that the facts proved did not constitute evidence for a jury of defendants' liability: (*Glenister* v. *The Great Western Railway Company*, 29 L. T. Rep. N. S. 423. Q. B.)

RAILWAY—LIABILITY FOR ACCIDENT TO A PASSENGER ON LINE OVER WHICH IT HAS RUNNING POWERS.—Under the statutory powers of an Act of Parliament the L. and N. W. Railway Company ran passenger trains over a certain portion of the defendants' line of railway, paying to the defendants therefor a certain fixed mileage rate. The times of the passing of these trains over the defendants' line were regulated by the defendants,

and the signals, at the point of junction between the two lines of railway, were under their control and management. In consequence of the driver of a L. and N. W. train negligently disobeying the signal duly given to him by the defendants' servants, such train, whilst running under the above-mentioned powers, and without any negligence on the part of any of the defendants' servants, came into collision, on the above-mentioned portion of the defendants' line, with a train of the defendants, in which the plaintiff was travelling as a passenger under a contract with the defendants, and caused the injury to him for which this action was brought; and it was held by the court (Bramwell, Cleasby, and Pollock, BB.) that the action was not maintainable against the defendants, inasmuch as the L. and N. W. R. Company's servants, through whose negligence alone the collision occurred, were not concerned in the carrying of the plaintiff, and were not either in the employment or under the control of the defendants, who consequently were not liable for the injuries resulting from such collision. *The Great Western Railway Company* v. *Blake* (in error) (7 L. T. Rep. N. S. 94; 7 H. & N. 987; 31 L. J. 346, Ex.); and *Thomas* v. *The Rhymney Railway Company* (L. Rep. 5 Q. B. 226; 39 L. J. 741, Q. B.; 22 L. T. Rep. N. S. 297); s.c. in error (L. Rep. 6 Q. B. 296: 40 L. J. 89, Q. B.; 24 L. T. Rep. N. S. 145) discussed and distinguished: (*Wright* v. *The Midland Railway Company*, 20 L. T. Rep. N. S. 436. Ex.)

COUNTY COURTS.

SWANSEA COUNTY COURT.

REES *v.* THOMAS.

Charter-party—Demurrage—Civil commotion in foreign State.

His Honour (Judge FALCONER) said—In this case a charter-party was made between David Rees, the owner of *The Village Belle*, of 320 tons, and W. H. Thomas, an agent for merchants. The vessel was to proceed to Bilboa, and to load in customary manner from the agent of the freighter a complete cargo of iron ore, in bulk, to be brought alongside, at merchants' expense; and, being loaded to proceed to Llanelly, with an option of one out of three voyages to Swansea. There were to be eight working days allowed to load at Bilbao, and to be discharged in regular turn and in the customary manner, with all such despatch as the usage of the port will permit. "All accidents or causes occurring beyond the control of the shippers or affreighters which might prevent or delay her loading or discharging, including civil commotions, strikes of any pitmen or workmen, riots, frosts, floods, stoppage of trains, accidents to machinery, &c., always excepted. Demurrage, 4d. per register ton per day." The charter being concluded on the behalf of others, it was agreed that all liability of agents signing in every respect, and as to all matters and things as well before as after, the shipping of the said cargo, shall cease so soon as the cargo is shipped. The charter was to remain in force for three consecutive voyages. Mr. David Rees, the plaintiff, and shipowner of *The Village Belle*, produced the charter-party. He claims the stipulated demurrage of 4d. per ton on 199 tons, for thirty-nine days, which amounts to £129 7s. After reciting the evidence, his Honour continued: Mr. Strick stated that his client (the defendant) could not have chartered the vessel unless he had protected himself from the probable effect of civil commotions in Spain. Of the necessity of such a course there can be no doubt. In countries where educated men have influenced the multitude, and society is protected by legal equality—the only equality which in this world can be perpetuated or even exist—there is necessarily continued security. Contracts can be made and entered into in such contries without any reference to any expectation of the disturbance of the ordinary business of life. In Spain, however, revolution succeeds revolution, general after general, ecclesiastic after ecclesiastic, stimulate to frequent civil strife, the desperate passions of an ignorant population. Against the effects of such events even private contracts require the protection of exceptional conditions. But in the expression of the terms of such exceptional conditions, such as "civil commotions," charter-parties are defective in not expressing what shall be received as sufficient evidence of the facts connected with such conditions. What, for example, shall be sufficient evidence of a "civil commotion?" A claim for demurrage may relate to £50 or £100, and the claim, if contested, though perfectly just, may involve the expenditure of a very large sum of money to sustain it, and an equally large expenditure to oppose it if it be unjust. A "civil commotion" means much more than a civil riot. It means attacks by force on the authority of the Government through measures which disturb the ordinary trade or business of a locality. The occurrence of such an event, from its publicity and importance, it may have been assumed, would not be disputed. But suppose it is disputed, see what expense may be incurred! Witnesses must be brought from a great distance, and as the knowledge of each witness can extend only over a limited space of ground, many witnesses must be summoned. At one end of a disturbed district all may appear to be peace; at another place there may appear the activity of business, and yet they may be only hasty efforts to preserve what may be threatened with destruction; and in another locality the beasts of burden which may usually be employed to supply a port or city with its common articles of trade may be driven off. The bolt of war may fall on one place, and the noise of its explosion may shake the whole district. One witness might relate little, and even several might appear to contradict each other when no just ground of disagreement existed. In the case of *The San Ransom* (28 L. J. 381 (1873), P. C.), where a ship had been delayed by its captain at Valparaiso, under the apprehension of being captured, the evidence seems to have included reports respecting the movements of a vessel of war, and newspaper reports, which might have been correct or incorrect, and the advice of a consul not to sail. The evidence of the most justly apprehended danger must be imperfect. But surely there would be no difficulty to provide in charter-parties that those who are the parties to them shall be bound by local official statements of fact relating to causes of delay, matters of regular turn in loading, or such other facts as are connected with what are usually called "exceptional clauses." This could be especially done when the evidence relates to events of a public character. Commissions to examine witnesses abroad are the source of a great money outlay, and the testimony of witnesses brought from abroad is frequently enormously expensive. It is thus that the great difficulty in this case arises. What is sufficient evidence of "civil commotions" disturbing the trade of a port? The plaintiff, through his agents, may know what occurred. He should, as a just man, disclose it. He may be ignorant, and it is the duty of the defendant to excuse the non-performance of his contract. The seamen on board the *Village Belle* can tell us little. Their knowledge is limited to the business of their own vessel, and to what they can imperfectly observe from its deck. Neither the master, mate, nor seamen could relate what is passing on the not distant mountains which may interfere with the trade they are engaged in. John Jones, the mate of the *Village Belle*, says: "There were 400 to 500 vessels there; there were lots arrived after us." "Did they get away before you?"—"Yes, one; she loaded before us." Surely such an accumulation of ships at the end of February and in March, and down to near the end of April is strong evidence of great disturbance of the trade, caused by these political events mentioned by the witnesses. The ship *Daniel* was at Bilbao in February, but the master was not able to get away till April, though it was early in April. The payment to him of demurrage is of no importance, as his delay might not have been excused by any exception contained in the charter-party. The ship *Campanile* was a steamer, and it is admitted that a preference is given to the loading of steamers; perhaps, even "regular turn" might permit such a preference. The evidence of Mr. Warburton and of Vice-Consul Tutor proves a state of commotion and disturbance, extending from February to April—that is, to the time of the departure of the *Village Belle*. How, in such a state of affairs, could there be order or regularity in the transaction of business? Some merchants of San Nicholas, or persons having private wharves, or who were placed in favourable positions on the river, from the first loading-place on the river Nervon to Bilbao, may have loaded vessels. "All accidents and causes occurring beyond the control of the affreighters, preventing or delaying loading," are specified in the exceptional clause as well as "civil commotions." Is there not sufficient evidence of general commotion and disturbance of the trade delaying the loading of vessels? The case of *Tendvilsden* v. *Hardcastle*, heard by me at Cardiff so far back as the year 1857 has been cited. That case, in principle, has been sustained by several decisions of the superior courts: (*Adams* v. *R. Mail*, S. P. Com., 32 L. J. 92.) The charter-party in that case provided that the freighters should not be held to be liable for any delay in loading caused by frosts, floods, strikes of workmen, or accidents. I held that a strike at a particular colliery was no defence to the action, the general market for the purchase of coal not being affected by the strike. The strike at a particular pit did not prevent the obtaining of coal in the ordinary course of the coal trade, and it is now usual to meet such a case by a special provision in charter-parties referring to the particular pit or pits from which it is intended to procure coal. If, however, vessels are laden in a port during the general disturbance of trade from some general cause, or during civil commotions of lading, such cases are exceptional. The excusing cause is to be a general disturbance in the business of the port. The inference I draw is that there was a prevalent general cause of delay, arising from circumstances named in the exceptional clause existing up to the time the ship was laden, as well as at the time of her arrival. There were clearly disturbances in those districts from which the customary supply of ore at the port of Bilbao came, and the disturbance was not a mere local riot, which could be suppressed by the ordinary civil power of the town, and this also was shown by the preparations made for the defence of Bilbao—the breaking up of the railway, &c. *Verdict for defendant.*

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

THE BANKRUPTCY RULES 1870, R. 292—LIQUIDATION — NO RESOLUTION — BANKRUPTCY — COSTS OF LIQUIDATION—PRACTICE.—A debtor filed a petition for liquidation of his affairs by arrangement, but no resolution was come to by the creditors. The debtor was subsequently adjudicated bankrupt. Held, upon appeal, that the costs of the liquidation proceedings must, in the absence of proof that the debtor had acted from corrupt or improper motives, be paid out of the estate, pursuant to the 292nd Bankruptcy Rules 1870: (*Ex parte Jeffery*; *re Hawes*, 29 L. T. Rep. N. S. 433. Bank.)

VENDOR AND PURCHASER — LIQUIDATION — STOPPAGE IN TRANSITU—RIGHT OF VENDOR TO.—A., a merchant in Liverpool, bought certain winches of yarn of B., in London, of C., who acted as broker for both parties, "to be taken immediately from the wharf in London and paid for by the buyers' acceptance at four months." B. sent an invoice of the goods to A., inclosing a bill of exchange for his acceptance, and on the same day C., acting as agent for A., directed the goods to be forwarded by rail to Liverpool. Upon their arrival there the railway company sent A. the usual advice note that the goods "remained there to his order and were then held by the company, not as carriers, but as warehousemen." A. did not accept the bill of exchange, but filed a petition for liquidation. B. having claimed the right of stoppage in *transitu* as against the trustee under A.'s liquidation: (*Ex parte Catling*; *re Chadwick*, 29 L. T. Rep. N. S. 431. Bank.)

BILL OF SALE—BANKRUPTCY OF ADMINISTRATRIX—ASSUMPTION OF ABSOLUTE OWNERSHIP.—A., a trader, died in Oct. 1870, intestate, being indebted to the plaintiffs, to whom he had given a bill of sale, which was not registered. Administration was granted to his widow on the 14th Nov. 1870, who continued the business, remaining in possession of the chattels assigned by the bill of sale, and became bankrupt on the 13th Jan. 1872. On the 30th Jan. 1872, the plaintiffs filed a plaint in the County Court for the administration of A.'s personal estate. Held, that the title of the plaintiffs to the chattels could not prevail against that of the trustee in bankruptcy (1), because they had not taken possession under their unregistered bill of sale; (2), because (independently of that) they had allowed the administratrix to continue in possession for more than twelve months, during which time she had dismissed the character of administratrix, and assumed that of absolute owner of the chattels: (*Kitchen* v. *Ibbetson*, 29 L. T. Rep. N. S. 450. V.C. M.)

PARTNERSHIP—BUSINESS CARRIED ON BY SURVIVING PARTNER — SUBSEQUENT BANKRUPTCY.—A deed of partnership between a father and his son provided that in the event of the death of the father (to whom all the capital belonged, the son having only a share in the profits), the partnership should be dissolved, and the son's share in the profits should thenceforth belong to the father's personal representatives, or to such person as he should by his will appoint. By his will the father authorised the trustees to delay for two years the sale and conversion of such part of his estate as might at his death be employed in the partnership business, and in the meantime to make arrangements with the son for carrying on the business, and he appointed the son one of his executors. The son alone proved the will, and took possession of the estate, and continued to carry on the business for over a year after his father's death, and he then filed a petition for liquidation. The trustee in the liquidation sold the stock in trade, which consisted partly of goods which existed at the death of the father, and partly of goods since purchased by the son: Held, that the moneys arising from the sale of those parts of the stock in trade which existed at the death of the father were divisible amongst the joint creditors of the father and son, and that the moneys arising from the sale of those parts of the stock in trade which were purchased by the son since the death of the father were divisible amongst the separate creditors of the son; (*Ex parte Morley*; *re White*, 29 L. T. Rep. N. S. 442. Chan.)

BRADFORD COUNTY COURT.

Oct. 10, 29, *and Nov.* 25.

(Before W. T. S. DANIEL, Q.C., Judge.)

Ex parte DICKIN; *Re* JOWETT.

Sale by trader debtor for value—No transfer—Secret reservation—Subsequent creditors.

The purchase of the goods of a trader not indebted though for value, is void against subsequent creditors, if it be kept secret, and the trader be allowed to remain in possession without visible change in the actual ownership, and there be a secret trust for the benefit of the trader, to take effect in the event of his insolvency.

Notoriety is essential to perfect a purchase for value when the possession is not changed. (*See* Latimer *v.* Batson, 4 *B.& C.* 652; Kidd *v.* Rawlinson, 1 *B. & P.* 59.)

Watson (*Watson* and *Dickson*), Bradford, for the motion.

Killick (*Wood* and *Killick*, Bradford), for the respondent.

HIS HONOUR.—This is a motion by Henry Dickin, the trustee under the bankruptcy of Joseph Jowett, that John Johnson Broadbent, of Bradford, worsted spinner, may be ordered to deliver to the trustee certain household furniture and effects, referred to in the notice of motion, or pay to the trustee the sum of £480, the value of the said household furniture and effects of the bankrupt, and in his order and disposition. And that Broadbent may pay the costs of the application, or that such order may be made as to the court shall seem reasonable in the premises. The facts as established by the evidence are these: For some time previously, and up to the 27th Aug. 1867, the bankrupt carried on business in Bradford as a worsted top maker, at a mill called Osborne Mill, and he resided with his wife and children at Thorpe House, Idle, in the parish of Calverley, which he occupied, with some land attached, as tenant to Mr. Edmondson. In the month of Aug. 1867, the bankrupt found himself unable to pay his debts in full, and resolved to execute a creditors' deed under the Bankruptcy Act 1861. In contemplation of his insolvency, he, on the 12th Aug. 1867, procured an inventory and valuation to be made of his household furniture and effects (including the live and dead stock in the land and premises at Thorpe House) by Messrs. Hardwick, Best and Young, of Bradford, who valued the same at £516 13s. Messrs. Wood and Killick acted as the bankrupt's solicitors in the arrangements with his creditors, and on the 27th Aug. 1867, an assignment (in the usual form) of the bankrupt's estate and effects was executed by the bankrupt to two of his creditors, James Rhodes and Benjamin Read, as trustees for themselves and the rest of the bankrupt's creditors. And at the same time the bankrupt signed a memorandum in the following terms, indorsed on the inventory and valuation: "I acknowledge that I have this day handed over possession of the within mentioned articles to Messrs. James Rhodes and Benjamin Read, and I hold possession thereof on their behalf, and at their disposal, 27th Aug. 1867, Joseph Jowett." This memorandum was signed by the bankrupt in order to satisfy the requirements of sub-sect. 7, of sect. 192 of the Bankruptcy Act 1861. No other possession was given to or taken by the trustees. On the 29th Aug. 1867, the following memorandum of agreement was indorsed on the same inventory and valuation, namely, "Memorandum.—That Messrs. James Rhodes and Benjamin Read, the assignees of Mr. Joseph Jowett, agree to sell to Mr. John Johnson Broadbent, who agrees to purchase of them all the articles included in this valuation, and all other property and effects at Idle belonging to Mr. Jowett, including the interest and benefit of the farm at Idle, held under Mr. Edmondson for £480, to be paid as soon as the assignees require it after the registration of the deed, dated 29th Aug. 1867. Signed James Rhodes, Benjamin Read, Jno. J. Broadbent." Best and Co.'s valuation was £516 13s., and did not include the interest in this farm; why the sale was for less does not appear. Subsequently, but previously to the 13th Sept. 1867, the deed was executed by the requisite majorities in number and value of the bankrupt's creditors, such execution being attested by Mr. Killick or his clerk, and therefore, I presume, procured by them on behalf of the bankrupt and his trustees, for whom they also acted. On the 18th Sept. the deed was duly registered in the London Court of Bankruptcy, and it must be presumed that the bankrupt's estate and effects have been duly administered and the proceeds distributed among those who were his creditors at the date of the deed, and their claims duly satisfied. The £480 was handed by Mr. Broadbent to Mr. Killick on 29th Oct., and on 1st Nov. 1867 was paid by him to Mr. James Rhodes, one of the assignees, and a receipt given in the following form: "Jowett's assignment.—Received from Messrs. Wood and Killick £480, paid them by Mr. J. J. Broadbent. Signed, James Rhodes, assignee." It appears that the £480 was not the money of Broadbent, but was the money of Mr. Joseph Craven, who was the brother of the bankrupt's wife. Mr. Craven has recently died, but has not been examined under this proceeding nor made any affidavit in the matter. Broadbent, in his examination before the registrar on the 13th Dec. 1872, states that he has no interest in the £480, or the furniture and effects, and that his name has been used simply to give effect to Mr. Craven's arrangements. By payment of the £480 on the 1st Nov., it would appear that Craven had through Broadbent as his trustee, became the purchaser for value from the trustees of the property mentioned in the memorandum of the 29th Aug. 1867, and as between him and the bankrupt, the legal right to the property was in Broadbent, and the equitable ownership was in Craven. The effect of the arrangement necessarily was, and I presume was intended to be, that as regarded the bankrupt's position at Idle, and the property and effects at Thorpe House, and the farm, there was, and should be, no visible change whatever. He had been the real owner up to the execution of the deed of the 27th Sept. 1867, and by means of the arrangements made by Broadbent and Craven with the trustees, remaining a secret as they did, he was enabled to continue, and did continue to appear to all his friends and neighbours, and those who had dealings with him, and even those who might know of his insolvency, as the real owner still. And if any person with whom the bankrupt might continue to have dealings in the way of business had been informed that his furniture and effects and property at Idle had been bought by Mr. Craven from the trustees, such person being informed also or knowing that Mr. Craven was his wife's brother, might reasonably have concluded from the fact that there was no outward change in the bankrupt's position, that the purchase had been made under some family arrangement for the bankrupt's benefit, and that he continued the real, as he was permitted to be the apparent, owner. It appears, however, that this was not Mr. Craven's real intention. He intended, as I infer from what took place, that in the event of a subsequent insolvency of the bankrupt, whenever that might happen, he (Craven) should, through the instrumentality of Broadbent as his trustee, be enabled at any moment to assert and give effect to his real ownership, and have it in his power to place the property beyond the reach of the bankrupt's creditors, and apply it according to his discretion for the benefit of the bankrupt in providing, or helping to provide, a home for his wife and children. What was done to secure Craven's interest was this: At first it appears to have been suggested, at least I so infer from the evidence, that the £480 should be treated as a loan by Craven to the bankrupt, and the purchase as really made for him, and that he should give a bill of sale of the property as a security for the loan, and pay interest at five per cent.; but this suggestion was not adopted, under the advice of Mr. Killick, who advised Mr. Broadbent that, as the ownership of the property was already vested in Mr. Craven, all that was required would be a document defining the interest which the bankrupt was intended to have in it. Such a document was accordingly prepared by Mr. Killick, his firm acting in the matter on behalf of all parties, Craven, Broadbent, and the bankrupt, and such document is indorsed on the valuation and inventory, and is as follows: "Memorandum, that Mr. John Johnson Broadbent, being the absolute owner of the articles and things mentioned in this inventory and valuation, it is hereby agreed between him and Mr. Joseph Jowett, as follows—Mr. Jowett shall be at liberty to keep, use, and enjoy, but not to sell or dispose of, the said articles and things, subject to the stipulations of this memorandum, for so long as Mr. Broadbent thinks fit, except as regards the live stock and consumable stores, which Mr. Jowett may sell and dispose of. Mr. Jowett shall keep and maintain the articles and things in good and sufficient repair, order, and condition, and insured from loss by fire, in Mr. Broadbent's name, for £480 at least. Mr. Jowett shall pay Mr. Broadbent a rent of £24 yearly, by half-yearly payments, beginning the first day of May next, for the use of these articles and things. Mr. Broadbent shall be at liberty at any time, upon giving to Mr. Jowett, or leaving at his residence, a weekly notice of his intention so to do, to enter upon any place where the said articles and things, or any of them, may be, and to take possession thereof, and may also take possession, in manner aforesaid, without any such notice, if Mr. Jowett fail to punctually pay the said rent when due, become bankrupt or insolvent, or make an assignment or composition with his creditors, and for the purpose of taking possession Mr. Broadbent may employ any person or persons as assistants, and break open any doors, external or internal, or take any other steps that he may think necessary. Witness their hands, the twenty-seventh day of December, 1867, Signed, Joseph Jowett." It is not signed by Broadbent. From the affidavit of Mr. Killick, before referred to, it appears that this document had been prepared on the 16th Nov., and was signed by the bankrupt on the 27th Dec., in consequence of a letter written to him on the 26th, by Mr. Killick's firm, to this effect: "Mr. Broadbent seems annoyed at your not calling to sign the memorandum. Please do so at once." I have already observed that I inferred that the real transaction, as intended by the parties themselves, was a loan by Craven to the bankrupt of £480, to enable the purchase to be made for his benefit, and for which he was to pay Craven interest at 5 per cent., and give a bill of sale as security; and I look upon the agreement as prepared by Mr. Killick as an effort of skill and ingenuity to protect the property more effectually against the bankrupt's creditors than could be done by a bill of sale, which would require registration and re-registration, and would be no protection against creditors if mere formal possession were taken, whereas the agreement would leave the bankrupt in the undisturbed possession of the property, and enable him to keep up the appearance of real ownership until the critical moment of insolvency should arrive, and then possession could be taken by virtue of the legal ownership in Broadbent, and this might be done quietly and secretly, and still be effectual if taken in fact. Now, what is the agreement? It begins by representing Broadbent as the absolute owner, which is true only in the most technical sense. According to Broadbent's evidence, there was a secret trust that for paying 5 per cent. on the £480 the bankrupt was to have the use of the property for the benefit of himself and family. Proceeding upon the false assumption of absolute ownership in Broadbent, he grants the bankrupt, as though he were an independent hirer or bailee of the furniture, the liberty to use and enjoy it independently of his wife and children, at a rent of £24, payable half yearly, the first payment to be made on the 1st May, and he is to insure against fire in the name of Broadbent. It was admitted on the hearing before me that he never did insure. And why is what is called rent fixed at £24? It is plainly the interest at 5 per cent. on the £480. And why is the first half-yearly payment of this rent to be paid on the 1st May 1868? Plainly because the £480 had been paid on the 1st Nov., though Broadbent's title had accrued on the 29th Aug., and the bankrupt had had the use and enjoyment of the furniture all along. Was this rent ever paid? Broadbent says it was not. He calls it interest. The proviso enabled Broadbent to enter and take possession of the property if the rent was not paid punctually as it became due. It was not paid. The proviso was not acted upon. Why not, if the agreement was intended to carry into effect a real arrangement. [His Honour fully examined the evidence of the proceedings and continued.] And thus by providing a means for helping to make a home for his wife and children, the bankrupt has had the benefit of the purchase made by Mr. Craven, and which I infer from all the circumstances of the case, was the original intention to be carried into effect in the event of the bankrupt's insolvency. The question raised by the notice of motion is whether this mode of dealing with the property is effectual as against the creditors of the bankrupt. It appears that the bankrupt's debts amount to £2322 18s. 10d. and his assets (exclusive of the property in question) to £178 6s., so far as the trustee in the absence of the bankrupt has been able to ascertain. Mr. Watson, for the trustee, contended, first, that the furniture and effects must be treated as the property of the bankrupt, and that the assignment to Broadbent was void for want of registration under the Bills of Sale Act (17 & 18 Vict. c. 36); but that contention must fail. Broadbent's title is derived from the trustee under the creditor's deed of the 27th Sept. 1861, and that was duly registered and completed as a valid assignment against the bankrupt under the Bankruptcy Act 1861. The next contention was that the assent given by the bankrupt to Broadbent taking possession immediately, and waiving the week's notice to which the bankrupt was entitled under the agreement of the 27th Dec. 1867 was a fraudulent preference, but the answer given by Mr. Killick appears to me conclusive as to that ground; Broadbent was not a creditor—he was the legal owner of the goods, and the assent merely anticipated his right to resume possession of his own property. A third ground taken by Mr. Watson was that the whole arrangement was a scheme and device to deceive creditors, void both at common law and under the Statute of Elizabeth, as tending to defeat and delay them. Upon this ground I think the question must be decided. Mr. Killick met it thus: That the purchase by Broadbent from the trustees, though with the money and really on behalf of Craven, was a purchase for full value and *bonâ fide*. As between Broadbent, Craven, and the bankrupt, I have no doubt it was so, and that the bankrupt was not intended, as between them, to have any other interest in or power over the goods than was given him by the agreement of the 27th

Dec. 1872; and that being so, Mr. Killick contended that the mode in which possession was taken and held by Harrison, though it might be formal or apparent only, was immaterial if as against the bankrupt it was real, and intended to be real, and he relied strongly upon *Vicarino* v. *Holdsworth* (20 L. T. Rep. N. S. 362); and he further insisted that as the possession was in fact taken before any act of bankruptcy had been committed, which was available for adjudication, the question of order and disposition with the consent of the true owner (which was one of the questions also raised by Mr. Watson), was sufficiently answered. I am of opinion, however, that this contention, though good as far as it goes, does not go far enough; it does not answer the objection as to creditors being deceived. I collect from what was done that the intention was that no persons, not parties or privies to the transaction of purchase by Craven, should be aware that such a transaction had ever taken place, but that all persons not parties or privies should be induced to believe that the bankrupt still continued the real owner of the property at Idle, and were permitted to trust him upon the faith of that belief. There is evidence on the file of proceedings that one creditor, at least, was so deceived. Charles Turner, a creditor for £198, and described as of Idle, worsted spinner, by his affidavit, filed the 12th Aug. 1873, states that "for three years prior to the filing of the petition in this matter I was in the habit of visiting the debtor at his house at Idle very frequently. During all that time the household furniture, the subject of this motion, was in the debtor's house at Idle, which was well and comfortably furnished; and the said debtor and his family used the same in the usual way, and the same appeared to be treated as the property of the debtor. I understood and believed the same to be his property until the same were claimed by Mr. Broadbent upon the debtor's failure. Being under that impression and belief I lent money to the said debtor, and I am a creditor in this estate in respect thereof for the sum of £198." Although, in considering whether a transaction is void, as being intended to deceive creditors, it is not necessary to show that any creditor has been actually deceived, yet when it appears that a creditor has been deceived by the false appearance necessarily created by the transaction, that fact is strong to show its inherent viciousness—as being a transaction intended, because from its nature calculated, to deceive. Secresy and want of possession combined, producing, as they have produced in this case, a deception upon one creditor at least, have the effect, in my opinion, of vitiating the title of Craven and Broadbent, as his trustee, as against the creditors under the bankruptcy, and estop each of them from saying that the ownership which the bankrupt once really and notoriously had of this property, and which they permitted him, after the secret change of ownership, ostensibly to continue, was not the real ownership; and that these goods ought therefore to be treated as the goods of the bankrupt at the commencement of the bankruptcy. I am not aware of any case in which the combination of secrecy and want of possession, followed by an actual deception of a creditor, has been made the subject of decision; but I think the principle applicable to such a case may be collected from the authorities to which I will refer. *Latimer* v. *Batson* (4 B. & C. 652), was an action against the sheriff for seizing goods of the plaintiff under an execution against the Duke of Marlborough at the suit of a creditor. At the trial it appeared that in 1823, one Richardson, who had obtained a judgment against the Duke, issued a *fi. fa.*, under which property of various descriptions was seized at Blenheim. An officer remained in possession until the end of 1823; then Richardson took a bill of sale from the sheriff, but the Duke prevailed upon Richardson to postpone the sale still further. In May 1824, the plaintiff (Latimer) took from Richardson a bill of sale of the goods, and paid him for them the sum of £700, and put a man in possession. On the 14th March 1825, a warrant was given by the sheriff to his bailiff to levy on the goods of the Duke for another judgment creditor. The plaintiff's man was still in possession, but the officer seized and carried the goods away. Up to that time the Duke had continued to reside at Blenheim, and to use the goods as if no execution had been put in, but the execution by Richardson was well known at Woodstock, and generally in the neighbourhood of Blenheim. The only question left to the jury was whether the sale by Richardson was *bona fide* or merely colourable. The jury found it was *bona fide*, and a verdict for the plaintiff was entered. A new trial was moved for on the ground that the judge should have directed the jury to find for the defendant if they thought that the sale was colourable, or that the Duke remained in possession. The rule was refused. Lord Tenterden said it must be taken to have been proved that the transaction between Richardson and Latimer was *bona fide*; that Richardson was paid for the goods with the money of Latimer; and that it was generally known in the neighbourhood of Blenheim that an execution had been put into the house. Bayley, J., said, the goods in question were seized under a *fi. fa.*; the creditor took a bill of sale of them from the sheriff, and afterwards, for a valuable consideration, sold his interest to the plaintiff, and the circumstances attending the execution were well known in the neighbourhood. And, referring to *Leonard* v. *Baker* (1 M. & S. 251), *Watkins* v. *Birch* (4 Taunt. 823), and *Jozeph* v. *Ingram* (8 Taunt. 838), his Lordship says, "If goods seized under an execution are *bona fide* sold, and the buyer suffers the debtor to continue in possession of the goods, still they are protected against subsequent executions if the circumstances under which he has the possession are known in the neighbourhood." And the law is laid down to the same effect in *Kidd* v. *Rawlinson* (1 B. & P. 59). These authorities establish that where the transaction is *bona fide* and for value, the continuance in possession is no objection, provided the transaction is notorious. In every one of these cases, the validity of the transaction, being in itself *bona fide*, has been upheld upon the ground of its notoriety. But where there is no notoriety, no change of possession, or secret arrangement for the benefit of the party indebted, and a creditor actually deceived (which is the present case), I am of opinion that the transaction is void as against creditors under a bankruptcy. The question, however, is not covered by any distinct authority, and it is a satisfaction to know that my judgment may be set right on appeal if it be wrong. There was another point made by Mr. Watson, which I have not yet noticed, but have considered with some anxiety which was this, that the paper signed by the bankrupt on the 16th Sept. 1872, waiving the seven days' notice to which he was entitled under the agreement of the 27th Dec. 1867 (and which had been prepared for him by Mr. Killick to be signed on his return from seeing Broadbent) might be treated as in itself an act of bankruptcy under sect. 6, sub-s. 2 of the Bankruptcy Act 1869 as being a fraudulent gift of part of his property, namely, his right to retain possession of the goods in question for seven days after service of the notice, and as having been given to Broadbent for the fraudulent purpose of enabling him to take possession at once, so that he (the bankrupt) might be able immediately after possession was taken, and within the seven days, to file his petition for liquidation, and then abscond, as he did on the 19th Sept., believing that the goods would be applied for the benefit of his wife and children, as they in fact were. If there were any direct evidence to show that the waiver was made with that fraudulent intent in the mind of the bankrupt, the question would deserve serious consideration. But there is no such direct evidence, and I should hesitate to infer such an intention without the assistance of a jury. In answer to this objection of Mr. Watson's, it was pointed out by Mr. Killick that as the rent had not been punctually paid, Mr. Broadbent had, under the agreement, the right to enter at any time, and the waiver of the seven days' notice was therefore not required to authorise Broadbent taking possession. This, however, would not be an answer if the bankrupt believed he was entitled to the seven days' notice, and for the fraudulent motive and purpose suggested, waived it. I consider, however, that I cannot decide the case on this ground, though I recognise its importance. The order will be that the furniture mentioned in the inventory and valuation of Hardwick and Co., and effects which were taken possession of by Harrison on the 18th Sept. 1872, under the authority of Wood and Killick's letter of that date, be delivered by the said J. J. Broadbent to Mr. H. Dickin, in as good a state and condition as the same were when so taken possession thereof. Or in case the same cannot now be delivered in specie, then that the particulars and value thereof be ascertained and certified by the registrar, and the amount of such value so certified be paid by the said J. J. Broadbent to the said H. Dickin within seven days after the date of such certificate. And that the said J. J. Broadbent do pay to the said H. Dickin the costs of and incidental to this motion, but the costs of the proceedings before the registrar and of his certificate are reserved, with liberty to either party to apply with reference thereto, and by whom and to whom such costs should be paid.

LEGAL NEWS.

A Just Law.—The *Times* states that, for the first time, at the Woolwich Police court, an order was issued on the 3rd inst., against a soldier for support of his illegitimate child. By the new clause in the Mutiny Act, non-commissioned officers and privates are liable to deductions in their pay for the support of illegitimate children, and of their wives and families, to the extent of 6d. for a non-commissioned officer, and 3d. for a private soldier.—*Pall Mall Gazette*, Dec. 5.

Albert Assurance Arbitration.—Lord Cairns has directed that a third and final dividend of 5½d. in the pound be paid to the creditors of the Albert Assurance Company. The previous dividends were 2s. and 1s. 6d. The total amount, therefore, which the creditors will have received will be 3s. 11½d. in the pound.

Commitments in Ireland.—The total number of commitments in Ireland during last year, as stated in the recently printed judicial statistics, was 30,427, against 31,348 in the preceding year: the males were nearly the same, being 19,264 in 1871, and 19,243 in 1872.

Criminal Statistics.—The whole criminal Irish population on one day was calculated recently to be 30 in every 10,000, against 89 in 10,000 persons in England and Wales; and out of 217,333 persons proceeded against in Ireland in 1872, 2267 were "known thieves."—*Times*, Dec. 4.

Municipal Boroughs.—The annual returns relative to municipal boroughs presented to Parliament and printed show that the receipts were £3,267,294 last year, and the expenditure £3,432,666. The amount of loans effected on the rates and outstanding on the 14th Aug. last was £6,830,874.

Legal Expenditure.—The Royal Commission appointed to inquire into the expenditure of the legal departments have agreed upon the first report. The attention of the commission up till now has mainly been directed to the preparation and consideration of a scheme for the re-employment or retirement of the holders of offices which may be abolished. The annual charges for compensation paid on account already amount to a very large sum. It is not anticipated, however, that the commission will make a final report for several months to come.

The Criminal Courts.—According to an article in the *Globe*, "a very offensive mode of cross-examination has recently come into fashion in the criminal courts. A witness already on his oath, gives certain evidence; he is immediately asked whether he swears that, and answers that he does. But this by no means satisfies the cross-examining barrister. 'You really mean to swear that?' &c. 'Remember you are on your oath;' and similar suggestions that the witness is perjuring himself, are reiterated to induce the jury to believe his evidence untrustworthy This is hardly fair to one who may be endeavouring to speak the truth, while a hard swearer will be by no means checked by such unauthoritative additions to the oath previously administered to him. This custom is singularly offensive to those who have proper regard for an oath's sanctity, but ridiculously inoperative in the case of those who are not so influenced."

The Legal Offices Commission has for some time been sitting three days a week, and examining witnesses on the subject of the Chancery offices, but without much avail. With their minds an utter blank on the matters committed to them, they have had to receive instruction from those who have come before them, and to learn step by step what they require to know. This process has proved to be too slow and too inefficient for the purpose, and it appears the commissioners become more confused, and, to their own thinking, further than ever from their object the more they advance in their inquiry. No witnesses can be found to state that a radical fault exists in the organisation of the offices under review. Suggestions of all sorts, relating to idleness, incompetency, and even to corruption in the officials of the court, have failed to produce the desired evidence. In this dilemma the commissioners have resorted to one of the most reasonable methods of action; they have asked the Lord Chancellor to appoint a committee of officers of his court who shall report as to the best mode of reorganising and amalgamating offices with a view to the provisions of the Judicature Act and the contemplated "fusion" of law and equity. This is an acknowledgment of weakness, but we congratulate the commissioners on having arrived at a full knowledge of their ignorance—the first step towards the success of their labours.—*Globe*.

What is Legal Insanity?—The Master of the Rolls had before him on Monday, in the cross petitions of *Joy* v. *Joy*, some curious evidence as to the mental condition of one of the petitioners. This gentleman, who is more than forty years of age, appeared to have excited the commiseration of his mother on account of his habits of life and a certain tendency to follow bad example, which made him a likely dupe of vicious and unscrupulous companions. She accordingly petitioned that an arrangement might be made by order of the court by which the income of the money to which he is entitled under a decree in Chancery might be so paid as to find its way direct into the hands of her son, without passing through the hands of persons who, in his mother's opinion, were not suitable companions for her son. A mass of affidavits had been filed with a view of showing that the gentleman was of weak mind, and it was said that he had got into the keeping of a family at

Antwerp of doubtful reputation; that he possessed and read with avidity a mass of immoral literature; and that he was incapable of understanding anything that was not of the simplest character. His Honour said that the mother had, in her maternal anxiety concluded that, because her son was not very virtuous, therefore he was not sane. But the law knew no degrees of insanity. Either he was or he was not *compos mentis*. Vicious habits alone were no indication of weak mind in the legal sense; as for the devotion to immoral literature, a very distinguished literary man not only possessed but gloried in the possession of a large library of erotic literature, and yet no one doubted his sanity; and, lastly, the incapacity to understand what was not simple was one in which this gentleman by no means stood alone. Ultimately an arrangement was made with the sanction of the court.

DAMAGES FOR RAILWAY UNPUNCTUALITY.—The question of whether railway companies are bound to keep the time set down in their time-tables was raised before Mr. Whigham, in the County Court at Aylesbury on Wednesday. The plaintiff was Mr. Wm. Adams, cattle dealer, and the defendants were the London and North-Western Railway Company, as the proprietors of the branch line between Aylesbury and Cheddington. It was shown that on the 20th Oct. the plaintiff took a ticket at Aylesbury for Luton, where he ought to have arrived at 9.28 a.m., in time for Luton market, at which he was to dispose of some beasts. The train by which he was travelling from Aylesbury to the main line was delayed nearly an hour, owing to the engine being short of steam. The consequence was he missed the train at Cheddington, and did not arrive at Luton till 11.30 a.m., by which time the market was over. He now claimed 10s. damages per head of his beasts—30 in number—which he did not get sold for nine days. The want of steam, it appeared, arose from the fire-box of the engine having been choked, the fireman having Welsh coal that day—a variety to which he was not accustomed. It was pleaded for the defence that the company were exonerated from liability by the statement on their time-tables that they would not be responsible for delay. His Honour held, however, that the choking of the fire-box was not a circumstance over which the company's servants had no control, and he therefore gave a decree for the plaintiff for 40s. in respect of the loss of his time, through having found no market for his cattle at Luton. The Tribunal de Première Instance of Brussels has recently pronounced a decision which will be interesting to railway travellers in England. The railways in Belgium are the property of the State, and it was against the State that a traveller sought damages for delay in the performance of a journey. On the 1st of February the complainant took a ticket at Brussels for Marchiennes. The train started at the time fixed, but was detained for three-quarters of an hour near Charleroi in consequence of the line being blocked by goods trains. The traveller sought 300f. damages for the delay to which he had been exposed. The counsel for the State resisted the demand, contending that the delay to which the plaintiff had been subjected was the result of inevitable accident, and further, that, according to the terms of the contract upon which a railway ticket was granted, no compensation greater than the amount of the fare paid could be demanded. The court overruled that objection, and decided that the blocking up of the line by an accumulation of trains "constitutes a fault on the part of the administration, since it is not to be contested that it is bound to assure a free passage and the punctual arrival of the trains which are under its control." The court made an order against the State to pay to the plaintiff the sum of 150f. as damages.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it

ARTICLED CLERKS' NOTICES.—I read with much satisfaction your remarks in last Saturday's LAW TIMES on the inconsistent decisions given by the masters sitting for the judges at chambers. On the 4th inst. I myself applied for an order to be at liberty to give an admission notice for Hilary Term next, on the ground that I had never heard of such a notice being requisite, and that I believed my admission would follow my examination as a matter of course; but my application met with a negative response. As I had entered into negotiations with the gentleman to whom I was articled for a partnership with him when admitted, the result became a grievance to me, and I was advised to apply to a judge, which I did, on the 6th inst., and obtained an order.

AN ARTICLED.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.

Queries.

42. CONVEYANCE—STAMP.—Perhaps one of your readers will be good enough to solve the following case for me: "A. executes a lease to B. of a certain freehold property for a term of twenty-one years, reserving a yearly rent of £21; at the end of ten years B. wishes to purchase the entire freehold of the property in question, and so A. executes a conveyance to him of the reversion for £300. As by the conveyance of the reversion to himself, B. is released from the covenants contained in the indenture of lease." Will any extra stamp be needed beyond the ordinary £1 10s. X. Y.

Answers.

(Q. 34.) STAMPS—AGREEMENT FOR WEEKLY TENANCY.—The stamp duty depends on the rent reserved. If the rent reserved on letting an unfurnished house exceeds the rate of £10 per annum, the same duty must be paid as on a lease for a year as the rent reserved for a definite term. Thus an agreement for a week's holding, at the rate of £11 per annum, would require a 6d. stamp; if not exceeding £10 per annum, a 1d. stamp. Adhesive stamps may be used to be obliterated by the person who first executes. (See the Stamp Act, 1870, head "Lease;" also sect. 99.)

Z. Y.

(Q. 35.) BILL OF COSTS—PARTNER.—The firm cannot sue for any part of the costs, unless there be some evidence, by acquiescence or otherwise, that the client adopted the firm as his solicitors. Z. Y.

(Q. 36.) CHEQUE—INDORSEMENT.—Under the circumstances, J. P. might consider that he had an implied authority to obtain payment of the cheque; unless it be clear that he could not reasonably have thought himself entitled to do everything necessary to obtain payment, and that in fact he had a fraudulent intent in signing as executor, there was no forgery. The bank is relieved from liability by the 16 & 17 Vict. c. 59, s. 19. As between the drawer and the executor of Mrs. G., if there be no forgery, the executor of Mrs. G. must, of course, bear the loss; if there be forgery, the drawer must bear the loss, unless, as seems probable, the executor of Mrs. G. has so dealt with the cheque as to absolve the drawer. The fraud, if fraud there be, was rendered possible through the voluntary act of the executor. Z. Y.

— Unless J. P. is one of the executors, his obtaining of the money appears to be rather a misdemeanour under 24 & 25 Vict. c. 98, s. 88, than a "forgery;" and if so, J. P. is liable to five years' penal servitude for the fraud by 27 & 28 Vict. c. 47, or two years' imprisonment. It is not a case of larceny. B.'s conduct seems rash in parting with the cheque so as to make him responsible for the loss in the first instance. As he treated J. P. as his agent, the latter might be liable in an action for damages, if solvent: (See *Dunn's Case*, 2 East, P. C. c. 19, s. 49, p. 962, as to forgery.)

(Q. 37.) TRUSTEES—INVESTMENT.—The East Indian Company, being incorporated or constituted by Act of Parliament (12 & 13 Vict. c. 93), I think its capital stock is within the power in question. Z. Y.

— The cases of *Hancorn* v. *Allen* (7 Dick. 498:) *Clough* v. *Bond* (3 M. & Cr. 496), showed that an unauthorised investment in India Stock would be made upon the responsibility of trustees prior to 22 & 23 Vict. c. 35, s. 32 (13th Aug. 1859), and 23 & 24 Vict. c. 38, s. 12, when this investment was legalized. The Act only applies to old India Stock, not that created by 22 & 23 Vict. c. 39. See Lewin on Trusts, ch. xiv. s. 4 p. 252. It is silent as to mortgages or bonds. In these cases the trustees should be furnished with an indemnity deed, in case of detriment.—C. C.

(Q. 38.) JOINT TENANCY.—The joint tenancy continues between the owners of the shares not aliened: (Littleton, sect. 304). Z. Y.

— The remaining tenants held their shares in joint tenancy, and subject, as between them, to the *jus accrescendi*: (*Vide* Watkins's Conveyancing, 8th edit., p. 160). TRIO.

— Unity of interest, title, time, and possession, are necessary: (See Cruise's Digest, vol. 2, p. 366.) If A., B., C., are joint tenants, and A. sells to D., the unity of title is destroyed: (See Cruise, vol. 2, p. 379; Lit. S. 292.) Unity of possession is also at an end (Cruise, vol. 2, p. 380), and it is a tenancy in common, which merely requires unity of possession (p. 399, Lit. S. 292-99, and there is no survivorship. Hence, B.'s share descends to his heir; or, if a term of years, it is his personalty. C. C.

(Q. 12.) POOR LAW—LIABILITY TO MAINTAIN GRAND PARENT.—The following note occurs (1 Bolt. Poor Laws, 374): "In this case (*Waltham* v. *Sparkes*, Skinner 568) it is said by Holt, C.J. that the word children in the statute of 43 Eliz. c. 2, s. 7, extends to grandchildren, because there is the same natural affection; but no case has occurred in which the same has been judicially determined. And perhaps, says Dr. Burn, there may be some doubt as to this point; natural affection descends more strongly than it ascends; and it is observable that whereas the 39 Eliz. c. 3 did only enact that parents and children should mutually maintain each other, this statute 43 Eliz., enlarging this branch, extends it to grandfathers and grandmothers, but doth not specify grandchildren," &c. Z. Y.

LAW SOCIETIES.

HUDDERSFIELD LAW STUDENTS' DEBATING SOCIETY.

THE usual fortnightly meeting of this society was held on Monday, the 8th inst., Mr. Guy Morrison in the chair. The subject for discussion was—"Should defendants in criminal cases be competent and compellable to give evidence, as in civil cases?" Messrs. R. Welsh and E. H. Armitage conducted the affirmative, and Mr. G. F. Johnson the negative. The question was decided in the affirmative.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's Inn Hall, Strand, on Wednesday the 10th Dec., Mr. E. F. Stanway in the chair. Mr. Baker opened the subject for the evening's debate, viz., "That the acceptance by the Prime Minister, without additional remuneration, of the office of Chancellor of the Exchequer, vacates his seat in Parliament." The motion was lost by a majority of one.

BRISTOL ARTICLED CLERKS' DEBATING SOCIETY.

A MEETING of this society was held in the Law Library, Small-street, on Tuesday evening, the 2nd inst. F. N. Budd, Esq., Barrister, occupied the chair. Mr. Crewdson opened the following subject in the affirmative, "Was the case of *Hammersmith Railway Company* v. *Brand* (L. Rep. 4 H. L. Cas. 171, 18 W. R. 12) rightly decided?" Mr. Doggett opposed; and, after a considerable discussion, the affirmative was carried by a large majority.

LEGAL EDUCATION ASSOCIATION.

AT a meeting of the executive committee of the association, held on Friday, Dec. 5, R. Paul Amplett, Esq., Q.C., M.P., in the chair. After a reference by the chairman to the great loss the association had sustained by the death of Vice-Chancellor Sir John Wickens, who was an active member of the executive committee, it was resolved that a deputation should wait upon the Lord Chancellor to ascertain what steps the Government was prepared to take in order to give effect to the objects of the association.

Since the meeting of the executive committee, it was ascertained that the Lord Chancellor would receive the deputation in Lincoln's-inn at four o'clock on Friday, Dec. 12, which he received as arranged.

Several leading members of both branches of the Profession having consented to act on the deputation, were present on the occasion.

DUBLIN LAW STUDENTS' DEBATING SOCIETY.

AT a meeting of this society held on Monday last, at King's Inns, Dublin, the following subject was debated: "That the present agitation of labour against capital is to be deprecated."

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

THE HON. SIR G. ROSE, F.R.S.

THE late Hon. Sir George Rose, formerly a Master in Chancery and a judge of the Court of Review, who died at Brighton on the 3rd inst., in the ninety-second year of his age, was born in London in or about the year 1782. He was educated at Westminster School, where he became one of the most able and accomplished classical scholars of the day; and it is stated that he frequently aided in the preparation of the Prologue and Epilogue of the "Westminster Play," at which from year to year he was a constant attendant. Sir George Rose was called to the Bar by the Honourable Society of the Inner Temple in 1809, and he was for many years the Senior Bencher of that body He was made a King's Counsel in 1827, and in 1831 he took his seat upon the Bench as judge of the Bankruptcy Court, or, as it was then called, the "Court of Review," at the same time having granted to him the rank and precedence as one of the judges in the Courts of Westminster Hall, and receiving the customary honour of knighthood. In 1840, during the Chancellorship of Lord Cottenham, he was made a Master in Chancery, the duties of which office he performed for many years. Sir George Rose, who was a Fellow of the Royal Society and of the Royal Geographical Society, married in 1821 Mary, daughter of the late Capt. Robert Pouncey, of the Hon. East India Company's Service. Lady Rose died in 1855.

E. WALLER, ESQ.

The late Edward Waller, Esq., barrister-at-law, of Finnoe House, county Tipperary, and Lisdcrry, near Aughnacloy, county Tyrone, whose death has been recently announced at the age of seventy, was the eldest son of the late Thomas Maunsell Waller, Esq., of Finnoe House. His mother was Margaret, only daughter of John Vereker, Esq.—a relative of Lord Gort—and he was born in the year 1803. He was educated at Trinity College, Dublin, where he took his Bachelor's degree in 1826, and he was called to the Bar at Dublin in 1830. Mr. Waller, who was a magistrate for the counties of Tipperary and Tyrone, married, in 1829, Mary, only daughter of the late Henry Crosslé, Esq., of Annahoe, in the county of Tyrone.

J. A. SHARP, ESQ.

The late John Andrew Sharp, Esq., solicitor, of Gray's Inn, who died very suddenly, from heart disease, at 62, Thornhill-square, on the 29th Oct., in the 51st year of his age, was the eldest son of the late Mr. William Henry Sharp, silversmith, of London. He was born in London in the year 1823, and having been educated at a good private school, he was, at about the age of 16, articled in a solicitor's office in the city, and by his own perseverance and study, joined to very great integrity of character, he was at length placed in the position he was destined to attain, having no assistance or influence whatever. He was admitted into the profession in Hilary Term 1862, and was for some time partner with Mr. Ullithorne, at his chambers in Field-court, Gray's Inn. The deceased gentleman was highly respected by all who knew him, and his death is greatly deplored by a large circle of friends. He married, in 1864, Helen Elizabeth Mary, daughter of Thomas Turner Pearson, Esq., solicitor, of Crowle, Lincolnshire, by whom, who died in June 1866, he had issue one daughter, Grace, who died in infancy. His remains were interred at Whitchurch, Little Stainmore, Middlesex.

PROMOTIONS & APPOINTMENTS

N.B.—Announcements of promotions being in the nature of advertisements, are charged 2s. 6d. each for which postage stamps should be inclosed.

Mr. Douglas Morey Ford, solicitor, of Portsmouth, and Gosport, has been appointed, by the Lord Chief Baron, a Commissioner to Administer Oaths in the Court of Exchequer of Pleas at Westminster, for Hampshire and the adjoining Counties.

Mr. William Jaquet, of No. 4, Serjeant's-inn, Fleet-street, solicitor, has been appointed a Commissioner to Administer Oaths in Her Majesty's Courts of Queen's Bench, Common Pleas, and Exchequer, and also a Commissioner for taking Acknowledgments of Deeds by Married Women.

The Queen has been pleased to appoint Peter Leckie, Esq., to be a Member of the Legislative Council of the Colony of British Honduras.

The Queen has been pleased to appoint Francis Snowden, Esq., to be senior Puisne Judge, and George Phillipo, Esq., to be junior Puisne Judge of the Supreme Court of the Straits Settlements.

THE COURTS & COURT PAPERS

CAUSE LIST AFTER MICHAELMAS TERM, 1873

Common Law Courts.

Queen's Bench.

Remanets.

Hughes v. Learoyd
Schon and others v. Bilbe and another
Hayward v. Newton and others
Engstrom and another v. Wallis and another
Paton v. Gedalia
Walsh and another v. Lidgett
Coombe v. Thompson
White v. Schmierer
Hughes v. The Thames and Mersey Marine Insurance Company
Yglesias and another v. Meiklereid and another
Chartered Bank of India, Australia, and China v. Just
Klem and others v. Falk
Keyser and another v. Oxley
Mathews v. Ansted and another
Overbeck and another v. Ripley and another
Martin v. Patton
Dobbing v. Wolverton and others
North Australian Company (Limited) v. King
Hawkesley and wife v. London General Omnibus Co (Limited)
Sly and another v. Fillingham
Murdoch v. Honychurch
Gabriel and others v. Neame and another
Consolidated Bank (Lim.) v. Guedalla and others
Guano Consignment Co. to Great Britain v. Kellock and another
Ionian Bank v. Ansted and another
Green and another v. Budgett and another
Gray and another v. Blake
Lloyd and others v. Linford and another
Northmore and another v. Kemble
Quick v. Dunn and others
Curtis v. Lawson and others
Joyce and others v. Curling
Ranken v. Mortimer
Elkin and another v. Clarke and others
Muller v. Shaw
Land Securities Co. (Lim.) v. Rankin and another
Reg. v. Calvo
Bergheim v. Clay and others
Richards and another v. Hudson
Wallis v. Walker
Nevill v. Foster
Patton and another v. Cheeswright
Simpson v. Metropolitan Railway Company
Austin and another v. Von Milde
Miller v. Watkins and another
Thompson v. Grove and another
Holderness and another v. Sheridan
Elmslie and others v. Barlow
Verdure v. Mitchell
Hancock v. Henderson
Willis and another v. Saunders
Smith v. Gellatley
Leonino v. Wilson and others
Cox v. Marquis of Londonderry
Comley v. Westminster Brewery Co. (Lim.)
Elliott v. Lloyd
Ball v. Brown
Potter, an infant, v. North Metropolitan Tram. Co.
Breslauer v. Hudson
Same v. Same
Lyall v. Freeman
Sotiriades v. Green
Despard v. Hong Kong and Shanghai Bankg. Corpn.
Adler and another v. Morice
Zarifi v. Wilkes and another
Smith v. Kirby and another
Durese v. Hartley
Papelier v. Ochsenbein
Janssen v. Harris
Catling and another v. London, Brighton, and South Coast Railway Co.
Van den Eyndt v. Port of London Wharfing and Warehousing Co. (Lim.)
Marzetti v. Magniac and others
Brown v. Ball
Archer and another v. Birkenhead Imp. Coms.
Schacht v. Head
Little v. Wakefield
Featherstone v. Pallett
Same v. Elsdon
Same v. Lacey
Same v. Brown
Schutze v. Arnhold
Grenville v. Nurse
Joyce v. Holland and another
Morison v. De Croy
Pilkington v. Forrest
Cawtaron v. Keable
Henwood v Curwen
Hewitt v. Birmingham and Lichfield Junction Railway Company
Weston and others v. Agelasto
Aston v. Underwood
Eckhaus v. Westcott and others
Alexander and others v. Smyth
Harnett and another v. Redhead and another
Sotiriades v. Green and others
Hindley v. Hewett and others
Sassoon and others v. Mendel
Sassoon and others v. Harris
Klein v. Moore
Metropolitan Board of Works v. Pigot
Spartali v. Ellis
Doyle v. Ford
Burnham v. Phillimore
Geen and others v. Adam
Solomon v. Milns
Champney v. Young
Johnson v. Lewis
Williams v. Plater and another
Wedgwood Coal and Iron Co. (Limited) v. Crump
Lewis v. Mutual Tontine Westminster Chamber Association (Limited)
Wilkinson v. Harris
Hartmont v. Masey
Lamprell v. Gilbert
Elmslie and others v. Barlow
Phillips and another v. Bayston
Boyce v. Baroneski
Leuty v. Greenhill
White and anr. v. Mansfield
Levy v. Jones
Whitmore v. Birkett
Deslandes v. Ireland and another
Austin and anr. v. Justice
Symington v. Bates and another
Abitbol v. Moss
Levi and anr. v. Hugon
Potter v. Jones
Kruger v. The Oceanic Steam Navigation Co. (Limited)
King v. Lancashire and Yorkshire Railway Co.
Sheppard v. Ommanney
Cosstick v. Ward
Bacon and another v. Duke of Devonshire
Newman v. Davies

Causes.

Hewitt and others v. Hindley
Carter and anothr v. Styles
Manuelle v. Beevers
Shepherd v. Elliott
Ridgway v. Dudley and another
Brown v. Harton
Portlock v. Taylor
Searby v. Sprunt
Hartshorn v. Fisher
Winter and another v. Farebrother and another
Baker v. Lewis
Holland v. Joslin
Russ and others v. Tune
Bennett v. Dowel and another
Duns v. Michael
Morrison and another v. Watson
Salisbury v. Lyall
Lawrence and another v. The Burham Brick, &c., Company (Limited)
Wilkinson v. Gueret
Nicholson and another v. Palmer's Shipbuilding and Iron Compy (Limtd)
Hurst and another v. Harrison
McLaren and another v. Lesiter
Barlow v. Public Works Construction Co. (Lim.)
Russell and ors. v. Downes
Cooper, Trstee, &c. v. London and St. Katherine Docks Co.
General Iron Screw Collier Co. (Lim.) v. Richards
Union Steamship Company (Lim.) v. Stephen
Barker v. Ballantine
Hemptenmacher v. Parker
Meyerstein v. Zeechin and another
Browne v. Parker
Pugh v. South-Eastern Railway Co.
Norton v. Beaconhill Firebrick and Clay Company (Limited)
Bloomfield v. Great Eastern Railway Co.
Van Nieuwenhove Dieraert v. Symonds
Meadon v. Thomson
Smyth v. Coombe and anr.
Dixon v. Denton
Clarke v. Dancer and anr.
Marcus v. General Steam Navigation Co.
Ladbury v. Acres
Dixon v. London Smallarms Co. (Limited)
Smith v. Manetti
Buckingham v. Wilson and another
Courtney v. Hawgood
Sewill v. De Horne
Doxford v. Doxford
The Agricultural Hotel Company (Limited) v. Baulger
Stanton v. Nourse
Thomas and another v. Stevens and others
Martin v. Noad
Broughton and others v. Mignon
Cohen and another v. Hargrove and others
Fitch and another v. Clark
Bruninghaus v. Manchester, Sheffield and Lincolnshire Railway Company
Tritton v. Browning
Rotheroe and another v. Hamel
Sondermann v. Bedford
Moggie and another v. Bryant the younger
Palgrave and another v. The Ocean Marine Insurance Company
Rudd and others v. Grant and others
Sturge and others v. Butters and another
Gripper and another v. Snellgrove and another
Currie and another v. The Thetis Marine Insurance Company
The Yorkshire Engine Company (Limited) v. Crawley
Bergheim v. Blaenavon Iron and Steel Company (Limited)
Aspinwall v. Merchant Shipping Compy. (Ltd.)
Rogers and another v. King and another
Page v. Sharp and anr.
Macintosh v. Birley
Woollett v. Wilkins
Boyce v. Rymill
Newell v. Thomson
Chapman v. Nicholson
Slatter v. The London Street Tramways Co.
Taylor v. Cresswell
Bowles v. Edwards
Hodges v. Sillerey
Lawes v. Miceli
The Wood-street Warehouse Co. v. Pavy and another
Pries and another v. Landmesser
Alvarado v. Oppenheim

Court of Common Pleas.

Remanets.

Maxwell v. Brogden
Hamilton v. Shaw
Richardson and others v. Waydelin
Meyer and others v. Ralli and another
National Bank of Scotland v. A. G. Pooley
Hooper v. Blake
Montis & another v. Harris
Jebsen v. East and West India Dock Company
Hudson and others v. Hill and others
Brown and others v. Badart
Badart v. Brown & others
Brice v. London and North-Western Railway Co.
Brett v. Pettingill
Meadows v. De Mattos and another
Collins v. Davis
Jackson v. Metropolitan Railway Company
Martin and another v. The Ransome Patent Stone Company
Gray, P. O., &c. v. Hope
Same v. Graham
Paget v. Ede
Tiden and another v. The Bessemer Steel and Ordnance Company (Lim.)
Godson v. Hewett
Silvester v. Hyder
Cazenave & another v. Box
McLachlan and another v. Bain
Hintz and another v. Overbeck
Pinkerton v. Powell
Schroder and others v. Cleugh and others

New Causes.

Jackson and another v. Gellatly and others
Brown and others v. The Thames and Mersey Marine Insurance Company
Russell v. Gale and another
Boldero, Trustee, &c. v. Badcock
Forward and another v. Barnett and another
Justice and another v. Mersey Steel and Iron Company (Limited)
Vittery & others v. Griffiths and another
Goodwin v. Hunter and others
Barnet and another v. Forwood and another
Jennings v. Alexander and others
The Tharsis Sulphur and Copper Co. (Limited) v. Edwards and others
Prytz & another v. Anglo-Swedish Steam Cutting Mills Co. (Limited)
Lowe v. Dalley
Cuesta v. Moses, Levy, and others
Ford v. Smith
Republic of Peru v. Wageulin and others
Smith v. Price's Patent Candle Co. (Limited)
Chapple v. Clark
West v. Morton
Beall, Trustees, &c. v. Lewis, Secretary, &c.
Ellis v. Smith
Brown & another v. Ransson
Bergheim v. Roberts
Haynes v. Russell
Same v. Same
Green & another v. Heatley
Drake v. Burgess
Arfwedson v. Gaskell and another
Wood and another v. Commercial Union Assurance Company
Bruerton v. Browne
Pickford and another v. Michael
Thompson v. Friend
Hodgman v. Payne
Hodgman v. Terry
Terry v. Hodgman
Clark v. Abitbol
Moss and another v. Symons
Harris v. Perry
Saul v. Dowell and another
Silvester v. Godly
Clifton v. Clifton
Ramage, Secretary, &c. v. Harvey
Ekman v. Hill and another
Metzler and another v. Gounod
Mellier and another De Worms
Straker & others v. Pooley
Michell v. Thomas
Borries and others v. The Imperial Ottoman Bank
Privett v. Newsom and another
Brown v. Van Brink
Garrett v. Stewart, executors, &c
Styer v. Whalley
Tanner v. George & another
Gamble v. Jervis
Bank of London v. McHenry
Pawle v. Hamilton
Girard & another v. Taylor
Nichols v. Moore
Ray v. Howard
Dunnage & others v. Hirst
Veyiers v. Lavington and another
Poole v. Fearnley and another
Belliers v. West
Turner v. Elliott
Yglesias and another v. Thomas
Leuty the younger v. Vingoe and another
Dawson and another v. Barnes
Black & others v. Thorley
Fisher et Ux v. Great Eastern Railway Co.
Bunyer v. Hodge
Holdon v. Lloyd
Smith v. Brunt
Barnett v. Sheridan
The Protector Endowment Loan and Annuity Company v. Kipping
Boyle v. Jarvis
Wheatley v Gearns
Buchanan v. Burden
Fuller v. National Safe Deposit Co. (Limited)
Willis et Ux v. Payne
Davis et Ux v. Same
Hill v. Brabazon
Wick v. Lorsont
Jacobs v. Durye
Talley v. Ellison
Knight v. Miller
Hall v. Hatch
Carr v. Hartmont
Everett v. Cooper
Smith v. Ford

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Dec. 2.

Baxter, Rose, Norton, and Co. attorneys and Solicitors, Victoria-st, Westminster. Nov. 1. (Robert Baxter, Phillip Frederick Rose, Henry Eiland Norton, Robert Dudley Baxter, Markham Spofforth, and John Brewer.) Debts by R. Baxter, Rose, and Norton

Bankrupts.

Gazette, Dec. 6.

To surrender at the Bankrupts' Court, Basinghall-street.

Solomon, George, Mount-pl, Whitechapel. Pet. Dec. 1. Reg. Brougham. Sol. Solomon, Finsbury-pl. Sur. Dec. 19

To surrender in the Country.

Cox, Thomas George, gentleman, Birmingham. Pet. Dec. 1. Reg. Chauntler. Sur. Dec. 23

Cropp, John, beerseller, Manchester. Pet. Dec. 3. Reg. Hulton. Sur. Dec. 17.

Huxtable, Edwin Beedle, out of business, Cheltenham. Pet. Dec. 3. Reg. Gale. Sur. Dec. 20

JOHNSON, EDWIN, attorney, Leek. Pet. Dec. 3. Dep-Reg. Mair. Sur. Dec. 19

MAY, WILLIAM, boot manufacturer, Truro. Pet. Dec. 2. Reg. Chilcott. Sur. Dec. 17

MONTGOMERY, THOMAS HENRY, tailor, Ealing. Pet. Nov. 29. Reg. Ruston. Sur. Dec. 20

MURPHY, BERNARD, provision dealer, Liverpool. Pet. Dec. 1. Reg. Watson. Sur. Dec. 17

PEARSON, HENRY, provision dealer, Carnarvon. Pet. Nov. 27. Reg. Jones. Sur. Dec. 16

RICHARDSON, HARRY, scrivener, Birmingham. Pet. Dec. 1. Reg. Chauntler. Sur. Dec. 17

SODEN, THOMAS MANNATT, silk thrower, Coventry. Pet. Dec. 2. Reg. Kirby. Sur. Dec. 18

Gazette, Dec. 9.

To surrender at the Bankrupts' Court, Basinghall-street.

LAZARUS, JOSEPH, rag merchant, Whitechapel-rd. Pet. Dec. 5. Reg. Hazlitt. Sur. Dec. 19

To surrender in the Country.

AINSWORTH, JAMES, publisher, Manchester. Pet. Dec. 5. Reg. Kay. Sur. Dec. 23

CRICKMORE, JAMES, coal dealer, Bungay. Pet. Dec. 5. Reg. Walker. Sur. Dec. 22

HODSON, SAMUEL, farmer, Ramsey. Pet. Nov. 29. Reg. Gaches. Sur. Dec. 20

JORDAN, JOHN, dairyman. Green-la, Stoke Newington. Pet. Dec. 6. Reg. Pulley. Sur. Dec. 23

BANKRUPTCIES ANNULLED.

Gazette, Dec. 2.

BICKLEY, CHARLES CONDAMINE, Old Broad-st. July 10, 1873

MARSHALL, BENJAMIN JOHN, gentleman, Brunswick-sq, Hatton-gdn. July 25, 1873

Gazette, Dec. 5.

GRAY, JOHN, flagger, Preston. Aug. 5, 1873

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Dec. 5.

ADAMS, ALFRED WILLIAM, merchant, Mostyn-rd, Brixton. Pet Dec. 1. Dec. 16, at twelve, at the City Terminus hotel, South Eastern Railway Station, Cannon-st. Sols. Campbell and Beaumont, Cannon-st

AVERY, EDWIN, and GRIFFIN, JOHN THOMAS, silk merchants, Bishopsgate-st, also Coventry and Macclesfield. Pet. Dec. 2. Dec. 18, at two, at office of Sol. Bailey, Tokenhouse-yd

BARBER, JOSHUA, woollen cloth manufacturer, Cartworth, near Holmfirth. Pet. Dec. 1. Dec. 17, at three, at office of Sol. Armitage, Huddersfield

BARRY, CELIA, and DAVIS, ALICE, boot seller, Landport. Pet. Dec. 1. Dec. 16, at three, at J. Wainscot, accountant, 9, Union-st, Portsea. Sol. Walker, Landport

BASS, JOHN, builder, Ipswich. Pet. Dec. 2. Dec. 19, at ten, at office of Sol. Vulliamy, Ipswich

BAYLEY, JOHN, chemist, Warrington. Pet. Dec. 1. Dec. 17, at three, at J. Davies and Co. Bewsey-at, Warrington. Sols. Davies and Brook, Warrington

BETTLE, WILLIAM, victualler, Ramsgate. Pet. Nov. 29. Dec. 16, at three, at the Crystal Palace Vaults, 7, High-st, Ramsgate. Sols. Sankey and Co, Margate

BETTLEY, THOMAS, fish dealer, Runcorn. Pet. Nov. 29. Dec. 19, at half-past three, at the Bee hotel, Liverpool. Sol. Day, Runcorn

BRAKE, EMILY RACHEL, no occupation, Marquess-rd, Cannonbury. Pet. Dec. 2. Dec. 19, at twelve, at office of Sol. Buchanan, Basinghall-st

BREND, JOHN, shoemaker, Abbotsham. Pet. Dec. 3. Dec. 22, at two, at office of Sol. Thorne, Barnstaple

BROOKS, GEORGE, out of business, Ashton-st, Salmon-la, Limehouse. Pet Nov. 21. Dec. 15, at twelve, at offices of Sols. Barton and Drew, Fore-st

BROWN, FREDERICK WILLIAM, and BROWN, FREDERICK WILLIAM, jun., tailors, Aldersgate-st. Dec. 18, at three, at the London Warehousemen's Association, 33, Gutter-la. Sol. Cattlin, Basinghall-st

BUTTERILL, JOHN, bootmaker, Ferrybridge, near Pontefract. Pet. Dec. 2. Dec. 20, at half-past eleven, at office of Sol. Carter, Pontefract

BUTON, JOSEPH HOLMES, surgeon, Compton-ter, Islington. Pet. Dec. 2. Dec. 18, at two, at the Guildhall coffee house, Gresham-st. Sols. Hillearys and Tunstall, Fenchurch-bldgs

CHAPLEN, HENRY, joiner, Portsea. Pet. Dec. 1. Dec. 17, at four, at office of Sol. King, Portsea

COCKERTON, ROBERT BLACKBURN, fellmonger, Warrington. Pet. Dec. 1. Dec. 22, at two, at office of Sols. Tyrer, Smith, and Kenion, Liverpool

COLE, GEORGE, rag merchant, Hunter-st, Dover-rd, Southwark. Pet. Nov. 27. Dec. 15, at three, at offices of Sols. Hicklin and Washington, Trinity-sq, Southwark

DAVIES, WILLIAMS, bootmaker, Church-st, Croydon. Pet. Dec. 2. Dec. 29, at three, at the Greyhound hotel, Croydon. Sol. Young, Gray's-inn-sq, and Croydon

EDWARDS, THOMAS, cinder dealer, Tipton. Pet. Nov. 29. Dec. 15, at three, at office of Sol. Travis, Tipton

ELLIOTT, JAMES, greengrocer, King-st, Hammersmith. Pet. Nov. 26. Dec. 19, at three, at the West Kensington Station hotel, Russell-rd, Kensington. Sol. Haynes, Wellesley-rd, Croydon

FORBERT, FRANCIS, butcher, Plumstead. Pet. Nov. 28. Dec. 15, at eleven, at offices of Sol. Elworthy, Brewer-st, Woolwich

GALE, JAMES, printer, High-st, Brompton. Pet. Dec. 3. Dec. 29, at one, at W. A. Willoughby, 4, Lancaster-pl, Strand. Sol. Bassett, Rochester, and Garden-st, Brompton

GILBERT, ALFRED, baker, Caterham Junction. Pet. Dec. 2. Dec. 18, at two, at the Greyhound hotel, Croydon. Sol. Hogan, Martin's-la, Cannon-st, and Park-st, Croydon

GLENISTER, ALFRED, blacksmith, Abbott's Langley. Pet. Nov. 29. Dec. 24, at three, at F. Holloway, accountant, 173, Ball's Pond-rd, Islington

GLOVER, JOHN, farmer, Cossington, near Ratcliff on the Wreake. Pet. Dec. 2. Dec. 18, at three, at office of Sol. Owston, Leicester

GODDARD ALFRED COURTENAY, russia broker, Old Broad-st. Pet. Nov. 24. Dec. 16, at twelve, at offices of Sols. McLeod and Watney, London-st, Fenchurch-st

GREGG, PETER WILLIAM, confectioner, Mile End-rd. Pet. Nov. 28. Dec. 19, at one, at offices of Sols. Barton and Drew, Fore-street

GUERNSEY, JOSEPH, farmer, Tonyrefail, par. Llantrissant. Pet. Dec. 2. Dec. 18, at twelve, at office of Sol. Morgan, Pontypridd

HARBOUR, THOMAS ALFRED, assistant boot manufacturer, Colchester. Pet. Nov. 29. Dec. 13, at twelve, at the Essex Arms inn, Colchester. Sols. Bartlett and Forbes, Bedford-st, Coventgarden

HARDING, WILLIAM, saddler, Landport. Pet. Dec. 2. Dec. 20, at three, at office of Sol. King, Portsea

HEAVEN, WILLIAM, dealer, Avening, near Nailsworth. Pet. Dec. 1. Dec. 22, at twelve, at office of Sol. Potter, Cheltenham

HEMMING, CLEMENT JOHN, painter, Handsworth. Pet. Dec. 2 Dec. 19, at three, at offices of Sols. Maher and Poncia, Birmingham

HITCHCOCK, EDWARD, wine merchant, Bishopsgate-st-within. Pet. Nov. 22. Dec. 18, at three, at Waddell and Co., Mansion House-chmbs, 12, Queen Victoria-st. Sol. Stocken and Jupp, Leadenhall-st

HOPKINS, JOSEPH, builder, Pontrhydfendigaid, par. Caronuwch-clawdd. Pet. Dec. 3. Dec. 18, at eleven, at offices of Sol. Jones, Aberystwith

INMAN, CHARLES, furnishing undertaker, Central-st, St. Luke's, and City-rd. Pet. Dec. 3. Dec. 19, at twelve, at offices of Sols. Taylor and Jaques, Finsbury-sq

JENNER, HORACE, bootmaker, St. Leonard's-on-Sea. Pet. Nov. 29. Dec. 8, at twelve, at the Incorporated Law Society's Rooms, Chancery-la, London. Sol. Jones, Hastings

JOSLIN, DAVID, mason, Kimbely rd, Nunhead. Pet. Dec. 2. Dec. 17, at eleven, at the Guildhall tavern, London. Sols. Keene and Marsland, Lower Thames-st

KAULL, HENRY, baker, City-rd. Pet. Nov. 25. Dec. 13, at three, at the Finsbury hotel, 14, Finsbury-sq. Sol. Hicks, Annis-rd, South Hackney

KENT, RUBERT HENRY, ironmonger, Marchmont-st, Brunswick-sq. Pet. Nov. 27. Dec. 12, at eleven, at office of Sol. Willis, St. Martin's-st, Leicester-sq

KNIGHT, CHARLES HENRY, journalist, Bognor. Pet. Dec. 3. Dec. 20, at two, at office of Sol. Luckett, Worthing

LAURENCE, THOMAS, Wollaston, par. Oldswinford. Pet. Dec. 2. Dec. 19, at three, at office of Sol. Addison, Brierley-hill

MCSHANE, PETER, grocer, Gateshead, and Sandgate. Pet. Dec. 2. Dec. 17, at three, at office of Sol. Sewell, Newcastle

MANN, GEORGE, confectioner, Bedford. Pet. Dec. 1. Dec. 18, at twelve, at Fox, 65, Chancery-la, London. Sol. Conquest, Bedford

MELDRUM, JAMES STENHOUSE, and WYDLER, ALBERT, calico, printers, Manchester, and Belfield, near Rochdale, and Boarshaw, near Middleton. Pet. Dec. 3. Dec. 19, joint creditors, at three; sep. creditors of Meldrum, at four, at office of Sol. Wood, Manchester

MILLARD, WILLIAM FRANCIS, printer, Lawrie-pl, Kirkdale, Sydenham. Pet. Nov. 26. Dec. 12, at three, at office of Sol. Ody, Trinity-sq, Southwark

NEWBERRY, GEORGE, baker, Landport. Pet. Dec. 1. Dec. 18, at four, at office of Sol. King, Portsea

ORAM, CHARLES, commercial clerk, Acacia-cottages, Acacia-rd, Wood-green. Pet. Nov. 29. Dec. 19, at three, at offices of Sol. Knight, Newgate-st

OWENS, JOHN, farmer, Pant-glas, par. Llanasa. Pet. Dec. 1. Dec. 17, at twelve, at the Mostyn hotel, Mostyn. Sol. Jones, Conway

POCOCK, LEWIS, picture dealer, Pall Mall. Pet. Dec. 3. Dec. 22, at two, at offices of Sols. Linklater and Co., Walbrook

PRICE, THOMAS, wine merchant, Wrexham. Pet. Dec. 2. Dec. 19, at two, at offices of Sols. Bridgman, Weaver, and Jones, Westminster-bldgs, Newgate-st

PRUNIERES, BERTRAND, and PRUNIERES, FREDERICK, cabinet makers, Eden-st, Hampstead-rd. Pet. Nov. 27. Dec. 15, joint creditors, at three, at the Guildhall coffee-house, Gresham-st; Dec. 16, sep. creditors of B. Prunières, at two; sep. creditors of F. Prunières, at three, at office of Sols. Philip and Behrend, Pancras-la, Queen-st

REED, GEORGE, general dealer, Inverness-rd, Bayswater. Pet. Nov. 25. Dec. 13, at two, at office of Sol. Allen, Brunswick-square

ROSSITER, WILLIAM, wheelwright, Shearstone, par. North Petherton. Pet. Dec. 1. Dec. 18, at twelve, at office of Sols. Reed and Cook, Bridgewater

ROWLAND, ALEXANDER CAMPBELL, professor of music, Southampton. Pet. Nov. 29. Dec. 17, at one, at offices of Sols. Bradby and Robins, Southampton

SADLER, HARVEY HENRY, beerseller, Heybridge. Pet. Dec. 2. Dec. 23, at eleven, at the King's Head inn, Maldon. Sols. Messrs. Digby, Maldon

SAUNDERS, HENRY JAMES, butcher, Tyler-st, Regent-st. Pet. Dec. 1. Dec. 17, at twelve, at office of Sol. Hewlett, Serle-st, Lincoln's-inn-fields

SHARMAN, SAMUEL, hairdresser, Allington-st, Pimlico. Pet. Nov 21. Dec. 11, at three, at offices of Sol. Bassett, Titchborne-st, Regent-circus

SHAW, HENRY, brickmaker, Timperly. Pet. Dec. 2. Dec. 17, at three, at office of Sols. Nicholls, Hinde, and Co., Altrincham

SHERRIN, CHRISTIANA, artificial florist, Motcombe-st, Belgrave-sq. Pet. Nov. 27. Dec. 15, at two, at office of Sol. Hutchinson, Vauxhall-bridge-rd

SHEWBROOKS, SAMUEL, builder, Taunton. Pet. Dec. 3. Dec. 31, at eleven, at office of Sol. Kite, Taunton

SHIERS, MICHAEL, confectioner, Brixton-rd. Pet. Dec. 3. Dec. 23, at eleven at office of Sols. Messrs. Paddison, Lincoln's-inn-fields

SKINNER, WILLIAM BARRETT, upholsterer, Witney. Pet. Nov 21. Dec. 17, at half-past eleven, at office of Sol. Mallam, Oxford

SMITH, RICHARD HENRY, farmer, Beauchamp Roothing. Pet. Nov. 29. Dec. 22, at eleven, at Blyth, solicitor, Chelmsford. Sol. Smith, High Ongar

SPERRING, JOHN JOSEPH, veterinary surgeon, Bristol. Pet. Dec. 1. Dec. 16, at two, at offices of Sol. Lane, Bristol

STEWART, WILLIAM, tailor, Newcastle. Pet. Dec. 2. Dec. 18, at four, at the Turk's Head hotel, Newcastle. Sol. Milnes, Huddersfield

STILL, FRANK, general warehouseman, Salisbury. Pet. Nov. 29. Dec. 17, at three, at office of Sol. Hodding, Salisbury

SYMONS, ROBERT, photographer, Tenby. Pet. Nov. 29. Dec. 15, at twelve, at the Townhall, Carmarthen. Sol. Stokes, Tenby

TUCKER, WILLIAM, hatter, Fenchurch-st. Pet. Dec. 1. Dec. 15, Messrs. Lindo, 13, King's Arms-yd, Moorgate-st, in lieu of the place originally named

THOUTT, GEORGE, auctioneer, Twerton. Pet. Dec. 2. Dec. 20, at twelve, at 26, Carey-st, Lincoln's-inn. Sol. Barnum, Bath

TUDOR, ROBERT, cotton doubler, Bollington. Pet. Dec. 3. Dec. 22, at one, at the Turner's Arms inn, Bollington. Sols. Parrott, May, and Sons

VINCENT, HARRIET COLSTON, widow, innkeeper, Blaenavon. Pet. Dec. 1. Dec. 19, at two, at office of Sol. Lloyd, Pontypool

WAKELIN, JOHN, victualler, Ironmonger-row, St. Luke's. Pet. Nov. 22. Dec. 17, at three, at office of Sol. Chidley, Old Jewry

WATSON, JAMES, painter, Bacup. Pet. Dec. 2. Dec. 30, at three, at the Dog and Partridge hotel, Manchester. Sol. Sykes, Bacup

WATSON, WILLIAM, chemist, Old Broad-st. Pet. Dec. 2. Dec. 18, two, at office of Sols. Rees, Lane, and Co., Bush-la, Cannon-st

WAYLAND, JAMES RICHARD, baker, Camden-pk-rd. Pet. Dec. 2. Dec. 19, at two, at office of Sol. Poole, Bartholomew-close

WEVILL, ELIZABETH, widow, out of business Sampford Brett. Dec. 22, at twelve, at office of Sol. Ward, Bristol

WILDERSPIN, ROBERT, greengrocer, Bethnal-green-rd. Pet. Nov. 22. Dec. 18, at three, at office of Sol. Lewis, Hatton-gdn, Holborn

WILSON, RICHARD, grocer, Northwich. Pet. Dec. 1. Dec. 9, at eleven, at the Wheat Sheaf inn, Over

WOODWARD, BENJAMIN, carpet manufacturer, Kidderminster. Pet. Dec. 2. Dec. 17, at three, at the Lion hotel, Kidderminster Sol. Morton, Kidderminster

ZERLENDI, NICHOLAS MICHEL, merchant, Great Winchester-st. Pet. Dec. 4. Dec. 24, at two, at Kemp, Ford, and Co., Walbrook. Sols. Hillyer, Fenwick, and Stibbard, Fenchurch-st

Gazette, Dec. 9.

ASTON, JOSEPH, ironmonger, Kentish-town-rd. Pet. Dec. 5. Dec. 23, at twelve, at offices of Sol. Jones, Walbrook-bldgs

BARKER, JOHN THEODORE, architect, Furnival's-inn, and Rose Cottage, Wellesley-rd, Croydon. Pet. Dec. 6. Dec. 22, at two, at office of Sol. Fryer, Gray's-inn-pl, Gray's-inn

BILLINGTON, JOHN, garket gardener, Southfield-rd, Turnham-green, Acton. Pet. Dec. 4. Dec. 22, at one, at office of Sols. Brown and Waters, Lincoln's-inn-fields

BIRD, LEONARD STANLEY, shoemaker, Stroud. Pet. Dec. 4. Dec. 20, at three, at office of Sol. Jackson, Stroud

BOWSTEAD, JOHN FRANCIS, merchant, Birmingham. Pet. Dec. 3. Dec. 18, at three, at office of Sol. Fitter, Birmingham

BRYAN, THOMAS, grocer, Longton. Pet. Dec. 3. Dec. 22, at eleven, at office of Sols. Messrs. Tomkinson, Burslem

BURGHALL, EDGAR, bookkeeper, Liverpool. Pet. Dec. 5. Dec. 29, at two, at the Stork hotel, Liverpool. Sols. Bridgeman, Weaver, and Jones, Chester

BURN, WILLIAM, builder, Blyth. Pet. Dec. 4. Dec. 19, at twelve at office of Sol. Garbut, Newcastle-upon-Tyne

BUSHBY, ROBERT WILLIAM, farmer, Bognor. Pet. Dec. 5. Dec. 24, at eleven, at the Dolphin hotel, Chichester. Sol. Arnold, Chichester

CALVERT, JOHN, draper, Leeds. Pet. Dec. 6. Dec. 23, at two, at office of Sol. Carr, Leeds

CAREY, FREDERICK WILLIAM, cook-shop keeper, Old Castle-st, Bethnal-green. Pet. Dec. 6. Dec. 24, at two, at office of Sol. Nind, St. Benet's-pl, Gracechurch-st

CASTELL, GEORGE, packing case manufacturer, Tenter-st, Little Moorfields. Pet. Dec. 6. Dec. 23, at eleven, at 22, Tenter-st, Little Moorfields. Sol. Hicks, Annis-rd, South Hackney

DANN, JAMES, boot manufacturer, Leicester. Pet. Dec. 6. Dec. 23, at twelve, at office of Sol. Harvey, Leicester

DAVIS, SOLOMON, legging manufacturer, Widegate-st, Bishopsgate-st-without. Pet. Dec 3. Dec. 19, at twelve, at office of Sol. Levirton, Bishopsgate-st-within

DOWNING, EDWARD JAMES, clerk, Bristol. Pet. Dec. 5. Dec. 19, at two, at office of Sol. Beckingham, Bristol

EVANS, EVAN HARRIS, barman Aberoare. Pet. Dec. 3. Dec. 20, at one, at office of Sols. Simons and Plews, Merthyr Tydfil

FAIRLIE, CHARLES SHAKESHAFT, sun blind manufacturer, Princes-st, Rotherhithe. Pet. Dec. 1. Dec. 17, at one, at office of Sol. Nind, St Benet-pl, Gracechurch-st

FARROW, JOHN WESTLEY, of no occupation, Bulwell. Pet. Dec. Dec. 27, at three, at office of Sols. Cranch, Rowe, and Stroud, Nottingham

FARROW, JOSEPH, out of business, Colchester. Pet. Dec. 2. Dec. 22, at twelve, at office of Sol. Prior, Colchester

FOY, MICHAEL JOSEPH, bootmaker, Leomin.ster. Pet. Dec. 4. Dec. 22, at twelve, at the Royal Oak hotel, Leominster. Sol. Gregg, Leominster

FRASER, JAMES, and PRUDHOE, GEORGE, contractors, Sunderland. Pet. Dec. 4. Dec. 22, at one, at office of Sol. Hall, Sunderland

FRYETT, WALTER FREDERICK, oilman, Goswell-rd, Clerkenwell. Pet. Dec. 1. Dec. 17, at eleven, at offices of Coles, Wilson, and Co., Bishopsgate-st-within. Sol. Dobson, Southampton-bldgs

FYNMORE, ELIZA, (also known as Foster, Eliza), lodging-house keeper, Great Cumbridge st, Hackney-rd, and Clapham-rd, London, and Southend. Pet. Nov. 29. Dec. 17, at two, at Sanderson's hotel, Bevois-st, 28A, Basinghall-st.

GAWTHORP, MARY, innkeeper, Carlisle. Pet. Dec. 3. Dec. 23, at three, at office of Sol. McAlpin, Carlisle

GILMAN, JOSEPH COPELAND, commission merchant, Manchester. Pet. Dec. 5 Dec. 19, at three, at office of Sols. Sutton and Elliott, Manchester

HARTLEY, RICHARD, fuller, Halifax. Pet. Dec. 4. Dec. 19, at eleven, at office of Sol. Longbottom, Halifax

HAWKES, WALTER, butcher, Cambridge. Pet. Dec. 6. Dec. 23, at eleven, at offices of Sols. Ellison and Burrows, Cambridge

HOLLAND, HENRY RICHARD, out of business, Walsall. Pet. Dec. 4. Dec. 23, at eleven, at office of Sol. Adams, Walsall

IMPEY, THOMAS, auctioneer, Ironmonger-la. Pet. Dec. 4. Dec. 23, at twelve, at offices of Nicholson, 7 and 8, London-bridge Railway-approach, Southwark. Sol. Turner, London-bridge Railway-approach

JACOB, PHILIP, glass dealer, Birmingham. Pet. Dec. 2. Dec. 17, at ten, at office of Sol. East, Birmingham

JOUBERT, HENRI CHARLES RENE, and JOUBERT, JULES, upholsterers, Percy-st, Bedford-sq, and King-st, Hammersmith. Pet. Dec. 4. Dec. 19, at two, at office of Sol. Barker, St. Michael's-alley, Cornhill

KING, GEORGE BRIGGS, commission agent, Birmingham. Pet. Dec. 6. Dec. 23, at twelve, at office of Sol. Griffin, Birmingham

KNOWLES, JOSEPH, and PARKER, JAMES, cotton waste dealers, Manchester. Pet. Dec. 4. Dec 23, at three, at offices of Sols. Messrs. Heath, Manchester

LANGLEY, WILLIAM, out of business, Wensbeck-rd, Victoria-pk. Pet. Dec. 6. Dec. 22, at eleven, at office of Sol. Swaine, Cheapside

LEE, HENRY MICHAEL, patentee, Carburton-st, Great Portland-st. Pet. Nov. 22. Dec. 19, at eleven, at office of Sol. Lind, Beaufort-bldgs, Strand

MANNING, GEORGE, student of theology, Hoylake. Pet. Dec. 6. Dec. 30, at two, at office of Gibson and Holland, accountants, 10, South John st, Liverpool. Sols. Anderson, Collins, and Robinson, Liverpool

MERRIMAN, WILLIAM, mercer, Monkwearmouth. Pet. Dec. 1 Dec. 24, at half-past eleven, at office of Sol. Skinner, Sunderland

MILLS, FRANCIS, beer-house keeper, Tonbridge-st, Euston-rd. Pet. Dec. 4. Dec. 23, at eleven, at offices of Lovering, 35, Gresham-st. Sol. Harston, Gresham-st

MITTONETTE, FREDERICK, metal broker, Sedgley. Pet. Dec. 5. Dec. 20, at twelve, at office of Sol. Barrow, Wolverhampton

MOLINEUX, WILLIAM, jun., painter, Stockton-on-Tees. Pet. Dec. 5. Dec. 22, at three, at office of Sol. Addenbrooke, Middlesborough

OGDEN, WILLIAM, tin plate worker, Bolton. Pet. Dec. 5. Dec. 24, at ten, at offices of Sols. Richardson and Dowling, Bolton

OUNSWORTH, WILLIAM HENRY, boot manufacturer, Leeds. Pet. Dec. 4. Dec. 22, at eleven, at Wharton's hotel, Leeds. Sol. Harle

OWEN, THOMAS, wine merchant, Llandudno. Pet. Dec. 4. Dec. 20, at two, at the Blossoms hotel, Chester. Sol. Dallow, Wolverhampton

PAYNE, WALTER, bootmaker, Slough. Pet. Dec. 4. Dec. 20, at two, at at office of Sol. Stopher, Coleman-st, London

PERKS, WILLIAM, and WOOD, RICHARD JOSEPH, wholesale tea dealers, Mark-la. Pet. Dec. 4. Dec. 31, at half-past three, at office of Sols. Messrs. Bastard, Brabant-ct

PERKS, WILLIAM, and WOOD, RICHARD JOSEPH, wholesale tea dealers, Mark-la. Pet. Dec. 4. Dec. 31, at three, at offices of Sols. Messrs. Bastard, Brabant-ct

PETTY WILLIAM HENRY, merchant, South-st, Finsbury. Pet. Dec. 5. Jan. 2, at eleven, at the Guildhall coffee-house, Gresham-st. Sols. Ingle, Cooper, and Holmes, Threadneedle-street

PHILLIPS, BENJAMIN, draper, Bridgend. Pet. Dec. 5. Dec. 18, at eleven, at office of Barnard, Thomas, Tribe, and Co. Bristol. Sols. Davies and Hartland, Swansea

PODMORE, HENRY, wheelwright, Bewley. Pet. Dec. 4. Dec. 19, at eleven, at offices of Sol. Blewitt, Birmingham

PRIEST, JOHN, out of business, Tettenhall. Pet. Dec. 4. Dec. 20, at eleven, at office of Sol. Barrow, Wolverhampton

RICHARDS, EDWARD, builder, Hereford. Pet. Dec. 3. Dec. 20, at half-past three, at office of Sol. Corner, Hereford

READ, SARAH, linen draper, Scarborough. Pet. Dec. 5. Dec. 23, at one, at office of Sols. Rooke and Midgley, Leeds

REDNALL, WILLIAM RUSH, druggist, Cullompton. Pet. Dec. 4. Dec. 23, at eleven, at office of Mr. Andrew, 12, Bedford-circus, Exeter

SAVAGE, STEPHEN, licensed victualler, Bangor. Pet. Dec. 4. Dec. 22, at two, at the Friars Vaults, Bangor. Sol. Foulkes, Bangor

SIMPSON, JOSEPH, engineer, Budge row, Cannon-st. Pet. Dec. 4. Jan. 2, at two, at office of Sol. Brown, Basinghall-st

SPENCE, THOMAS WILLIAM, retailer of beer, Darlington. Pet. Dec. 5. Dec. 23, at two, at offices of Sol. Robinson, Darlington

STAIGHT, THOMAS, out of business, Overbury. Pet. Dec. 3. Dec. 24, at eleven, at the Swan hotel, Tewkesbury. Sol. Martin Pershore

YANDELL, SAMUEL, carpenter, Taunton. Pet. Dec. 6. Dec. 23, at one, at office of Sols. Reed and Cook, Bridgwater

TAYLDER, WILLIAM POTTER, draper, Penryn. Pet. Dec. 6. Dec. 24, at twelve, at office of Sols. Carlyon and Paull, Truro

TRAYNOR, CHRISTOPHER, hair dresser, Sheffield. Pet. Dec. 4. Dec. 19, at three, at office of Sol. Gee, Sheffield

TUGMAN, SAMUEL, and BRADSHAW, SYLVESTER CHRISTOPHER, merchants, Liverpool. Pet. Dec. 4. Dec. 29, at one, at the Law Association Rooms, Liverpool. Sols. Thornley and Diamore, Liverpool

VAUGHAN, WILLIAM, innkeeper, Welshpool. Pet. Dec. 5. Dec. 20, at twelve, at offices of Sols. Harrison, Welshpool

WATTS, EDWARD, grocer, Ashoott. Pet. Dec. 3. Dec. 18, at twelve, at the Railway hotel, Bridgwater. Sol. Hobbs, jun., Wells

WHALLEY, RICHARD, grocer, Ashton-under-Lyne. Pet. Dec. 4. Dec. 19, at three, at offices of Sols. Addlesshaw and Warburton, Manchester

WHITEHEAD, JAMES, agent, Coborn-row, Bow. Pet. Dec. 6 Dec. 23, at three, at office of Sol. Swaine, Cheapside

WHITESMITH JOHN THOMAS, boot manufacturer, Kidderminster. Pet. Dec. 5. Dec. 22, at three, at office of Sol. Corbet, Kidderminster

WILKINS, MATTHEW, varnish merchant, Aston, near Birmingham. Pet. Dec. 4. Dec. 19, at twelve, at office of Sol. Free, Birmingham

WILLIAMS, THOMAS, grocer, Birmingham. Pet. Dec. 4. Dec. 19, at ten at office of Sol. Beaton, Birmingham

WILSON, PETER, baker, Stilton. Pet. Dec. 3. Dec. 20, at eleven, at the Wentworth hotel, Peterborough. Sol. Graves, Whittlesey

WOODHEAD, HENRY, beerhouse keeper, Sheffield. Pet. Dec. 9. Dec. 23, at twelve, at office of Sol. Fernell, Sheffield

WOODMAN, THOMAS, hosier, Tipton. Pet. Dec. 5. Dec. 22, at three, at office of Sol. Travis, Tipton

WOOD, REUBEN, tripe dresser, Manchester. Pet. Dec. 5. Dec. 23, at twelve, at offices of Messrs. Homer, Manchester. Sol. Law, Manchester

ZUCKER, CHARLES, watchmaker, Kensington-pk-rd, Nottinghill. Pet. Nov. 28. Dec. 18, at two, at office of Sol. Marshall, Lincoln's-inn-fields

Dibidends.

BANKRUPTS' ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Williams, T. grocer, second, 3d. Stone, Liverpool

Chapman, E. merchant, final, 5s. 5½d. At W. J. White and Co. accountants, 33, King-st, Cheapside.—*Edwards*, J. timber dealer, third and final, 7s. At Trust. H. G. Nicholson, Norfolk-st, Manchester.—*Laing*, J. fish merchant, second and final, 1s. 6¾d. At Trust. M. Ingerson, Flottergate, Grimsby.—*Hall*, J. jun., hosier, first, 4s. At Trust. C. J. Buckley, 43, Market-st, Bradford.—*Hughes*, E. tailor, first, 2s. At Trust. C. H. Rees, 5, Castle-st, Carnarvon.—*Lees*, H. A. cotton merchant, first, 6s. 8d. At Trust. H. Bolland, 10, South John-st, Live.pool.—*Palmer*, H. D. clerk in the civil service, first, 4s. At Messrs. Learoyd, 11, South-st, Finsbury.—*Scorah*, G. timber merchant, further, second and final, 2s. 6d. At Trust. J. U. Wing, Rideaux-chmbs, Change alley, Sheffield.—*Walker*, W. and J. Cramers, first and final, 1s. 8d. At Trust. A. McDowall, 31A, Watling-st

INSOLVENTS' ESTATES.

Apply at Provisional Assignee's Office, Portugal-st, Lincoln's inn, between 11 and 2 on Tuesdays.

Dickinson, R. C. general merchant, first, 3s. 4d.—*Peart*, T. out of business, first, 6s. 9d.—*Wilder*, D. H. master in navy, fourth, 2s. 6d.

Orders of Discharge.

Gazette, Nov. 25.

DOW, THOMAS, baker, Hackney

Gazette, Nov. 28.

BLYTHE, THOMAS MARTIN, and MOORE, ARTHUR, Liverpool

Gazette, Dec. 2.

RANKIN, ALFRED, commission agent, Philip-ter, Philip-la, Tottenham

Gazette, Dec. 5.

COLEMAN, WILLIAM WARMAN, surgeon, Plumstead-rd, Woolwich

MANNING, HENRY, jeweller, York

BIRTHS MARRIAGES AND DEATHS

BIRTHS.

JELF.—On the 3rd inst., at 3, Burston-road, Putney, the wife of Arthur Richard Jelf, Esq., barrister-at-law, of a son.

KNOCKER.—On the 4th inst., at The Hazels, Great Dunmow, Essex, the wife (of William Wheatley Knocker, solicitor, of a son.

WRIGHT.—On the 7th inst., at Spencer-road, Putney, the wife of H. Wildey Wright, Esq., barrister-at-law, of a son.

YOUNG.—On the 3rd inst., at 14, Onslow-square, the wife of Francis Young, Esq., barrister-at-law, of a daughter.

MARRIAGES.

BELLINGHAM — CLAYDEN.—On the 2nd inst., at Oakley, near Bishop's Stortford, Edward Nugent Bellingham, of Swansea, solicitor, to Caroline, second daughter of the late John Clayden, Esq., of Littlebury.

KING—LESSON.—On the 6th inst., at Chiswick, William King, of Lincoln's-inn, Esq., barrister-at-law, to Eleanor Constance, only daughter of the late John Seymour Lesson, Esq.,

THIMBLEBY — RICHARDSON.—On the 4th inst., at St. John's Church, Wheatone, Finchley, by the Rev. Joseph Spence, Rector of East Keal, Lincolnshire, Uncle of the bridegroom, assisted by the Rev. Alfred Kaye, Incumbent of Whetstone, Thomas William Thimbleby, only son of Thomas Thimbleby, Esq., Avenue House, Spilsby, to Mary Elizabeth, only child of the late Frank Richardson, Esq., of Hameringham, Lincolnshire. No cards.

DEATHS.

ROSE.—On the 3rd inst., at Brighton, aged 91, the Hon. Sir George Rose, F.R. S., late Judge of Court of Review.

TWOPENY.—On the 5th inst., in Upper Grosvenor-street, aged 76, William Twopeny, formerly of the Middle Temple, barrister-at-law

THE COUNTRY: A JOURNAL OF RURAL PURSUITS.

CONTENTS FOR THURSDAY, DEC. 11:

Training Dogs: Pointers and Setters.
Fascination.
The Planting of Fruit Trees.
Forcing Lily of the Valley.
Garden Calendar: Vegetables—December.
Agricultural Exhibitions: Smithfield Club Cattle Show, Plymouth Agricultural Exhibition, Birmingham, Highland and Agricultural Society, Stirling, York, Berwick.
Horticultural Exhibitions: Royal Horticultural Society.
Game at the Crystal Palace.
The Hamburghs at Birmingham.
Poultry and Rabbit Exhibitions: Stenhousemuir, Birmingham: Pigeons, Maidstone, Montrose, Oakham (Rutland), Reigate, Plymouth, Cambridge.
Aviary and Apiary Exhibitions: Montrose, Stenhousemuir.
Hare and Hounds.
Association Challenge Cup.
Fishing, Shooting, Natural Science, Geographical, Farm, Garden, Athletic, Aquatic, Football, Golf, Quoits, Bicycling, Racquets, and Billiards News of the Week.

Office: 32, Wellington-street, Strand, London.

To Readers and Correspondents.

JUSTITIA.—We cannot give opinions on questions of law.
W. D. BALLANTYNE.—Consult a solicitor; or, if you are a solicitor, consult counsel.
SEVERAL important communications unavoidably stand over.
Anonymous communications are invariably rejected.

NOTICE.

The LAW TIMES goes to press on Thursday evening, that it may be received in the remotest parts of the country on Saturday morning. Communications and Advertisements must be transmitted accordingly. None can appear that do not reach the office by Thursday afternoon's post.

All communications intended for the Editor of the Solicitors' Department should be so addressed.

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NOTICE.—CHRISTMAS DAY AND BANK HOLIDAY.

Correspondents and Advertisers must send their letters by Tuesday evening's post for insertion in next week's issue of this paper.

The Law and the Lawyers.

THE office of Associate on the Northern Circuit is one of some importance, as also is that of Prothonotary for the County of Lancaster. Both these offices have for twenty-seven years been filled by Mr. EDMUND ROBERT HARRIS. That gentleman has now retired owing to ill-health, to the general regret of the Profession. We understand that Mr. THOMAS SHUTTLEWORTH, solicitor, son of the clerk of arraigns, has been appointed Mr. HARRIS's successor as Judges' Associate, but that, owing to the increase of business on the Northern Circuit, the duties of prothonotary will be divided, Mr. SHUTTLEWORTH being Prothonotary for Lancaster, Mr. WORTHINGTON for Manchester, and Mr. T. E. PAGET for Liverpool. Mr. SHUTTLEWORTH's appointment as Judges' Associate has, we believe, given great satisfaction to the Bar.

THE Supreme Court of the United States, in a most elaborate judgment, reviewing all the authorities, has decided that a common carrier cannot lawfully stipulate for exemption from responsibility when such exemption is not just and reasonable in the eye of the law; further, that it is not just and reasonable in the eye of the law for a common carrier to stipulate for exemption from responsibility for the negligence of himself or his servants; and that these rules apply both to common carriers of goods and common carriers of passengers, and with special force to the latter.

A REMARK which we have met with in the "Memoir of Lord DENMAN," just published, recalls attention to the patronage still remaining in the hands of the Judges to be conferred upon the Bar. Every year the Judges who go circuit are besieged by applicants for revising barristerships, and in very rare instances is the appointment given to the most deserving aspirant. In a letter to COLERIDGE from the Midland Circuit in 1847 Lord DENMAN wrote: "I cannot help fancying that the Bar is becoming more a stage of transition than a status—an apprenticeship exacted by custom for obtaining some office, such as that of revising barrister, County Court Judge, or commissioner of some sort. I heartily wish the Judges were deprived of all patronage of this kind. Towards the end of the assizes the looks of expectation and disappointment are harrowing." The exercise of such patronage is a source of annoyance to the Bench and humiliation to the Bar.

A DEFECT, if such it is to be called, in the Ballot Act has been pointed out in a case which came before the Manchester County Court on the 8th and 13th inst. By the 42nd rule of the first schedule, the marked register is to be open to inspection. All the documents used at the municipal election are sent to the town clerk; and by the 29th rule of the same schedule the presiding officer is directed at the close of the poll to make up in a separate packet, sealed with his own seal and the seal of the candidates or their agents, the marked copies of the register of the voters and the counterfoils of the ballot papers. Consequently by this Act inspection is given of what by the Act is ordered to be sealed up. The difficulty was got over by application to the County Court Judge, who first heard the application in his private room and granted a rule *nisi* for inspection of the register, which by consent of the Town Clerk, was subsequently made absolute. A report of the case will appear under "Election Law" in due course.

A DECISION of the Chief Judge in Bankruptcy upon the effect of a settlement which purported to convey to trustees for the benefit of the intended wife, not alone all the settlor then possessed, but all he might acquire during coverture (*Ex parte Bolland; re Clint*, 29 L. T. Rep. N. S. 543), well deserves consideration. It appeared that the recitals of the deed described the property intended to be conveyed, namely, all and singular the real and personal estate which the settlor should at any time during coverture possess, and the covenants in the deed included even more words to carry out the same intention. There were trusts declared of the property he absolutely possessed at the time, but none of those comprised in the recital or the covenant. The settlor became bankrupt, and his trustee claimed the after-acquired property as part of his assets. The Chief Judge very properly, as we conceive, pronounced against the settlement, and held, first, that as there were no trusts expressed with reference to future property, it must be taken that the husband intended that such property should first be applied to his own use. Secondly, that such a settlement was clearly void as against creditors. He said, "If deeds of this description were to be acted upon it would be impossible for anyone to carry on business. Nothing was more opposed to justice and the policy of the law than that a man should be at liberty to execute such a deed whereby his property, even to his boots, became subject to the trusts of the settlement. Creditors had a right to make the debtor's property applicable to the payment of their demands, and the trustee in the bankruptcy was entitled to the shares"—which had been bought during coverture.

AN application of some practical importance was made to Vice-Chancellor MALINS on the 13th inst., resulting, it is believed, in a departure for the first time from the ordinary practice of the Court of Chancery of appointing a special examiner to take the evidence of witnesses resident abroad. The witnesses proposed to be examined reside in France, and were admittedly unwilling witnesses. They would not voluntarily attend before any examiner or tribunal, and the order sought was to be directed to the President and Judges of the Tribunal Civil de Première Instance of the Department of the Seine sitting at Paris, requesting them to accept a commission from the Court of Chancery to delegate one or more Judges of the Tribunal who should be charged to proceed to an inquiry in the form of French civil procedure, and to summon the witnesses resident in their jurisdiction to be examined upon certain allegations contained in the summons. The objection urged to the adoption of the course was that the French tribunal would not take the evidence by examination and

cross-examination in our manner, nor permit counsel to conduct the examination, but would, according to its usual practice, examine the witnesses itself. The opinion of an eminent *avoué* was read to the effect that the French court in such a case would adopt the English procedure. The Vice-Chancellor thought that our Court of Chancery always had the power of directing commissions to issue for the examination of witnesses abroad, which was given to the Courts of Common Law by 1 Will. 4, c. 22. In pursuance of that power the Common Law Courts had issued commissions to Judges of foreign courts *ex. gr. Lumley* v. *Gye* (23 L. J. 112, Q. B.), and sitting in the Court of Chancery he considered that he had power to issue such a commission which he thought the best possible course to be adopted under the circumstances. Whilst not doubting the existence of the power thus exercised by the Vice-Chancellor we consider the necessity for its exercise an argument in favour of the assimilation of the laws, and if possible of the procedure, of the great trading countries.

THE County Court Judge of Dorsetshire, sitting at Bridport, has decided that a husband who gives his wife, privately, instructions not to run into debt with the baker, is not liable for bread supplied to his household on credit. His HONOUR said that this principle had been established by a case in the Court of Common Pleas. This is to us a novel and startling doctrine. A wife is *primâ facie* the agent of the husband in procuring household necessaries suited to his position in life. The defendant in the case before the County Court Judge was in receipt of 14*s.* weekly wages, the whole of which, he said, he gave to his wife, and told her to pay for what was required. She failed to pay the baker, who had no notice of the instructions to the wife. It was positively held that he could not recover against the husband. The most recent case decided in the Common Pleas is *Phillipson* v. *Hayter* (23 L. T. Rep. N. S. 556), where Lord Chief Justice BOVILL said, "The domestic arrangements of the family being usually left to the control of the wife, her authority extends to all those matters which fall within her department, as, for instance, the supply of provisions for the house, clothing for herself and children, and things of that sort. . . . Even that limited authority must, however, be subject to this condition, that the goods be suitable to the position which the husband allows his wife to assume." In the old case of *Etherington* v. *Parrott* (Salk. 118) a warning was given to the plaintiff's servant, by the husband, not to trust the wife any more. That was held to rebut the presumption of the wife's power to pledge her husband's credit. That a private prohibition to the wife should have the same effect would be an extraordinary extension of the law.

WE have recently discussed in these columns the right of a creditor of a bankrupt who has agreed to accept a composition, to sue for his original debt when there is a failure to pay the composition. On the 15th inst. the CHIEF JUDGE had before him this question in a somewhat peculiar form (*Ex parte The Radcliffe Investment Company, re Glover*). A composition having been accepted by creditors, payable by three instalments, on a basis which excluded a large creditor, this creditor was subsequently admitted to prove, and the debts upon which the composition was payable thereby becoming so much larger the debtors were unable to pay, and almost all the creditors agreed to accept a smaller sum in the pound as the third instalment, the creditor last admitted agreeing to reduce his debt. The appellant, however, refused to be bound by the resolution, and brought his action. The Deputy-Judge of the Manchester County Court restrained the action, and from that decision the creditor appealed. Lord Justice JAMES, in *Hatton's case* (27 L. T. Rep. N. S. 396; L. Rep. 7 Ch. 723) said: "There may be cases in which, by accident and not by default of the debtor, the composition is not duly paid, and then no doubt the court would relieve the debtor from the effect of any accident and remove any injustice" And the CHIEF JUDGE pointed out that the possibility of such an accident was contemplated by the Act, and creditors were, by the 126th section, 6th paragraph, entitled to "add to or vary the provisions of any composition previously accepted by them without prejudice to any persons taking interests under such provisions who do not assent to such addition or variation." His Lordship proceeded to remark that it was upon that clause that the case of the appellant rested, and in construing it he had to consider what was the general policy of the law, and not to attach a too literal construction to words which were apparently opposed to such policy. The word "persons" might no doubt, he said, include "creditors," but they would be bound by the first resolution; and creditors being the persons to be bound, it would be wrong to read the word as meaning "creditors," unless it was impossible to ascribe any other meaning to it. By the terms of the 7th clause the provisions of a composition accepted by an extraordinary resolution were binding on all the creditors whose names appeared in the statement of the debtor produced to the meetings at which the resolution was passed, but did not affect or prejudice the rights of any other creditors. The meaning of the clause was perfectly obvious. The creditors in this case being satisfied, from what had occurred, that the assets would not pay 11*s.* in the pound, unanimously agreed to accept less; and, if they could not do so, the Act of Parliament had passed in vain. We quite agree with the learned Judge in his conclusion, "that great mischief and injustice would be done to the other creditors if the Court suffered the appellant, by reason of the accident, to continue the action, for the company was as much bound by the terms of the second resolution as it was by the terms of the first, to which it was a party." The appeal was consequently dismissed.

IN our issue of the 6th inst., we made what we considered to be some very fair remarks upon an article appearing in the *Irish Law Times*, concerning the relations existing between the Judges of the common law side of the Four Courts. We ventured to describe our contemporary's article as "a lively Irish sketch," and we questioned whether it was true to life. We doubted whether the Irish Judges would act as we thought our contemporary suggested, and our construction of what he did say is disputed. In our own justification, and for the benefit of the Irish Judges, we give our comments and our critic's reply in parallel columns:

Law Times.

IF we may form an opinion upon some observations which appear in the last number of the *Irish Law Times*, we need have little scruple in reforming the courts of law in Ireland, and abolishing the intermediate Court of Appeal. We have rarely seen so graphic a description of utter confusion as we find in the columns of our contemporary, and in order that we may not understate the case we will give his own words: "As the courts are at present constituted," we are told, "they do not satisfy the public or themselves, either in the manner they discharge their own business, or review each other's decisions. The courts of first instance, or those which hear and decide cases of pleading and practice on the common law side of the Hall of the Four Courts, and *control* the trial and decision of questions of law and fact after their disposal at Nisi Prius, *are jealous of their respective regulations, differ in their views, clash in the exercise of their respective jurisdictions, and when reviewing each other's decisions in the Court of Error, as at present constituted, 'pay each other off,' without much consideration or respect.* When the Common Pleas and Exchequer *fancy* they catch the Queen's Bench at fault, *they trip them up unmercifully*, and when the Queen's Bench come round in their turn to take either of their former critics to task, *they feel disposed to return the compliment with interest.* We sometimes find great questions decided on appeal to the Court of Error, by a minority of judges overruling the decision of the majority, and the public are obliged to be content with the law thus laid down, although the reasoning, as well as the number, of the dissentients is more to be relied on. As to the courts of the Master of the Rolls and the Vice-Chancellor, on the Equity side, we are constrained to say they have each their *respective views*, and although in the main they have earned the respect and confidence of the public, yet their practice and procedure are not what the Profession and the public desire, especially in the subordinate offices attached to each." This we venture to think is a lively Irish sketch, and one in which implicit trust ought not to be placed. It is hardly credible that a number of educated gentlemen, entrusted with the highest functions in the State, should administer the law according to the bias of their personal feelings. The Court of Appeal our contemporary is rather shy of, simply observing that matters there have become too exciting to be pleasant. Anything that the Legislature may do with these courts cannot assuredly make them worse than they are—if we believe the *Irish Law Times.*

Irish Law Times.

OUR contemporary has thought proper to question the truth of the description contained in our second last issue of the unsatisfactory manner in which our Court of Exchequer Chamber is constituted in this country, and the way in which the several Courts of Common Law review each other's decisions when considering them in appeal. We do not question the right of the *Law Times* to criticise our views or impugn our veracity when they catch us tripping, but we protest against violent presumptions on the part of our respected contemporary, especially when they are put forward without any knowledge of the subject, and when the meaning and intent of our observations are distorted and misconstrued. After quoting the portion of our article to which we refer, the writer in the *Law Times* thus proceeds:—"This, we venture to think, is a lively Irish sketch, and one in which implicit trust ought not to be placed." "It is hardly credible that a number of gentlemen entrusted with the highest functions in the State should administer the law according to the bias of their personal feelings." The sneer at our national vivacity contained in the first sentence may be attributable to either contempt or jealousy. If the former we can outlive it, in the hope that, when the *Law Times* "*ventures* to think" again, it will confine itself to that harmless operation of the mind, and hesitate ere it publishes its ruminations. If the latter, we are not surprised when we read the laboured articles in its columns, and especially the succeeding one to that we complain of, and which endeavours to give an account of the very want of uniformity in the practice and procedure of the English courts which we complain of as existing in the Irish. As to the latter imputation, we emphatically deny that we ever insinuated that any member of the Irish Bench could be capable of "administering the law according to the bias of his personal feelings." It is notorious that our Irish Judges entertain for each other the warmest feelings of personal friendship, and fully appreciate each other's worth. "The bias of personal feelings," is unknown amongst our Common Law Judges, and that fact tends to reflect greater credit on the impartiality with which the different courts review each other's decisions, and do no hesitate to reverse them according to the honest dictates of their impartial judgment. We have not found fault with "the educated gentlemen entrusted with the highest functions in the State," but we did find fault with the system which, in England, as well as here, make courts of first instance entertain in succession appeals from each other's decisions, and thus leads to the absurdity of the few overruling the many, and the conflict of authority which has been the subject of well-grounded complaint in Westminster Hall as well as in the Dublin Four Courts.

LIMITED RIGHTS OF WAY.

IT being now so much the practice of Parliament to grant to public undertakings large powers of taking lands, it is obviously of importance, in the first place, to see that proper reservations of the rights of owners and occupiers of adjacent lands and property are inserted in the particular Acts of Parliament; and, secondly, that the rights so reserved are not curtailed or annihilated. The dangers which attend the user of land so taken are pointed out by the case of the *United Land Company* v. *The Great Eastern Railway Company* (29 L. L. Rep. N. S. 498). The railway company, requiring certain Crown lands for the purposes of a railway, entered into an agreement with the Royal Commissioners to make two level crossings upon the railway for the more convenient enjoyment of the adjacent lands of her Majesty. The plaintiff company became the purchasers of some of these lands, and it was in respect of a right claimed by them to have a way over the level crossings to the buildings erected on such lands that the bill was filed.

The contention on the part of the defendant company was, that inasmuch as at the time the level crossings were made, the adjoining land was only mud and marsh land, the level crossings could only be used for the purpose to which land in that state was applicable. On the other side, it was said that building being a purpose to which the land might be properly applied, convenient communications for the residents in buildings so erected were necessarily reserved. The railway company urged the great inconvenience which would be entailed by all the residents having a right to cross the railway. It will be seen that this raises very neatly a question of law of much practical importance.

Let us consider, first, the elementary proposition with regard to rights of way. It is perfectly clear that there may be grants of limited rights of way; and limited rights of way may be acquired by user. For example, a way may be granted for agricultural purposes only (*Reynolds* v. *Edwardes*, Willes, 282), or for the carriage of coals only (*Iveson* v. *Moore*, 3 Ld. Raym. 291). And evidence of an user of a road with horses, carts, and carriages, for certain purposes, does not necessarily prove a right of road for all purposes, but the extent of the right is a question for the jury under all the circumstances. If the way is confined to a particular purpose, the jury ought not to extend it; but if it is proved to have been used for a variety of purposes, the jury may be warranted in finding a way for all. Among other authorities for these propositions are *Hawkins* v. *Carbines* (27 L. J. 44, Ex.), and *Allan* v. *Gomme* (11 Ad. & Ell. 759.) There is a recent case which follows out the principles of these decisions. In *Williams* v. *James* (16 L. T. Rep. N. S. 664; L. Rep. 2 C. P. 577), a right of way for carting hay was disputed, on the ground of excess in using it for carting hay which had not been grown on the dominant tenement. Mr. Justice Willes there said: "In the case of proving a right by prescription, the user of the right is the only evidence. In the case of a grant the language of the instrument can be referred to, and it is of course for the court to construe that language; and in the absence of any clear indication of the intention of the parties, the maxim that a grant must be construed most strongly against the grantor must be applied. . . . The land in this case was a field in the country, and apparently only used for rustic purposes. . . . I quite agree with the argument that the right of way can only be used for the field in its ordinary use as a field. . . . The use must be the reasonable use for the purposes of the land in the condition in which it was while the user took place." And his Lordship took occasion to remark as to the extent of the right, that it could not be used for a manufactory built upon the field.

Now it is clear that the right claimed in the *United Land Company* v. *Great Eastern Railway Company* was a right in respect of a use of the land not existing at the time of the reservation. The land was marsh land; but because it was marsh, was all convenience of access to be cut off by the railway if the land was utilised? The Vice-Chancellor (Malins) said: "The use and enjoyment of land means the use and enjoyment of it in any manner that subsequent events may render expedient." This strikes us as a very wide doctrine, and taken generally as applied to rights acquired by prescription, it would undoubtedly be too wide; but in this case the defendant company's Act of Parliament bound them to make and construct such convenient communications across, over, or under their railway, as might be necessary "for the convenient enjoyment and occupation of the lands." And it was with reference to this that the Vice-Chancellor added to the above remarks: "Nothing can, in my opinion, be more narrow than the attempt to put upon the language of this Act of Parliament the construction that, because the land was used in a particular manner at that time (1847), it must necessarily be used in the same manner for all future time, or actually be blocked out from all communication with the outer world."

The "use and enjoyment of land" is a large expression. There is no restriction here, and on the authority of *Henning* v. *Burnett* (8 Ex. 197), and *Williams* v. *James* (*sup.*), it would seem clear that where the nature of the use and enjoyment of land is not specified, it cannot be implied that the land shall not be used for any purpose but that for which it is adapted when the right is acquired. Suppose, for example, coal or clay were discovered under the surface, could they not be worked in exercise of the "enjoyment" of the land? The circumstance in the case under notice of the land being taken by a railway company, furnishes a strong argument in favour of an affirmative answer to this question, for although a certain amount of private inconvenience is looked upon as allowable to secure a public benefit, it is also clear that more inconvenience and loss must not be inflicted upon the landowner than is absolutely necessary. To use the language of the Vice-Chancellor: "He is to have as much enjoyment, and as free use of his land after the railway is constructed as he had before, so far as the exercise of those rights does not interfere with the rights of the railway company and the rights of the public in running over those lands upon the railway."

This is no doubt an exceptional case, for the Vice-Chancellor declined to regard the railway as a servient tenement; but it, nevertheless, serves usefully to illustrate the general principles of our law.

THE FUTURE OF LEGAL EDUCATION.

IT must be a source of gratification to everyone interested in the study and practice of the law, that there are among the eminent members of the Profession a number of men who, feeling the utter inefficiency of the present system of legal education, are determined to do their utmost to carry a wise measure of reform. When the Legal Education Association was established under the presidency of Sir ROUNDELL PALMER, it became apparent that the subject of legal education was one which could no longer be trifled with; but unhappily, owing to the opposition of the present MASTER of the ROLLS, and the want of knowledge on the part of lay members, the resolutions brought forward in the House of Commons by Sir ROUNDELL PALMER were not carried. The elevation of the President of the Association to the woolsack raised another impediment to the progress of the movement, and the larger reform contained in the provisions of the Judicature Bill presented a still more formidable obstacle to the attainment of the objects of the Association. Fortunately, however, the LORD CHANCELLOR was good enough, whilst resigning the presidency of the association, to express his unabated interest in its aims, but his Lordship at the same time added to the burden of the Judicature Bill by bringing forward the Land Transfer Bill, and his hands thus became so full as to allow little hope to be entertained that he could find time to embody the resolutions which he introduced into the House of Commons in a Bill. By great good luck the Judicature Bill was carried; the Land Transfer Bill alone remains as a rival to the Bill for the Reform of Legal Education yet to be framed. Under these circumstances it became highly desirable that the Legal Education Association should ascertain what are the present views of the LORD CHANCELLOR, and what the prospect of carrying a Bill through Parliament. Hence the deputation which waited upon Lord SELBORNE on Friday in last week.

The result of that deputation may be very shortly stated. In the first place, it was said very plainly that what the Inns of Court have done in improving the education of barristers is not satisfactory. It is not in itself efficient, it is confined to the four Inns of Court, and at any time any one of the Inns may retire from the scheme and may call students in any way that it thinks proper. We have over and over again expressed the opinion that the divided and frequently conflicting interests of the Inns of Court unfit them to form an efficient governing body of a great profession. If they govern at all they do not govern well, and it was too much to expect that when abruptly aroused from the lethargy which is traditionary, the Inns should fashion a wise and liberal scheme of legal education. And as a fact it was found impossible to secure combined action; each Inn appointed their respective tutors and professors, and in a fit of zealous enthusiasm, Gray's Inn, at a moment when its very existence was threatened, owing to a slow but sure process of exhaustion, founded tempting scholarships. But the emptiness and absurdity of these spasmodic efforts was in the mind of every member of the Legal Education Association, and the impression was conveyed by Mr. AMPHLETT to the LORD CHANCELLOR. What did he propose in substitution? He proposed that which has been the scheme of the Association from its commencement—the establishment of a General School of Law, to which members of the Inns of Court, articled clerks, and the public should be admitted to study law. There is obviously no possible reason why a high order of education should be reserved for barristers. It is in every way desirable that a knowledge of law should be widely diffused—not a knowledge of practice and procedure, but a knowledge of broad general principles. It is now universally admitted that the study of law is as good a mental discipline as the study of mathematics, and there is certainly no reason why in the university or school articled clerks should not share to any extent they please in the advantages offered to students for the Bar. The Americans appear to entertain a somewhat exaggerated estimate of the importance of legal study, but it is an error on the right side. A correspondent of an American contemporary considers the study of the law inferior only to the highest—theology. He writes: "The subject of comparative scientific jurisprudence is, in itself, not merely the pursuit of themes of the most transcendent interest and importance, but in many aspects furnish the key to

the inner secrets of history, while enlarging our respect for the world in general, with the knowledge of the moral unity of mankind. It gives significance to facts in the history of other lands, without which all is mysterious and oftentimes unaccountable. It increases our reverence for the triumphs of human thought, as it makes known the fact that the great and good of all ages have contributed some ray to the noonday glory of our enlightened age. It enlarges the cosmopolitan spirit, for we soon discern that to foreign jurists and civilians we owe most of the scientific statement of jurisprudence. And again, it increases our respect for heroism and moral dignity; for it is true that most of the grandest principles have been born of mighty struggles, and the champions of great principles have often been the scorned and persecuted of their own day. Giants of moral power contemplating the truths of God are contemplated, rearing the science of liberty and just and equal law, often amidst the gloom of tyranny, superstition, and persecution. Indeed, there is but one theme higher than this, it is theology, and the science of religion."

To recur, however, to the practical question—What said the LORD CHANCELLOR? He reminded the deputation that he still had the Land Transfer Bill to carry through Parliament; but, nevertheless, he expressed a hope of being able at an early date to introduce a measure to the notice of his colleagues. Whether they will approve and adopt it, or any similar measure, of course his Lordship was unable to say. But, as an individual, he declared his sympathy with the association, and promised to draft a scheme which he proposed to submit to the Inns of Court, the Incorporated Law Society, and the Metropolitan and Provincial Law Association. In this measure he will not confine himself to the subject of legal education, but will deal also with the constitution of the Inns of Court. This we hail as a wise extension of the original scheme. There is no argument in favour of retaining the Inns of Court in their antiquated and practically useless form. A great profession needs no traditionary respectability of its so-called governing body to secure to it vitality and honour, and if the vast revenues of the Inns of Court were applied to education and to scholarships—which might give a few students annually the opportunities of earning a means of support during their first year or two at the Bar—instead of dinners and beadles, the Profession would feel the benefit of the change. The Inns of Court have done some good work; they still are useful in a limited degree. Their Benchers ought gladly to welcome a reform which makes them thoroughly efficient for all practical purposes of the Profession, or blots them out for ever.

THE SUPREME COURT OF JUDICATURE ACT 1873.

(*Continued from p.* 68.)

PART V. OFFICERS AND OFFICES—PART VI. JURISDICTION OF INFERIOR COURTS—PART VII. MISCELLANEOUS.

THE remaining parts of the Act require but cursory notice, as they are mostly general provisions for carrying into effect the enactments of the earlier sections.

The officers of all courts whose jurisdiction is by the Act transferred to the High Court or the Court of Appeal are to be attached to the High Court, and to continue to discharge the same or similar duties as they have hitherto discharged. The officers of Courts of Common Pleas, at Lancaster, and the Pleas, at Durham, are to continue to perform the same duties as heretofore, and their duties and fees will be regulated by rules of court. The personal officers of the Judges are to remain the same as they now are so far as regards the Judges of the High Court; the ordinary Judges of the Court of Appeal will be entitled to one clerk. The clerks' salaries, however, are reduced by the Act. Compensation to any officer of any court whose jurisdiction is abolished or transferred is provided for by the Act. The status of officers if in doubt is to be determined by rules of court provided that such rules do not alter the office, rank, salary, or pension of the officer, or require him to perform duties not analogous to those he has hitherto performed. Any person now empowered to administer oaths in any court whose jurisdiction is transferred will be a commissioner to administer oaths in the High Court or the Court of Appeal. The appointment of official referees is provided for: (sect. 83.) Their qualifications and the tenure of their offices is to be determined by the Lord Chancellor with the concurrence of the presidents of divisions, and with the sanction of the Treasury. Future offices are to be regulated by the same authority, and such officers as are required to perform special duties with respect either to the Supreme Court generally or with respect to the High Court or the Court of Appeal, or one of the divisions, or any particular judge or judges, may by the same authority be attached as required. The appointment of officers assigned to perform duties with respect to the Supreme Court generally, or attached to the High Court of Appeal, and of all commissioners to take oaths, will rest with the Lord Chancellor. This would include all masters, official referees, clerks, and other persons not attached to any particular division. All divisional officers are to be appointed by the respective presidents of the divisions, except in the case of the Chancery division, where it is provided that the Master of the Rolls shall appoint all officers attached to the Chancery division who have hitherto been appointed by him. Officers attached to any Judge are to be appointed by that Judge. Officers of the Supreme Court, except those attached to the person of a Judge and removable by him at pleasure, may be removed by the person appointing, with the approval of the Lord Chancellor. Salaries are to be settled by the Treasury with the concurrence of the Chancellor. No officer attached to the person of a Judge will be entitled to a pension unless entitled otherwise than by the Act, but other officers appointed under the Act, and whose whole time is devoted to the duties of their office, are to be considered as in the permanent Civil Service, and as entitled to Civil Service pensions. Patronage not provided for in the Act, if incident to the office of any existing Judge, shall continue to be exercised on him during the continuance of his office, and will be exercised on his death or resignation as may be directed under Her Majesty's sign manual. Attorneys, solicitors, and proctors practising in the courts which by the Act become part of the Supreme Court will be, on the Act coming into operation, called solicitors of the Supreme Court, and will, so far as possible, have the same rights and be subject to the same obligations as they now are. Persons who now are entitled to be admitted to practise in any of the above capacities will, under the Act, be entitled to be admitted as solicitors of the Supreme Court, and will be so admitted by the Master of the Rolls, and will have the same rights and be subject to the same obligations as if the Act had not passed. Solicitors, attorneys, and proctors are to be deemed officers of the Supreme Court, and both branches of that court will exercise over them the same jurisdiction as any of the Superior Courts now exercise: (sect. 87.)

With respect to the jurisdiction of inferior courts, it is provided that Her Majesty may, by order in council, confer on any inferior court of civil jurisdiction the same jurisdiction in equity and admiralty as any County Court now has or may hereafter have. This provision is rather contrary to the spirit of the recommendations of the Judicature Commission, which suggested the union of all jurisdictions in the County Court in the first instance. The Act further gives power to every inferior court to have jurisdiction in equity or in law, and in equity or in admiralty, to give the same relief both as to claims and counter claims in any matter within its jurisdiction as the Supreme Court is empowered to do. Where, however, a counter claim involves matter beyond the jurisdiction of an inferior court, that court may dispose of the whole matter in controversy so far as relates to the claim and defence thereto, but can give no relief exceeding its jurisdiction to a defendant upon such a counter claim; but in such a case the High Court may order a transfer of the whole proceedings to the High Court. This, again, has not the appearance of materially enlarging the County Court jurisdiction, but rather shows that there is little or no intention of throwing all the work into the hands of the County Courts. It is further enacted that all the rules of law declared by the Act shall be in force and receive effect in all English courts so far as the matters are cognizable by such courts. This provision was essential to secure uniformity throughout the country in rules of law.

The miscellaneous provisions of the Act deal mainly with the transfer of court documents to the Supreme Court, with the saving of the right to make circuits and issue commissions therefor, and the rights of the officers of the various circuits, with saving of the rights of the Lord Chancellor and of the Chancellor of the County Palatine of Lancaster. The Chancellor of the Exchequer ceases to be a judge of the Court of Exchequer, but his other rights are untouched. The sheriffs are still to be appointed as they now are, in the Exchequer. The Counties Palatine of Lancaster and Durham will cease to be counties palatine so far as respects the issue of commissions of assize, but not otherwise; all such commissions will in the future be issued as they are in other counties. The remainder of the Act consists of the interpretation of terms.

This completes our notice of the Supreme Court of Judicature Act 1873, but before leaving the Act finally, it may be as well to point out what are the results of our cursory glances over this important piece of legislation. In the first place, our readers cannot have failed to notice that, although changes are made by the Act, those changes are rather in name than in reality. When the Act comes into operation it will be found that things go on very much in their old grooves. The same courts will sit under a new name, and the same causes be tried under a new title. It must be obvious that if any great change is intended in our judicial system the Act now under discussion is but a stepping-stone to that change. The Act itself, by uniting all courts into one, will enable future reformers to deal more easily with the internal arrangements and jurisdiction of our Supreme Court. There will be no conflict of jurisdiction to overcome. Beyond this, however, little of vital importance has been achieved. The district registries will no doubt be a great boon to persons not resident in London, but they are incomplete without local tribunals. That local tribunals, as courts of first instance, must some day be established is obvious. For the present, however, country solicitors must be content with the assizes. No doubt if it should appear to the Judges to be necessary, there will be three assizes a year instead of two, and this is a matter which is left in the discretion of the Judges themselves. Again, nobody can read the rules of procedure given in the schedule to the Act, which are to be the basis of the future

practice, without feeling that they have been drawn by some person who is not familiar with the practice of all branches alike. This will have to be remedied by the rules to be published under the Act. Indeed, the Legislature has purposely left large gaps in the Act, which are to be filled up by the future rules. These rules, we understand, are now being drawn by competent members of the Bar, and when drawn will be, we have no doubt, submitted to members of the other branch of the Profession, whose experience will enable them to give much practical aid. It is of the utmost importance that these rules should be carefully drawn, as it is upon them that the successful working of the Act depends, and without them the Act is a mere skeleton. If the rules are well-drawn there will be reason on their account alone to hail the Act as one of the most important pieces of legislation of our day; and a portion of the Act which will be recognised as a great boon is that which enables persons injured to recover without running the risk of having commenced their suits in a wrong court, and assimilates the law in all courts alike.

THE ESTATES OF PARTNERS IN BANKRUPTCY.—III.

IT will have been seen, as of course might have been expected, that the first question arising when members of an alleged partnership fail, must be one of evidence, what is partnership and what is separate property. Apart from the common law doctrine that a partnership may be created by parties holding themselves out to the world as such, *Re Rowland and Crankshaw* (L. Rep. 1 Ch. App. 421) referred to in our first article, shows that where it is proved that no partnership in effect existed, the property which was the subject of joint dealing will be considered by the Court of Bankruptcy as joint assets. And the partnership may possibly be proved to have extended to particular dealings, and not to have been a general partnership, and the complicated question may arise, to meet which sect. 37 of the last Bankruptcy Act was enacted.

Having discussed the general principles regulating the liability respectively of joint and separate estates, and the right of proof of joint and several creditors respectively, we will here shortly notice the procedure provided by the statute for dealing with insolvent partners and partnerships. By sect. 108 of the Act, any creditor whose debt is sufficient to entitle him to present a bankruptcy petition against all the partners of a firm, may present such petition against any one or more partners of such firm, without including the others. This is a useful alteration of the old law, it formerly being essential to the validity of a joint adjudication that it should include all the members of a firm, and if for any reason a commission could not be maintained against one partner, a joint commission against the other could not be supported. It was, therefore, necessary to take out separate commissions against each partner. A further reform is provided by sect. 101, by which power is given to dismiss a petition against some respondents only. Mr. Robson says (p. 574) that it would seem doubtful whether the above provisions authorise a petition against some only of the members of a partnership, founded on a debt jointly due from them.

This is a point of some interest, and we are inclined to consider it clear that a joint creditor might present a petition against a single partner. The law, as we have already stated it, is, that where there is no joint estate the joint creditors prove with the separate creditors against the separate estates of the partners. Suppose, therefore, that notoriously there is no joint estate of a partnership, but one of the partners has considerable separate property. It surely is open to the joint creditor to select that partner and present a bankruptcy petition against him, so as to procure the administration of his separate estate. When we consider the practice established by decided cases as to separate adjudications, there ought, it appears to us, to be no doubt on the point. Mr. Robson himself tells us (p. 575) that "although a joint adjudication cannot be founded on a separate debt, still a joint debt will support a separate adjudication against any member of the firm. For this purpose, an adjudication of bankruptcy is regarded as in the nature of an execution, which, in respect of a joint debt, may be levied on the separate estate of each partner, although an action for recovery of the debt must be brought against all the partners." Further, upon the separate adjudication of a partner, his share of the partnership property, after payment of partnership debts and the claims of his co-partner, vest in his trustee. If there were no analogous case, we should be decidedly of opinion that one partner might be made bankrupt on a joint debt; but in *Ex parte Chambers* (2 M. & A. 440), a case decided on the 97th section of the Bankruptcy Consolidation Act of 1849, where the whole of the partnership property belonged to two of the partners, and the third had little or no property, an adjudication against the two, founded on a debt due from them jointly, was held a valid adjudication.

But although we think that, on a joint debt, a creditor might obtain a separate adjudication, any voluntary action upon the part of the partners to divert partnership property to secure separate debts, is contrary to the policy of the law. This point arose in *Ex parte Snowball; Re Douglas* (26 L. T. Rep. N. S. 295, 894; L. Rep. 7 Ch. 534.) There one partner gave a power of attorney, authorising the sale of a particular ship, which was partnership property. In pursuance of this power, a deed was executed, to which the other partner was a party, mortgaging the ship, to secure a private debt of such partner. The Chief Judge held that the power of attorney was rendered invalid by an act of bankruptcy committed by the partner who gave it in going abroad, and that therefore the mortgage was never executed by such partner. But the point in the case in which we are now interested is that decided by the Lords Justices, that the execution of a deed professing to pledge partnership property for the present and future separate debts of the partners, made the execution of the deed by the partner who remained in England an act of bankruptcy. Lord Justice Mellish, delivering the judgment of the court, said: "We are of opinion that it is a fraud upon the creditors of a partnership for a partner who knows that his firm is insolvent to transfer partnership assets to a creditor of his own, or to give a security over the partnership assets for his own private debt. Such a transfer necessarily tends to defeat the creditors of the partnership, and to prevent the proper distribution of the assets under the bankrupt law. It was admitted in the argument before us that the deed would not give Mr. Snowball a valid security on the partnership property for private debts owing to him by Martin Douglas; but it was contended that the deed might notwithstanding be valid, so far as it gave a security for partnership debts. We do not see how, upon the question whether the execution of a particular deed is an act of bankruptcy, one part of the deed can be separated from the rest. If by any part of a deed authority is given to apply partnership property, transferred by the deed, to purposes which are a fraud upon the creditors of the partnership, we think the execution of the deed makes a fraudulent transfer of property, and is, therefore, an act of bankruptcy." The Lord Justice further remarked that, if the partner giving the power of attorney had executed the deed, the partnership property would plainly have been transferred as a security for the several debts of the partners, unless they were held to have committed acts of bankruptcy; and the case of *Bowker* v. *Burdekin* (11 M. & W. 128) is a direct authority that, where a deed to which all the partners in a firm are made parties, would operate, if executed by all, as a fraudulent transfer of partnership property, each party commits an act of bankruptcy at the time he executes the deed, unless he executes it as an escrow.

(To be continued.)

LAW LIBRARY.

The Law and Practice of Bankruptcy. By A. A. DORIA, of Lincoln's Inn, Barrister-at-Law. London: *Law Times* Office.

WE must regret that in bringing out this edition of his work on bankruptcy Mr. Doria has been unable to incorporate with his text the decisions reported up to the end of the last legal year. So far from accomplishing this most desirable object, we find that he has reserved for his introduction cases reported in 1872. He may have thought it desirable to give, in a compact form, all the case law upon the Bankruptcy Act of 1869 distinct from the old law; but inasmuch as he has necessarily recast his book, basing it upon the new law, it is difficult to understand why the cases should not have been introduced into the body of the work, and thus brought down to the latest practicable period.

We do not deny, however, that the arrangement adopted has its advantages. It is useful to be able to master the recent case law without wading through an entire treatise, and for chamber use Mr. Doria's digest will be very acceptable. And it is decidedly preferable to have a complete digest than elaborate "addenda." If at the page in the volume indicated in the digest of new cases a back reference is made, the practitioner will find that he possesses a treatise brought down to last term.

The scheme of the book is undoubtedly the best of any that has been published. The Act and rules are not placed in an appendix, but they are set out in effect or *in hæc verba* when referred to in the body of the work. This is a great advantage, as it relieves the person consulting it from the necessity of turning backwards and forwards. The arrangement is this: the section or part of the section applicable to the subject matter under consideration is first stated, then the rules relating to the particular question, afterwards the law and authorities bearing upon the point, and lastly the forms by reference to the numbers they bear in the schedules to the rules.

Mr. Doria is an author of established reputation in this branch of the law, having, in conjunction with Mr. Macrae, brought out a work some years ago which was thoroughly appreciated by the Profession. We have looked through his present work, and we may say that it is well and carefully executed. In form it is less bulky than its rivals, and is excellently adapted to the exigencies of County Court practice.

BOOKS RECEIVED.

Shelford's Real Property Statutes, 8th edit., by Carson. Sweet; Maxwell.
Manual of the Laws and Courts of the United States. Stevens and Haynes.
Rattigan's Roman Law of Persons. Wildy and Sons.
Winslow's Manual of Lunacy. Smith, Elder, and Co.
Currie's Indian Law Examination Manual. John Flack and Co.

SOLICITORS' JOURNAL.

Complaints reach us that an extensive system of touting still prevails at the Westminster County Courts, where, on the opening of the court, men in numbers are found who not only interrogate the suitors, but are willing to furnish every conceivable information, and to "get the case attended to" for some preposterously small fee. We fear that this applies, in a greater or less degree, to all the metropolitan County Courts, and it is an evil which needs redress.

The office of Commissioner Extraordinary of the Court of Chancery, Ireland, for the London district, is at present held by two solicitors only in the city of London, and one only for the London district outside the city, and the same soliciters, and no others, for the like districts are Commissioners for the Superior Courts of Common Law in Ireland. Applications are not unfrequently made by other London Solicitors to be appointed to these offices, and we are sorry to say that, being in almost all cases opposed, they are as often refused. We certainly are of opinion that it is expecting too much to ask solicitors or their clients having affidavits to swear before these Commissioners, to travel from the outlying districts to, say Chancery-lane, near which is the office of the only Commissioner outside the city. Greater facilities ought to be rendered to London solicitors in this respect for the dispatch of business. The Act empowering the issue of these commissions was, we believe, framed by the solicitor who was first appointed to these offices, and a relative of whom still holds the commissions for the London district outside the city.

The Town Council of Sheffield and the borough justices have been seemingly at variance on the subject of the payment of a salary to the clerk to the said justices in lieu of fees. The former having resolved to pay the clerk about to be appointed by salary, in pursuance of 14 & 15 Vict. c. 55, the justices were unanimous in negativing the resolution of the council, at the same time agreeing upon a statement of the reasons which led them to such a conclusion. The council seem to have gone in for economy and the justices for efficiency, and we must certainly congratulate the latter on the view they took of the entire question. Indeed, it seems from a report in a local paper that the town council somewhat mistook their powers upon this subject. Mr. Henry Vickers, solicitor, has been appointed to the vacant office.

Monday was the last day on which notices could be given to owners, lessees, and occupiers of lands intended to be taken by any private Bill in Parliament; and it was also the last day for giving certain notices required by the Tramway Act 1872. By far the greater number of applications to Parliament in the ensuing session will relate to the railways. Other standing orders of both Houses have to be complied with before the 21st and 31st instant respectively. We understand that in consequence of the facilities rendered for obtaining provisional orders from the Board of Trade, parliamentary agents will not be as busy as usual this session, many provisional orders being obtained by country solicitors through their London agents without the intervention of parliamentary agents.

Last week the judges of the Court of Common Pleas (in the absence of the Lord Chief Justice of the court) took occasion to remark upon the inconvenience which arose—more particularly affecting the court itself—in consequence of the practice (which, by the way, has obtained for many years past) having grown up of solicitors agreeing to strike out causes in the list, making them remanets. On Saturday last the Lord Chief Justice himself called attention to the matter, and intimated that he would disregard orders so made unless he or his representative directed that a case might stand over. We presume that when it is desired to have a cause taken from its place in the list, it is in the interests of the parties concerned that it is so desired. Sometimes, no doubt, the removal of causes in the way complained of, occasions inconvenience to the parties concerned in cases following close on them in the list, yet we must say that every facility should be rendered to suitors and their solicitors to withdraw causes from the list, either finally or temporarily, and to make it necessary to obtain an order from the chief of the court, or the judge appointed by him for that purpose, seems hardly likely to conduce to such facilities.

Probably there is no profession individual members of which are more liable to suffer at the hands of fanatics than that which solicitors represent. Some ordinary process is served by direction of a client, the consequences being imprisonment or the sale of goods and chattels, and the unfortunate prisoner or debtor is apt to attribute all his trouble to the hard-heartedness of the solicitor. In a morbid state of mind the afflicted and unfortunate being determines to avenge the supposed injuries so unsparingly heaped upon him. The latest victim to this state of things is Mr. William Walter, solicitor, of Newgate-street and Thames Ditton, who was fired upon by a man into whose house, in 1869, he had put a distress for rent on behalf of his client the man's landlord. Fortunately, Mr. Walter has escaped without injury, except disfigurement of his face by the gunpowder. The attempted intimidation of solicitors is of too frequent occurrence, and certainly every protection should be rendered to them against such conduct as we describe while they are merely endeavouring faithfully to discharge their duty to their clients.

The Conservatives of Preston have just lost in the person of Mr. Alderman Myres, solicitor, deceased, a most valued and active local representative, whose labours were not confined to that town, but were also associated with the Conservative party in the county. He was registrar of the County Court at Preston, and coroner of that borough for many years.

The feeling among the Profession is so general in favour of securing greater facilities for the despatch of business, both in Westminster Hall and the Guildhall, the more so by reason of the fact that the new Law Courts are still visionary, that we believe it is in contemplation to bring the matter under the notice of the Lords of the Treasury through the agency of both branches of the profession, who, with the public share equally the almost immeasurable inconvenience occasioned by the present wretched accommodation afforded to all attending the sittings of our Superior Courts. We are glad to notice the following incident which took place on Thursday. In consequence of the small, ill-ventilated, and incommodious "halls of justice" provided by the Corporation of the City of London for the judges who have to dispose of the business of the after-term sitting at Guildhall, the Hon. Justice Denman, who was to preside in the Second Court of Queen's Bench this morning, said he should not expose either his own health or that of other persons who had business in the court by holding a sitting in the miserable little hole set apart for their use on that occasion. The room was miserably small, and more miserably ventilated. His Lordship wished to know if there were no better court than that provided by the City authorities for himself and the jury to sit in. The court-keeper said it was the only room provided by the Corporation. The learned judge then sent him to see if there were not another room available for the purposes of a court. If not, he was determined not to sit there. One of the jurors said he quite endorsed the learned judge's remarks. When the learned judge ascertained there was no other court available he said there would be no Second Court of Queen's Bench that day,

The following classes in Conveyancing will be held in the Hall of the Incorporated Law Society during the ensuing week: Monday, 4.30 to 6 o'clock; Tuesday, ditto; Wednesday, ditto; after which the Christmas Vacation will intervene and the lectures and classes in Conveyancing will be resumed on the 16th proximo. Those in Common Law will commence on the 9th proximo. Students will not have the benefit of either classes or lectures in Equity until the month of April next.

NOTES OF NEW DECISIONS.

Consideration for Contract — Charity Election—Exchange of Votes.—Plaintiff and defendant were subscribers to a charity, the objects of which are elected by votes proportioned in number to the amount of subscriptions. They expressly agreed that if the plaintiff would give his votes for an object of the charity whom the defendant favoured at one election, defendant would give the same number of votes for the plaintiff's candidate at the next election. Plaintiff performed his promise, but defendant made default; plaintiff thereupon subscribed to the charity the sum of money necessary to secure the number of votes promised by the defendant, and sued defendant for the amount. Held, that a nonsuit, entered by the judge at the trial on the ground that these facts constituted only an imperfect obligation and did not amount to a legally binding contract, must be set aside, and a verdict for the sum paid by the plaintiff, which were the damages assessed by the jury, be entered for the plaintiff instead, in pursuance of leave reserved: (*Bolton* v. *Madden*, 29 L. T. Rep., N.S., 505. Q. B.)

Attorney and Client—Proceedings by Wife against her Husband—Liability of Husband for Attorney's Costs.—The costs of a suit justifiably instituted by a married woman against her husband for a divorce or a judicial separation, are "necessaries" for which she may pledge her husband's credit. A., a married woman, living apart from her husband, consulted the plaintiffs respecting the ill usage she had received from her husband, consisting of his adultery and cruelty. They therefore made inquiries, and having satisfied themselves that there were good grounds for legal proceedings, they commenced a suit in the Divorce Court on A.'s behalf. Before such suit was brought to a hearing, A. and her husband came to an arrangement whereby he executed a deed securing to her an annual allowance. The attorneys having sued the husband for their bill of costs, the jury in reply to questions left to them by the judge, found that there was legal cruelty; that the plaintiffs made full inquiries to satisfy themselves and to justify them in acting as A.'s solicitors; but that it was not necessary in order to obtain the deed of separation to carry on the proceedings by filing the petition in the Divorce Court. Upon a verdict of this finding being entered for the plaintiffs, held, that the action was maintainable, and that the costs incurred by the plaintiffs in the proceedings at the suit of A. were (subject to taxation) properly chargeable against her husband: (*Stocken and another* v. *Pattrick*, 29 L. T. Rep. N. S. 507, Ex.)

Solicitor and Client—Writs of fi. fa. issued against good faith—Process—Liability of Solicitor.—S., as solicitor for a shareholder, presented a petition for the winding-up of a company, which was dismissed with costs. K., the solicitor of the company, made a demand for these costs upon S., who had received a cheque for the amount, but through some misunderstanding between the solicitors, as to the authority to receive the costs, payment was not made until after a writ of *fieri facias* had been issued and executed for the amount. On a motion by S.'s client to set aside the writ, as issued contrary to good faith; or in the alternative that K. might be ordered to pay the costs of the execution and of the motion: The court refused to set the writ aside, but, considering that it ought not to have been issued, ordered K. to pay the costs of the execution and motion: (*Re The Commonwealth Land, Building Estate and Auction Company (Limited)*; *Ex parte Hollington*, 29 L. T. Rep. N. S. 502. V.C. H.)

V.C. MALINS' COURT.

Friday, Dec. 13.

The Imperial Land Company of Marseilles *v.* Masterman and others.

Examination of witnesses abroad—Commission to foreign court.

This suit was instituted in February 1870, by the liquidator of the company, with the view of fixing Messrs. Masterman, Fruhling, and Goschen, and others, with a liability to contribute towards the repayment of the losses sustained by the company in connection with their purchase of the Joliette estate, near Marseilles, and the plaintiffs now took out a summons to obtain an order of the court requesting the president and judges of the Tribunal Civil de Première Instance de Departement de la Seine, sitting at Paris, to accept a commission from the Court of Chancery to delegate one or more judges of the tribunal who should be charged to proceed to an inquiry in the form of French civil procedure in the cause, and in consequence to summon and hear all witnesses residing in the department of the Seine, who might be required on the part either of the plaintiffs or defendants, upon certain allegations stated in the summons having reference to the matters in issue in the suit. The summons further asked that if the

president and judges would accept the commission it should issue; that neither the commissioners thereunder nor any person employed by them in taking the depositions should be required to take an oath, and that the examinations so taken should, when reduced into writing and authenticated, be transmitted to the Court of Chancery and read at the hearing of the cause. The application was one of a novel and important nature, and the case is, we believe, the first one in which the Court of Chancery has departed from its ordinary practice of appointing a special examiner to take the evidence when the witnesses to be examined are resident abroad. It will be seen that the ground of the decision in this case was, there were unwilling witnesses to be examined, and that a special examiner would have no power to compel the attendance and take the evidence of an unwilling witness.

Glasse, Q.C., *Higgins*, Q.C., and *Wingfield*, appeared in support of the summons; *Cotton*, Q.C. and *Kekewich* opposed it.

The VICE-CHANCELLOR said that the cause in in which this application was made was one of great importance to the parties concerned, being instituted to establish a liability of large amount upon an eminent firm of merchants, and involving questions of character. It was also one in which both sides agreed that certain evidence must be taken in France. Now, it had been urged by the plaintiffs that there were many witnesses whose evidence would be required and who would not voluntarily attend before any examiner or tribunal, and evidence to that effect had been produced before him, which not having been met by any evidence in contradiction, he must take to be true. The defendants, while admitting that there must be a commission to take evidence in France, contended that it ought to be done by the appointment of a special examiner for the purpose in the usual way. The question was, which was the best way? The defendants urged that the practice of the Court of Chancery required the appointment of a special examiner, and undoubtedly it was the usual practice of the court when evidence had to be taken in our Colonies or abroad to make such an appointment, and a very proper practice it was when the witnesses were willing to give evidence; but when, as here, there were witnesses to be examined who would not voluntarily give their testimony, what a vain thing it would be for the court to appoint and send over some one to call for witnesses who would not come, and whose attendance he had no means of compelling. To do so would be to cause the occurrence of two evils—first, a delay of justice; secondly, a waste of time and expense. If, therefore, it was possible to find a tribunal with the power to compel the attendance of witnesses and to take their evidence, it would appear the most proper and beneficial course to take advantage of that tribunal. His Honour had here the evidence of an eminent French *avoué* that the tribunals in France would take charge of the commission, and showing that it is as much to the interest of the defendants as the plaintiffs that nugatory proceedings should not be taken. The objection urged was that the French tribunal would not take the evidence by examination and cross-examination in our manner, nor permit counsel to conduct the examination, but would, as was its usual practice, examine the witnesses itself. Now, his Honour was by no means satisfied that in a case like this, where complicated and important questions occurring in an English suit were involved, the French court would insist on adopting this course, and he thought it highly probable that the questions to be asked could be agreed upon; and if this mode were adopted it would be very convenient. Cases had been cited to him where, under the statute 1 Will. 4, c. 22, the courts of common law had directed a commission to issue to the judges of a foreign court to examine witnesses there. Such a one was *Lumley* v. *Gye* (23 L. J., N. S., 112, Q. B.; 2 Ell. & Bl. 216.) It was said that those cases were especially upon that statute, but on referring to that statute it appeared only to give the common law courts the power which the Court of Chancery possessed long before, *i.e.*, the power of examining witnesses abroad. The Court of Chancery had then, in his opinion, the power to do what the courts of law had done in those cases, and having evidence that the French courts would accept the commission, he thought the course proposed by the plaintiffs was the best possible course, and he should direct the commission to issue. He would not, however, now decide upon the precise form the commission was to take, nor its details; those would have of course to be considered before the commission went. The costs must be costs in the cause.

Correspondence.

SPURIOUS COUNTY COURT NOTICES.—In your issue of Saturday last you comment on the above, and express your sorrow at having to say that you believe they owe their origin, as a rule, to law stationers, some of them in Chancery-lane, of whom a great variety can be purchased. Permit me, through the medium of your columns, to state to the Profession that I have never hitherto solely, nor does my firm of Edward Cox and Sons, now issue, deal in, or supply any forms at all akin to those above designated. We vend only such as are recognised in the several Chancery and common law offices, and adopted by certificated practitioners. EDWARD COX.

ARTICLED CLERKS AND THE JUDICATURE ACT.—How will the Judicature Act affect the position of articled clerks in reference to the time, manner, and subjects of their intermediate and final examinations, or will clerks at present articled be unaffected by the Act? CURIA.

[Not at all. See sect. 87. If you have not got the Act, get it by all means.—ED. Sols'. Dept.]

ACCOUNTANTS PREPARING DEEDS, &c.—Will any of your readers be good enough to inform me whether an auctioneer or accountant can prepare legal documents, under seal or otherwise, such as making wills and passing residuary accounts, &c., and charge for same by so doing, do they become amenable to the law, and what is the penalty? Will the Incorporated Law Society entertain a complaint made by a solicitor against such persoon? A SUBSCRIBER.

[Our Correspondent should communicate with the Secretary of the Legal Practitioners' Society, at the office of this Journal.—ED.]

ARTICLES.—We have noticed in your issue of the 13th inst., a reference to the case of *Ex parte Hayward* (29 L. T. Rep. N. S. 422, Q.B.), being an application made to allow a clerk's service to be reckoned from the date of his articles, instead of from the day of filing the affidavit required with the emolument, the clerk having been misled by the Stamp Act 1870, sect. 43, under which the Board of Inland Revenue refused to stamp the articles within six months after execution, except upon payment of the penalty of £10. It is with regard to this latter decision that we—and we venture to think, the Profession generally—will be chiefly interested. The section 43 above referred to is as follows: "Save as hereinbefore provided, articles of clerkship are not to be stamped at any time *after* the expiration of *six months* from the date thereof, except upon payment of penalties as follows, &c." Nothing in the Act previous to this section in any way has reference to articles of clerkhip, therefore there can be no exception to its operation. Mr. McKellar, who appeared for the applicant in the case of *Ex parte Hayward*, stated in reply to Mr. Justice Blackburn, that he presumed it was upon the authority of the 34 Geo. 3 c. 14, s. 10, which enacts: "That all vellum, parchment, and paper liable to the duties hereby charged, shall before the same shall be engrossed, printed or written upon, be brought to the head office for stamping." That the Board of Inland Revenue refused to stamp the articles without the penalty. Mr. Justice Blackburn then asked, "Has not that section been repealed?" the reply was, "I should think by inference the Stamp Act of 1870 must be taken to have repealed it," to which Mr. Justice Blackburn adds: "The words are not strong enough for that, but the Legislature could not in 1870 have been aware of the existence of the old provision, and the applicant seems to have been most excusably misled by the Stamp Act." Notwithstanding this, we think there is no doubt that the statute of 34 Geo. 3, c. 14, has been wholly repealed by the Inland Revenue Repeal Act 1870, sect. 2 of which runs thus: "The enactments described in the schedule to this Act, are hereby repealed, subject to the exceptions in the said schedule mentioned," &c. The Act of 34 Geo. 3, c. 14, being placed in the schedule in this wise:

Session and chapter.	Title or Abreviated Title.	Extent of Repeal.
* * *	* * *	* * *
34 Geo. 3, c. 14	An Act for granting to His Majesty certain stamp duties, &c.	The whole Act.

If then, this Act has been repealed, upon what authority can the Board of Inland Revenue refuse to stamp articles of clerkship within six months of their execution without a penalty? Surely the intention of the Legislature, as expressed in the 43rd section of the Stamp Act, is that they should. And irrespective of the intention of the Legislature when passing the Act, the words of the section we consider are in themselves conclusive. We can only regret that the case of *Ex parte Hayward* came before the court upon a different point, as there are numbers in the Profession who have been led into a similar error—if error it be. We trust that very soon the point may be argued before, and settled by, a more satisfactory tribunal than, the Board of Inland Revenue.

HARVEY AND ADDISON.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

GRAHAM (Lucy), Kensington, Rock Ferry, Chester, spinster, £132 12s. 1d. Three per Cent. Annuities. Claimant, Lucy Wilson, wife of Wm. Wilson, formerly Lucy Graham, spinster.

PENNEY (Wm. Page), Westbourne-villa, New North-road, St. John's-wood, Middlesex, gentleman, one dividend on the sum of £500 Reduced Three per Cent. Annuities. Claimant, Charlotte Annie Penney, acting executrix of Wm. Page Penney, deceased.

TOTTIE (Thos. Wm.), Leeds, solicitor. £200 Three per Cent. Annuities; claimants, John Wm. Tottie, and Margaret Tottie, spinster, executors of Thos. Wm. Tottie, deceased.

YORKE (Juliana Frances Anne), Thrapston, Northampton, widow. One dividend on the sum of £4310 4s. 2d., Three per Cent. Annuities; claimant, said Juliana F. Anne Yorke.

APPOINTMENT UNDER THE JOINT-STOCK WINDING-UP ACTS.

ST. PETER'S COLLEGE, Eaton-square.—Creditors to send in by Jan. 3 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any) to Wm. Edwards, 18, King-street, Cheapside, London, Jan. 12, at the Chambers of V.C. B., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

CONGDON (Robert), Fowey, Cornwall, gentleman. Jan. 5; John Barnard, solicitor, 8, Lancaster-place, Strand, Middlesex. Jan. 19. M. R., at eleven o'clock.

MASON (Geo.), Highgate House, Clayton Heights, York, spinner and manufacturer. Dec. 22; R. H. Davies, solicitor, 3, Furnival's-inn, London. Jan 13; M. R. at twelve o'clock.

MATER (Robert), formerly of Great Winchester-street, London, merchant, late residing in the Isle of Man. Jan. 9; M. M. Johnson, solicitor, 20, Austinfriars, London. Jan. 16; V.C. M. at twelve o'clock.

ORMEROD (Geo.), Higher Rose-grove, Habergham Eaves, Whalley, Lancaster, gentleman. Dec. 31; Hall and Baldwin, solicitors, Clitheroe. Jan. 10; V. C. H., at eleven o'clock.

WALKER (David), Rise-end, Middleton, Wartsworth, Derby, victualler. Jan. 13; B. L. Barrow, solicitor, Matlock Bath, Derby. Jan. 19; V. C. M., at twelve o'clock.

WELD (Jane Charlotte Baroness), formerly of East Woodhay, Southampton, afterwards of 75, Victoria-street, Westminster, and late of Ostend, Belgium, widow. Jan. 5; Jas. V. Harting, solicitor, 24, Lincoln's-inn-velds, London. Jan. 19; M. R., at eleven o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

AMYS (John D.), lately residing at Epping, Essex, and carrying on business there and at Harlow, as an attorney and solicitor. Feb. 7; Wm. Pearson, Esq., Redgrove, Epping, Essex.

BARNETT (Francis L.), 5, Roebuck-terrace, Great Dover-street, Southwark, Surrey, pawnbroker. Jan. 23; W. W. Comins, solicitor, 34, Great Portland-street, Middlesex.

BESENNERS (Wm.), late of Humffray, Ballarat East, Colony of Victoria, journalist. Jan. 31; E. Flax and Leadbetter, solicitors, 158, Leadenhall-street, London.

BROWN (Sarah G.), Woodbridge, Suffolk, widow. Jan. 15; W. W. Welton, solicitor, Woodbridge.

BULLIMAN (Richard), Newnham, Northampton, retired servant. Jan. 1; C. B. Roche, solicitor, Daventry.

CHAPMAN (Martha), formerly of 2, Portland-place, Brighton, Sussex, late of 13, Cambridge-square, Hyde-park, Middlesex, spinster. Jan. 15; Fladgate, Clarke, and Smith, solicitors, 40, Craven-street, Strand, Middlesex.

CHEVALIER (Rev. Temple), formerly of Durham, and of Esh, Durham, clerk, professor of mathematics in the University of Durham, but late of the city of Durham, clerk, canon of Durham Cathedral. Feb. 2; T. Maddison, jun., solicitor, 43, Sadler-street, Durham.

CLEMENT (Richard), 20, Wilton-crescent, Knightsbridge, Middlesex. Jan. 15; Hampden Clement, 20, Wilton-crescent, Knightsbridge.

EDMISTON (Chas. S.), 5, Charing-cross, Middlesex and Beckenham, Kent, waterproofer. Jan. 31; Wm. Groves, solicitor, 28, Great George-street, Westminster.

ENGLAND (William) 25, St. Ann's-road, Brixton-road, Surrey, gentleman. Feb. 1; Withall and Compton, solicitors, 19, Great George-street, Westminster.

GOWER (Jabez S.), formerly of the Royal Horse Repository, Barbican, London, and Leigham Holme St. Leatham, Surrey, late of Leicester Lodge, West Brighton, Sussex, Esq. Jan. 24; Walker and Co., solicitors, 5, Southampton-street, Bloomsbury, London.

HOE (Richard), 5, St. James's-road, Old Kent-road, Surrey, packing case maker. Jan. 30; Carter and Bell, solicitors, 106, Leadenhall-street, London.

HUNTER (Edwin), Sheffield, scissor manufacturer. Jan. 14; Burbeary and Smith, solicitors, 16, Campo-lane, Sheffield.

JENKINSON (Rev. Geo.), Belford, Northumberland. Jan. 15; S. Sanderson, solicitor, Berwick-upon-Tweed.

LOVE (Henry). 46, St. Peter-st, Mile End, Middlesex, builder, and proprietor of the Two Beehives, Park-street, Bromley, Middlesex. Jan. 6; M. K. Braund, solicitors, 3, Furnival's-inn, London.

MORRIS (Nathaniel), Bolton-le-Moors, Lancaster, shopkeeper. Jan. 9; Greenhalgh and Finney, solicitors, 8, Acre-field, Bolton-le-Moors.

PARISH (Mary A.), formerly of Oldbury, Worcester, late of 1, Gravelly-hill, near Birmingham, widow. March 1; Sanders and Smith, solicitors, High-street, Dudley, Worcestershire.

POOLE (Jas.), Wick House, Westbury-upon-Trym, near Bristol, Esq. Jan. 21; Fussell and Co., solicitors, Liverpool-chmbs, Corn-street, Bristol.

TUDGE (Chas.), Llanvair Hall, Salop, farmer. Dec. 13; Thomas Weyman, solicitor, Ludlow, Salop.

WEBB (Col. Edwd. A. B.), formerly of 9, St. James's-street, Middlesex, late of 40, Gay-street, Bath. Feb. 8; Thos. W. Gibbs, solicitor, 4, Northumberland-buildings, Bath.

WILLIAMS (James), St. Weonards, Hereford, farmer. Feb. 1; Rev. Chas. J. Westropp, Wormbridge, Hereford.

WILLOUGHBY (Henry), Dartmouth-grove, Blackheath, Kent, Esq. Jan. 16; W. A. Willoughby, solicitor, 4, Lancaster place, Strand, Middlesex.

WINMILL (Thomas), Park House, Clyths-square, Newport, Mons., gentleman. Feb. 1; W. J. Lloyd, solicitor, Bank-chambers, Newport.

REPORTS OF SALES.

Tuesday, Dec. 16.

By Messrs. VENTON, BULL, and COOPER, at the Mart.

Lancashire,—A contingent life interest in landed estates, yielding £38,000 per annum, life aged 34 years—sold for £3150.

Reversionary interest in one-ninth and one-third of one-ninth of a sum of £32,000; also one-ninth and one-third of one-ninth of £2,116 8s. Bank Annuities divisible in 1902—sold for £2315.

Wednesday, Dec. 17.

By Messrs. FAREBROTHER, LYE, and Co., at the Mart.

Notting-hill.—No. 15, Carlton-road, term 91 years—sold for £340.

South Penge,—No. 4, Derwent-road, term 91 years—sold for £490.

By Messrs. EDWIN FOX and BOUSFIELD, at the Mart.

Bayswater.—No. 11, Pembridge-terrace, freehold—sold for £700.

Brixton.—A freehold ground-rent of £26 5s. per annum—sold sor £330.

ELECTION LAW.

MANCHESTER COUNTY COURT.

Monday, Dec. 8, 1873.

(Before J. A. RUSSELL, Esq., Q.C.)

Re THE EXCHANGE WARD ELECTION *v.* BATTY.

Municipal election—Application under the Ballot Act (35 & 36 Vict. c. 33) for inspection of marked register of voters and voting papers and counterfoils, a petition having been filed in the Court of Common Pleas against the return of a Councillor—Rule nisi granted.

THIS was an application in the matter of the petition which has been filed in the Common Pleas by Mr. J. Nield against the return of Mr. Batty for exchange Ward.

Ambrose appeared for the petitioner.

The application was heard in the Judge's private room.

Ambrose said the petition had been presented against Mr. Batty on the ground, among others, that he had not been elected by a majority of votes, the votes having been miscounted. That was one of the grounds upon which, by the provisions of the Corrupt Practices at Elections Act, a petition might be presented. There were other and additional grounds in this case.

His HONOUR.—The first question is what the number of votes really was.

Ambrose.—Yes. The petition also alleges that the votes were not fairly and accurately counted.

His HONOUR read the petition and an affidavit which had been filed by the petitioner. After reciting the facts alleged in the petition, Mr. Nield went on to say that he had reason to believe that many of the votes given for Mr. Batty were duplicate votes of persons who had previously voted at one or other of the wards on the 1st Nov. He had therefore instructed his solicitor to apply to the town clerk for an inspection of the documents in his custody "other than ballot papers or counterfoils," but the request had been refused. Letters were also read which had been passed between the town clerk and Mr. C. J. Hall, the petitioner's solicitor. The latter pointed out that by rule 42 of the first schedule of the Ballot Act it is enacted that all documents forwarded by a returning officer in pursuance of the Act to the clerk of the Crown in Chancery, other than ballot papers or counterfoils, "shall be open to public inspection" at such times and places as the clerk may direct. In the second schedule, by rule 64, sub-section B, it is enacted that all ballot papers and other documents which in the case of a parliamentary election are forwarded to the Clerk of the Crown in Chancery, shall in the case of a municipal election be delivered to the town clerk, and the provisions of part 1 in respect to the inspection, production, and destruction of such ballot papers and documents, and to copies of them, shall apply respectively to the ballot papers and documents in the custody of the town clerk. Mr. Hall held it to be clear from these enactments that all documents (other than ballot papers and counterfoils) in the custody of the town clerk relating to an election were open to public inspection. He desired to inspect the register of voters, and also the marked list, used by the returning officers at each ward in the city. Sir Joseph Heron wrote, in reply, that there was no doubt some difficulty in determining what might be the meaning of the clauses which referred to the powers and duties of the town clerk in relation to the production of documents in his custody, but it was not necessary to go into that question. By the 29th rule of the first schedule of the Ballot Act the presiding officer was directed, at the close of the poll, to make up in a separate packet, sealed with his own seal and the seal of the candidates or their agents, "the marked copies of the register of voters and the counterfoils of the ballot papers." The 37th rule provided that he should not open that packet; and the 41st rule said that "no person shall, except by order of the House of Commons or any tribunal having cognisance of petitions, open the sealed packet of counterfoils after it has been once sealed up." He (the Town Clerk) must, therefore, necessarily decline to give the inspection which Mr. Hall asked for; and he added that, in his own opinion, no inspection of the marked register in any case could be had unless under an order of the County Court.

Ambrose, after the reading of the correspondence, said he thought the Town Clerk was to a certain extent right in the objection which he had taken. Although by the 42nd rule it was clear the Legislature intended that the public should be entitled to inspect the marked register of voters at any time, as a public document, yet, by what must have been a mistake, a previous section enacted that the marked register and the counterfoils of the ballot papers should be put into one packet and sealed up. The Legislature, in fact, gave the public permission to inspect that which could not be seen.

His HONOUR.—They gave the public the right to inspect the outside.

Ambrose said he thought there would be no difficulty about it after he had got an order from the court. His application was, first, for an order to inspect the counted and rejected papers, and the counterfoils. Then if he satisfied the court that he ought to have that order the seals would be broken, the marked register would be open, and the town clerk would have no difficulty in complying with his demand, or rather right, founded on the 42nd rule, to see the marked register. He asked for an order to that effect.

His HONOUR said it should be done most undoubtedly; but suggested that the learned counsel should take a rule *nisi*.

Ambrose said that would accomplish his object exactly.

Dec. 13.—To-day the rule was made absolute by consent that the Town Clerk should produce to the petitioner and respondent respectively, and to their respective attorneys and agents, at the Town Hall, on the 22nd inst., and on such following days (Sundays excepted) as the parties might require, the following books, papers, and documents—namely, 1, the rejected ballot papers relating to the said election for Exchange Ward: 2, the counterfoils of the ballot papers relating to the same election; 3, the counted ballot papers; 4, the ballot paper account; 5, the unused and spoiled ballot papers; 6, the tendered ballot papers; 7, the tendered votes list and list of votes marked by the presiding officer, and statement of the number of voters whose votes are so marked by the presiding officer, under the heads "physical incapacity," "Jews," "unable to read," and the declaration of inability to read; 8, the marked copy of the register of voters for the election for the office of councillor, which was holden on the said first day of November in each of the following wards of the city of Manchester, namely—Exchange, St. Clement's, New Cross, All Saints', St. George's, Medlock-street, Ardwick, and Cheetham Wards; and the burgess roll for the said city of Manchester. The order proceeded: "That Sir Joseph Heron do at or upon the said production and inspection, in the presence of the parties authorised to attend the inspection, unseal all and every the packets and parcels wherein the before-named books, papers, documents, and other articles are inclosed or contained, and that he the said Sir Joseph Heron do by himself, or by some person or persons to be by him appointed for the purpose, attend on such production and inspection during the whole time thereof: and, further, that the said Sir Joseph Heron and such other persons shall take and use all such proper measures and precautions as he shall deem necessary, in order that the mode in which any particular elector has voted shall not be discovered, and in order that all such books, papers, and documents as are to be produced and inspected shall be safely kept from loss, damage, or other matter or thing whereby the same or any of them shall be injured, prejudiced, or altered in any wise."

REAL PROPERTY AND CONVEYANCING.

NOTES OF NEW DECISIONS.

CHARITY—SCHOOL TRUSTEES—TRANSFER TO SCHOOL BOARD—CHARITY COMMISSIONERS—APPOINTMENT OF ADDITIONAL TRUSTEES—TRUSEEE ACT 1850, s. 32—APPEAL.—By two deeds, made in 1838 and 1849, the two joint rectors of a parish were appointed trustees of a Church of England School. In 1871, it having become necessary to appoint a new master, the then rectors could not concur in any appointment, and the school was closed. A school board having been elected in the district, it was then proposed that the school should be transferred to the board, under sect. 23 of the Education Act of 1870, which requires a majority of two-thirds of the trustees to effect such a transfer. With this view a memorial was presented to the Charity Commissioners, asking them to appoint three additional trustees, so that the requisite majority might be obtained. This course was opposed by one and supported by the other of the two joint rectors. The commissioners, however, made an order appointing three additional trustees, all of whom were churchmen, one of them being chairman of the school board. On a petition by the opposing rector, by way of appeal from the order, under sect. 8 of the Charitable Trusts Act 1853, praying for the discharge of the order: Held, on dismissing the petition with costs, that it is no objection to such an order, notwithstanding sect. 5 of the Charitable Trusts Act 1860, that the commissioners have made it on an application of a contentious character. Observations on Lord Romilly's judgment in *Re Hackney Charities* (36 L. J., N. S., 169, Ch.; 4 De G. J. & S. 588). The 28th and 32nd sections of the Charitable Trusts Act 1853, give the jurisdiction to appoint trustees to the Master of the Rolls and the Vice-Chancellors in cases in which it was previously necessary to file an information, bill, or petition, and by the Act of 1860 this jurisdiction is transferred to the Charity Commission: Held, that the power to appoint additional trustees is clear under the ordinary jurisdiction of the Court of Chancery; that sect. 32 of the Trustee Act 1850, gives a statutory power for that purpose, and therefore that such a power is vested in the commissioners. The majority of two-thirds of the school trustees required by the Education Act anticipates any objection to the transfer of a school whose trustees are required to be churchmen. The court will not, upon appeal, interfere with the exercise of discretion by the commissioners, except in a very strong case of miscarriage of justice, and such discretion is properly exercised in a case where in consequence of differences between the existing trustees, the school is closed, and education denied to the children of the district: *Semble* that neither the Court of Chancery nor the Charity Commissioners have power to remove ex-officio trustees: (*Re Burnham National Schools*; *ex parte Bates*, 29 L. T. Rep. N. S., 495. M. R.)

BILL OF SALE—AGREEMENT NOT TO REGISTER—RENEWAL—17 & 18 VICT. c. 36.—At the beginning of March 1872, it was agreed by the plaintiff and a person who owed him money that the latter should grant a bill of sale upon his furniture as security for a debt which ought then to have been paid to the plaintiff, that the bill of sale was to be kept renewed for twelve months, and that neither it nor the renewals should be registered during that period, unless the grantor should get into difficulties in the meantime. In pursuance of this agreement a bill of sale was executed on the 8th March, and a fresh bill of sale on the 27th March, but the first bill of sale remained in posession of the plaintiff unregistered and uncancelled. On the 15th April the plaintiff, having learnt that the said grantor was in difficulties, duly filed the second bill of sale dated the 27th March, and on the 20th April took possession of the furniture under it: on the 24th April, the sheriff seized the said furniture under a *fi. fa.* obtained by the defendant in an action against the grantor of the bill of sale. Held, in an interpleader issue, that the second bill of sale was valid against the execution creditor. *Smale* v. *Burr*, L. Rep. 8 C. P. 64; 27 L. T. Rep. N. S. 555, affirmed: (*Ramsden* v. *Lupton*, 29 L. T. Rep. N. S. 510. Ex. Ch.)

RIGHT OF WAY—GRANT—LEVEL CROSSINGS.—By the construction of a railway, some land belonging to the Crown was taken, and other adjoining Crown land was severed from the rest. The railway company were required by their Act to make such convenient communications across the railway, where it should be carried through or across Crown lands, as should be necessary for the convenient enjoyment and occupation of the Crown lands. The company accordingly made two level crossings. The severed land was, at the time these crossings were made, marsh or mud land, but it had since been reclaimed, and several houses built upon it. Held, that the owners and occupiers of these houses had a right to use the level crossings, as the right of way was not restricted to the "convenient occupation" of the land, for the purpose for which it was used at the time the crossings were made, but extended to the "convenient occupation" of the land, for any purpose to which it might subsequently be applied: (*United Land Company* v. *The Great Eastern Railway Company*, 29 L. T. Rep. N. S. 498. V.C. M.)

COMPANY LAW

NOTES OF NEW DECISIONS.

CONTRIBUTORY—SHARES ALLOTTED IN PAYMENT OF A DEBT.—Shares in a company were allotted to a creditor in satisfaction of a debt due by the company. Subsequently the company gave the creditor a debenture for the amount of the debt, which was treated as subsisting, but the creditor retained the shares which had been allotted to him, and agreed to surrender them on payment of the debenture. Held, that, by the allotment of the shares in satisfaction of the debt, the debt ceased to exist, and that the creditor having taken the shares in satisfaction of his debt, could not be placed on the list of contributories in respect of the shares. Decision of Bacon, V.C. reversed: (*Re The Matlock, &c., Company*, 29 L. T. Rep. N. S. 441. L.JJ.)

MAGISTRATES' LAW.

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Bath	Monday, Jan. 5	T. W. Saunders, Esq.	14 days	J. Taylor.
Bedford	Monday, Jan. 5	J. T. Abdy, Esq., LL.D.	14 days	M. Whyley.
Berwick-on-Tweed	Friday, Jan. 2	W. T. Greenhow, Esq.	5 days	S. Sanderson.
Birmingham	Monday, Dec. 29	A. R. Adams, Esq., Q.C.		T. R. T. Hodgson.
Bolton	Tuesday, Jan. 6	S. Pope, Esq., Q.C.	10 days	J. Gordon.
Bridgnorth	Friday, Dec. 26	W. Cope, Esq.	14 days	W. D. Batte.
Canterbury	Wednesday, Jan. 8	G. Francis, Esq.	Statutory	H. T. Sankey.
Carmarthen	Monday, Jan. 5	B. T. Williams, Esq.	10 days	J. H. Barker.
Chester	Friday, Jan. 2	H. Lloyd, Esq.	14 days	J. Walker.
Chichester	Tuesday, Jan. 6	J. J. Johnson, Esq., Q.C.	10 days	E. Titchener.
Colchester	Thursday, Jan. 1	F. A. Philbrick, Esq.	8 days	J. S. Barnes.
Deal	Friday, Jan. 2	R. J. Biron, Esq.	2 days	E. Drew.
Derby	Tuesday, Jan. 6	G. Boden, Esq., Q.C.		J. Gadsby.
Devonport	Thursday, Jan. 8	H. T. Cole, Esq., Q.C.	10 days	G. H. E. Rundle.
Doncaster	Friday, Jan. 2	E. J. Meynell, Esq.	10 days	E. Nicholson.
Dover	Monday, Dec. 29	Sir W. H. Bodkin, Knt.	2 days	G. W. Ledger.
Faversham	Monday, Jan. 5	G. E. Dering, Esq.		F. F. Giraud.
Gloucester	Tuesday, Jan. 13	C. S. Whitmore, Esq., Q.C	7 days	F. W. Jones.
Great Yarmouth	Monday, Jan. 5	Simms Reeve, Esq.	10 days	I. Preston, jun.
Hastings	Friday, Jan. 16	R. H. Hurst, Esq., M.P.	14 days	G. Meadows.
Hythe	Saturday, Jan. 3	R. J. Biron, Esq.	8 days	W. S. Smith.
King's Lynn	Thursday, Jan. 15	D. Brown, Esq., Q.C.		T. G. Archer.
Kingston-on-Hull	Thursday, Jan. 8	S. Warren, Esq., Q.C.	Statutory	R. Champney.
Leeds	Thursday, Jan. 1	J. B. Maule, Esq., Q.C.	10 days	C. Bulmer.
Margate	Wednesday, Dec. 31	F. J. Smith, Esq.		H. T. Sankey.
New Windsor	Monday, Jan. 12	A. M. Skinner, Esq., Q.C.	10 days	H. Darvill.
Portsmouth	Friday, Jan. 9	Mr. Serjeant Cox	10 days	J. Howard.
Rochester	Friday, Jan. 2	F. Barrow, Esq.	8 days	W. W. Hayward.
Sandwich	Thursday, Jan. 1	R. J. Biron, Esq.		T. L. Surrage.
Scarborough	Monday, Jan. 2	A. W. Simpson, Esq.	10 days	J. J. P. Moody.
Shrewsbury	Monday, Jan. 5	W. F. F. Boughey, Esq.	14 days	R. Clarke.
Tewkesbury	Friday, Jan. 2	J. Fallon, Esq.	Statutory	F. J. Brown.
Walsall	Wednesday, Dec. 31	W. J. Neale, Esq.	10 days	S. Wilkinson.
Wenlock	Saturday, Jan. 3	T. S. Pritchard, Esq.	14 days	E. B. Potts.
Worcester	Thursday, Jan. 8	F. T. Streeten, Esq.	10 days	R. T. Rea.

NORTHERN CIRCUIT.—LIVERPOOL.

Monday, Dec. 15.

(Before QUAIN, J., and a Common Jury.)

REG. *v.* LANGFIELD.

Rape—Complaint made by prosecutrix admissible in evidence.

Prisoner was indicted for rape committed on a girl between 10 and 11 years of age.

Held by Quain, J., that what the girl said to her aunt when making complaint as to prisoner's conduct was receivable in evidence.

W. HENRY LANGFIELD was indicted for having at West Derby, on the 17th Sept. 1873, feloniously assaulted and ravished one Margaret Fisher Langfield, who was the daughter of the prisoner, and between 10 and 11 years of age. In the course of the case for the prosecution the aunt of the girl was called as a witness. The girl had complained to her of the prisoner's conduct, and it was proposed to ask the aunt what the girl said when she made the complaint to her.

On behalf of the prisoner it was objected that although the fact that a complaint had been made might be given in evidence, yet that the terms of that complaint could not be received in evidence against the prisoner.

QUAIN, J.—What the girl said on the occasion of her making the complaint is most material, and of the very essence of the inquiry. He entertained a very decided opinion on the point, and thought the evidence clearly admissible.

Prisoner was found guilty of the attempt; and sentenced to eighteen months' imprisonment.

Addison for the prosecution.

Potter for the prisoner.

NOTE.—The late Mr. Justice Willes, when at Liverpool on Circuit, has more than once laid down in similar cases that the proper form of question was, "Did you complain to ——— of what the prisoner had done?"

NOTES OF NEW DECISIONS.

POOR RATE—DOCK RATE—TENANT'S PROFITS—INTEREST ON DEBT — DEDUCTIONS. — The Mersey docks are vested in the appellants, who are authorised to collect certain duties and rates under various Acts of Parliament; but the duties leviable must be reduced if more than sufficient to pay off the mortgages, and the charges of management, of collection of rates, and of improving, repairing, and maintaining the docks and works. There are no shareholders, and no member derives advantage from his execution of the trusts. The docks were erected and purchased with borrowed money, and the interest is paid out of the income. No provision of the Acts of Parliament is to affect the liability of the docks to local or parochial rates. Under an Act of 1857 the appellants purchased certain town dues from the corporation of Liverpool, the surplus of which, after payment of interest upon the sum fixed as consideration for the purchase goes into their general revenue account. Held, that in assessing the appellants to the poor's rate no deduction should be allowed for tenant's profits, nor for interest upon their debt: that the value of the town dues ought not to be added to the assessment; that the appellants were entitled to a deduction for average deterioration, as well as for the actual repairs of each year; and that the expenses of collecting the rates, which should be deducted from the amount, might be fairly computed by dividing the whole expenses of collecting the appellants' revenue rateably according to the respective amounts of dock rates and town dues: (*Mersey Docks and Harbour Board* v. *Overseers of Liverpool*, 29 L. T. Rep. N. S. 454. Q.B.)

LARCENY BY BAILEE—SUMMARY CONVICTION. —The prosecutors (boot and shoe manufacturers) gave out to their workmen leather and materials to be worked up, which were entered in the men's books and charged to their debit. The men might either take them to their own homes to work up, or work them up upon the prosecutors' premises; but in the latter case they paid for the seats provided for them. When the work was done, they received a receipt for the delivery of the leather and materials and payment of the work. If the leather and materials were not redelivered, they were required to be paid for. The prisoner Daynes was in the prosecutors' employ, and received materials for twelve pairs of boots; he did some work upon them, but instead of returning them, sold them to the prisoner Warner. These materials were entered in the prosecutors' book to Danes' debit, but omitted by mistake to be entered in Daynes' book. Held, that Daynes could not be convicted of larceny as a bailee under 24 & 25 Vict. c. 96, s. 3, as the offence of which he had been guilty was punishable summarily under 13 Geo. 2, c. 8. *Quære*, whether the transaction, as between the prosecutor and his men, did not amount to a sale of the leather and materials? (*Reg.* v. *Daynes*, 29 L. T. Rep. N. S. 468. C. Cas. R.)

MARITIME LAW.

NOTES OF NEW DECISIONS.

SALVAGE—TERMINATION OF SERVICE—PLACE OF SAFETY.—Where a steam tug is engaged to render assistance to a ship aground in the night time, and succeeds in getting her off, and takes her to a safe anchorage for the night, and lies alongside of her till morning, the salvage service does not end on the ship being anchored, but the steam tug is entitled to reward for the time she lies alongside the ship ready to render further assistance if required: (*The Philotaxe*, 29 L. T. Rep. N. S. 516. Adm.)

SALVAGE—ENGAGEMENT TO RENDER ASSISTANCE—SIGNALS OF DISTRESS—UNCOMPLETED SERVICE.—Where a steamship has been engaged to render assistance to another in distress by towing her to her port of destination, and after several hours' towing, the ships are parted by no fault of the salvor, and the conduct of the ship in distress leads the salvor to the honest belief that his services are no longer required, and thereupon the latter proceeds to her own destination, he is not thereby deprived of his right to salvage reward, but upon the other vessel arriving safe in port by her own exertions, may proceed against her in respect of the services actually rendered: (*The Nellie*, 29 L. T. Rep. N. S. 516. Adm.)

SPECIMENS OF A CODE OF MARINE INSURANCE LAW.

By F. O. CRUMP, Barrister-at-Law.

(*Continued from page* 110.)

DEVIATION AND CHANGE OF VOYAGE.

Delay.

Unusual and extraordinary delay in the prosecution of a voyage and prolongation of its period, without necessity or just cause, after the risk has begun, is a deviation.

Arn. 4 edit. 451.

There being liberty to stay, and additional delay being caused by trading, there is a deviation.

Arn. 4 edit. 448,

Inglis v. *Vaux*, 3 Camp, 436.

Goods being insured until landed, any unusual and unreasonable delay in landing them has the effect of a deviation:

Phillips, sect. 998.

If, owing to some unreasonable and unexcused delay in the course of performing her outward voyage, the ship is prevented from" arriving at the port "at and from which she is insured for her homeward voyage until an unreasonably long time after the subscription of the policy, such delay is a deviation although the outward voyage is totally foreign to the underwriter on the homeward policy:

Mount v. *Larkins*, 8 Bing. 108; *Freeman* v. *Taylor*, Ibid. 124.

Ports—Geographical order.

A ship being insured on a voyage to ports of discharge which are not specifically named in the policy, she must visit such ports in the geographical order of their distance from the port of departure. If she fails to do so it is a deviation:

Clason v. *Simmonds*, 6 T. Rep. 533; *Andrews* v. *Mellish*, 5 Hunt. 496, 502.

Ports—Order specified in Policy.

The ports being named in a particular order in the policy, that order must be observed although the sequence is not geographical:

Beatson v. *Haworth*, 6 T. Rep. 531; *Marsden* v. *Reid*, 3 East. 571.

The ship, however, may visit ports within the scope of the policy that lie wide of, or even, in special cases, that lie diametrically opposite to, the direct course of the voyage, provided this be done for purposes connected with the main object of the adventure.

Bragg v. *Anderson*, 4 Taunt. 229.

Arn. 1 edit. 367.

Ports—Re-visiting.

To re-visit a port already touched at or to sail backwards and forwards from one port to the other, unless liberty be given expressly or by implication, is a deviation.

Arn. 4 edit. 431; 1 Phillips, sect. 1014.

Leave to sail backwards and forwards "or to touch one or more times," authorizes intermediate passages.

Bise v. *Fletcher*, 1 Dougl. 271.

Thorndike v. *Bordman.*

Two Tracks.

When there are two tracks to a *terminus ad quem*, one of which is specified in the policy, it is a deviation to take the other; and if it was the settled determination of the assured at the time of the execution of the policy to adopt the latter, the underwriter is discharged:

Millwood v. *Blakes*, 7 T. Rep. 162

Letters of Marque.

Clauses empowering the ship to cruise and carry letters of marque are strictly construed.

Leave to chase, capture, and man prizes, does not extend to convoying the prize afterwards:

Lawrence v. *Sydebotham*, 6 East, 45, 52.

American Law.—This is no deviation unless involving delay or departure from the direct course of the voyage:

1 Phillips, sect. 1030.

WAIVER.

The forfeiture of a claim under a policy incurred by deviation may be waived in writing, but not by a merely verbal consent to waive it after it has occurred.

Phillips, s. 1040.

A prior deviation is not impliedly waived, although known to the underwriter at the time he accepts the risk, in case the policy in the usual way describes the voyage so that the deviation in question is a breach of the condition implied in such description.

Redman v. *Lowdon*, 3 Camp. 503; 5 Taunt 462; Arn. 4th edit. 418.

American Law.—The forfeiture is cancelled by the fact of the previous deviation being known to the underwriter.

Ph. sect. 1041; *Coles* v. *Marine Insurance Company* 3 Wash. C. C. 159.

SCOTCH LAW.—The Jedburgh Magistrates have determined to enforce the law against persons who may be convicted of swearing in the public streets.

COUNTY COURTS.

BIRMINGHAM COUNTY COURT.

Thursday, Nov. 27.

(Before H. W. Cole, Q.C., Judge.)

Worcester City and County Banking Company *v.* Mountford.

Action to recover the value of a bank cheque.

This action was brought to recover £15 4s. 1d., being the value of a cheque upon the plaintiffs' bank, obtained by Joseph Shirt, and endorsed by the defendant.

Young (instructed by Messrs. *Barlow* and *Smith*) appeared for the plaintiffs, and *Nathan* (instructed by *Edwards*) for the defendant.

The opening statement of the plaintiffs' counsel was to the effect that the plaintiffs had their central offices in Worcester and branch establishments in other parts of the country, one of which was at Evesham, and another at Birmingham. Some time ago a person named John Shirt drew a cheque on the Evesham branch in favour of the defendant for £14 18s. The defendant went to the Birmingham branch for the purpose of getting the cheque cashed, when the cashier refused payment. At an interview between the defendant and Mr. Martin Abel, a managing director of the banking company, the defendant explained that he did not wish to pass the cheque through his own bankers, because they had certain bills belonging to Shirt, which he had got them to discount, and in the event of the cheque being dishonoured there might be a difficulty in getting the bills renewed. Upon that Mr. Abel consented to cash the cheque upon the responsibility of the defendant himself. The cheque was subsequently dishonoured by the Evesham branch, and in consequence thereof the present action was brought against the defendant as the indorser of the bill.

Young referred to the case of *Woodland* v. *Fear* (7 E. & B., 819), in which it was held that banking companies having various branches at which separate accounts were kept, and from which cheque books upon the particular branches were issued were, in the estimation of the law, separate banking companies; and that, therefore, where a cheque drawn upon one branch had been cashed by another, and subsequently dishonoured, the parties were in the same position as though the banks were perfectly distinct.

The case on behalf of the defendant was that the cheque was not endorsed to the plaintiffs at Birmingham by the defendant with the intention of passing the property and the cheque to them, but only in order that they might get the money from the branch bank. It was further contended that an arrangement had been made between the defendant and the banking manager at Evesham that that bank should continue to honour the cheques of Shirt; but it was explained on behalf of the plaintiffs that at the time the conversation took place, Shirt had an overdraft of £370, and the bank at Evesham consented not to press him for the overdraw, but expressly said that they should not honour any of his cheques beyond that amount unless they had funds in hand for the purpose. Evidence was given on the part of the plaintiffs to show that at the time the cheque was drawn the bank had no funds in hand belonging to Shirt. The defendant was called, and in examination in chief said that he had endorsed the cheque because he knew he could not get the money without it.

Young asked the judge whether it was necessary, under such circumstances, to cross-examine the defendant at all, inasmuch as he submitted that it was really an undefended action?

His Honour took that view, but allowed *Nathan* to reiterate his legal objections.

In giving his decision his Honour reviewed the facts of the case and the arguments adduced on both sides. He said that he considered the result of the evidence was that the cheque was cashed under circumstances which made it rather giving change for a cheque than giving cash for it in the ordinary way. According to the ruling of the court in the case of *Kean* v. *Beard*, the defendant might be sued as the endorser of the cheque, and the only defence that could be raised was that which had been attempted, namely, that the defendant in endorsing the cheque had no intention of making himself liable upon it; that it was like a person writing his name on a bank note merely for the purpose of identifying it. He considered, however, that the evidence established the fact that the defendant had endorsed the cheque with the intention of making himself liable upon it, and that it was cashed on the credit of the defendant, and as a cheque bearing his endorsement. It must be conclusive that the defendant had endorsed the cheque, and negotiated it, with the view of getting the money in the way he had, and of being liable for the money received. He had, therefore, come to the conclusion that there was a right on the part of the plaintiffs to maintain this action in the form it had been brought, and accordingly there must be a verdict for the plaintiffs for the amount claimed.

BRIDPORT COUNTY COURT.

Friday, Nov. 21.

(Before T. E. P. Lefroy, Esq., Judge.)

Spiller *v.* Bugler.

Husband and wife—Wife's agency.

The fact of a husband supplying his wife from time to time with money necessary to provide for his family negatives her implied agency to pledge his credit.

The plaintiff is a baker, of Barrack-street, and the defendant is a fireman at the Pymore Mills. The parties had appeared before the court on two former occasions, with a view to settle their differences, but each time an adjournment was necessary, and the plaintiff's accounts, which his Honour wished to be satisfactorily put before him, were referred to Mr. Read, clerk to the registrar, and the attorneys in the case, in order that a plain statement of how matters stood might be arrived at. The point at issue was this. Defendant had dealt with the plaintiff for bread for nearly twenty years. Mr. Spiller, in the course of his periodical deliveries, had left bread at Bugler's house for seventeen years, when the latter's wife died. At that time, now three years ago, plaintiff alleged that defendant was £11 15s. 11d. in his debt. On the other hand, Bugler repudiated the claim *in toto*. His defence was that he had given his wife the whole of his wages—14s. a week—to find household necessaries, and he had no reason to think that she was not paying for the bread weekly. He also asserted that just as his wife was on the eve of death, he, in a conversation with the plaintiff, elicited from him that "she (his wife) was standing all right with him." This admission the plaintiff denied ever having made.

F. W. Gundry again appeared for the plaintiff.

J. A. Day for the defendant.

Mr. Read laid the result of the examination of plaintiff's accounts before his Honour, who read the items as follows:—Due to plaintiff at death of defendant's wife, 5th Sept. 1870, £11 15s. 11d.; bread delivered since, £23 2s. 4d.; money paid by defendant to plaintiff since his wife's death, £19 9s. 5d.: total balance owing, £15 8s. 10d.; deduct the £11 15s. 11d. due at defendant's wife death, balance remaining, £3 12s. 11d. The case was then gone into on its legal merits.

Gundry maintained that the article supplied to the defendant's wife being bread, it was a necessary one; also that there seemed to be the same mode of dealing after defendant's wife's death as before, as shown by the fact that the debt had grown larger since; and he held that it was very discreditable for a man to try to make his dead wife a scapegoat as the defendant was trying to do.

His Honour said he could not exactly adhere to *Gundry's* proposition that the defendant had been very irregular in his payments since his wife's death, because in three years, out of £23 2s. 4d. he had paid £19 9s. 5d., letting back only £3 12s. 11d. He thought that rather corroborated the fact that the man was a tolerably fair paymaster.

Gundry.—In three years he got £3 12s. 11d. in debt, and in seventeen years, before his wife's death, £11 15s. 11d.; the latter being less taking the average of three years.

Day.—Defendant for the past three years has been paying for a specific purpose—that of satisfying the plaintiff for bread he was then supplying from week to week, and not towards the old debt.

Gundry.—It is one and the same account, and payments could only go to the earliest items.

His Honour.—If a man gives his wife money for household expenses he is not further liable.

Gundry.—But surely it is not the business of a tradesman to ascertain what understanding there is between husband and wife.

His Honour.—He ought to apprise the husband of the fact that his wife was getting in his debt.

Day.—My friend, Mr. Gundry, begs the question altogether. Plaintiff told my client that at his wife's death there was nothing owing.

Gundry was about to quote what he deemed a parallel point settled in his favour.

His Honour interposed by saying that in the Common Pleas it had been decided that where a husband had forbidden a wife privately to buy goods on credit he was no longer liable.

Gundry.—Here the goods were delivered at the defendant's own house.

Day.—To the wife.

Gundry.—At the house. It would break up all the credit in the country if such a debt as that were disallowed; and he then cited the case he had before referred to, which he contended made the husband's authority to the wife binding upon him. This was not like one of those cases where a "tallyman" went and induced a wife to buy finery and jewellery, but the plaintiff had delivered bread which it was absolutely necessary a wife and family should have.

His Honour said he should hold that it was the plaintiff's bounden duty to give the defendant notice of his wife's indebtedness. I am of opinion that the fact of defendant supplying his wife with money to provide for his family from time to time negatives her implied agency at law, and I have less hesitation in this case because I am quite sure substantial justice is done. This ought to be a warning to the plaintiff and all tradesmen to give notice to the husband of the wife's debt. There would be a verdict for £3 12s. 11d. only, the debt incurred by defendant since his wife's death.

[We should like to be referred to the decision which has gone this length. *Phillipson* v. *Hayter* was the last decision in the Common Pleas, and that certainly does not support the learned judge. —Ed. L. T.]

BRIGHTON COUNTY COURT.

Wednesday, Dec. 11.

(Before F. H. Lascelles, Esq., Deputy Judge.)

Smith v. Angove.

Sheriff's fees—Action against attorney for.

This was an action by the officer of the sheriff of Sussex to recover £6 12s., his costs and charges on a levy made under the following circumstances:—

On the 10th June, defendant, who is a London attorney, caused a writ of *fi. fa.* to be issued and lodged with the town agent of the sheriff, to recover the amount of a judgment debt and costs in an action, in which the defendant resided at Brighton. The following day, the 11th June, the defendant (Angove) received a telegram from the officer in the following words: "*Johnson and others* v. *Graham.* Notice served on me. Graham filed his petition for liquidation yesterday. Under these circumstances telegraph reply whether I am to seize or not." The reply to this telegram was: "Seize by all means." The officer having been served with restraining orders, wrote to Mr. Angove on the 17th June, requiring to know whether he should keep his bailiff in until the restraint expired on the 2nd July, or whether he should at once withdraw, and to this Mr. Angove replied on the 21st June, stating that "the sheriff must exercise his own discretion regarding the writ." The officer, did not, however, go out until the 2nd July, on which day Graham's creditors passed a resolution to wind-up his affairs in liquidation, and of which due notice was given. Application was then made to Mr. Angove, by the officer for the payment of his costs and charges, the items of which were—levy fee, £1 1s.; telegram, 1s.; possession money, twenty-two days, at 5s. per day, £5 10s.; total £6 12s. Mr. Angove repudiated all liability, and this action was the result. It should be mentioned that the return to the writ was *nulla bona.*

Lamb for plaintiff, having opened the case as above, proceeded to read and comment on the case of *Newman* v. *Merriman*, reported in 26 L. T. Rep. N. S. 397, which he believed would be relied on by defendant, and with great discrimination to distinguish the present case from it, alleging special employment arising out of defendant's reply to plaintiff's telegram of the 11th June, as the ground of such distinction. In *Newman* v. *Merriman* no such employment could be alleged, but in this case he contended his client had a right of action on a *quantum meruit*, for services rendered. Also, benefit to the execution creditors might have resulted from the acts of the officer, as in the case of a composition being agreed upon, or the proceedings wholly falling through.

Angove, defendant in person, raised and argued the following points, viz., First, that the levy was abortive; secondly, that the officer must be taken as acting throughout on the original instructions derived under the writ; and thirdly, that no express employment was proved. In support of the first point the file of proceedings in Graham's liquidation and the sheriff's return were put in, and *Newman* v. *Merriman* cited; and it was submitted that that case must govern the present one, should his Honour be of opinion that no express employment was proved. In support of the second and third points, it was contended that the admission that the writ was duly lodged was sufficient to connect the officer with the sheriff as his servant throughout (per Abinger—*Shepherd* v. *Wheeler*, 8 Car. & P. 332; *Ramsay* v. *Eaton*, 10 M. & W. 22). Before the passing of the Common Law Procedure Act, 1852, the law as to the liability incurred by an attorney suing out execution was very unsettled, but in the absence of express employment or interference no general principle whereby the attorney was held liable had been established, Lord Ellenborough laying it down in *Bilks* v. *Havelock* (3 Camp. 374), that the writ according to the general rule must be considered as the king's writ, executed by persons appointed by the Crown. The 123rd section of the Act alluded to, however, pointed out how these persons were to be paid, and provided that they might levy the costs and expenses of executing the writ "over and above" the judgment debt and costs (*Marquis Salisbury* v. *The Queen*, 29 L. T. Rep. 225). The telegram of the 11th June, sent off by

one of the defendant's clerks, was a mere expression of opinion as to the best course to be adopted, and no instructions had been given by defendant *ex mero motu*. Seizure being made after petition filed, no benefit could arise from it (*vide* cases in point collected in last edit. Roche and Hazlitt on Bankruptcy) and sheriff should have exercised a proper discretion.

His HONOUR delivered judgment in these words: I have given a great deal of attention to this case, which has been very ably argued. I need not recapitulate the facts, as they are so fresh. I must, however, refer for a moment to these dates and these telegrams. The first telegram to which I need refer is that dated 11th June from Mr. Smith to Mr. Angove, and the reply of the same date, of which the only pertinent words are, "Seize by all means." After that the sheriff's officer wrote on the 13th June that he did not see any object to be gained by his continuing in possession, but no reply is received to this. The next documents that come before me are a letter and also a telegram of the 17th June from the sheriff's officer, "Shall I withdraw my bailiff or not?" Then comes the letter of the 21st June from the defendant, "The sheriff must exercise his discretion regarding the writ of *fi. fa.*" I do not think it necessary for me to take it further or to refer to any other document. Now, there is no doubt that it is an axiom of law that an attorney is not liable to a sheriff's officer unless labour has been performed beneficial to him; but the defendant has admitted here that if any express contract is made an attorney is liable. The question for me to consider is whether or not any express contract was implied in that telegram, and I am distinctly of opinion that there is an express contract. The words are, "Seize by all means." As early as the 13th June Mr. Smith wrote to Mr. Angove, "I do not see any object to be gained by keeping me in possession;" and at last, but not until the 21st June, some further correspondence takes place, when Mr. Angove, wishing to wash his hands of the whole thing, writes and says that the "sheriff must exercise his own discretion regarding the writ of *fi. fa.*" I shall find for the plaintiff for possession up to the 21st June, but no longer.

CHELTENHAM COUNTY COURT.

Friday, Nov. 28.

(Before C. SUMNER, Esq., Judge.)

JOHNSON *v.* TURNBULL.

Application for new trial—One of the jury a friend of a party—Costs.

Potter said he had to ask his Honour to restrain execution till next court day, when Mr. Boodle would make an application for a new trial on the ground that one of the jury was a friend of the defendant

His HONOUR said Mr. Boodle stated all that at the last hearing.

Potter said he had not gone into the case fully, but he had just been asked to make the application by Mr. Boodle's clerk.

His HONOUR said Mr. Boodle's clerk had asked Mr. Potter to make a hopeless motion.

Stroud said he must ask for the costs of that motion being granted. When his Honour made an order for costs on Saturday last, Mr. Boodle intimated to him that he intended to bring another action, and asked him (Mr. Stroud) where he should like to have that action brought. He replied that it was perfectly immaterial to him where he brought his action, because he was perfectly certain of being successful wherever it was, and as far as that went he left Mr. Boodle to take his own course. That understanding was come to on the day of the court, and on the 26th inst. Mr. Boodle wrote to him inquiring if he intended to apply for a writ of *certiorari*, as if he did not, he (Mr. Boodle) would bring his action in the County Court. To that he (Mr. Stroud) replied that as then advised he had not the slightest intention of applying for a *certiorari*; but that he should apply to his Honour to stay further proceedings until the costs in the former abortive action were paid, pursuant to his Honour's order. Yesterday afternoon he received from Mr. Boodle a notice to the effect that he intended to apply to his Honour for a rescindment of the order for costs, on the ground of the misconduct of one of the jury in not intimating to the court the fact that he was intimately acquainted with the defendant; and that if the judge refused to rescind the order for costs, then he should apply for a new trial. He further stated that he should apply for a taxation of costs, and also that the judge might make such other order as he might think fit. He meant to say that Mr. Boodle put so many strings to his bow that he (Mr. Stroud) really did not know which he was going to play upon, and he was, therefore, obliged to come there and bring Dr. Turnbull to defend the very serious attacks which had been made upon his reputation, and which he could not for a single moment allow to go uncontradicted. He did not think his Honour would refuse his order for costs. It was a very serious thing for a medical man to get in an action of that kind, and he believed the taxing master would admit that no undue allowance was made, and in fact if there was any cause of complaint it was on the part of Dr. Turnbull. His Honour would see that a case of that kind involved the very life and livelihood of a professional man, and he was therefore obliged to spare no expense to defend his reputation, and in point of fact instructed him to prepare brief for counsel, which he did, but was obliged to abandon the idea of having counsel there on account of the great expense. All these costs were therefore abortive, and for these Dr. Turnbull would have to pay out of his own pocket. More than that, he would desire to call his Honour's attention to the extreme suddenness of Mr. Boodle's withdrawal. He allowed the case to proceed all the first day, and then when he saw that his client must lose, he decided to withdraw from it, and he (Mr. Stroud) had no intimation of such intention until he came into court on Saturday, and the consequence was he had his witnesses there at a great expense from Gloucester and elsewhere. He submitted that this was an exceedingly vexatious proceeding, and he did think, having regard to all the circumstances, that it was a case in which the defendant ought to have the costs of attending there that day.

Potter pointed out that in any case it was not necessary to have Dr. Turnbull present, and that his expenses therefore ought not to be allowed.

His HONOUR said that it was by no means a matter of course that when an application of that sort was refused the successful party got his costs. When a motion was made and costs were asked for, if notice was given of the motion, as a matter of course costs followed against the unsuccessful party, but where a motion was made without asking for costs, it was not a necessity that costs were given. There was some doubt in the matter, but he believed the defendant had been put to a good deal of unnecessary expense. It was perfectly easy, as Mr. Boodle had made up his mind to withdraw from the case, for him to inform Mr. Stroud of the fact, and thus avoid the expense of his bringing all his witnesses. He thought this was a very vexatious expense, which probably the defendant would never be repaid. Under these circumstances, he thought in refusing the application he ought also to give costs against the plaintiff. At the same time, although perhaps it was right and desirable that Mr. Turnbull should attend there, his presence was not actually required, and he should not allow his costs.

CHORLEY COUNTY COURT.

(Before W. A. HULTON, Esq., Judge.)

Friday, Dec. 12.

HALL *v.* PENDLEBURY.

Agreement to purchase cottages—Specific performance.

Mutuality need not be expressed on face of agreement, if it can be fairly inferred from the terms used. Certainty as to terms and time not necessarily of the essence of the contract.

The fact of the bargain being a bad one for one of the parties not sufficient reason for setting it aside.

Watson (barrister) for plaintiff.

Edge (barrister) for defendant.

The chief facts of the case are that on the 2nd of May last plaintiff met the defendant in a public house at Chorley, and the latter began to talk about having purchased some property at an auction sale. The plaintiff thereupon said he had some cottages to sell. Pendlebury said he would give him £500 for them, and after the offer had been repeated two or three time plaintiff accepted it, and an agreement was drawn up and signed by each party in presence of witnesses, and the defendant deposited £5. Subsequently, however, defendant repudiated the contract on the ground that he was intoxicated at the time it was entered into. Several witnesses for the plaintiff swore that defendant was sober, while witnesses for the defendant said he had been drinking for a week, and was drunk at the time. This part of the case was decided by a jury, who found a verdict for the plaintiff. Counsel then argued the legal points,

Edge, for the defendant, argued that there was no mutuality in the contract, and that the court could not decree its specific performance, as there was no agreement for the defendant to purchase.

His HONOUR was of opinion that there was no necessity that such an agreement should be expressly stated on the face of the contract. It is sufficient if it can be fairly collected from the terms used.

Another objection was that there was a want of certainty in the terms of the agreement, it being argued that no time was fixed for the payment of the purchase money, or for the purchaser to be let into possession.

His HONOUR thought the omissions were not of the essence of the contract, and that the law would supply them. It was further argued that it would be unfair for the defendant to carry the contract into effect (as the cottages were not worth what they were represented to be), and on this point His Honour said defendant had made a bad bargain. His Honour was further of opinion that defendant at the time the contract was made was sober. After considering all the circumstances of the action, his Honour decreed for a specific performance of the contract, according to the prayer of the plaint.

HASLEMERE COUNTY COURT.

Thursday, Dec. 11.

(Before H. J. STONOR, Esq., Judge.)

ALEWYN *v.* LUFF.

Ejectment—Suspicious deed—New trial—Costs.

A VERDICT in this case was given at the previous trial for the plaintiff.

Hull, solicitor, of Godalming, now made application for a new trial on the ground of surprise in a certain deed which went to show that consideration money was paid in 1862, and also on the ground that such consideration money was never paid. In support of the application Mr. Hull said that he received no notice that the deed of 1862 was in existence, and consequently at the last trial he was taken by surprise, and had no opportunity of disputing it. In support of the latter ground of the application, viz., that the consideration money supposed by the deed of 1862 to have been then paid, and which put the case out of the Statute of Limitations, he would put in three affidavits to show that such consideration money never had been paid. If this money had not been so paid then the action would be barred by the Statute of Limitations, as the plaintiff had no other proof of possession within the period of twenty years. Mr. Hull then put in and read the affidavits of James Teesdale.

Folkard, barrister, instructed by *Albery* and *Lucas*, of Midhurst, who opposed the application, objected to the admission of the affidavit on the ground that it was of a hearsay character.

His HONOUR ruled that such affidavit could be read in support of an application for a new trial.

Folkard said that the contents of the affidavit were only evidence in a new form. If it was not evidence, it was a tender of evidence. The affidavit of Teesdale was to the effect that in 1862 or thereabout he drove Hoad (whom the deed put in by Mr. Folkard at the trial showed to have paid the consideration-money) to Godalming to see his lawyer, whose name was Woods. Woods was not satisfied that the property was clear, and he (Teesdale) did not believe Hoad paid any money. The next affidavit was that of John Hoad Tidy, nephew of the Hoad in question (who is dead), stating that he was one of Hoad's executors. He did not believe Hoad paid any money. If he had done so he should have seen an entry of it in Hoad's books, and no such entry existed.

Stephen Pannell, another executor of the estate of the deceased Edward Hoad, made affidavit that he never considered the property in question as belonging to Hoad.

Hull argued that a new trial should be granted, in order to give him an opportunity to call these witnesses. He thought then that their twenty-two years' possession would run against the documentary title on the other side.

His HONOUR said the case of the plaintiff was that the property was conveyed to him both by the mortgagee and mortgagor.

Folkard—We claim under both.

Hull—But they prove that we had twenty-two years' possession, and if we prove that in 1862 no consideration was paid at all, it would affect the groundwork of the whole thing.

Folkard said that the present application was one of the most extraordinary that he had ever heard made, and it was made in the most extraordinary manner. It was attempted to be supported by evidence of the merest hearsay character—evidence that would never be admitted in a trial, even if a new trial were granted. It was hearsay evidence of interested parties given in denial of a deed executed in solemn form, under sign and seal. He challenged his friend to produce a single authority to show that such statements and such affidavits had been received by any court in contradiction of a deed executed under hand and seal, and duly witnessed. He (Mr. Folkard) could not imagine what kind of grounds his friend was going to base his application for a new trial upon. On the ground of surprise he should contend that there was no ground for the application whatever.

His HONOUR intimated that he was of Mr. Folkard's opinion on the ground of surprise.

Hull said that if deeds came by surprise that should be sufficient ground for a new trial.

Folkard said that there was no suggestion that the deed was forged.

His HONOUR.—No doubt the suggestion is that the deed was concocted.

Folkard proceeded to deny the insinuation with some indignation. Was it, he said, to be in-

sinuated that Mr. Marshall, who drew the deed, and who had been, as he (the speaker) was informed, one of the most highly respectable solicitors in the county, would lend his hand to such a transaction as that?

His Honour pointed out that there was no evidence that Mr. Marshall prepared the deed.

Hull.—We have not heard of Mr. Marshall; we believe that the deed was prepared by Mr. Woods himself.

In the course of some further discussion, it transpired that the mortgagee, the mortgagor, and Mr. Marshall were all dead.

Folkard thereupon said that if after a lapse of twelve years such a deed as he had put in was not sufficient evidence, no landed property would be safe; if such a evidence as that proposed to be given to upset the deed was to be admitted, no gentleman's landed estates would be safe. If the matter in point had involved the name of some man who had been prosecuted for perjury, then he would grant that there would be some ground for granting a new trial, but in this case he would contend that there was no ground whatever. Mr. Folkard then went through the affidavits, and argued strongly that they were of a hearsay character. One affidavit, he said, was hearsay upon hearsay.

His Honour.—I shall give a new trial to enable them to test the validity of this deed.

Folkard said he earnestly hoped his Honour would not depart from all precedent and grant a new trial on hearsay evidence. He argued that a new trial should not be granted on another ground, viz., that the other side had shown no evidence that they themselves had a good title. There had not been a single affidavit put in by the other side to show that they had an atom of title. The proper course, Mr. Folkard contended, would be for the other side to bring an action of ejectment against his client. Again, why did they not raise this objection when the deed was produced at the last trial. He would strongly urge that it would be a bad precedent, and, he could not help saying it, a dangerous precedent, to grant a new trial on mere hearsay evidence that the consideration money had not been paid. The parties who could throw most light on the matter were dead, and the deed was executed twelve years ago, and, if a new trial is granted, the first thing he should do would be to object to the introduction of this hearsay evidence at all. He contended that such evidence was not to be received. If this were so, he could not imagine of what use a new trial would be to the other side.

His Honour said it was quite clear that the deed was of a suspicious character and required a good deal of examination. It was very possible that in cross-examination on that deed facts might be elicited which would throw considerable light on the minds of the jury in deciding whether that deed was executed in good faith and the consideration money paid.

Folkard said the deed spoke for itself.

Hull replied that they were no parties to the deed, and knew nothing of it.

Folkard asked that if his Honour granted the new trial, he would allow all costs as between the attorney and client. The objection ought to have been taken at the trial. Such applications were never granted without payment of all costs to put the parties in the same position as they were before.

His Honour said he did not think the costs between attorney and client should be granted. The usual costs would, in his opinion, be sufficient.

After some further conversation,

Folkard said: May I ask your Honour to give me leave to appeal from this your judgment to a Superior Court. I am convinced that the granting of the application is totally without precedent, and I must really ask your pardon to take the opinion of a Superior Court.

His Honour.—I am certain it is for the interests of justice to give a new trial, and it is not for the interests of justice to give leave for an appeal. His Honour ultimately, on the question of costs, said the costs of the last trial were to be paid. The costs of the application would be taxed by the registrar within a week, to be paid within a fortnight, failing which an execution to issue.

UTTOXETER COUNTY COURT.

Monday, Dec. 15.

(Before W. Spooner, Esq., Judge.)

Chawner *v.* Sale.

Turnpike road—Negligence of trustees—Liability. The plaintiff, Mr. R. J. Chawner, solicitor, Uttoxeter, sued the defendant, Mr. Wm. Henry Sale, solicitor, Derby, as clerk to the trustees of the Derby and Uttoxeter turnpike road. The following were the particulars of claim: "For the injury done to plaintiff's horse on the 8th March 1873, caused by putting his foot in a hole left on defendant's road in the parish of Doveridge through the negligent and unskilful repair of the said road.

A. J. Flint, solicitor, Derby, appeared for the plaintiff.

Hextall, solicitor, Derby, for the defendant.

Flint opened the plaintiff's case, stating that defendant, who resides at Doveridge, but practices at Uttoxeter, and rides backwards and forwards. On the day in question was returning home, riding his horse at the side of the road, where there had formerly been turf, but where a track or pad had been worn by persons walking and riding. His horse suddenly stumbled and put its foot in a hole close by the side of the road. Plaintiff was thrown off but not hurt. The horse was injured to the extent of £15. The damages had been admitted on behalf of the defendant, and the only question in dipute was that of liability. Mr. Flint quoted several passages from Addison on Torts, in support of his case.

The plaintiff was called and deposed to the above facts.

Cross-examined by *Hextall.*—I find no fault with the hard road or its condition; there is a width of over 20ft. of made road at the point where the accident happened, exclusive of a 5ft. footpath on the opposite side of the road to where I was riding. I frequently rode along the grass and along the pad at the side of this road; I did it to ease my horse, in fact nearly always; I had seen no sign of a hole there before. I think my horse did not make it by the ground giving way at the moment, it must have been there before. I never had any cause of complaint against the trustees before my horse fell on to the hard road and hurt its knees—it struggled from the hole on to the road. The hole was about as large as a horse's hoof, it was close to the road, there was not a foot of turf between it and the road. There were formerly posts and rails along that side of the road; they were close to the hard road with no turf between; they were taken away many years ago. I do not recollect remonstrating with a man employed by the road surveyor for cleaning up the turf; I may have done so, if I did it was because his so doing narrowed the grass at the sides of the road along which I used to ride.

Mr. Hawthorne, surgeon, Uttoxeter, was on the spot a minute after the accident—plaintiff's horse had got up—remembered the posts and rails being at the side of the road—the hole was an old post hole—it was two feet deep at least—it was partly on the pad, but the greater part on the turf between the pad and the road.

Cross-examined.—There are a few inches of turf between the pad and the road. The road is always in very good condition—the posts and rails were close up to the road—they were removed ten years ago—when they stood there, there was no grass between them and the hard road. Since that time the sweepings of the road have been left at the side, and a little grass has grown over them, but there is not more than two or three inches between the hole and the road.

Charles Crofts, builder, Uttoxeter, was sent by plaintiff to view the spot; a plan was made; the hole was only a few inches from the hard road; the posts and rails were close up to the road.

Cross-examined.—I have no distinct recollection about the posts and rails, they have been removed many years; I do a good deal with such work as post and rails; a good oak post will last ten or twenty years or more when fixed in the ground.

Mr. Woolliscroft, of Somershall, said he knew the scene of the accident; people always walked and rode along the side of the road. He corroborated the other witnesses as to the posts and rails coming close up to the road.

Cross-examined.—I never rode along the side of the road myself; I am very cautious; I have been thrown off my horse on the hard road; it was no fault of the road.

It was admitted that the trustee's surveyor had ordered the hole to be filled up after the accident.

His Honour.—Of course it would be filled up. The surveyor would not let it remain after his attention had been called to it.

Hextall.—Your Honour will not let that prejudice the defendant as to his liability.

His Honour.—Certainly not.

Hextall submitted in the course of a lengthy argument, that the defendant was not liable. He would show that no action would lie against trustees of a turnpike road for its non-repair, and consequently their clerk was not liable. The case of *Gibson* v. *Mayor &c., of Preston* (22 L. T. Rep. N. S. 293), was greatly in point. Hannen, J. in delivering judgment, pointed out that at common law no action lay for the non-repair of a highway, and that a plaintiff must show that a right to sue was given him by statutory enactment. There was no case of successful action against turnpike trustees for non-repair; *Whitehouse* v. *Fellowes* (4 L. T. Rep. N. S. 177) was not in point; the injury there was damage to a neighbouring proprietor through negligence during the process of repairs. There was no doubt the parish of Doveridge had been at all times liable to repair the road, and this liability was expressly continued to them by the General Acts (4 Geo. 4, c. 95 s. 80, and 7 & 8 Geo. 4, c. 24 s. 17,) as well as by the Derby and Uttoxeter-road Act, passed in 6 Geo. 4. The trustees could not be indicted for non-repair, but the proper course was to indict the parish: *Rex* v. *Netherthong* (2 B. & A. 179), *Rex* v. *Oxfordshire* (4 B. & C. 194). This was expressly recognised by Statute, the 5 & 6 Will. 4 (c. 50 s. 94), gave power to justices to order repairs summarily; and the 3 Geo. 4 (c. 126 s. 110), provided that where a parish was indicted for not repairing a turnpike road, the fine inflicted was to be apportioned between the inhabitants of the parish and the trustees of the road, thus preventing circuity of action, and obviating the necessity of proceedings by the parish against the road trustees. For the defendant it was also relied on *Young* v. *Davis* (6 L. T. Rep. N. S. 363, in the Exchequer Chamber 9 L. T. Rep. N. S. 145). This was an authority in his favour. In that case every authority was cited, even as far back as the year books, and it was held that a surveyor of highways could not be sued for non-repair. In the same case (on appeal) Willes, J., asked if plaintiff's counsel could point out any case against turnpike trustees for non-repair, and was answered in the negative. If such an authority was to be found, it would have been produced. There were other cases, but he (Mr. Hextall) would not quote them. He relied on those he had referred to. It was clear that at common law no action lay for non-repair, and it was for the plaintiff to show that in this case a power to sue had been given by Statute. Under the Turnpike Acts the parish still remained liable, and should be indicted if the road was in a bad state of repair.

His Honour.—I must call on Mr. Flint to show me a case in which trustees have been held liable.

Flint referred to *Hartnall* v. *Ryde Commissioners* (8 L. T. Rep. N. S. 574), and to 3 Geo. 4, (c. 126, s. 74), enacting that trustees may sue or be sued in the name of their clerk.

Hextall argued that the case quoted was not in point. There the defendants had been made liable by a special clause in a Special Act. The section of the Turnpike Act only prescribed the manner of suing and did not give a cause of action where none previously existed.

His Honour.—You say that as a corporation the trustees cannot be sued without a special provision to that effect, and that in the present case there is no such provision.

Hextall.—Precisely so.

His Honour.—I do not think I can give judgment for the plaintiff in the face of the cases and argument for the defendant, but if necessary I will reserve the point, and give leave to either party to set me right, if I am wrong, by an appeal.

Hextall then addressed the Judge on the facts, and commented on the failure of the plaintiff and his witnesses to remember the exact positions of the old posts and rails. He would prove that when they stood there was a space of over 2ft. of turf between them and the road; that when the accident occurred there were 3ft. of grass between the hard road and where plaintiff was riding, and should contend that there was no negligence on the part of the defendant; and that, even if there were, the plaintiff was guilty of such contributory negligence in riding at the side, instead of on the hard road, as would disentitle him to recover damages.

Thomas Dearville said he had been surveyor of the turnpike road for over twenty years; always kept it in the best state he could; remembered the posts and rails being taken away eleven years ago. He was surveyor at the time, and superintended their removal. Lord Waterpark took great interest in their removal, and the levelling of the ground on which they stood. At the same time a brook course, which ran between them and the hedge, was filled up, and a culvert put in. The posts were carefully removed. No complaints had ever been made before. He measured the distance from the hole made by plaintiff's horse to the hard road, two days after this accident. It was 3ft. In September last the turf was "dressed," and that has narrowed the space by some inches.

Cross-examined by *Flint.*—The posts were oak. They were not sawn off.

Mr. John Harpur, late surveyor of the Litchurch Local Board, Derby, and now surveyor of the Derby and Mansfield Turnpike Road, said he had had twice examined and measured the *locus in quo* in May last, and again this day; found 3ft. of grass between the site of the hole and the hard road. The road itself was a particularly good road; full width, and a good footpath on the opposite side; had had thirty years experience of road-making.

His Honour.—I am satisfied that due care and diligence was shown in the removal of the posts and rails, and that there was no negligence on the part of the trustees. The surveyor does not guarantee his road. He is only required to use ordinary diligence, and this he has done. I give judgment for the defendant. Costs allowed.

BANKRUPTCY LAW.

BIRMINGHAM COUNTY COURT.

Thursday, Dec. 11.

(Before H. W. COLE, Q.C. Judge.)

Re MORRELL AND GAITES, *Ex parte* SHARP.

Bankruptcy—Fraudulent preference.

THIS was an application by Mr. Luke J. Sharp, the trustee in the bankruptcy for an order to compel Mr. William Bedford, of Vyse-street, Birmingham, jeweller, to deliver up to them certain jewellery goods and diamonds, deposited with him a few days before the bankruptcy, and for payment of costs.

Robert Duke, solicitor, Birmingham, appeared for the trustee, and *James Motteram* (of the Oxford Circuit), instructed by *J. C. Fowke*, solicitor, Birmingham, opposed the motion on behalf of Mr. Bedford.

The application was heard on the 28th Nov. last, and the court reserved judgment.

His HONOUR, in delivering judgment, said it appeared that on the 30th July last, Bedford sold and delivered some 9½-carats brilliants for £95 to the bankrupts, Morrell and Gaites, who were jewellers, carrying on business in Birmingham, and took their acceptance for the price bearing date 30th July, and payable about six months after date. On the same day the bankrupts sent back the brilliants to Bedford to be mounted, and he mounted them in thirteen rings, for which work the further sum of £11 14s. became due to him. On the 16th Aug. he sent the rings to the bankrupts' place of business too late for them to receive them, and they were brought back. But on the 18th Aug. he again sent the rings, when they were duly received and a receipt given for them. Under these circumstances all lien on the part of Bedford in the rings was of course gone at that time. It appeared, however, that later on the same day, Morrell, one of the bankrupts, sent back the rings to Bedford, and shortly afterwards called upon him and asked him to hold them for a few days, as he (Morrell) and his partner were then quarrelling. This Bedford promised to do, and he had since retained possession of the rings, which were part of the goods in question. Besides the £95 and £11 14s., there was in August a further debt of £76 6s. 5d. owing from the bankrupts to Bedford for sundry goods sold. On the 18th Aug. the bankrupts were served, at the instance of a French creditor named Grillot, with a trader debtor summons, dated the 16th Aug., and therefore Morrell went to Bedford and informed him of the facts, and expressed a desire that Bedford should co-operate with him in taking such steps as might be necessary in the interest of the English creditors. Bedford then went with Morrell to the office of Mr. Duke, his solicitor, and under the advice of Mr. Duke, who appeared to have considered the interests of the general body of English creditors rather than the interests of Bedford personally, signed a trader debtor summons on the bankrupts for the debt due to him, and it was served on them. Thus far Bedford had had no advice except that of Morrell's solicitor, Mr. Duke, who appeared never to have been consulted, except to protect the interests of the whole body of English creditors. On the 22nd Aug. Bedford consulted his own private solicitor, Mr. Fowke, and in consequence of the advice which that gentleman gave him, he sought an interview with Morrell, and asked him for some security for his debt. A request from Bedford at that critical time was nearly equivalent to a command, and Morrell did not attempt to resist it, but at once agreed to send Bedford some goods as security for the debt of the firm owing to Bedford, and another debt owing to another creditor, named Cohen, who had since repudiated all claim to the security; and if anything was left after paying them, Morrell stated that he wished it to be held for the English creditors generally. In consequence of what had been agreed to at that interview, Morrell, on the evening of the same 22nd Aug. sent on behalf of the firm, two boxes of jewellery to Bedford. Later in the evening, Morrell and Mr. Robeson, the traveller of the firm, called on Bedford, and represented to him that the jewellery was more than enough to pay off Bedford's debt and Cohen's also; and, as that was the fact, Bedford allowed them to take away part of the stock deposited, leaving one box and a parcel, together worth £700. Bedford's debt being now satisfactorily secured, he determined not to go on with the trader-debtor summons, which he had taken out through Mr. Duke, and he communicated that intention to Morrell on the 25th Aug. On the 25th Aug. Grillot, the French creditor, presented his petition in bankruptcy, returnable on the 10th Sept., on which day Morrell and Gaites were adjudicated bankrupts. Bedford had since given up to the trustees a further portion of jewellery stock, not necessary to answer his claim, but he still held the remainder, which was said to be in a locked-up box, the key of which had never been in Bedford's possession. His Honour said he did not regard that fact as one of any importance, as the box and its contents were unquestionably sent to Bedford by way of security for his debt, and not merely for safe custody. The question was whether the remaining jewellery stock now in the possession of Bedford could be retained by him as against the claim of the trustee in the bankruptcy. His opinion was that the deposit of that jewellery with Bedford was not the voluntary or spontaneous act of the bankrupts, or either of them, but the result of pressure, which, under the advice of Mr. Fowke, was put on Morrell by Bedford on the 22nd Aug. Under such circumstances, although Bedford knew that the bankrupts were then in a state of bankruptcy, his Honour considered it to be well established by the case of *Ex parte Topham, Re Walker* (L. Rep. 8 Ch. App. 614), that this was not a fraudulent preference, and that Bedford was entitled to retain the jewellery stock now in his possession until the whole debt due to him was satisfied, including the £95 for which the acceptance was given by the bankrupts. He, therefore, declared that Bedford was entitled to a valid lien upon such of the jewellery stock deposited with him on the 22nd Aug. as still remained in his possession for the £183 6s. 5d., which was due or owing to him from the bankrupts at the time of the bankruptcy, and that such deposit was not a fraudulent preference; but he declared that Bedford had no lien upon the thirteen rings, except for the sum of £11 14s. (part of the £183 6s. 5d.) due to him for work and labour thereon. He ordered that, on payment by the trustee to Bedford of such £11 14s., Bedford should deliver up the rings to the trustee; and he ordered the assessed jewellery stock now in the possession of Bedford to be sold by him, and that he should retain thereout the balance of the said £183 6s. 5d., together with his costs of or relating to the present application; the surplus, if any, to be paid over to the trustee.

BRISTOL COUNTY COURT.

Friday, Nov. 21.

(Before E. J. LLOYD, Q.C., Judge.)

Re CHARLES JAMES BUDGE.

Composition — Adjudication — Bankruptcy Act 1869, *s.* 126, *sub-s.* 11.

Beckingham, who appeared for a creditor, said in that matter he had to make application to have a debtor adjudged a bankrupt, in accordance with the provisions of the 11th sub-section of the 126th section of the Bankruptcy Act. The debtor for some time previous to the filing of his petition on the 21st Dec. 1871, carried on business at St. Vincent's-terrace, Hotwells, as commission agent and dealer in cigars. At the first meeting of creditors held under his petition a resolution was passed accepting a composition of 2s. 6d. in the pound, 1s. 3d. to be paid in two months, and 1s. 3d. in four months, and the debtor asked Mr. Philip Owen to secure that composition to the creditors, and he agreed to do so. The resolution was confirmed at a subsequent meeting, and the estate was directed to be vested in Mr. Owen for the purpose of securing him against the liability which he had undertaken on becoming surety. Shortly after the second meeting some disagreement took place between Mr. Budge and Mr. Owen, the latter alleging that the debtor had not given up to him the whole of his estate, and Mr. Owen having paid some of the composition declined to pay the others until the whole of the estate was given up. That occasioned some delay, in the interim the debtor's wife died, and it then transpired that there was a policy of assurance on her life in the Westminster and General Assurance Office for £200, which policy existed at the time he filed his petition, but which he never disclosed in his statement of affairs. As soon as that fact came to the knowledge of Mr. Owen he sent to the Assurance Company not to pay the money over without his concurrence. Subsequent to the meetings at which the composition was arranged upon, and prior to the death of the debtor's wife, the debtor assigned or charged the policy to Mr. Morris, a wine merchant in this city, who claimed upon that policy a sum of £120, and he consequently gave notice that no money should be paid over by the assurance office without his concurrence. It might be that Mr. Morris and the creditors could have arranged matters between themselves, so that the application which he (the learned counsel) was then making would have been rendered unnecessary; but for some reason or other Mr. Budge also gave notice that he objected to either Mr. Morris or Mr. Owen receiving the money, and claimed it for himself. Under those circumstances it was manifest that the composition could not proceed, nor could the proceedings go any further until that matter was settled and the money paid over. He (*Beckingham*) was instructed by a creditor for £40 to apply to his Honour that the debtor might be adjudged a bankrupt. By that means, all claims on the part of the debtor would be entirely got rid of, and also all claims on the part of Mr. Owen, and it would simply be a matter to be dealt with by the assignee under the bankruptcy on the one hand, and Mr. Morris on the other. If they should be unable to come to a proper understanding about it, the assignee would have his remedy in bringing the matter before the court, and taking his Honour's direction, giving Mr. Morris notice of the intended application.

His HONOUR inquired what amount of the estate had been got in.

Beckingham replied that he was unable to state. Mr. Owen received portions of the estate, but not half what the composition amounted to at 2s. 6d. in the pound.

His HONOUR—What is the amount of the debts?

Beckingham—The total amount of liabilities was £602 16s. 9d.

His HONOUR observed that it seemed to him to be a very proper application, but he would hear the other side.

Essery (who appeared for the debtor) said he had no opposition to offer to the application.

His HONOUR thereupon adjudged the debtor a bankrupt.

LIVERPOOL COUNTY COURT.

Friday, Dec. 5.

(Before PERRONET THOMPSON, Esq., Judge.)

Ex parte HEWETSON; *Re* MALLEY.

Bills of Sale Act—Registration.

A., in consideration of B. giving him his acceptance for £300, agreed to hand B. railway advice notes for rope lying at the railway station of the value of £300. The agreement further provided that A. might sell the ropes on account of B. handing him over the cash as received, and guaranteeing him a profit of £1 per ton, or in the event of A. being in a position to redeem the goods before the sale, he was to have the option on paying B. £1 per ton profit. Before anything was done under the agreement, except the delivery of the advice notes to B., the estate of A. went into liquidation, and his trustee finding the ropes standing in the name of A. in the railway company's books, sold them on behalf of creditors. B. moved the court for an order upon the trustee for the value of the goods, when objection was taken to the validity of the agreement on the ground that it required registration under the Bills of Sale Act.

Held, subject to any further evidence to be adduced, that the agreement was a bill of sale, and invalid without registration.

THIS was a case which by consent was left to a jury under the provisions of the 72nd section of the Bankruptcy Act. It was the second instance at Liverpool, in bankruptcy matters, where the assistance of a jury had been invoked. The facts of the case were shortly these: In September last year Mr. Christopher Malley, a rag and rope merchant, made application to Mr. Robert Hewitson, also in the same trade, with whom he had previously transacted business, for his acceptance of two bills for £150 each. Hewitson assented conditionally upon being secured, and accordingly Malley gave him railway advice notes for certain flax tow ropes lying at the railway station of the value of about £300. The terms of the arrangement were reduced to writing, and were as follows:

30th Sept. 1872.

C. Malley, Liverpool.

To R. Hewitson & Co., Liverpool.

Gentlemen,—In consideration of your accepting bills for the sum of £300, I hereby hand you warrants for 30 tons tow ropes, and I draw on account at £7 per ton. I also agree to sell them for your account at the best terms and price I can get, and hand you over cash for them as sold, guaranteeing you a profit of £1 per ton; should I at any time prior to the goods being sold, hand you over the cash for the amount of the bills, you will hand me warrants, and I will give you £1 per ton profit, and all over the above price to be equally divided, less expenses. CHRISTOPHER MALLEY.

In December last, Malley's affairs went into liquidation, and Mr. Bolland was chosen trustee. He at once put a stop upon all goods lying at the different railway stations in the name of Malley, and amongst other goods those now in question, for which Hewitson held advice notes. The trustee subsequently obtained delivery of these goods and caused the same to be sold by auction. Hewitson thereupon commenced an action against the trustee for the value of the rope, but the court restrained the proceedings, and directed the issue between the parties to be tried by a jury in the County Court.

Kennedy (instructed by *Masters* and *Fletcher*), appeared for Hewitson; and

Timpron Martin, solicitor, for the trustee.

Kennedy, after briefly detailing the facts of the case, called Mr. Hewitson, who produced the agreement between the parties.

Martin objected to its reception on account of its being unstamped, and the court sustained the

objection, and thereupon the stamp duty, and a penalty of £10, was deposited with the registrar.

The witness then produced the railway advice notes, and

Martin took exception to their being received without being stamped. He submitted that, like a dock warrant, they required a penny stamp, that is, assuming that they were of any value.

His Honour, after referring to the authorities, decided that they did not require to be stamped.

Mr. Hewitson then deposed to the facts already stated, and added that he had given the trustee formal notice not to sell the property. On cross-examination he admitted that in March last he effected a composition with his creditors of 1s. 6d. in the pound. He could not state the amount of his liabilities, but thought they were under £2000; the amount that the composition came to he could not tell. The acceptances which he gave to Malley formed part of his liabilities, and although he had paid only a composition upon them he claimed the full value of the goods from Mr. Bolland. He had not, when arranging with his creditors, disclosed the ropes in question as part of his assets, as he was advised by his solicitor that it was not necessary.

Mr. Malley corroborated the last witness as to the nature of the transaction; and on cross-examination stated that his liabilities were, at the date of his liquidation, £15,000.

Several witnesses were then called, who deposed that it had been their custom to regard railway advice notes as symbols of ownership, and that in both buying and selling goods they regarded the possession of the advice notes as equivalent to possession of the goods.

This evidence concluded the plaintiff's case; and

Martin, after a lengthy discussion as to the particular issue to be left to the jury, said he should ask for a nonsuit on the ground that the agreement between the parties amounted to a bill of sale, and required registration to be of any validity. He had no wish to impugn the *bona fides* of the transaction between the parties, but he submitted that as the agreement amounted to an authority or licence to take possession of the ropes, it came within the 7th section of the Act, and was a bill of sale. He cited *Re Steele and Keeling*, and also the case of *Sheridan* v. *Macartney*, in the Irish Court of Queen's Bench (5 L. T. Rep. N. S. 27).

Kennedy cited *Ex parte North-Western Bank, re Slee* (27 L. T. Rep. N. S. 461), and maintained that the agreement was no more than a letter of hypothecation and a transfer of goods in the ordinary course of business, and did not require registration under the Bills of Sale Act.

His Honour said he should be prepared to charge the jury that the agreement amounted to a bill of sale, and therefore, without registration, was null and void. It was a point, however, which he should like to consider further, and, as there was no dispute as to the facts of the case, but the whole question was one of law, he would suggest that the jury be discharged and the matter left for the decision of the court. The parties ultimately agreed to that course, on the understanding that the right to adduce further evidence was reserved. The jury were then discharged.

Re John Cross.

Bankruptcy Act 1869—*Sect.* 28—*Practice.*

Held that meeting of creditors must be convened by a ten days' notice in Gazette and local newspaper.

This was a case which had been before the court for several months. The bankrupt, who was formerly a colliery proprietor at St. Helens, in the first instance presented a petition for liquidation, and, after several futile attempts to effect a composition with his creditors, he was declared bankrupt, and Mr. Bewley chosen trustee. The liabilities were about £8000, and assets £50. A meeting of creditors was afterwards called under the 28th section, and an offer of 6d. in the pound accepted, but, owing to some informality, it was not approved by the court. Another meeting was then called at which 4d. in the pound was accepted, but again the court refused to approve thereof. On appeal to the Chief Judge, he at first directed the court to confirm the resolutions, but afterwards changed his mind, and affirmed the decision of the court below. Another meeting has since been held, at which the creditors again resolved to accept 4d. in the pound, and,

Gill (solicitor) now applied for the approval of the court to the resolution.

Cotton (solicitor) on behalf of the Roughdale Fire Clay Company, dissentient creditors, objected to the court taking the resolution into consideration, seeing that it had been passed at a meeting which had not been duly convened. According to the practice of the court it was necessary that notice of the meeting should be given in the *Gazette* and one local newspaper ten days prior to its being held; but in the present case the notice in the *Gazette* appeared only four days before the meeting.

Gill, in reply, said the practice was not imperative as to the length of notice in the *Gazette*, as already in this very matter the court had considered resolutions passed at a meeting which had only been advertised seven days. The main question for the court was, had all the creditors been apprised of the meeting? He submitted that they had, and the best proof of that was the fact that every creditor of the bankrupt, except one for a very small amount, was present or represented at the meeting. The only meeting which the rules required to be advertised ten days was that called by the registrar, namely, the first meeting of creditors; but all other meetings, even those called by the court, under sect. 20, were to be summoned as the court might direct, and, without such direction, by notice being sent to each creditor, as had been done here, stating the object of the meeting.

His Honour said it appeared to him clear, on reference to the prescribed form of advertisement under sect. 28, that notice of the meeting must be advertised in the London *Gazette* and a local newspaper, and he understood the Chief Judge had so laid down the practice. The meeting, therefore, having to be advertised in the *Gazette*, the only question was as to the length of notice to be given, and as other meetings called by advertisement in the *Gazette* required ten days, he thought it would be a salutary practice to adopt here. If there was not some such rule, meetings might be called on the same day on which the advertisement appeared, and thereby the notice would be nugatory. With respect to the court having on a former occasion considered resolutions passed at a meeting called by a seven days' notice, it was only done on Mr. Cotton waiving his objection to the notice. In the present case he did not consider the resolutions had been passed at a meeting duly convened, and therefore he should decline to entertain them.

(Before J. F. Collier, Esq., Judge.)

Friday, Dec. 5.

Re Trumble.

Proof of debt by a partner against the estate of his late partner.

Held, that until the partnership debts were discharged there was no right of proof.

The question in dispute in this case was as to the admission of a proof of debt for over £1000, which had been tendered by Mr. George Trumble against the estate of the debtor, and rejected by the trustee. It appeared that for some time prior to 1866 the debtor was a partner of George Trumble, and that they then made an assignment of their estate for the benefit of their creditors. At the date of the assignment the partners stood indebted to the Adelphi Bank in a considerable sum on open account, and also on promissory notes to the extent of £1650. George Trumble has since paid in settlement of the bank's claim £950, and is now the holder of the promissory notes, and in respect thereof sought to rank upon the estate of his late co-partner, the present liquidating debtor. The claim, it was stated, had been the subject of previous litigation, and although it involved a nice legal question as to the right of a solicitor to bind his client to a compromise, yet its solution was not necessary for the disposal of the issue before the court.

His Honour (after hearing *Goffey* and *Etty*, solicitors for the parties concerned) said that nothing was clearer than that one partner could not prove against the separate estate of his co-partner, unless he had paid the co-partnership debts in full, or in some other way satisfied those debts. Here Mr. George Trumble expressly stated that he had paid none of the joint creditors except the Adelphi Bank, nor was there any evidence that the debts had been in any other way satisfied. On that ground he thought the proof of debt property rejected, and should dismiss the appeal with costs.

Notice of appeal was given.

LEGAL NEWS.

A GENERAL SCHOOL OF LAW.

A deputation from the Legal Education Association waited upon the Lord Chancellor at his private room in Lincoln's-inn, on Friday afternoon, the 12th inst., for the purpose of ascertaining what steps the Government are prepared to take in order to give effect to the object of the Association. It will be remembered that in the Session of 1872 Lord Selborne (then Sir Roundell Palmer, and President of the Association) submitted to the House of Commons the following resolutions:—

"1. That it is desirable that a general school of law should be established in the metropolis by public authority for the instruction of students intending to practise in any branch of the legal Profession, and of all other subjects of her Majesty who may desire to resort thereto. 2. That it is desirable, in the establishment of such school, to provide for examinations, to be held by examiners impartially chosen, and to require certificates of the passing of such examinations as may respectively be deemed proper for the several branches of the legal Profession as necessary qualifications (after a time to be limited) for admission to practise in those branches respectively."

In support of these resolutions a petition was presented, which was signed by about 900 members of the Bar, including 18 Queen's counsel, and by 6000 out of about 10,000 solicitors practising in England and Wales. Though the Government opposed the resolution chiefly on the ground that there was not likely to be time for dealing with the question by Bill, the resolutions were only defeated by a majority of 13 in a House of 219 members. Since then the four Inns of Court have adopted a new scheme for teaching and examining students for the Bar. The committee of the Legal Association, however, say that what is wanted is a school of law not confined to one branch, but open to students in both branches of the legal profession, as well as to such of the public as wish to study law as a science, and that this school should be administered by a public and responsible governing body, not by self-electing bodies which claim to be irresponsible, and which may at any moment modify or abandon the schemes they have set in operation.

The deputation appointed to wait on the Lord Chancellor (who ceased to be the president of the association when he was appointed to the Woolsack) were: Mr. Amphlett, Q.C, M.P., Professor Sheldon Amos, Mr. Bryce, Mr. Fry, Q.C., Mr. Kay, Q.C., Mr. Lindley, Q.C., Mr. J. C. Mathew, Mr. Osborne Morgan, Q.C., M.P., Mr. Pearson, Q.C., Mr. Westlake, Mr. Arthur Williams, and Mr. Alfred Wills, Q.C. (representing the Bar); with the following solicitors: Mr. Janson, president, and Mr. F. J. Bircham, vice-president of the Incorporated Law Society; Mr. Clabon, Mr. Cookson, Mr. Hollams, Mr. Jevons (of Liverpool), Mr. B. G. Lake, Mr. Marshall (of Leeds), and Mr. Ryland, of Birmingham, members of the council of the Incorporated Law Society; Mr. W. J. Farrer, Mr. H. B. Freshfield, and Mr. J. V. Longbourne.

Mr. Amphlett, Q.C., M.P., in introducing the deputation, thought they might fairly claim to be a representative body. He reminded the Lord Chancellor that in March 1872 his Lordship, in the House of Commons, proposed two resolutions embodying the principal object of the association, that object being to establish a general school of law where the students of both branches of the Profession might receive instruction, and also to insure compulsory examination before any student is allowed to practise either branch. These resolutions, though opposed by the Government, were only defeated by a majority of thirteen. This result was very encouraging, and still more encouraging were the speeches made by the eminent persons who opposed the resolutions, especially by the Attorney-General and the Prime Minister. What they then said amounted to approval of the principle advocated by the association, though they thought that the time was inopportune, and that the House was not called upon to pronounce upon an abstract resolution. Mr. Gladstone said the House could hardly be expected to give a decided opinion unless the question was before them in a practical shape, and he added that no man could be more competent than his Lordship was to prepare a Bill on the subject. Since then the Inns of Court had established a new scheme of education and examination for their own students, and, although there might be defects in this scheme, he believed it was an honest attempt on the part of the Inns of Court to meet the requirements of enlightened opinion on the subject. Still, it did not cover the whole ground. There was no security in it for permanence, because any one of the four societies which now concurred in supporting it might at any moment retire from the scheme, and, owing to the constitution of the governing bodies of the Inns of Court, it was difficult to procure from time to time in such a scheme any changes which the circumstances of the case might require. Under these circumstances, the association had criticised, though not in any offensive spirit, the details of the scheme as far as concerned the instruction proposed for members of the Bar. "The essential point," they said, "in which this scheme is, in the opinion of the committee, wholly inadequate to supply an efficient school of law is that it seeks to establish an organisation for teaching law confined to students for one branch of the legal Profession only." And they added:

"The committee feel that, under these circumstances, it is the duty of the association to persevere not less earnestly than hitherto in its endeavours to accomplish the objects for which it was formed. The committee venture to think that the time has arrived when, in the words of the Solicitor-General, it is practicable and desirable

for the Government to take action in the matter. They believe that, to repeat his own words, that 'opinion has been so far formed and decided that a definite course can be marked out by so much general assent as shows that another system is earnestly desired and wished for,' and they feel assured that when the proper time comes for considering the details of a scheme embodying the views of the association, it will receive the favourable consideration of 'those who are most able to decide what is most likely to accomplish the greatest good that can be done by education.'"

It might be asked why had they taken no steps to bring the subject before Parliament during the last session? It would be no breach of confidence to say that his Lordship was so occupied with the details of the Judicature Bill that it was thought better to let the matter rest for another year. The Association, however, were of opinion that the object they had in view would suffer prejudice if another session were allowed to pass without calling the attention of Parliament to it. Their principal object to-day, therefore was to ascertain whether individually, or, what would be much better, because it would open up a better prospect of success, as a member of the Government, his Lordship would be able to bring forward a Bill on the subject the next session of Parliament.

The Lord Chancellor said it gave him much pleasure to see so many of his old friends and co-operators in this work, and he was glad to assure them of his continued and unabated interest in the object for which this association had been formed. His opinions respecting it had already been publicly expressed, and they were in all respects entirely unchanged. He should not, therefore, omit to use any opportunities which might occur in promoting the objects of the association. Last session his hands were too full of other things, and it would not have been prudent for him then to take charge of this additonal measure. He reminded those that were present that one only of the important measures of Law reform then introduced by him had become law; and the other measure, which he hoped to re-introduce in an improved and amended form, would occupy considerable time and require great attention in the approaching session. He was not, therefore, now able, on the part of the Government, to enter into any engagement with regard to the Bill which the association desired to pass. When the time came for the Government to decide upon that question they would take into account the whole of the measure which they desired to promote, and they would, doubtless, consider, among other things, whether the last session of the present Parliament was, with regard to this particular measure, a desirable time for pressing it forward. The Government would no doubt consider this question with a disposition to forward the objects which the association and he also had in view; and if he could persuade his colleagues to adopt his view, they would then also, no doubt, be disposed to support, either in the next session or some other session—supposing they were in office—such a measure on the subject as he might recommend to them. For his own part, however, speaking now as an individual, he did not intend to allow more time to pass without reducing into proper form a measure which should be fit to be submitted to the Government for their consideration, provided that he could obtain such information as he desired, and in taking this course his present intention was not to confin. himself to the scheme for a general school of law This would form an important part of his measure, which would so far proceed in the lines and upon the principles laid down by the association. But he thought it would be expedient also to deal with the constitution and government of the Inns of Court, and he proposed to do so in accordance with the principles put forward in the report of the Royal Commission which some time ago sat upon that subject. When he should have succeeded in formulating a proper measure for this purpose his intention was—and he had some reason to believe that Mr. Amphlett agreed that this would be the proper course—to communicate the draught Bill, not only to the Inns of Court, but to the Incorporated Law Society and the Metropolitan and Provincial Law Society. He should then have the advantage of considering their observations upon the draught Bill before he finally invited the Government to consider it. This was the course he proposed to take. He thought he should thereby be furthering the ultimate success of the object they had in view, and he need not say that if, without prejudice to other business which would occupy the Government, it were in his power to propose the Bill next Session, he should be most happy to do so—the earlier the better. On the other hand, if the Government took the view he had already indicated—that to promote such a Bill in the last Session of Parliament would be to invite a party conflict upon it—he should then reserve to himself the right of adopting the course which seemed at the time most expedient. But whatever course might be taken by the Government or by himself, and whether the Bill were introduced as a Government measure or privately, those who were present might be assured that, as far as he was concerned, he should act with a view to promote, as far as was possible the cause in which they all took an interest, and to secure its ultimate success.

Mr. Pearson, Q.C., said he had heard with great satisfaction his Lordship's intention to enlarge the scope of the Bill. At the same time, he did not think the new scheme of the Inns of Court quite so narrow as it had been represented. His own Inn now admitted to the law lectures all persons, whether they were students for the Bar or not. Such admission, however, came too late, and the result was that they had not made the start which they ought to have made, and would have made had there been a larger measure dealing with the position both of barristers and solicitors.

Mr. Amphlett, as chairman of the Association, thanked his Lordship, for the reception he had given to the deputation.

Mr. Farrer, on the part of the solicitors, also thanked his Lordship, congratulating the Association on the wise and bold measure which the Lord Chancellor was ready to introduce.

The deputation then withdrew.

PROPER RETALIATION.—At Warwick Assizes Baron Pigott, in charging the grand jury, drew attention to the large increase which had occurred in cases of violence in the county, and said his experience was that no punishment was so efficacious as that of flogging. He had noticed that the most hardened and dangerous criminals, who evinced no emotion when penal servitude was mentioned, showed signs of concern and apprehension at the slightest reference to a flogging. As cases of violence had gone up from two to thirteen, he intended to avail himself of Adderley's Act in all proper cases.

ON Friday, 12th Dec., Sir John Duke Coleridge, Knight, was by Her Majesty's command, sworn of Her Majesty's Most Honourable Privy Council, and took his place at the Board accordingly. On the same day the honour of Knighthood was conferred on Henry James, Esq., Q.C. M.P., Her Majesty's Attorney-General; on William George Granville Venables Vernon Harcourt, Esq., Q.C., M.P., Her Majesty's Solicitor-General; on Charles Hall, Esq., a Vice-Chancellor; on Archibald Paull Burt, Esq., Chief Justice of the Colony of Western Australia; and on William Henry Doyle, Esq., Chief Justice of the Bahama Islands.

STRONG expressions in courts of justice, according to present views, must be repressed; and the fastidiousness of people's ears is not to be allowed to form their rule of conduct. It is curious to notice the change which a few years has produced in this respect. Mr. Hayward, Q.C., in his "Biographical and Critical Essays" says (p. 140), "During the first quarter of the century the best bred people swore. . . . Mr. Justice Best (the first Lord Wynford) during the trial of Carlisle for blasphemy, audibly exclaimed to a brother judge, 'I'll be d—d to h—l if I sit here to hear the Christian religion abused.' Lord Eldon was in the habit of revising drafts of bills during prayers in the House of Lords. He had just risen from his knees when, in reply to an ironical comment of Lord Grey, he said, 'D—n it, my lord, you'd do the same if you were as hard worked as I am.'" Swift's line is adopted by us in its integrity:—"We never mention Hell to ears polite."

THE DUC D'AMAULE ON THE DUTY OF A JUDGE.—It is known (says *Galignani*) that the president of a court-martial must be the last to reply to the questions put by the prosecution. Nevertheless, he is allowed to address some words to his colleagues before the opening of the deliberations properly so called. That is what the Duke of Amaule should have done, and what he did. We are in a position to give, if not the text, at least the exact sense of his address:—"Gentlemen," said he, after having pointed out that he was speaking before the opening of the deliberations, "you must have remarked the attitude which I have taken up in the course of these debates. Contrary to what is done by many presidents of courts-martial, I have neither taken part with the defence nor at all with the accusation. I have treated all the witnesses in the same manner, whatever their rank, and in whatever sense they might come to depose. I contracted that habit in England, during my long exile, in attending the judicial pleadings of that country, and I think in that I have had your approbation. I take the liberty of expressing here the desire that, henceforward, military justice in France may inspire itself with that rule. There is another custom of English Judges and law courts which I would equally recommend to your attention. We are not here only as Judges charged to call for the application of the penalty, we are also jurymen, and in that quality we have to pronounce on the guilt or innocence of the accused. Well, you know that on this question the English law requires that the jury should decide unanimously. Let us therefore try, gentlemen, to be in accord, and to be so seems the more easy that the military law excludes, in such circumstances, all extenuating circumstances." After that address the Judges voted thanks to the President for the manner in which he had exercised his functions. They were each in turn then consulted for their verdict, commencing with General de Malroy, the youngest of them. The law forbids the publication of the opinions expressed by the members of the court.—*Pall Mall Gazette.*

A DEPUTATION of employers recently waited on the Home Secretary, in reference to the questions involved in the proposed repeal of the Criminal Law Amendment Act, the amendment of the law of master and servant, and the alteration of the law of conspiracy. The deputation included more than one solicitor, who explained the actual operation of the Acts in question, as well from the employers' point of view as from that of the employed.

JUVENILE THIEVES.—A boy, aged eleven, has been convicted at Birmingham, for stealing three sovereigns from his mother. Mr. Kynnersley, the stipendiary magistrate, observed: "Here is another boy who ought to be sent to an industrial school, but the School Board has just taken that power out of our hands. Very likely the boy will turn out a professional thief; and if so, the Borough may thank the School Board for it. The boy will be discharged." It deserves notice whether a dozen strokes with a birch rod would not be salutary in cases of juvenile theft.

A JUDICIAL MUDDLE.—The makeshift arrangement by which Lord Selborne sat for some time as Master of the Rolls has produced a curious conflict of authority. We will mention two cases. The first involves rather a nice point of equity, but perhaps may be made intelligible out of Lincoln's-inn. A portion of certain land devised to a tenant in tail is taken by a railway company by virtue of its compulsory powers. The purchase-money is paid into the Court of Chancery under the provisions of the Lands Clauses Consolidation Act. Ought the court to allow this fund, representing land, to be paid to the tenant in tail without requiring the execution of a disentailing deed? The late Master of the Rolls held that under like circumstances no such deed was necessary. So also did Vice-Chancellor Malins, and the practice was generally regarded as settled. Lord Selborne, however, declined to follow the cases upholding this doctrine, and made the order for payment conditional upon the production to the registrar of a properly executed disentailing deed. A case involving the same question came before Vice-Chancellor Malins last Friday, and he adhered to his own decisions. "I consider," said his honour, "that I am bound to regard the Lord Chancellor when sitting for the Master of the Rolls simply as if he were the Master of the Rolls, and only therefore as a judge of the first instance"—that is to say, of no higher authority than the Vice-Chancellor himself. His Honour had previously held the same language in another class of cases, where the two courts upon the same facts unhappily also came to diametrically opposite conclusions. Lord Selborne, at the Rolls, decided, in opposition to recorded cases, that the purchase-money of land sold under the Settled Estates Act is not to be regarded as "cash under the control of the court," the result of which decision is that, for the purposes of interim investment, the money can only be laid out in the purchase of Exchequer Bills or in the Three per Cents. Sir Richard Malins, on the other hand, treats such purchase-money as cash which is under the control of the court, the result of his decision being considerably to enlarge the power of investment. "It appears from the reported cases," said the Vice-Chancellor—referring no doubt to successive decisions at the Rolls by Lord Romilly and Lord Selborne—"that the Master of the Rolls has first held that such purchase-money is cash under the control of the court, and has subsequently decided the opposite way. I have always treated it as cash under the control of the court, and I adhere to my previous decisions. I should be very sorry to see any disposition to narrow the construction of the Act under which the power of investment has been extended." Technically, of course, Lord Selborne, while sitting for the Master of the Rolls, may for the time have divested himself of his authority as Lord Chancellor. But as it is more than probable that his opinions in the Lord Chancellor's Court would be the same as those he held at the Rolls, it is clear that the unsuccessful litigants in the two cases we have mentioned would appeal against Sir Richard Malins' decisions with a certainty that they would be reversed. Perhaps the respective suitors, having in view the costs of appeal, will hardly be comforted by this knowledge. Meanwhile it seems that, for judicial purposes, a Lord Chancellor is not always a Lord Chancellor, but in a lower court may lose his dignity of a judge of appeal, and be regarded, both in theory and practice, as somebody else.—*Pall Mall Gazette.*

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it

THE CHARGES OF THE INCORPORATED LAW SOCIETY.—There can be but one opinion as to the new scale of *ad valorem* charges promulgated by the Incorporated Law Society, namely, that in small cases the fees allowed are inadequate. It occurs to me that a satisfactory scale might perhaps be framed by a combination of an *ad valorem* fee, and special fees for particular parts of the work, somewhat on the principle of the scale for probates and administrations. Sufficient fees ought to be allowed for investigating the title, or else the client ought not to expect the practitioner to be responsible.

EDWIN HYDE CLARKE.

BEALL *v.* SMITH.—The order against Messrs. Merriman and Co., the solicitors for the plaintiff in the case of *Beall* v. *Smith* is, as you will observe, calculated to create "some alarm in the mind of the profession;" and it is of the greatest importance that the facts of that case should be correctly and fully stated, in order that we may know as nearly as possible under what circumstances we may venture to rely upon the orders of a chief clerk and the decrees of a Vice-Chancellor's Court, and be sure that these decisions, hitherto thought to embody an indemnity to the solicitors, do not in fact carry latent and tenable responsibilities to them. Will you permit me to say that I think it is incumbent upon Messrs. Merriman and Co., in the interest of the Profession as well as for their own sakes, to let us know what are the facts on which they rest their appeal? If they can show complete *bona fides*, or, as Vice-Chancellor Wickens puts it, if nothing more has occurred on their part than "an error of judgment," they are entitled to the sympathy of the Profession now, and their gratitude hereafter, if they can reverse the decision of the Lords Justices, and if they satisfy the Profession at once upon that point we ought in reality to make their cause our own. There would appear to me no good reason why Messrs. Merriman and Co. should hesitate to lay that statement before the readers of the LAW TIMES, as the case has already been twice before the courts, and the evidence has now become (like the judgment itself) public property. The test of *bona fides* I take to be this: Was anything material, or was indeed any fact known to Messrs. Merriman and Co., concealed from the court? If the Vice-Chancellor and his chief clerk were made acquainted with all the facts of the case, it would appear to be a cruel decision which visits the solicitors with punishment for an error of judgment in which the court (as the Vice-Chancellor says), must in that case have participated, and so made its own. If on the other hand, Messrs. Merriman and Co. have not acted with perfect frankness towards the court, and if they have withheld any facts from its knowledge, then the Profession can have no sympathy with them, and the decision will moreover, when rightly understood, carry no alarm into the ranks of the Profession.

A SOLICITOR

[We have received elaborate affidavits from Messrs. Merriman, who inform us that they think of applying to the full court for a re-hearing.—ED. L. T.]

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.

Queries.

43. ADMISSION TO FINAL EXAMINATION.—I wish to pass my final examination in Easter Term 1874, and to be then admitted, but my articles do not expire until the 12th May, and the day for admission will be the 13th May. Can I accomplish my object without much trouble and expense, if not, when can I be admitted? as 23 & 24 Vict. c. 127 s. 12 indicates that even in vacation one can be admitted on an affidavit verifying the expiration of one's articles. W. D.

44. LEGATEE—DUTY.—A. B. by his will bequeathed £100 to C. D. the illegitimate son of his brother H. D., but A. B. after the execution of his will gave C. D. £100 which was intended in lieu of the legacy given by the will. A. B. is dead, and C. D. does not claim the legacy of £100 from the executors of A. B., and is prepared to execute a disclaimer of the legacy of £100. The residuary legatee of the will of A. B. (who, in consequence of C. D. disclaiming the legacy of £100, is entitled thereto) is a brother of the testator. What legacy duty is payable upon the £100? The original legatee who disclaims is liable to pay £10 per cent., but the brother, who actually receives the money in consequence of A. B. disclaiming, is liable at the rate of £3 per cent. JUSTITIA.

45. FEE FOR SEARCH.—In obtaining a marriage certificate, is the fee of 1s. for a search payable where the exact day of the month and year are given? A. C. C.

46. ALLOTMENT OF STOCK.—Will any of your readers say what is the practice with reference to allotments of new shares in respect of ordinary stock held under settlement? The Great Western Railway and Midland Railway have lately issued new shares to the holders of ordinary stock which command a premium from the date of allotment. Supposing £1000 ordinary stock in either of the above lines held by trustees under marriage settlement in trust, say for the lady for life; an allotment of new stock is made; the trustees have refused to take it up. Would the trustees in this case be justified in handing over the premium which may be obtained on selling the new stock to the lady, treating it as division or bonus, or are they bound to treat it as capital. The question must have arisen continually of late, but we are not aware of any decision on the point, and we should be glad to know what is the practice. B. AND W.

47. EASEMENT.—A. purchased a house and garden some three years ago. The garden is bounded on one side by the gable end of a house belonging to B. (acquired about sixteen years ago), to which gable end are nailed fruit trees belonging to A., which have been there, or trees in their stead, for upwards of twenty years. B. a short time ago placed (without permission) a spout along this gable end over the land of A., and upon being requested to sign an agreement that such spout remained only by sufferance, and was to be taken away at A.'s request, he refused, unless A. likewise gave an agreement in similar terms as to the trees nailed on his house end. As A. and his ancestors in title have enjoyed the easement of nailing the trees to the house now belonging to B. for upwards of twenty years without any agreement, has he not acquired the right to do so. Please say what are A.'s rights, and refer me to cases: and, should A. have no right, please say what B. can compel A. to do.. S.

48. PRACTICE—COVENANT FOR PRODUCTION OF DEEDS AND INDEMNITY OF VENDOR AGAINST LIABILITY UNDER FORMER COVENANT.—A., who is seised in fee simple of an estate, sometime since sold a portion of it to B. in fee simple, and on such sale A., for himself, his heirs, executors, administrators, and assigns, entered into an unqualified covenant to produce the deeds, &c., to B., his heirs and assigns. Of course, every tyro in conveyancing knows such a covenant runs with the land. A. has recently contracted to sell the estate to C. Is A., on conveying the estate, and handing over the deeds, &c., to C., entitled to require a covenant from C. to himself to produce the deeds, &c., and to indemnify him against liability under the former covenant. In an old edition of Dart and of Sugden on Vendors and Purchasers it is stated that A. would be so entitled. Will any of your correspondents kindly communicate their views on the point, and say whether there has been any recent decision either relaxing or abrogating the rule. A SUBSCRIBER.

49. COUNTY COURT—REMITTED ACTION.—The defendant in an action commenced in Exchequer for £25 (on contract) gets it referred to a County Court under the Act of 1867. The plaintiff's attorney unreasonably delays to lodge the writ, &c., at the County Court office. What steps should defendant's attorney take to compel the plaintiff to obey the order, lodge the writ, &c? Should defendant's attorney give plaintiff's attorney the original judge's order to lodge with the writ or only the usual copy order. An early reply will much oblige. GEORGIUS.

Answers.

(Q. 42.) CONVEYANCE—STAMP.—The ordinary stamp duty of £1 10s. is sufficient, the case being analogous to that of a conveyance of a reversion expectant on a lease to the lessee who purchases under an option of purchase given to him by the lease. T. E. H.

(Q. 35.) BILL OF COSTS, &c.—In the case of an amicable client, it appears that my plan holds good, admitting Owl to be correct otherwise. The legal business done by A. is distinct from that done by A. and B., and the partnership deed should regulate the profits, between the parties, showing the different shares and the periods of distribution? C. C.

(Q. 12.) POOR LAW.—The insertion of the following correspondence with the Local Government Board on the above subject will oblige.—"Sir,—Will you kindly favour me with a reply whether a grandson is liable to support his grandfather? I am referred by some to 43 Eliz. c. 2, ss. 6 and 7, and the last edition of Archbold's Poor Law, in the index of which I find, under 'grandfather,' liability to maintain grandchildren and to be maintained by them. I cannot, however, discover anything in the page referred to in the index bearing on the subject, but the cases cited may contain some observations of the judges who tried them and considered as law. I am told by others that this was the existing state of the law until overruled by a case reported in the Justice of the Peace, vol. 31, p. 755. I have not been able to obtain a copy of this, being rather an old number. The favour of your replying to the simple question of liability or non-liability will greatly oblige.—I beg to remain, &c. The Secretary, Local Government Board."——"Sir,—I am directed by the Local Government Board to acknowledge the receipt of your letter, and in reply to inform you that a grandson is under ordinary circumstances liable by the general law to contribute towards the support of his grandfather.—I am Sir, &c., DANBY P. FRY, Assistant Secretary." PAUPER.

LAW SOCIETIES.

THE UNION SOCIETY OF LONDON.

AT a meeting of the Union Society of London, at 1, Adam-street, Adelphi, held on Tuesday evening, the 16th inst., the following subject was submitted to discussion and carried, "That in the opinion of this house the system of representation should be by personal instead of local constituencies."

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's Inn Hall, on Wednesday, the 17th Dec., Mr. T. B. Girling, in the chair. Mr. Wingfield opened the subject for the evening's debate, viz., "That it is desirable to make military service compulsory on all." The motion was lost by a majority of two.

LAW STUDENTS' DEBATING SOCIETY.

AT the weekly meeting held at the Law Institution on Tuesday evening last, Mr. Hargreaves in the chair, the question for discussion was, No. 223 Jurisprudential: "Ought some purely civil form of marriage to be made compulsory in the United Kingdom?" After an animated debate the question was decided in the negative. The next meeting will be held on Jan. 6.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

E. N. AYRTON, ESQ.

THE late Edward Nugent Ayrton, Esq., who died very suddenly on the 28th ult., from an attack of serous apoplexy, at his residence at Bexhill, Sussex, in the fifty-eighth year of his age, was the second son of the late Frederick Ayrton, Esq., an advocate in the Supreme Court of Bombay, by Julia, daughter of the late Lieut.-Col. Nugent, and he was brother of the Right Hon. A. S. Ayrton, M.P., the present Judge Advocate-General. Mr. Ayrton was born at Richmond, Surrey, in the year 1815, and was educated at Ealing, of which then large and well-known school he was "captain" at the early age of thirteen. He subsequently went to Trinity College, Cambridge, where he graduated in honours in 1836. After taking his degree he spent some years in foreign travel, and was called to the Bar by the Honourable Society of Lincoln's Inn in Michaelmas Term 1845. Mr. Ayrton practised at the Equity Bar, and as a conveyancer, and though not widely known to the public, he was appreciated highly by those who knew him for his deep and scientific knowledge of the principles of equity and real property law, and for his varied learning and cultivation; he contributed leading articles to various newspapers of advanced Liberal politics; he also wrote frequently in the LAW TIMES. Mr. Ayrton published one or two pamphlets on the subject of a decimal coinage (which he maintained should be established without disturbing the existing copper currency), and on improvements in the law of real property. On the passing of Lord Westbury's Transfer of Land Act, he was also the author of an exhaustive work upon the same subject. Outside his profession also he was a man of high and varied accomplishments, and his friends regarded him as an excellent scholar. Mr. Ayrton's health failed in the summer of 1871, and from that time he ceased to practise at the bar. His loss will be severely felt by many to whom he had endeared himself.

E. S. CHANDOS-POLE, ESQ.

THE late Edward Sacheverell Chandos-Pole, Esq., of Radburne Hall, Derbyshire, barrister-at-law who died on the 30th ult., in the forty-eighth year of his age, was the eldest son of the late Edward Sacheverell Chandos-Pole, Esq., of Radburne, a magistrate and deputy-lieutenant, and formerly High Sheriff of Derbyshire, who died in 1863; his mother was Anna Maria, daughter of the Rev. Edward Sacheverell Wilmot, and he was born in the year 1826. Mr. Chandos-Pole was educated at Eton and at Oriel College, Oxford, and was called to the Bar by the Honourable Society of the Middle Temple in Hilary Term 1867. He was a magistrate and deputy-lieutenant for Derbyshire, and served as High Sheriff of that county in 1867. According to Sir Bernard Burke, there is scarcely an existing family which can deduce so ancient a pedigree, combined with historic importance, as that of the gentleman whose death we here record. Representing the great house of Chandos, of Radburne, and a younger branch of the Ferrars, Earls of Derby, the Poles derive an uninterrupted descent from the time of William the Conqueror, and have ever maintained a leading

position in the counties in which they have been seated. In 1807 Sacheverell Pole, Esq., of Radburne, grandfather of the gentleman now deceased, assumed, by sign manual, as representative of the great Sir John Chandos, K.G., the additional surname and arms of Chandos. The late Mr. Chandos-Pole married, in 1850, Lady Anna Carolina, elder daughter of Leicester, fifth Earl of Harrington, by whom he has left a family to lament his loss.

H. R. SOUTHEE, ESQ.

THE late Horace Robert Southee, Esq., solicitor, of Ely-place, London, who died at his residence in Guilford-street, Russell-square, on the 12th inst., in the forty-fourth year of his age, was the eldest son of Robert Southee, Esq., solicitor, of Ely-place, and of the Rue d'Amsterdam, Paris. He was born in the year 1830, and was admitted a solicitor of Trinity Term, 1861, and was in partnership with his father in Ely-place. He was also a commissioner to administer oaths in the Courts of Queen's Bench, Common Pleas, and Exchequer.

R. J. BERKELEY, ESQ., Q.C.

THE late Robert James Berkeley, Esq., Q.C., of Upper Mount-street, Dublin, who died recently at Monkstown, near Dublin, in the sixty-eighth year of his age, was educated at Trinity College, Dublin, where he graduated B.A. in 1826, and proceeded M.A. 1832. He was called to the Bar at Dublin in Hilary Term, 1830, and was appointed a Queen's Counsel in 1832. Mr. Berkeley married, in 1837, Clara Maria, youngest daughter of the late Hon. Major Edward De-Moleyns, and granddaughter of Thomas, first Lord Ventry in the Peerage of Ireland.

H. S. P. WINTERBOTHAM, ESQ.

THE death is announced of Henry Selfe Page Winterbotham, Esq., M.P., barrister-at-law, and Under-Secretary of State for the Home Department. The deceased gentleman had gone to Italy with the view of benefiting his health, which had been somewhat impaired by excessive application to his official duties, and the change of scene and relaxation had, it was thought, produced the desired effect; he was, however, suddenly seized with illness at Rome on Saturday last, and died in a few hours. Mr. Winterbotham was the second son of the late Lindsey Winterbotham, Esq., a banker, of Stroud, in Gloucestershire, who died in 1871, and his mother was Sarah Ann Selfe, daughter of the Rev. Henry Page. He was born in March 1837, so that he was now in the prime of life, being only in the thirty-seventh year of his age. Born of Nonconformist parents, Mr. Winterbotham was educated at Amersham School, Bucks, whence he proceeded to University College, London, where he graduated with honours, taking his B.A. degree in 1856, and LL.B. in 1859. He was Hume Scholar in Jurisprudence in 1858, Hume Scholar in Political Economy in 1859, and University Law Scholar in the same year. In 1860 he was elected Fellow of his college. He was called to the Bar by the Honourable Society of Lincoln's-inn in Michaelmas Term 1860, and practised at the Chancery Bar, and as a conveyancer, till he was appointed Under-Secretary of State for the Home Department in March 1871. He had represented Stroud, in the Liberal interest, in the House of Commons, since August 1867, when, upon the retirement of Mr. Poulett-Scrope, and again at the general election of 1868, he was elected by a considerable majority over Mr. Dorrington, the Conservative candidate. Mr. Winterbotham was one of the most rising new members in the ranks of the Liberal party, and his promotion to a higher office in due time was confidently expected by his friends, when he was thus suddenly cut off by the stroke of death.

THE COURTS & COURT PAPERS.

EUROPEAN ASSURANCE SOCIETY ARBITRATION.

GENERAL RULES.

Arbitration Office, 3, Westminster Chambers, Victoria-street, S.W., 5th Dec. 1873.

1. Applications to the arbitrator and cases to be argued before him are to be made or initiated by summons, stating concisely the nature of the application and being in the form in Schedule A to these rules.

2. The solicitors acting in the arbitration for the joint official liquidator by the appointment of the arbitrator are Messrs. Mercer and Mercer, Copthall-court, Throgmorton-street, and summonses addressed to the joint official liquidator are to be served on Messrs. Mercer and Mercer, and all communications respecting applications to and cases to be argued before the arbitrator are to be made to them.

3. All summonses and interlocutory applications will be heard in the first instance by the assessor.

4. In cases to be argued before the arbitrator the facts and submissions are to be agreed (if possible). Where the party taking out the summons thinks it reasonably possible that the facts and submissions may be agreed, he is to deliver a draft case to the opposite party or his solicitor (if any) within fourteen days from the return day of the summons. The draft case is to be returned within fourteen days from its receipt either agreed or not. If it is not agreed the separate case of the other party is to be delivered within fourteen days thereafter.

5. If the case is agreed it is to be headed as an agreed case. If the case is not agreed the case of each party is to be headed as a separate case.

6. Where either party considers it necessary that there should be separate cases, the party taking out the summons is to deliver his separate case to the opposite party or his solicitor (if any) within fourteen days from the date of service of the summons. Within fourteen days from the delivery thereof the respondent is to deliver in return his separate case.

7. A case is not to set forth extracts from the deeds of settlement or other deeds or documents printed in the arbitration, but is only to refer thereto specifying the clauses.

8. Three copies of the agreed case, or of each separate case, are to be lodged at least three clear days before the day appointed for hearing.

9. Six copies of a separate case are to be delivered to the opposite party or his solicitor at least three clear days before the day appointed for the hearing.

10. A separate case must be proved by affidavit or deposition, or by examination of witnesses before the arbitrator at the hearing of the case.

11. Evidence is to be adduced in the same manner as in the Court of Chancery, and examinations and cross-examinations are to be taken before the assessor, unless the parties or either of them desire that they be taken before the arbitrator at the hearing of the case.

12. Every affidavit is to be brought in for filing as soon as possible after it is sworn. There is to be a note thereon, stating by whom and on whose behalf the affidavit is filed, and notice of the filing is to be forthwith given by the party filing to the opposite party or his solicitor.

13. A written copy on Chancery affidavit paper of each exhibit to an affidavit (other than arbitration printed deeds or documents, or documents set forth in the case or an appendix thereto), is to be lodged at least three clear days before the day appointed for the hearing of the case by the solicitors to the party on whose behalf the affidavit is filed, and the solicitors to the joint official liquidator are within the same time to lodge a like copy of all admissions entered into.

14. Notice will be given by the secretary to the solicitors in each case of the day when it will be in the paper for hearing.

15. The arbitrator will hear one counsel or solicitor only on each side.

16. The party in whose favour an order is made is to bring in a draft order in the form in schedule B to these rules, and to obtain from the secretary an appointment to settle the order with the assessor. Notice of the appointment, with a copy of the draft order, is to be delivered to the opposite party or his solicitor.

17. Cases, affidavits, and other documents required to be filed or lodged, are to be filed or lodged with the secretary at this office.

18. Solicitors are to enter appearances with the secretary at this office.

19. Bills of costs are to be brought in to the secretary at this office. Requests for taxation are to be obtained from him, and taxing master's certificates are to be lodged with him.

20. Summonses, cases, and other documents required to be printed, are to be printed on Chancery Bill paper.

21. All communications respecting calls and other pecuniary matters in the arbitration are to be made to Messrs. Samuel Lowell Price, and John Young, the joint official liquidator, at this office.

22. All communications respecting the general business of the arbitration are to be addressed to the secretary at this office.

By order of the Arbitrator,
THOMAS PRESTON,
Secretary.

*** Printed copies of the deeds of settlement and amalgamation of minutes of proceedings before the arbitrator can be bought at this office.

SCHEDULE (A).

Form of Summons and Indorsement.

In the Matter of The European Assurance Society Arbitration Acts 1872 and 1873
and
In the Matter of The

Let all parties concerned attend before me, the Right Honourable John Baron Romilly, the Arbitrator appointed under the above-mentioned Acts, at the Office of the Arbitration, No. 3, Westminster Chambers, Victoria-street, Westminster, in the County of Middlesex, on day, the day of 187 , at of the clock in the noon, on the hearing of an application on the part of

Dated this day of 187

ROMILLY.

THOMAS PRESTON, Secretary.

To

*** This summons was taken out by Solicitors for

SCHEDULE (B).

Form of Order.

day the day of 187 .

In the Matter of The European Assurance Society Arbitration Acts 1872 and 1873
and
In the Matter of

On the application of [the Joint Official Liquidator of the above-named] by summons dated 187 addressed to and on reading the Agreed Case [or the Separate Cases] of the Applicants and of the Respondent to the Summons and on reading the Affidavit of , No. sworn the day of 187 and filed the day of 187 and on hearing counsel for the several parties, I the Right Honourable John Baron Romilly, the Arbitrator appointed under the above-mentioned Acts, order as follows:

1. * * * * * *

2. The Costs of the Applicants [or of the Respondent] of and relating to the said summons and case shall be taxed, and shall be paid to them [or him] by the Respondent [or by the Applicants out of the assets of the said].

COURT OF CHANCERY, 1873.

NOTICE.

During the Christmas Vacation:—All applications which are of an urgent nature, are to be made to the Master of the Rolls.

The Master of the Rolls will, if required, sit at the Rolls House, on Wednesday, the 31st Dec., 1873, and Wednesday, the 7th Jan. 1874. Any person desirous of making any application on either of those days, must give notice at the Rolls House before 4 o'clock on the previous Monday.

In cases of great emergency, applications to the Master of the Rolls may be sent by book-post, accompanied with the brief of counsel, indorsed with the terms of the order applied for, and a copy of such indorsement on foolscap paper with an envelope addressed to the solicitor making the application, and an envelope addressed to the Vacation Registrar, and such other papers as may be thought necessary.

On applications for injunctions or writs of *Ne exeat Regno*, there must be sent in addition to the above, a copy of the bill, a certificate of bill filed, and office copies of the affidavits in support of the application.

The counsel's brief sent to the Master of the Rolls, will, when any order is made thereon, be returned direct to the registrar, and a copy of the indorsement on counsel's brief of the order made will be sent by post to the solicitor making the application.

The address of the Master of the Rolls can be obtained at the Rolls House.

The chambers of the Master of the Rolls will be open on Wednesday, the 24th, and Tuesday and Wednesday, the 30th and 31st Dec. 1873; and Thursday, Friday, and Tuesday, the 1st, 2nd, and 6th Jan. 1874, from 11 to 1 o'clock.

The Equity Judges' Chambers (other than those of the Master of the Rolls) will be closed on Tuesday, the 23rd Dec. 1873, at 4 p.m., and be re-opened on Wednesday, the 7th Jan. 1874, at 10 o'clock a.m.

PROMOTIONS & APPOINTMENTS

N.B.—Announcements of promotions being in the nature of advertisements, are charged 2s. 6d. each for which postage stamps should be inclosed.

MR. THOMAS KING, of Brighton, solicitor, has been appointed a Commissioner for taking Affidavits in Her Majesty's Courts of Queen's Bench, Common Pleas, and Exchequer, for Sussex and the adjoining Counties.

THE GAZETTES.

Bankrupts.

Gazette, Dec. 12.

To surrender at the Bankrupts' Court, Basinghall-street.

EVANS, GRIFFITH E. builder, the Crescent, Stamford-hill. Pet. Dec. 9. Reg. Haslitt. Sols. Messrs. Miller, Sherborne-la. Sur. Dec. 23

HAZARD, GEORGE, draper, Albany-pl, Commercial-rd. Pet. Dec. 10. Reg. Pepys. Sols. Bannister and Co. Basinghall-st. Sur. Jan. 13

HOWSE, H. W. chemist, Staple-inn, Holborn. Pet. Dec. 10. Reg. Spring-Rice. Sols. Messrs. Piesse, Old Jewry-chmbs. Sur. Jan. 8

TRUMAN, WILLIAM SAMUEL, wine merchant, Botolph-la, Eastcheap. Pet. Dec. 10. Reg. Roche. Sols. Messrs. Lindo, King's Arms-yd. Sur. Jan. 15

To surrender in the Country.

CARTER, THOMAS, cattle salesman, Birmingham. Pet. Dec. 4. Reg. Chauntler. Sur. Jan. 6

ELAM, EDWARD, builder, Liverpool. Pet. Dec. 10. Reg. Watson. Sur. Dec. 30

GAZE, ROBERT, sailmaker, Runham. Pet. Dec. 8. Reg. Walker. Sur. Jan. 3

GUY, HENRY, commission agent, Clifton. Pet. Dec. 8. Reg. Perkins. Sur. Dec. 23

MAY, WILLIAM, shipping agent, Barrow-in-Furness. Pet. Dec. 6. Reg. Postlethwaite. Sur. Jan. 2
PLANCK, JOSEPH WILLIAM, builder, Trowbridge. Pet. Dec. 9. Reg. Smith. Sur. Dec. 24

Gazette, Dec. 16.

To surrender at the Bankrupts' Court, Basinghall-street.

JACKSON, HENRY, fruit salesman, Borough Market. Pet. Dec. 13. Reg. Roche. Sur. Jan. 23
VULLIMY, HENRY, surveyor, Gracechurch-st, and Fairview, Macaulay-rd, Clapham-common. Pet. Dec. 13. Reg. Roche. Sur. Jan. 15
WATTS, HENRY, hot water engineer, St. John-st, West Smithfield. Pet. Dec. 12. Reg. Murray. Sur. Jan. 9

To surrender in the Country.

HUDSON, HERON, provision merchant, Birmingham. Pet. July 15. Reg. Chauntler. Sur. Dec. 30
JOHNSON, ELIZABETH, widow, Harborne. Pet. Nov. 26. Reg. Chauntler. Sur. Dec. 30
WILLIAMS, THOMAS SEYMOUR, dealer in Sheffield goods. Wyrley. Pet. Dec. 11. Reg. Clarke. Sur. Jan. 6
PUGH, MARY, spinster, Levenshulme, near Manchester. Pet. Dec. 11. Reg. Kay. Sur. Jan. 7

BANKRUPTCIES ANNULLED.

Gazette, Dec. 12.

DAVENPORT, EDMUND SHARRINGTON, landagent, Bucknill. Oct. 3, 1866
FITZSIMONS, JOHN, out of business, Liverpool. Sept. 2, 1873
MCCOY, GEORGE, general hardware merchant, Liverpool. Aug. 7, 1873

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Dec. 12.

AKROYD, SAMUEL, butcher, Halifax. Pet. Dec. 9. Dec. 23, at four at office of Sol. Storey, Halifax
ATKINSON, JOSEPH FREEMAN, retired lieutenant, Southsea. Pet. Dec. 8. Dec. 31, at three, at office of Sols. Cousins and Burbidge, Portsmouth
BECK, CHARLES, grocer. St. John-st-rd, Clerkenwell. Pet. Nov. 27. Dec. 16, at twelve, at Mr. Hudgett's offices, 37, Gresham-st. Sol. Gray, Gresham-st
BISSELL, WILLIAM, axle manufacturer, Birmingham. Pet. Dec. 5. Dec 23, at twelve, at offices of Sol. Collis, Birmingham
BLICK, JAMES, gentleman, Regent's-pk-rd. Pet. Dec. 4. Dec. 26, at two, at office of Sol. Vernede, Craven-st, Strand
BOWYER, GEORGE JOSEPH, gentleman, Brecknock-ter, Camden-rd. Pet. Dec. 6. Dec. 22, at eleven, at the London tavern, Bishopsgate-st. Sol. Crowther, Queen-st, Cheapside
BONBERNARD, LOUIS, commission agent, Cheapside. Pet. Dec. 10. Jan. 6, at two, at the Chamber of Commerce, 145, Cheapside. Sol. Dutton, Strand
CLIFFE, JOHN GEORGE, commission agent, Manchester. Pet. Dec. 10. Jan. 7, at three, at offices of Sol. Barling, Manchester
CROUCHER, JAMES, baker, Southampton. Pet. Dec. 9. Dec. 24, at twelve, at office of Sol. Robins, Southampton
DALBS, GEORGE, builder, Parchmore-rd, Thornton-heath. Pet. Dec. 8. Jan. 2, at twelve, at Mullen's hotel, Ironmonger-la. Sol. Pullen, Harp-la, Great Tower-st
DILLON, FOSTER CREWE, clock maker, Tunstall. Pet. Dec. 8. Dec. 24, at eleven, at the County Court Offices, Hanley. Sol Hollinshead, Tunstall
DIXON, DAVID, innkeeper, Garston. Pet. Dec. 8. Jan. 3, at two, at offices of Sol. Lowe, Liverpool
DYER, JOHN, baker, Birmingham. Pet. Dec. 8. Dec. 22, at three, at office of Sol. Parry, Birmingham
EVANS, WILLIAM, commission agent, Caebricks. Pet. Dec. 9. Dec. 23, at twelve, at office of Sols. Davies and Hartland, Swansea
FULLWOOD, EDWARD, civil engineer, Queen's-sq, St. James's-pk. Pet. Dec. 8. Dec. 24, at twelve, at the London tavern, Bishopsgate-st-within. Sols. Keene and Marsland, Lower Thames-st
GAME, THOMAS, harness maker, Tooley-st, Southwark. Pet. Dec. 6. Dec. 23, at twelve, at office of Sol. Nind, St. Benet-pl, Gracechurch-st
GASS, FREDERICK, manufacturer, Bartholomew-close. Pet. Dec. 5. Dec. 30, at two, at the Chamber of Commerce, 145, Cheapside Sol. Chidley, Old Jewry
GEORGE, JOHN OVERLAND, draper, Gooderstone. Pet. Dec. 3. Dec. 22, at twelve, at the County Court House, Downham Market. Sol. Reed, Downham Market
GILES, WILLIAM, of no occupation, Redruth. Pet. Dec. 4. Dec. 30, at three, at Paull's hotel, Chacewater. Sol. Trevena, Redruth
GILL, THOMAS, whitesmith, Taunton. Pet. Dec. 10. Dec. 30, at one, at offices of Sols. Reed and Cook, Taunton
GOODALL, EDWARD PHILIP, commercial traveller, Berkeley-st, Hanley. Pet. Dec. 6. Dec. 24, at eleven, at T. H. and F. W. Tomkinson, Burslem. Sol. Tomkinson, Burslem
GRAY, JOHN, furniture dealer, Alfreton. Pet. Dec. 9. Dec. 31, at twelve, at the Black Boy hotel, Nottingham
HAMILTON, WILLIAM HENRY, corn merchant, Cardiff. Pet. Dec. 8. Dec. 24, at eleven, at Barnard, Thomas, Clarke, and Co., accountants, Cardiff. Sol. Griffith, Cardiff
HEATLEY, JOHN, fruiterer, Liverpool. Pet. Dec. 9. Dec. 24, at two, at Gibson and Bolland, accountants, Liverpool. Sol. Williams, Liverpool
HORTON, GEORGE, pearl button manufacturer, Birmingham. Pet. Dec. 10. Dec. 24, at twelve, at office of Sol. Fallows, Birmingham.
HOWORTH, THOMAS, and HOWORTH, JAMES, cotton manufacturers, Stacksteads. Pet. Dec. 8. Dec. 30, at three, at office of Sols. Sale, Shipman, Seddon, and Sale, Manchester
HUTCHINSON, JAMES, beer dealer, Chorlton-on-Medlock. Pet. Dec. 10. Dec. 26, at three, at the Falstaff hotel, Manchester
ISAACS, LEWIS, boarding-house keeper, Birmingham. Pet. Dec. 9. Dec. 24, at ten, at office of Sol. Burton, Birmingham
JAVAL, EDWARD CREMIEU, of no occupation, Lewes. Pet. Dec 8. Dec. 29, at two, at office of Sol. Smith, Gresham House, Old Broad-st, London
JEWELL, JOHN, boot manufacturer, Plymouth, and Tavistock. Pet. Dec. 10. Dec. 27, at eleven, at offices of Sols. Messrs. Edmonds, Plymouth
JONES, JAMES MAURICE, grocer, Luton. Pet. Dec. 5. Dec. 22, at one, at office of Sol. Scargill, Serjeant's-inn, Chancery-la, London
KEATLEY, GEORGE, farmer, Sutton Coldfield. Pet. Dec. 10. Dec. 19, at twelve, at office of Sol. Fallows, Birmingham
KELLER, JOHN ANTON, japanner, Bloomfield-rd, Burdett-rd, Bow, and Railway-arches, Bow Common-la. Pet. Dec. 8. Dec. 31, at eleven, at office of Sol. Brighten, Bishopsgate-street-without.
KITCHENER, THOMAS, doctor of medicine, Chippenham. Pet. Dec. 9. Dec. 24, at ten, at the residence of the petitioner, St. Mary's-st, Chippenham. Sol. Bartrum, Bath
KNIGHT, GEORGE, law stationer, Gray's-inn-rd. Pet. Nov. 29. Dec. 20, at eleven, at office of Sol. Parker, Lombard-st
LAWRENCE, THOMAS, shopkeeper, Wollaston. Pet. Dec. 2. Dec. 19, at three, at office of Sol. Addison, High-st, Brierley-hill
LAWSON, EDWIN GEORGE, and LAWSON, HENRY, tobacconists, Birmingham. Pet. Dec. 10. Dec. 23, at three, at office of Sol. Fallows, Birmingham
LEONARD, EDWARD, out of business, Aston-juxta-Birmingham. Pet. Dec. 10. Dec. 19, at twelve, at office of Sol. Kennedy, Birmingham
LUCKMAN, CHARLES JAMES, commission agent, Silver-st. Pet. Dec. 11. Dec. 29, at two, at Ladbury, Collison, and Viney, 99, Cheapside. Sols. Davidson, Carr, Bannister, and Morriss, Basinghall-st
MACDONALD, DUNCAN GEORGE FORBES, gentleman, Eastbourne. Pet. Dec. 8. Dec. 24, at ten, at the Crown hotel, Lewes. Sol. Barrow, Leadenhall-st
MCLEAN, JOHN, joiner, Lower Broughton. Pet. Dec. 9. Dec. 29, at three, at the Union-chmbs, 18, Dickinson-st, Manchester Sols. Messrs. Bond, Manchester
MEARS, ISAAC, gasfitter, Hammersmith. Pet. Dec. 9. Dec. 29, at four, at office of Sol. Parker, Cambridge-rd, Hammersmith
MITCHELL, ALFRED, hosier, Gloucester. Pet. Dec. 5. Dec. 23, at twelve, at the Bell hotel, Gloucester. Sols. Burrup, and Coren, Gloucester
MITCHELL, WALTER, and SOUTH, HENRY, bedroom furniture manufacturers, Mosley-st, Curtain-rd, and City-rd. Pet. Dec. 9. Jan. 8, at one; sep. creditors of Mitchell, at two; sep. creditors of South, at three, at 10, City-rd. Sols. Roscoe, Hincks, and Sheppard, King-st, Finsbury-sq
MOLONY, JOHN, stationer, Brick-la, Spitalfields. Pet. Dec. 4. Dec. 22, at two, at office of Sol. Copp, Essex-st, Strand
MOORE, JOHN, printer, Beaufort-bldgs, Strand. Pet. Dec. 5. Dec. 23, at eleven, at Lomax, 3, Jermyn-st, St. James's. Sol. Morris, Leicester-sq
MURPHY, NEIL, fishmonger, Wolverhampton. Pet. Dec. 8. Dec. 23, at half-past ten, at office of Sol. Stratton, Wolverhampton
O'REILLY, GEORGE FRANCIS, draper's assistant, Mansfield. Pet. Dec. 9. Dec. 29, at three, at office of Sol. Hogg, Mansfield
PARISH, ALEXANDER, builder, Southampton-rd, Kentish-town. Pet. Dec. 8. Dec. 29, at two, at offices of Sol. Rodwell, Chancery-la
PIKE, JOHN, gentleman, Brixton-rd. Pet. Dec. 4. Dec. 23, at three, at offices of Sols. Manning, Great George-st, Westminster
PLOWMAN, WILLIAM, and TAYLOR, WILLIAM, grocers, Wandsworth-rd. Pet. Dec. 5. Dec. 23, joint creditors at two; sep. creditors of Taylor, at three, at office of Sols. Harper, Broad, and Battock, Hood-la
RIPPIN, AMOS, and RIPPIN, JOSEPH, curriers, Geddington. Pet. Dec. 8. Dec. 29, at twelve; sep. creditors of J. Rippon, at half-past twelve, at office of Sol. Rawlins, Market Harborough
RODMAN, GEORGE, cabinet maker, Bristol. Pet. Dec. 10. Dec. 23, at eleven, at office of Sol. Essery, Bristol
ROSE, WILLIAM, stocktaker, Middlesborough. Pet. Dec. 4. Dec. 22, at eleven, at Bennison and Co., accountants, Middlesborough. Sol. Dobson
ROSSINGTON, JOSEPH WILLIAM, builder, Boston. Pet. Dec. 9, Dec. 23, at eleven, at office of Sol. Dyer, Boston
ROXBURGH, WILLIAM, draper, Kingston-on-Thames. Pet. Dec. 6. Dec. 24, at twelve, at office of Sol. Bennet, Friday-st
SALVIDGE, JAMES, victualler, Bristol. Pet. Dec. 10. Dec. 20, at eleven, at offices of Sol. Essery, Bristol
SAMBROOK, JOHN, and SAMBROOK, SAMUEL, builders, Stoke-on-Trent. Pet. Dec. 6. Dec. 23, at eleven, at office of Sol. Stevenson, Stoke-on-Trent
SEPHTON, WILLIAM, marble mason, Liverpool. Pet. Dec. 8. Dec. 29, at three, at office of Sol. Pemberton, Liverpool
SMITH, CHARLES, commission agent, Bristol. Pet. Dec. 5. Dec. 23, at eleven, at J. Downing, All Saints-la, Exchange, Bristol.
STACEY, SAMUEL, and STACEY, BENJAMIN, wholesale stationers, High-st, Shoreditch, and New-inn-yard. Pet. Dec. 9. Dec. 29, joint creditors, at two; sep. creditors of S. Stacey, at half-past three; sep. creditors of B. Stacey, at four, at the Guildhall coffee-house, Gresham-st. Sol. Angell
STEPHENS, SAMPSON, wine merchant, Penryn and Truro. Pet. Dec. 9. Dec. 27, at twelve, at the Inns of Court hotel, Holborn. Sol. Jenkins, Penryn
STEPHENSON, CHARLES, cabinet maker, Huddersfield. Pet. Dec. 9. Dec. 29, at eleven, at office of Sol. Berry, Huddersfield
STONE, FRANCIS, builder, Oxford. Pet. Dec. 6. Dec. 23, at eleven, at St. Michael's-chmbs, Ship-st, Oxford. Sols. Hurford and Taylor
SWINDELLS, JOHN, innkeeper, Manchester. Pet. Dec. 8. Dec. 24, at ten, at office of Sol. Marlow, Manchester
TAYLOR, JAMES, publican, Crewe. Pet. Dec. 6. Dec. 23. at eleven, at the Royal hotel, Crewe. Sol. Pointon
THIRKILL, JOHN, joiner, Bradford. Pet. Dec. 4. Dec. 31. at eleven, at offices of Sols. Lancaster and Wright, Bradford
THOMPSON, JOHN, draper, Birkenhead. Pet. Dec. 9. Dec. 26, at three, at office of Sol. Moore, Birkenhead
UTTLEY, SAMUEL FIELDEN, warp sizer, Walsden. Pet. Dec. 8. Dec. 23, at three, at office of Sol. Shippey, Manchester
VICKERS, CHARLES, manufacturer of chains, Birstal. Pet. Dec. 8. Dec. 23, at ten, at office of Sol. Wooler, Batley
WAGGETT, ALFRED, tailor, Green-st, Grosvenor-sq. Pet. Dec. 10. Jan. 2, at twelve, at office of Sol. Richards, Warwick-st, Regent-st
WEST, HENRY, carpenter, Oxford. Pet. Dec. 10. Dec, 31, at one, at office of Sol. Thompson, Oxford
WILLIAMS, JOHN, out of business, Shrewsbury. Pet. Dec. 6 Dec. 23, at eleven, at office of Sol. Morris, Shrewsbury

Gazette Dec. 16.

ACRES, WILLIAM, farmer, Standon. Pet. Dec. 10. Dec. 30, at two, at office of Sol. Digby, Lincoln's-inn-fields, London
ARCHLIN, EDWARD, glass shade manufacturer, St. John's-st, Clerkenwell, Lea-bridge, Hackney, and Crickfield-rd, Clapton. Pet. Dec. 10. Jan. 5. at twelve, at office of Sol. Smith, Great James-st, Bedford-row
ASHWORTH, JOHN, and HALSTEAD, RICHARD, builders, Spotland. Pet. Dec. 12. Dec. 30, at two, at the Wheatsheaf inn, Manchester. Sols. Hall and Baldwin, Clitheroe
BAKER, WILLIAM, baker, Southwick. Pet. Dec. 10. Dec. 27, at twelve at office of Bertie, 17, Great James-st, Bedford-row, London. Sol. Coombs, Brighton
BLACK, WILLIAM, commission agent, Manchester. Pet. Dec. 11. Dec. 29, at three, at the Clarence hotel, Manchester. Sol. Woolley, Manchester
BRADLEY, FRANCIS, publican, Rochdale. Pet. Dec. 10. Dec. 29, at three, at the Hare and Hounds inn, Rochdale. Sol, Lomax, jun., Rochdale
BROWN, SAUL, jeweller, Sunderland. Pet. Dec. 11. Dec. 29, at three, at office of Sol. Hope, Sunderland
BURLEY, HENRY RAWSON, fruiterer, High-st, Wandsworth. Pet. Dec. 11. Jan. 5, at three, at 10, Trinity-st, Southwark. Sol. Ody
CARNEY, CATHERINE, manager for a poultry dealer, Liverpool. Pet. Dec. 12. Jan. 6, at three, at office of Vine, Liverpool. Sol. Ritson, Liverpool
DALE, HENRY AUGUSTUS, private hotel keeper, Bedford. Pet. Dec. 10. Dec. 30, at eleven, at office of Sol. Tebbs, Bedford
DARBYSHIRE, WILLIAM, plumber, Southport. Pet. Dec. 12. Dec. 30, at eleven, at office of Sol. Walton, Southport
DEAN, WILLIAM, painter, Saltburn-by-the-Sea. Pet. Dec. 9. Dec. 29, at eleven, at Mrs. Barker's Temperance hotel, Middlesborough. Sol. Bainbridge, Middlesborough
EAST, EDWARD, gunmaker, Birmingham. Pet. Dec. 11. Dec. 30, at twelve, at offices of Sol. Rooke, Birmingham
EDWARDS, JOHN, and WESTPHAL, ERNST HENRICH, commission merchants, Great Tower-st. Pet. Dec. 10. Dec. 30, at twelve, at offices of Sols. M'Leod and Watney, London-st, Fenchurch-st
ELLIOTT, WILLIAM RICHARD, millwright, Plymouth. Pet. Dec. 12. Dec. 23, at once, at office of Willes, public accountant, 24, George-st, Plymouth. Sol. Chilcott, Tavistock
ESCHLE, FRIDOLIN, watchmaker, Swansea. Pet. Dec. 10. Dec. 29, at eleven, at office of Sols. Davies and Hartland, Swansea
GRAHAM, ROBERT, draper, Dudley. Pet. Dec. 10. Dec. 30, at half-past ten at office of Sol. Barrow, Wolverhampton
GRAVELY, CHARLES EWART, provision merchant, Brighton. Pet. Dec. 10. Dec. 30, at three, at office of Sol. Lamb, Brighton
GREEN, FREDERICK, cheesemonger, Lower Wandsworth-rd. Pet. Dec. 11. Dec. 30, at eleven, at Peele's Coffee-house, Fetter-la. Sol. Marshall, King-st West Hammersmith
GREGOLINI, STEPHEN, brick manufacturer, Upper Bralles. Pet. Dec. 11. Jan. 3, at three, at office of Sol. Crosby, Banbury
GRIFFIN, JOHN, and RUDD, WILLIAM HENRY, glass manufacturers, Birmingham. Pet. Dec. 12. Dec. 29, at half-past eleven, at offices of Sol. Duke, Birmingham
GRIFFIN, WILLIAM, surgeon, Ledbury. Pet. Dec. 13. Dec. 29, at twelve, at the Feathers hotel, Ledbury. Sols. Messrs. Corbett, Worcester
HALES, JOHN, fruiterer, Wolverhampton. Pet. Dec. 12. Jan. 5 at eleven at office of Sol. Barrow, Wolverhampton
HANBERG, HENRY WILLIAM, tin merchant. Dock-st, Limehouse. Pet. Dec. 12. Dec. 30, at two, at offices of Sols. Learoyd and Learoyd, South-st, Finsbury-sq
HASKINS, HESTER, widow, out of business, Wick and Abson. Pet. Dec. 13. Dec. 24, at three, at office of Sol. Peterson, Bristol
HAWORTH, JAMES, HAWORTH, THOMAS, and HAWORTH, ROBERT, cotton spinners, Bacup. Pet. Dec. 5. Dec. 29, at three, at the Derby Arms hotel, Bury. Sols. Handsley and Artindale, Burnley
HERRMANN, ALEXANDER, prestidigitateur, Brighton. Pet. Dec. 10. Dec. 29, at three, at offices of Clennell, Great James-street, Bedford-row, London. Sol. Brandreth, Brighton
HILL, GEORGE HENRY, out of business, Wednesbury. Pet. Dec. 10. Dec. 29, at three, at office of Sol. Sheldon, Wednesbury
HOCKENHULL, ROBERT, nursery gardener, Sale. Pet. Dec. 13. Jan. 7, at eleven, at office of Sol. Simpson, Manchester
HODGES, JAMES, grocer, Deal. Pet. Dec. 11. Jan. 7, at eleven, at 98, Middle-st, Deal. Sol. Drew
HOLLOWAY, THOMAS, chain maker, Barrow-in-Furness. Pet. Dec. 12. Dec. 23, at eleven, at the Ship hotel, Barrow-in-Furness. Sol. Jackson, Ulverston
HUGHES, RICHARD, millstone manufacturer, Bunbury Heath, near Tarporley, and Liverpool. Pet. Dec. 12. Dec. 30, at two, at office of Sol. Bellringer, Liverpool
HOWSE, CHARLES, auctioneer, Chippenham. Pet. Dec. 12. Dec. 30, at eleven, at the White Lion hotel, Chippenham. Sol. Dyer, Bath
IRELAND, THOMAS ROBERT, baker, Theobalds-rd, Holborn. Pet. Dec. 12. Jan. 8. at two, at office of Sol. Brown, Basinghall-street
JACKSON, MILES, coal merchant, Chester. Pet. Dec. 12. Dec. 31, at twelve, at office of Sol. Churton, Chester
JOHNSON, WILLIAM HENRY, surgeon, Lydd and Lenham. Pet. Dec. 12. Dec. 29, at half-past ten, at offices of Sol. Smith, Old Broad-st, London
JONES, ILES, grocer, Rhosymedre. Pet. Dec. 11. Dec. 29, at two, at offices of Sols. Evans and Lockett, Liverpool
LANGE, DANIEL LARSEN, tailor, Trinity-sq, Tower-hill. Pet. Dec. 13. Dec. 30, at three, at offices of Sols. Ellis and Crossfield, Mark-la
LAWTON, JOSEPH, dealer in millinery, Middlesborough. Pet. Dec. 8. Jan. 2, at three, at office of Sol. Addenbrook, Middlesborough
LEAROYD, JANE, private lodginghouse keeper, Huddersfield. Pet. Dec. 10. Dec. 31, at three, at offices of Sols. Messrs. Learoyd, Huddersfield
LONG, JOHN CRAVEN, blacksmith, Eccleshill. Pet. Dec. 12. Dec. 31, at three, at offices of Sols. Fawcett and Malcolm, Leeds
LYNDEN, EDWIN, smack owner, Lowestoft. Pet. Dec. 9. Jan. 5, at twelve, at offices of Sol. Archer, Lowestoft
MARVIN, ELIZABETH, milliner, Regent-st. Pet. Dec. 8. Dec. 24, at twelve, at 298, Regent-st. Sol. Alcock
MATTHEWS, WILLIAM JAMES, leather dressing case manufacturer, Newman-st, Oxford-st. Pet. Dec. 13. Jan. 8, at two, at 14, Southampton-st, Bloomsbury. Sols. South and Stacey
MAXWELL, JOHN, cotton waste bleacher, Bolton. Pet. Dec. 11. Dec. 29, at three, at office of Sols. Hall and Rutter, Bolton
MILLARD, ANNIE, general shop keeper, Bridge-st, Kilburn. Pet. Dec. 15. Dec. 31, at four, at office of Sol. Cambridge-ter, Hyde-pk
MORRIS, HENRY, joiner, Liverpool. Pet. Dec. 10. Jan. 5, at three, at office of Sol. Harper, Liverpool
NICHOLSON, WILLIAM, gentleman, Grayshot-rd, Wandsworth. Pet. Dec. 8. Dec. 23, at twelve, at offices of Sols. Reed and Lovell, Guildhall-chmbs, Basinghall-st
OLIVER, WALTER, tailor, Normanby. Pet. Dec. 13. Dec. 29, at eleven, at offices of Sols. Hunton and Bolsover, Stockton-on-Tees
PALETHORPE, THOMAS, agent, Nottingham. Pet. Dec. 11. Dec. 31, at twelve, at office of Sol. Shelton, Nottingham
PARRY, SAMUEL, cattle dealer, Wombourn. Pet. Dec. 13. Dec. 29, at eleven, at office of Sol. Barrow, Wolverhampton
PHILLIPS, THOMAS EDWARD, packing case maker, Birmingham. Pet. Dec. 12. Dec. 30, at twelve, at office of Sol. Griffin, Birmingham
PRICE, REES, commission agent, Llandewibrefi. Pet. Dec. 8. Dec. 27, at half-past ten, at office of Sol. Griffiths, Carmarthen
RANDS, THOMAS, licensed victualler, Ealing-common. Pet. Dec. 10. Jan. 5, at two, at office of Sol. Pittmann, Guildhall-chmbs, Basinghall-st
RILEY, HENRY, and CLEGG, JOHN, builders, Accrington. Pet. Dec. 5. Dec. 30, at two, at office of Bannister, solicitor, Accrington. Sol. Nowell, Burnley
ROTHWELL, JOHN, and CLARKE, JAMES WILLIAM, builders, Kirchen-st, Ealing. Pet. Dec. 8. Dec. 24, at eleven, at offices of Kent, Fiaxman, Haydon, and Co., accountants, 55, Basinghall-st. Sol. Warrand, Ludgate-hill
SAINSBURY, WILLIAM WARSDEN, out of business, Liverpool. Pet. Dec. 11. Dec. 29, at two, at office of Gibson and Bolland, accountants, Liverpool. Sol. Ritson, Liverpool
SIMS, REUBEN, wine merchant, Barrow-in-Furness. Pet. Dec. 12. Dec. 29, at two, at the Victoria hotel, Preston. Sol. Gilbertson, Preston
SMURTHWAITE, THOMAS, mantle manufacturer, Almorah-rd, Islington. Pet. Dec. 11. Dec. 31, at twelve, at office of Sol. Child, South-sq, Gray's-inn
SPODE, MARTIN, furniture broker, Chester. Pet. Dec. 12. Dec. 29, at three, at office of Sol. Nordon, Chester
SPURWAY, JAMES, publican, Colyford. Pet. Dec. 12. Jan. 6, at twelve, at the Dolphin inn, Colyton. Sol. Wilton, Colyton
STOREY, WILLIAM HOLLINGWORTH, cordwainer, Navenby. Pet. Dec. 11. Jan. 3, at eleven, at office of Jay, public accountant, Lincoln. Sols. Toynbee and Larken, Lincoln
SUGDEN, WILLIAM, grocer, Kildwick. Pet. Dec. 13. Dec. 24. at eleven, at office of Rawson, George, and Wade, solicitors, Bradford. Sols. Wright and Waterworth, Keighley
SWAINSON, WILLIAM, wood turner, Durham. Pet. Dec. 12. Dec. 29, at twelve, at offices of Sols, Hunton and Bolsover, Stockton-on-Tees
TAYLOR, WILLIAM, blacksmith, Gayton. Pet. Dec. 11. Dec. 30, at twelve, at office of Sols. Glasier and Mason, King's Lynn
TESSEYMAN, JOHN MARTIN, fishing smack owner, Kingston-upon-Hull. Pet. Dec. 16. Dec. 19, at two, at office of Sol. Laverack, Kingston-upon-Hull
THOMPSON, EDMUND, hat dealer, Newcastle-upon-Tyne. Pet. Dec. 11. Jan. 2, at twelve, at offices of Sol. Clavering, Newcastle-upon-Tyne
WATMOUGH, WILLIAM, plumber, Manchester. Pet. Dec. 12, Dec. 29, at three, at office of Sols. Sale, Shipman, Seddon, and Sale, Manchester
WELLS, WILLIAM, out of business, Maidenhead. Pet. Dec. 13. Jan. 6, at half-past two, at the White Horse, High-st, Maidenhead. Sol. Burr, St. Mary's-sq, Paddington, London
WHALLEY, JOHN WILLIAM, bookkeeper, Blackburn. Pet. Dec. 10. Jan. 2, at three, at office of Sols. Hall and Holland, Blackburn
WILCOX, JAMES JOSEPH, baker, Brighton. Pet. Dec. 10. Dec. 30, at eleven, at office of Sol. Mills, Brighton
YOUNG, SAMUEL, brushmaker, Birmingham. Pet. Dec. 10, Dec. 29, at half-past ten, at office of Sol. Duke, Birmingham
ZEWYBAUM, ABRAM BEAR, (commonly known as Barnett, Abram Bear), builder, Beaumont-sq, Mile End-rd. Pet. Dec. 11. Jan. 6, at three, at offices of Sols. Ingle, Cooper, and Holmes, City Bank-chmbs, Threadneedle-st

Dividends.

BANKRUPTS' ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Anderson, J. C. clerk, 12s. At Sol. Jaques, Birmingham.—*Bailey*, J. bootmaker, 2s. At Sol. Sherratt, Wrexham.—*Collins*, H. W. of Woodbridge, first, 4s. At Trust. W. J. Andrews, Church-st, Woodbridge.—*Garrett*, J. chemical manufacturer, first, 1s. 6d.; final, 1s. 3d. At Trust. P. B. McQuie, Albert-bdgs, Preston's-row, Liverpool.—*Head*, W. B. hotel keeper, second and final, 3½d. At Trust. J. A. Josolyne, 28, King-st, Cheapside.—*Moore*, A. first and final, 10s. At Trust. H. W. Banner, 24, North John-st, Liverpool.—*Moore*, J. first and final, 10s. At Trust. H. W. Banner, 24, North John-st, Liverpool.—*Pollexfen*, E. chemist, first 2s. 6d. At Trust. A. C. R. Adcock, 20, South-st, Horncastle.—*Sharp*, M. D. commission merchant, second, 2s. 6d. At Trust. H. Bolland, 10, South John-st, Liverpool.—*Smith*, Rev. P. clerk in holy orders, 1s. Trust. C. Other, jun.—*Whitworth*, G. W. hop merchant, first, 2s. and not 2s. 3d. as advertised in Gazette Nov. 28

Orders of Discharge.

Gazette, Dec. 9.

GEDDES, WILLIAM BODDEN, miller, Warrington

BIRTHS MARRIAGES AND DEATHS

BIRTHS.

BRANSON.—On the 8th inst., the wife of Reginald Branson, barrister-at-law, Bombay, of a son.
DRUMMOND.—On the 11th inst., at 3, Lyndhurst-road, Peckham, the wife of Patrick William Drummond, solicitor, formerly of Croydon, of a daughter.
KNOWLES.—On the 13th inst., at Surbiton, the wife of George Knowles, barrister-at-law, of a daughter.

DEATHS.

MYRES.—On the 14th inst., at Ribbleside House, Preston, aged 65 years, Alderman Miles Myres, for twenty-one years Coroner for the Hundred of Amounderness, and thrice Mayor of Preston.
OXENHAM.—On the 12th inst., at 17, Earl's-terrace, Kensington, aged 74 years, George Nutcombe Oxenham, Esq., barrister-at-law, Western Circuit, formerly Fellow of Exeter College, Oxford.
SCOTT.—On the 7th inst., at an advanced age, David Scott, Esq., Conveyancer, of 10a, Penrose-street, Walworth, and Middle Temple.
SOUTHEE.—On the 13th inst., at 97, Guilford-street, Russell-square, aged 48 years, Horace Robert Southee, solicitor.
STUBBS.—On the 18th inst., at St. Paul's Close, Wansall, aged 31 years, George Bradnock Stubbs, Esq., solicitor.

To Readers and Correspondents.

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The Law and the Lawyers.

THE Bankruptcy Court is evidently prepared to go any length in exercising jurisdiction under the 72nd section of the Act of 1869. We recently noticed that it was attempted to compel an equitable mortgagee of a fund who sought to recover the fund in the Court of Chancery to go into bankruptcy, because he was a creditor of the bankrupt mortgagor. In another case, heard on the 16th inst., the Chief Judge had considered that the Court of Bankruptcy had power to carry out a decree of the Court of Chancery in the matter of a partnership. Lord SELBORNE said that he did not concur in the view of the CHIEF JUDGE that it was competent for the Court of Bankruptcy to carry out the decree under the 72nd section. That section, he observed, gave very large powers to the Court of Bankruptcy to decide all questions necessary for the administration of a bankrupt's estate; but it did not enable it to draw within its jurisdiction the owners of property which was not vested in the assignees, or to work out a decree for dissolution of a partnership which had been previously made by the Court of Chancery.

AN interesting judgment on the subject of testamentary gifts to illegitimate children was delivered by Vice-Chancellor MALINS, on the 20th inst. The testator married twice. By his first wife he had two children, both of whom died in his lifetime, one only leaving issue. By his second wife he had two children, both born before the marriage. By his will he gave to his wife power to dispose of his property among "our children," and in the event of her making no will the property was to be equally divided between his "children by her." It was argued that by allowing the illegitimate children to come in under the will, the legitimate children would be excluded. The Vice-Chancellor said, however, that there is no rule to prevent legitimate and illegitimate children taking together as a class where it is intended they should do so.

THE Taunton election petition has evidently created an amount of excitement which seems likely to result in the introduction of some novel features into the trial. The first of which we hear is the framing of an affidavit on the part of the respondent, making extraordinary allegations against the petitioners as a ground for obtaining particulars of the alleged acts of bribery, &c. Before the application for particulars was made to the Judge, this affidavit had been published in a local newspaper. This would have been a sufficiently improper proceeding had the contents of such affidavit been true; being contradicted by four affidavits on the other side, it should certainly have been confined to the attention of the Judge. Proceedings, however, are to be at once commenced for the purpose of punishing this contempt of court, and to obtain redress for the libel. If election trials are to be conducted with this asperity, Parliamentary electioneering will become more hazardous than it has been hitherto.

THE particulars furnished to us concerning the changes on the Northern Circuit appear to have been in some respects incorrect. The appointments in the offices connected with the Court of Common Pleas, at Lancaster, consequent upon the resignation of Mr. HARRIS, have had the effect of making Liverpool the principal centre, instead of, as hitherto, one of the districts of the county subordinate to Preston. Mr. T. E. PAGET, who has for the last four years occupied the office of district prothonotary, at Liverpool, now becomes the prothonotary and associate for the whole county. Mr. HARRIS's successor at Preston, Mr. SHUTTLEWORTH, is to be district prothonotary for Preston, and deputy-associate for Lancaster; and Mr. E. WORTHINGTON, at Manchester, will act as deputy-associate for Manchester, in addition to his previous appointment of district prothonotary for that city. The registers of judgments and executions to bind land will be transferred from Preston to Liverpool. Mr. PAGET will not have to go either to Lancaster or Manchester Assizes, the district prothonotary for Manchester acting as deputy-associate there, and the district prothonotary for Preston acting as deputy-associate at the Lancaster Assizes. The new arrangements extend to Lancashire only, and do not affect the other counties on the circuit.

THE astonishment expressed by the LORD CHIEF BARON at the revelations made in the case of *Edmonds* v. *Jeynes* will probably be shared by all who perused the report. The plaintiff was a solicitor who had lived and practised at Newent for more than thirty years. Owing to the unfortunate circumstance that he had been personally concerned in litigation with some influential persons in the town he had become an object of dislike to persons who seem to have taken advantage of every opportunity to crush him. Some considerable period after the death of his wife he was charged with having murdered her. The coroner who held the inquest—when Mr. EDMONDS was committed on a charge of manslaughter—was a solicitor, who had been personally engaged in litigation with Mr. EDMONDS and had been defeated. Mr. EDMONDS was then taken before the magistrates, and the chairman on the occasion was Mr. ONSLOW, also an unsuccessful litigant in opposition to Mr. EDMONDS. Mr. EDMONDS was committed to the assizes to take his trial for murder. The grand jury ignored the bill, but he was tried for manslaughter and acquitted. To fill the cup of persecution Mr. EDMONDS was the subject of a special sermon from the parish pulpit by a clergyman who also had differences with the plaintiff, and was his bitter enemy; and lastly, the object of a malignant attack in a local paper—the *Gloucester Mercury*. For this libel he brought his action, and, we are glad to say, that he has recovered 350*l.* damages. The LORD CHIEF BARON said, in

addressing the jury, "That we should have had an individual filling the important post of coroner who had himself been the plaintiff in a Chancery suit against the plaintiff, and the bill in which had been dismissed with costs, and who may therefore very well have been suspected of having entertained angry feelings against him —that he should have been the coroner presiding upon the inquiry —an inquiry neither more nor less than whether he was guilty or not guilty of the grave crime of murder—that we should have had an individual in this country filling and executing the functions of that public office under circumstances like these—that we should have had a magistrate, who had been unsuccessful in several actions between himself and the plaintiff, presiding as chief magistrate on the occasion upon an inquiry as to whether it would be his duty to commit the plaintiff for trial on the charge of murder —that all the proceedings should have occurred in this country, in which the law of England prevails, and by Englishmen—and, as they would call themselves, English gentlemen—is altogether to me something so improbable and so extraordinary that I should deem it incredible, but that it is proved beyond any kind of doubt before you." A magistrate and a coroner who can exercise their offices when a personal enemy's character and life are subject to their jurisdiction must be utterly unfit for their positions.

A remarkable feature of Nisi Prius trials, which has forcibly struck us during the sittings in Middlesex and London, is the frequency of the applications for a stay of execution. It would seem indeed that there is rarely any case of importance determined by a jury in which counsel for the unsuccessful party omits to apply either for leave to move or a stay of execution. The Judicature Act will do something towards limiting the grounds upon which new trials may be obtained, but we should be very glad to see the Judges withholding facilities for upsetting verdicts, whilst affording every opportunity to parties of raising matters of law by going to the full court. Juries are the constitutional tribunals for the trial of questions of fact, and it seems unreasonable that where there has been an unanimous determination of twelve men the court on some possibly immaterial misdirection, or admission or rejection of evidence, should send the case after protracted delay to other twelve men with equal chances of miscarriage. We can imagine nothing more calculated to disgust suitors with the law than the want of finality in the verdicts of juries. The expenses of new trial motions, and of new trials themselves, are frequently ruinous, whilst rules *nisi* are often kept hanging over from term to term until the grievance involved becomes stale. Staying execution is simply keeping succesful litigants out of the proceeds of a fair victory, and should be resorted to only in cases of surprise or palpable miscarriage. Of course, a Judge knows that when he is asked to stay execution it may be intended to impugn his direction to the jury, and he feels a delicacy in refusing to facilitate a review of his law. A little less sensitiveness on this head, we think, would be desirable in the best interests of the law, for uncertainty and delay are the two elements which now deter so many from seeking the regular and most satisfactory means of obtaining the redress of their wrongs.

An attempt has been made to get over the rule that a shipowner has no lien for freight when no freight has been earned. A charter-party provided that a ship should be loaded for Lagos with a general cargo, and bring back a cargo from Lagos, at 77s. 6d. per ton for freight and hire, £250 to be advanced on signing bills of lading and clearing out, £5 a day demurrage. After the vessel was loaded, but before she sailed, the charterers failed. Under the bankruptcy, the shipowner claimed a lien for freight. It was disallowed by the County Court Judge, but the shipowner appealed to the Chief Judge, and from the Chief Judge to the full Court of Appeal. The point is one of some importance. It was contended first, on the principle of cases as to concurrent acts, that the £250 became payable as a sum certain under the contract as soon as the captain was ready and willing to sign the bills of lading, and that that, therefore, constituted a sum certain immediately and still recoverable as such, notwithstanding that the whole contract was determined and the voyage put an end to. The Lord Chancellor said that if it were necessary to decide that point, there would be very great difficulty in applying the principle of the cases referred to to the case of the payment in advance, or at a particular stage, of an instalment of one entire consideration for one complete voyage or other service, where the complete voyage or other service had never been performed, and was on the non-payment entirely given up. But, assuming even that it were so, how, his Lordship asked, does it become freight for which the nautical lien arises? "It was admitted that it would not be ordinarily so; but it was contended that the lien was created by the express clause of lien. The express clause is, however, for freight, dead freight, demurrage, and other charges. It is not dead freight nor demurrage nor other charge, and it is not freight in the ordinary sense of the word. But the contention was that the word 'freight' here was not to be read in the ordinary sense, but that the clause was to be read in connection with the previous clause as to the payment of freight. The £250, it is said, is there expressly stated to be payable as part of the freight, and the freight is to be paid as follows: £250 in advance. Therefore, it was contended that the clause of lien was to be read thus—'for freight, which word is to include the £250 hereinbefore made payable in advance, and hereinbefore spoken of as a part payment of freight.' There is some ingenuity, but, in our judgment, no substance, in this contention. It would be an unwarranted thing to lay hold of a particular form of expression in one part of a charter-party or other instrument, in order to give to plain unequivocal language in another part of the instrument a meaning different from its ordinary meaning. The ship never earned freight, and never began to earn freight. That it was prevented from doing so by the default of the other party entitles the owner to full compensation for all the loss sustained thereby, but the compensation is not freight, and the nautical lien for freight does not extend to such compensation."

We report two County Court cases on the subject of delays on railways, in both of which the company was mulcted in damages. One of these was heard in the Norwich County Court, the plaintiff being the son and deputy of the registrar. A preliminary objection was taken under sect. 20 of 19 & 20 Vict. c. 108, but there being no regular appointment of this gentleman as deputy registrar, the objection was overruled. The substantial question involved was whether the company was liable for delay arising from an accident. At the station from which the train was advertised to start there was only one engine; a tube in the boiler broke, and the engine was useless. The day following the plaintiff attempted to start from another station of the company, and was unable to get on owing to some luggage trucks having got off the rails. As to the first occasion, the Judge held that there was nothing to exempt a railway company from the responsibility which attached to coach owners in the old coaching days, namely, to be in a position to supply the place of a horse which broke down. He was disposed to think that there was gross negligence in having only one engine at a place like Wells (in Norfolk), the terminal station for two lines of railway. But if this doctrine of negligence apply at all it must assuredly apply to all stations, and it strikes us as straining the law to hold that a railway company is liable to its passengers for delay owing to an accident over which the company had no control, His Honour, however, has reserved his formal judgment. In the second case, which was heard at the Aylesbury County Court, a cattle dealer going to a fair was delayed so long that he did not arrive until the fair was over. The delay in this instance was owing to the stoker allowing the firebox to be choked, and the Judge held the company liable for the negligence of their servants, and awarded the plaintiff 40s. damages. These cases show a determination on the part of the Judges to keep the companies to the contract entered into with the public by means of the time bills, and if the public make a practice of insisting on their rights the general want of punctuality which now prevails may soon disappear.

A correspondent writes: "In the 'Topics of the Week' in your issue of the 20th inst. you refer to a decision reported in your County Court news contained in the same paper. The Judge is reported to have held that a husband is not liable to pay for goods supplied for family use by a tradesman with whom he had forbidden his wife to deal; and in your remarks you throw a doubt upon the ruling of the Judge and the authority of the case in the Common Pleas quoted by him in support of his view. I presume the case in question is *Jolly* v. *Rees* (10 L. T. Rep. N. S. 298), where it was held by Erle, C.J. and Williams and Willes, JJ. that 'it was not competent for the wife to make a contract binding upon her husband for necessaries suitable to her estate and degree, against his will, and contrary to his order to her, though without notice of such order to the tradesman.' It is right to say that Byles, J. dissented, saying: 'No private reservation of authority, or private agreement between husband and wife, not communicated to a tradesman honestly dealing with the wife by supplying necessaries for the family in the ordinary course of domestic affairs, can affect the tradesman's right to rely on the apparent authority of the wife.' Mr. Justice Byles's view is the same as that laid down by the Court of Exchequer in *Johnson* v. *Sumner* (3 H. & N. 261). The case in question (*Jolly* v. *Rees*) does not appear to have been cited in *Phillipson* v. *Hayter*, where the question was as to certain articles being necessaries, the implied authority of the wife to bind the husband not being otherwise rebutted. I think *Jolly* v. *Rees* may fairly rank with those cases where it has been held that a surety is not discharged by a binding agreement to give time to the principal, though made without his concurrence, if it is at the same time agreed that the surety shall not be discharged. In Smith's Manual of Common Law it is suggested that this last is contrary to principle. I may mention that I some time back moved for a new trial in a County Court (the defendant having previously conducted his own case and lost), on the authority of *Jolly* v. *Rees*, and under analogous circumstances, but the Judge declined to rehear the case." Our correspondent is doubtless correct in his conjecture; but so much doubt has been thrown upon *Jolly* v. *Rees* that we should not have thought it could be used to support the doctrine

laid down by the learned County Court Judge. The utmost extent to which *Jolly* v. *Rees* can be carried, as it appears to us, is that a husband may by private prohibition to the wife prevent her from pledging his credit for necessaries in which he is no participator. In that case the necessaries were clothes for the wife and the children. The object of the majority of the court in that case was to give the husband absolute discretion as to his expenditure, and not to leave to juries to estimate what may be suitable to his station. But obviously no such question can arise where the necessaries are the necessaries of life consumed in part by the husband himself. *Jolly* v. *Rees* is doubted on principle by most text writers, and the judgment of Mr. Justice BYLES is inexorable logic, and we repeat that to apply the case as proposed would be an extraordinary extension of the law.

RELEVANCY OF EVIDENCE IN CRIMINAL CASES.

CONSIDERABLE difficulty is frequently found in applying the rule of evidence, which excludes proof of facts collateral to the point in issue. In the recent case of *Reg.* v. *Cotton*, an important question as to the admissibility of certain evidence of this character was raised by the counsel for the prisoner. The facts of this case will be fresh in the minds of our readers. The prisoner was indicted for the murder of a child by poison. It was proved that arsenic was found in the child's stomach, whereupon the prisoner's counsel endeavoured to show that the child might have eaten the arsenic of his own accord, or that, though administered by the prisoner, it was done accidentally. To rebut the presumption that the poisoning was accidental, the counsel for the Crown proposed to give in evidence the death from arsenic of other persons while in the prisoner's charge, or under her control.

This evidence was objected to on the ground of irrelevancy, but was eventually admitted. With a view to facilitate the future application of the rule which excludes proof of collateral facts in similar cases, we think that a consideration of some analogous decisions may be useful. It may be assumed as an axiom that evidence of collateral facts which are incapable of affording any reasonable presumption as to the principal matters in dispute will not be admitted, because it tends needlessly to consume the public time; to draw away the minds of the jurors from the real points in issue; to excite prejudice, and to mislead; while at the same time the adverse party, having had no notice of such evidence, cannot be prepared to rebut it. Though we confine our remarks to criminal proceedings, the same rule prevails in civil causes—the only difference being that probably in the former the exclusion of irrelevant evidence would be more rigidly enforced.

Such being the rule, let us proceed to consider the qualification suggested by it, viz., that where there is a reasonable connection between the principal and evidentiary facts, proof of such facts is admissible. Thus it is laid down in Taylor on Evidence (vol. 1 p. 334, 4th edit.), that when felonies are so connected together as to form part of one transaction, evidence of one may be given to show the character of the other. It might be inferred from this that evidence of collateral facts could not be relevant unless they were contemporaneous with the specific charges under consideration, but though a dictum of Justice Bayley in *Reg.* v. *Ellis* (6 B. & C. 147), would appear to support such a supposition, it is submitted that this is not now the law, and that proof of collateral facts is receivable in certain cases, though not occurring at the same time as the act charged in the indictment.

The first case to which we shall refer is one the facts of which bear a strong resemblance to that of *Reg.* v. *Cotton*. In *Reg.* v. *Geering* (18 L. J. 215, M. C.) the prisoner was indicted for the murder of her husband by arsenic in Sept. 1848. Evidence was tendered on behalf of the prosecution of arsenic having been taken by the prisoner's two sons, one of whom died in December and the other in March subsequently, and also of a third son who took arsenic in the following April, but did not die. Proof was given of a similarity of symptoms in the four cases. Evidence was also tendered that the prisoner lived in the same house with her husband and sons, and that she prepared their meals. This was objected to on the ground that the facts in question took place subsequently to the death of the husband, and that the effect of such evidence would be to show that the three cases of poisoning were felonious. It was conceded that the evidence would have been admissible had the facts taken place previous to the death of the husband.

Pollock, C.B., however, held the evidence receivable, as showing that the death of the sons proceeded from the same cause, viz., arsenic. "The tendency," he says, "of such evidence, is to prove and to confirm the proof already given, that the death of the husband, whether felonious or not, was occasioned by arsenic. In this view of the case I think it wholly immaterial whether the deaths of the sons took place before or after the death of the husband. The domestic history of the family during the period that the four deaths occurred is also receivable in evidence to show that during that time arsenic had been taken by four members of it, with a view to enable the jury to determine whether such taking was accidental or not." Alderson, B., and Talfourd, J. concurred with his Lordship in the opinion that the point ought not to be reserved. The above reasoning seems strongly to favour the view taken above, that collateral facts, though prior or subsequent to the crime for which the prisoner is on his trial, if sufficiently connected with the principal facts, are admissible in evidence.

In the still more recent case of *R.* v. *Garner et ux.* (4 F. & F. 346) the prisoners were charged with murdering, by means of arsenic, the mother of the male prisoner. Willes, J. here admitted evidence that Garner's first wife had been poisoned with arsenic nine months previously; that an attendant who occasionally tasted her food also showed symptoms of having taken poison; that the food was always prepared by the female prisoner, and that the two prisoners, the only other persons in the house, were not affected with any symptoms of poison. This evidence, as in the former case, was tendered and admitted for the purpose of rebutting the inference of an accidental administration of the arsenic. The same learned judge, in *R.* v. *Harris* (4 F. & F. 342) stated the true principle to be that facts should be received in evidence if the jury can fairly draw from them the conclusion that by the act of the prisoner an event similar to that charged in the indictment had previously occurred. The prisoner in that case was indicted for arson, and the evidence of his identity being weak, it was proposed to show that at a fire, which occurred a few days previously to another of the prosecutor's buildings, the prisoner was seen standing by, with a demeanour which showed indifference or gratification. This evidence was rejected, but it will be observed that it was tendered for a purpose different from that for which collateral evidence was admitted in either of the previous cases; it was here sought to eke out doubtful evidence of identity by ambiguous testimony of the prisoner's demeanour on former occasions, or, in other words, to establish by means thereof, the substantive charge, whereas in *R.* v. *Geering*, and *R.* v. *Garner*, the fact of the death being proved, and evidence having in each case been given connecting the prisoner with it, the evidence of other poisonings was admitted merely for the purpose of rebutting the hypothesis of accident.

In the very recent case of *R.* v. *Balls* (24 L. T. Rep. N. S. 760; 40 L. J., 150, M. C.), the prisoner was indicted for embezzling three sums of money from a coal society of which he was an agent. It was his duty to pay into a bank every Tuesday to the credit of the society the gross amount received by him in the course of the week, and he was charged in three separate counts with having embezzled the sums which should have been paid in on three successive Tuesdays. It was proposed to show that the prisoner had, during the three weeks, received thirty-one small sums amounting, in the aggregate, to the sums stated in the indictment. To this it was objected, that it would be admitting evidence of thirty-one different acts of embezzlement on one indictment. The evidence was received and the prisoner convicted. Cockburn, C.J., in giving judgment on a case reserved said, "We think this conviction is right. Where a man has to account separately for each individual sum which he receives, more than three sums or items cannot be put in one indictment, but that is not this case. Even in that case, however, if the purpose is not to prove the acts but to explain the intention and show that the omission to account was not an accident, evidence may be given of other instances than those charged for that purpose."

(To be continued.)

DUTIES PAYABLE BY REASON OF DEATH.

(Continued from page 105.)

THE second case to which we shall refer, viz., *Attorney-General* v. *Cecil* (23 L. T. Rep. N. S. 20), has reference to the Succession Duty Act, the facts as reported being as follows: The Marquis of S. was, under his marriage settlement, tenant for life of certain estates, of which his son, Lord C., was tenant in tail. The Marquis and Lord C. in 1855 barred the entail, and resettled the estates to such uses as they should jointly appoint, and subject thereto to the uses of the old settlement. By two deeds dated in 1857 and 1860, the Marquis and Lord C. appointed certain of the settled estates to a trustee for a term of years upon trust to raise, upon the death of the Marquis, a large sum of money for the defendant. Lord C. died in 1866 a bachelor, and the Marquis died in 1868. The Crown claimed duty at the rate of 3 per cent. from the defendant as upon a succession created by Lord C.; but the defendant contended that under sect. 15 he was liable to pay duty at the rate of 1 per cent. only, which was the same rate of duty as his brother, Lord C., would have paid. The court considered that the defendant's interest was a new succession, of which Lord C. was the settlor, so that the case was excepted from the operation of the 15th section. We are inclined to think that the defendant was not liable to any duty at all. We admit that if by the disentailing deed the reversion in fee had been limited to Lord C., he should be treated as predecessor of all persons who took by reason of his death; but the 12th section of the Act provided that, so far as he was concerned, he was to be treated as if the disentailing deed had not been executed, so that had he survived his father, he would have been liable to pay duty at 1 per cent. upon the value of his succession, or, in other words, his estate tail. The fact of the time for raising the charge having been postponed until the death of the Marquis, was sufficient to make the charge come altogether out of Lord C's estate, and not out of that of the Marquis, and we think that the case fell within the 15th section. The word

"succession" means "any property chargeable with duty under the Act," and it cannot be necessary that the whole of such property should pass under the alienation, for sect. 43 empowers the commissioners "at the request of any successor or any person claiming in his right" to make separate assessments of the duty payable in respect of the interest of the successor in any separate properties, or in defined portions of the same property, and it would not therefore appear necessary that the whole estate or interest therein should pass by the alienation. A grant of a sum to be raised out of a reversionary estate is surely an alienation of so much of that estate as is necessary to meet such sum. If, therefore, a portion of a reversionary estate or a sum to be raised thereout is capable of alienation, we cannot see how a new succession arose in the case before us. There was already a succession, part of which was transferred, and that part was to fall into possession at exactly the same period as it would had no alienation taken place. Where was the new succession? If a simple transfer of a reversion, without consideration, creates a new succession through being a disposition within sect. 2, a similar transfer for valuable consideration would also fall within that section. We take it that the contention of the defendant's counsel that to create a new succession a new life must be introduced, upon the expiration of which some new interest is made expectant, is the true meaning of the clause, and, that being so, the defendant was only liable to contribute his share of the duty upon the whole of the property, or, in other words, Lord C.'s reversion, at the same rate and time as such duty would have been paid upon such property had no alienation taken place. No duty would ever have been payable in respect of such succession, for by the death of Lord C. the term for payment, which is fixed by sect. 21, never arrived, for he was the only "successor," and his life was the only basis upon which the calculation of duty could have been made. If Lord C. had survived the Marquis, duty at 1 per cent. would have been payable upon the basis of his life estate in the whole of the property, and it seems preposterous to say that he should have been so liable, and that the defendant should have been also liable to pay further duty upon the same property by the reason of the happening of the same event, and that Lord C. would unquestionably have been so liable is clear from sections 42 and 44. If Lord C. was not so liable, duty could be easily evaded, as, for instance, he might have limited the whole of the property or the greater portion to the use of his wife.

The third case to which we shall refer, viz., *Forbes* v. *Steven* has reference to the Legacy Duty Acts, the facts as reported being as follows: Sir C. with D. and E. carrying on business as partners under the style of C. and C., in Bombay, purchased the premises in which the business was carried on, and had the conveyance made to the three, their heirs and assigns. The partnership was a yearly one only, and in 1849 the partners were Sir C. and F., their shares being respectively three-fourths and one-fourth. Sir C. by his will gave the residue of his personal property to his grandchildren, and appointed English executors, and also appointed the several partners of the firm of C. and C. who might be living at Bombay at his death, executors of his will for the purpose of realizing his personal estate, including his dwelling-house and premises, and remitting the same to his English executors.

The premises in Bombay having been conveyed by D., who had survived E., to the executors of Sir C., were sold under an order of the Court of Chancery, and the purchase-money was paid into court, and an arrangement was come to for settling its distribution between the representatives of the several partners. The Crown claimed legacy duty upon the whole amount (F. having also died) upon the ground (amongst others) that partnership real estate is considered in the Court of Chancery to be converted into money, and is therefore liable to legacy duty wherever such real estate may be. James, V.C., decided that legacy duty was payable, and basing his decision to a great extent upon the decision of the House of Lords in *Attorney-General* v. *Brunning* (8 H. of L. C. 243), which declared that probate duty was payable upon the purchase-money of some real estate which the testator had contracted to sell in his lifetime. The Vice-Chancellor quoted with approval and adopted the words of Lord Chelmsford that "it certainly seems extraordinary that property which is recoverable by the executor *virtute officii* which belongs to the next of kin and not to the heir at law, and which has the character of personalty thus impressed upon it in every other respect, should lose that character solely in relation to fiscal liabilities. It is difficult to understand upon what principle the conversion into personalty is to stop short of this point," and the Vice-Chancellor added that he was asked "to hold that the House of Lords in *Attorney-General* v. *Brunning*, left this as the singular state of the English law, that whereas a conditional and contingent conversion, effected by means of a contract for sale, enures, when completed, for the benefit of the Crown, as well as for everybody else, an unconditional, immediate, and absolute conversion, effected by means of the contract of partnership, enures for the benefit of everybody else, but not for the benefit of the Crown. I am able to say that no such absurdity is chargeable against that tribunal, or against the English law." The Vice-Chancellor further stated "I have therefore, no doubt, that the produce of the warehouses, being the produce of a partnership asset, of which Sir C.'s estate has in fact obtained the lion's share, because it was purely and simply a partnership asset, is personal estate—*personal estate to all intents and purposes*—and that the residuary legatees, who are entitled to it only because it falls within the gift of 'the residue of his personal estate and property' must take it subject to the legacy duty which the law imposes on residuary legatees. It would take a good deal more than I have yet heard to satisfy me that a man can with the same breath say effectually in this court 'Give me the money because it is residuary personal estate,' and declare that it is not taxable because it is not residuary personal estate."

It appears to us that the conversion effected by means of a binding contract for sale entered into by the testator and afterwards carried out, and the conversion effected by reason of the property belonging to a partnership, are totally different. In the former the testator has by his express act done all in his power to change the property for another of a different character, and at his death the real property does not in fact belong to him, and if, for instance, it be of a reversionary nature, the death of the tenant for life between the date of the contract and the testator's death, will not in any manner affect his estate. It is true the legal estate is still vested in the testator, but that is all; he has, in effect, only a lien upon the real estate to secure the unpaid purchase money. In the latter case, however, the real estate does remain the property of the testator, and his estate will be affected by every fluctuation in its value. The object of equitable conversion as applicable to partnership property is solely to prevent the operation of a legal rule under which the survivors would become entitled to the whole of the property, which rule would clearly have an effect contrary to the intention of the several partners. To carry out this object the Court of Chancery has made a rule that partnership property shall be considered personalty let its nature be what it may. In the present case the law has vested the whole of the partnership realty in D., from whom it was necessary to obtain a conveyance before the court could carry out a sale.

We quite concur, for the reasons we have stated, in the decision of the House of Lords but at that point, for the purpose of fiscal liabilities, the principle of conversion must stop. So far as regards the public at large it matters not whether the real estate be partnership property or not, as it has to contribute to all impositions to which other real estate is subject, and that being so, why should the public be relieved of a portion of taxation, for that is the proper way of looking at the question, because, owing to the particular circumstances of the testator the property goes to his A relative instead of to his B relative. The question of conversion applies no further than to give the partnership real property, sold or unsold, to the persons who are the testator's legatees, instead of to the persons who are his devisees. Whoever takes takes in the first instance at least an interest in realty, with a power of obtaining the legal estate without a legal conversion, and why, therefore, should he pay duty in respect of the property which he gets which in its relation to the general public is realty, when other people who hold exactly the same class of property have not to pay such duty.

It will be noticed that the reasoning of the Vice-Chancellor would have been equally applicable in the case of a claim for probate, but in the present case, however, no claim for probate duty could arise as the property was out of Great Britain at the testator's death.

The Vice-Chancellor referred fully to the cases of *Matson* v. *Swift* (14 L. J., N. S., 354, Eq.); decided by Lord Langdale, and *Custance* v. *Bradshaw* (14 L. J., N. S., 358, Eq.) decided by Wigram, V. C,, and explained away both decisions upon the ground that the circumstances were different, as we admit they were. In both cases was the Crown unsuccessful in its attempts to obtain probate duty. In the former case the testator had by deed conveyed the real estate to a trustee, upon trust for sale, and after payment of certain charges for the testator "his executors, administrators, and assigns, and that without any claim or equity therein, by, or in favour of the heirs as real representatives of the testator, notwithstanding that the trust estate or any part thereof should or might remain unconverted at the time of his death." In the latter case real property used for the purposes of the partnership had been conveyed to the testator and his co-partners as *Tenants in Common*. In the case of *Matson* v. *Swift*, Lord Langdale stated: "In the present case an actual conversion was required, and has accordingly been made since the testator's death, and the produce of the sale has been by this court treated as the personal estate of the deceased. But I am of opinion that the Crown is not entitled to any benefit from that conversion so made, and that the interest of the deceased in the property was not subject to probate duty because, in fact, the interest of the deceased existed in the form of an equitable interest in land of inheritance, and not in the form of personal estate, in which form alone the administration of it could be granted by probate." And he was "of opinion that the money to arise, and which afterwards did arise, from the sale of the estate comprised in the deed, was not personal estate in respect of which probate was to be granted, and therefore probate duty is not payable upon it." In the case of *Custance* v. *Bradshaw*, Wigram, V.C., stated: "The case for the Crown was rested on

this proposition that such property was in equity, though not in fact, personal property for all purposes. *Phillips* v. *Phillips* (1 L. J. N. S. 214, Ch.) was referred to as having carried out that rule and determined that real estate in such circumstances is personal estate for all intents and purposes. A decision against the Crown in this case would not conflict with that decision, or with the other cases upon the same subject, and consequently I am not called upon to express any opinion upon *Phillips* v. *Phillips*. All that is necessarily involved in the cases referred to, including that of *Phillips* v. *Phillips*, may be referred to this, that those whom property directed to be converted, is vested in or bequeathed to, are trustees for the owners of the personal estate, and the rule is fully satisfied by that interpretation." Again: "Those who claim under him are bound to take the property with the character which the testator has impressed upon it, but that does not alter the real nature of the property at the time of his death:" (*Bourne* v. *Bourne*, 11 L. J., N. S., 416, Ch.). Again: "The right to discharge the property from the trusts for sale on the part of the testator, or those who claim under him, is part of the original equity which, in the first instance, treats the real estate directed to be converted as personal estate." And the Vice-Chancellor concluded: "The argument, which at the moment had some effect on my mind, was that the interest of a deceased partner in the estate is an interest in the balance to be recovered in respect of the partnership accounts, but that, in my opinion, makes no difference. That is true as between the partners themselves, but it does not alter the nature of the property. The state of the accounts may render a sale unnecessary, and so may the acts of the parties themselves, so that no difference is made by that view of the case."

In the case of *Darby* v. *Darby* (25 L. J., N. S., 371, Ch.) two brothers had purchased land for the purpose of selling it again in lots, and the purchase money was paid out of moneys standing to their joint credit with their bankers, and the land was conveyed to them as tenants in common. After selling some parts of the land one of the brothers died, and Kindersley, V.C., held that the share of the deceased brother in the real estate "ought, *as between the real and personal representatives*, to be regarded as personalty." It is therefore fair to assume that the Vice-Chancellor did not consider such real estate should be considered personalty *except* as between the real and personal representatives.

We shall later on have occasion to refer to two or three other cases in Chancery in which a direction for sale has been held not to be a conversion out and out—or, in other words, for all purposes; and if there be but one state of affairs under which a direction would be held not to be a conversion, it seems to us but reasonable to hold that so far as regards taxation such out and out conversion should not be relied upon.

(To be continued.)

THE LIABILITIES OF SOLICITORS FOR IMPROPER SUITS.

In making some comments last week upon the judgment of the Court of Appeal in Chancery in the case of *Beall* v. *Smith*, we expressed our reluctance to commit ourselves to any opinion upon the merits, the matter being still *sub judice*—that is to say, there being the remedy of an appeal to the House of Lords. On reconsideration, however, we conceive that the question involved is one so intimately affecting the fortunes and characters of solicitors, that the facts of the case ought to be clearly understood, and if Messrs. Merriman, Powell, and Co. have been guilty of any misfeasance, that professional opinion should plainly express itself to that effect; but, on the contrary, if they have been made responsible for an error in law and in judgment to which the Court of Chancery was a party, they should be fully exonerated, and receive the sympathy of their professional brethren.

The facts of the case are very few and very simple. Beall was a warehouseman carrying on business in the City. In Nov. 1870, he first became a client of Messrs. Merriman and Co., he having previously, it would seem, been a client of a Mr. Heather. Messrs. Merriman received Beall as a client, but declined to undertake some complicated matters on which Mr. Heather was then engaged. Differences existing in Beall's family, his wife consulted Mr. Heather, whilst he himself was advised by Messrs. Merriman. To the credit of the solicitors for husband and wife, they appear to have made every effort to bring about a reconciliation, and this we mention at the outset, because Messrs. Merriman have been accused of *mala fides*. It is obvious that had such reconciliation been brought about, no stranger would have been introduced into the subsequent proceedings, and the suggestion that the solicitors wished to act independently of the family loses its weight.

The first step in connection with the lunacy of Beall was taken in the Greenwich Police Court. Messrs. Merriman appeared for him there, and urged the magistrate not to send him to a lunatic asylum; but on a medical report as to his mental condition, the magistrate made the order. According to the affidavit of Mr. Merriman, Mr. Heather agreed with him that it was undesirable to commence proceedings to have Beall declared a lunatic. The next step in the matter was taken by the family, who applied to Mr. Smith, Beall's manager, for an account of receipts and payments and the stock on the premises. Smith (according to Mr. Merriman's affidavit) consulted Mr. Alfred Turner (of the firm of Messrs. Sole, Turner and Turner), who, in consequence called upon Messrs. Merriman. We here arrive at a point when Messrs. Merriman are entitled to give their own version of the proceedings to prove their *bona fides*.

"At such interview," Mr. Merriman says in his affidavit, "he (Mr. Turner) stated that the defendant who was the plaintiff's confidential manager and agent had called upon him for advice as to how he should act and the said Mr. Turner explained the embarrassing position in which his client was placed and that he felt himself unable or unauthorised to carry on the business during Mr. Beall's absence if that was likely to be of other than a temporary nature because to carry on the business would involve the making of large purchases of goods the negotiation of consignments of other goods on commission and the entering into of engagements involving responsibilities which the plaintiff himself had always been accustomed to do and which the defendant had never interfered in. It also appeared that there was great danger of heavy loss arising to the plaintiff's estate through goods which were held on commission not being disposed of nor returned to the consignors and there were a number of debts and claims for payment of which pressing applications were being made and in respect of which hostile proceedings were likely to be taken had they not been prevented the loss and damage would have been incalculable for an execution or distress must not only have been levied upon the plaintiff's own property but also upon goods which were held on commission as aforesaid. There were also salaries wages rent and incidental expenses which it was desirable to curtail and stop. That I was not able to give Mr. Turner an assurrance that Mr. Beall would speedily recover although I informed him of my belief that a few months of seclusion and curative treatment would I thought restore his mental health. Mr. Turner said he could not let the matter remain open so indefinitely as the position was one of much anxiety to his client who desired to be relieved from the embarrassment and responsibilities of his position and that I as Mr. Beall's solicitor must do something because Mr. Heather representing some of the members of Mr. Beall's family had given the defendant notice that he would not recognise any of his transactions and that he (the defendant) would be held responsible for all the property in the business which was of very considerable value. That I discussed with Mr. Turner the expediency and desirability of closing Mr. Beall's warehouse and winding-up the business and depositing the proceeds upon security pending his recovery or being found a lunatic and the appointment of a committee of his estate but to this Mr. Turner pointed out that such a course would certainly be beyond his client's power and authority as Mr. Beall's manager and agent and that as Mr. Beall believed he had started a lucrative business the defendant might in the event of the plaintiff recovering (as I hoped he would recover) be liable to have proceedings taken against him for destroying the business. That I saw Mr. Turner on two or three occasions after this and we addressed ourselves to the difficulties of the case and I was greatly assisted by his experience and counsel as he had himself acted for Mr. Beall and like myself I believe he felt as he professed to do great sympathy for Mr. Beall's unfortunate position and a desire to aid and assist in doing the best that could be done for his interests and ultimately at Mr. Turner's suggestion we both agreed to take counsel's opinion in the interests of our respective clients with the view of arriving at the best mode of protecting the estate of Mr. Beall who was then in confinement legally incompetent to act for himself and at the same time to secure to Mr. Turner's client (the defendant) what he required namely a proper discharge and indemnity."

Messrs. Merriman thereupon filed a short bill, Beall (by his next friend) being the plaintiff, and Smith the defendant, the sixth paragraph of which alleged that "under the circumstances above stated, great difficulties have arisen with regard to the plaintiff's said business, and great loss will be sustained by the plaintiff if steps are not immediately taken to protect the plaintiff's property by means of the intervention of this hon. court, and in particular to wind-up or otherwise deal with the said business and the affairs thereof."

The next step was the appointment of a receiver—Mr. W. J. White, an accountant. He proceeded to realize the property, and by his affidavit he states that Mr. Heather, the family solicitor, approved of his proceedings. He says:

I have on several occasions during the proceedings in this suit communicated with Mr. Heather and consulted with him respecting the same, and particularly on the occasion of the said sale I caused a circular to be sent to him announcing the said sale, and Mr. Heather's son and partner attended the said sale by tender, and soon after such sale I saw Mr. Heather personally, and informed him of the result thereof, when he expressed his full approval of the sale and his great satisfaction at the result thereof, and throughout the proceedings in the suit Mr. Heather always expressed his satisfaction at my appointment as receiver and manager, and of my conduct in the matter.

And he adds that from his practical experience he could say that he believed the proceedings in the cause saved the plaintiff's estate from great waste and loss.

There appears to be some conflict of testimony as to what the proceedings were in the chambers of the Vice-Chancellor on the appointment of the receiver, but the Lord Justice accepted Mr. Heather's statement that, after objecting that the suit was unnecessary, he agreed to the appointment, but stipulated that no proceedings should be taken without notice being given to him. Vice-Chancellor Wickens in his judgment declared that he did not find this established. That the family thought they had a promise to this effect the Vice-Chancellor thought reasonably clear; and also that they ought to have had notice of everything done in the suit, both as a matter of courtesy and as a matter of right; "but," his Honour added, "as a matter of fact, I believe that Messrs. Merriman and Powell did not consider any such promise to have been made." In continuation of his judgment, his Honour said, "However, of the next step the family had notice. On the 14th December, 1871, it was proposed to sell the stock-in-trade. The chief clerk, as I gather, thought that this was beyond the functions of a receiver before decree, and probably suggested an immediate hearing, for the purpose of getting over that difficulty. The cause was therefore heard without notice to the family; but I am inclined to believe on the assumption of the petitioner's solicitors that when the family assented to the sale they assented also to the chief clerk's view upon this point." About the necessity for the decree, the Vice-Chancellor entertained doubt. The Lords Justices had no doubt: they concluded that it was altogether unjustifiable to spend a principal's money in giving relief and a release to his agent.

Up to this point, judging impartially of the facts, and remarking that

although the Lords Justices were clear that nothing should have been done by the solicitors of the next friend for the purpose of obtaining a decree, the Vice-Chancellor was not clear that the decree was needless, Messrs. Merriman had proceeded in the ordinary way, with the consent of the Chief Clerk, and the Vice-Chancellor exonerated them from even the alleged breach of faith with the family in not communicating each step in the proceedings.

We now come to the lunacy petition. On the 17th Feb. 1872, while the suit was in progress, the usual petition for an inquiry was presented in lunacy. Messrs. Merriman had notice, and appeared for the lunatic, demanding a jury, and on the order for further consideration of the suit, obtained an order for the payment of their costs in the lunacy. On the 28th March 1872, Beall was found lunatic. From that time, in the opinion of Vice-Chancellor Wickens, the next friend and his solicitors ought to have considered their self-elected committeeship at an end. This they did not do, but they proceeded to pass the receiver's and Smith's accounts, and after the cause had been set down for further consideration, proceeded to partially distribute the funds without notice to the person having the conduct of the lunacy proceedings, or to the family.

Now with respect to the proceedings in lunacy, Mr. Merriman states in his affidavit:—

Immediately upon being served with the petition in this matter, I attended at the Chambers of the Master in Lunacy, and there saw Mr. Elmer, who represented the master on the occasion when I requested information as to the alleged sanction, desire, and requirements of the master, referred to in the 41st paragraph of the said petition, and particularly inquired what evidence or statement had been given by which the said petition was authorised to be presented, but I was refused any information whatever upon the subject, and although I stated to the said Mr. Elmer that I was a respondent to the said petition, and produced to him the copy petition which had been served upon me, he informed me that I had no right to the information I asked for, and I could not ascertain whether any authority had been granted or sanction given for the presentation of the said petition.

And when the order in lunacy was made, counsel's opinion was taken as to the effect which it would have upon the Chancery proceedings. The managing clerk of Messrs. Merriman in his affidavit says:—

The chief clerk having expressed a doubt as to the effect which the order in lunacy would have upon the suit, counsel's opinion was taken upon the matter, and he advised that the order did not affect the conduct of the suit, and that the same should be proceeded with in the ordinary course. This opinion of counsel was laid before the chief clerk, and he agreed that it was necessary to continue the suit until a committee was appointed, and accordingly the suit was proceeded with in the ordinary course.

He also states that the fact that a son of the lunatic had been appointed his Committee was not communicated to him by Mr. Heather or anyone else.

It was imputed by Lord Justice James to Messrs. Merriman that they were running a race with the lunacy proceedings. This is easily said, and if Messrs. Merriman had been fully advised as to all the circumstances of the institution of the proceedings in lunacy and their probable operation upon the proceedings in Chancery, the imputation might be justified. But we think it is perfectly clear that the solicitors were imperfectly informed and most unfortunately advised. Most unfortunately, also, the Court did not set them right, and itself became a party to the miscarriage.

Lastly, we arrive at the question of costs; and the Lord Justice having expressed his opinion that the solicitors were carrying on the suit for their own purposes, the question of the costs should be narrowly looked into. By order of the court in chambers, the costs of the plaintiff, as between solicitor and client, were directed to be taxed, including in the plaintiff's costs any costs properly incurred by and incident to the inquisition in lunacy. The receiver was directed to pay these sums out of the money in his hands. Those costs included amongst others the following items: 246*l.* to the accountant for investigating the books; the plaintiff's costs 207*l.*; the defendant's costs 57*l.*; and the receiver's poundage 144*l.* The Lords Justices made an order disallowing the amount paid to the receiver, and the plaintiff's and defendant's costs after the appointment of the receiver. This strikes us as a hard measure and rough justice. We have searched through all the papers very carefully and with the sincere desire to trace out any reliable evidence of a want of *bona fides*, and all that we can put our finger upon is the means by which an order for the taxation of the costs was obtained. Costs were included which the court were of opinion should not have been included; but the Vice-Chancellor considered that the representation upon which such order was obtained, if wrong, was not intentionally so. He remarked, however, "Independently of the peculiar circumstances of this case, it is I think the fundamental and necessary rule that a person who *ex parte* as this substantially was, and behind the backs of the persons entitled to object, gets from the court an order for payment of a fund which was wrong, and which he was bound to know to be wrong, although his intention may not have been otherwise than venial, cannot be warranted, on the ground of his success, to claim a right to retain what he so got. As a general rule, he must pay it back, and he must pay the costs occasioned by its having been done."

We quite agree that any costs which the solicitors brought within the order of the court, to which they were not strictly entitled, they were bound to repay, and with costs; but taking a full review of what the Vice-Chancellor well describes as the "peculiar circumstances" of this case, is there any pretence for saying that the solicitors acted otherwise than *bonâ fide?* They proceeded in the suit with the sanction of the Chief Clerk, and under the advice of counsel. They also acted under the special direction of the court in distributing the fund and paying the costs. From beginning to end we fail to discover either *suppressio veri* or *suggestio falsi*; and whilst the decree of the Lords Justices may be legally sound, we must consider the measure meted out to Messrs. Merriman exceedingly harsh, and we must retain the opinion which we expressed last week, that it is calculated to excite some alarm in the Profession.

LAW LIBRARY.

The Life of Lloyd, First Lord Kenyon, Lord Chief Justice of England. By the Hon. George T. Kenyon, M.A. London: Longmans and Co.

Memoir of Thomas, first Lord Denman, formerly Lord Chief Justice of England. By Sir Joseph Arnould, late Judge of the High Court of Bombay. London: Longmans and Co.

We regret that we have nothing very favourable to say of either of these works. The first probably would not have been compiled had not Lord Campbell taken so much pains to pass a severe judgment upon the character of its subject; whilst the second, expanded into two somewhat bulky volumes, might most advantageously have been compressed into one of moderate dimensions.

There were certainly events in the life of Lord Denman which justified the publication of a volume, and his character was high and noble, and such an one as it is desirable to keep before the eyes of aspiring lawyers. But we cannot help thinking that a great mistake is committed when as much care is bestowed upon the little and the domestic phases of the life of an eminent person as upon the great features of his career. The author of Lord Denman's memoir has not, however, limited himself to the minute details of the everyday life of his hero, but has indulged his readers with much weak oratory and third-rate literary productions. More than this, we are favoured in the appendix with some corporate addresses to the learned judge of the Common Pleas, Mr. Justice Denman, on travelling the circuit upon which his father won his fame. Sir Joseph Arnould has doubtless considered it incumbent upon him as a biographer to tell all he knew. A literary hack would have omitted the bulk of the mild speeches and homely letters which are set out in the pages before us, and would thus have toned down some of the Lord Chief Justice's foibles.

According to the present biographer, Lord Denman began life as a model baby, shone as a pupil of Mrs. Barbauld's, and, although he did nothing brilliant at either Eton or Cambridge, the fact is so treated as to leave room for the exercise of a lively imagination. His seven years at Eton are a blank in the biography, although we are told the relatives with whom he stayed during the vacations; and it is freely confessed that at Cambridge the mathematics were too much for him. He was a good scholar, however, notwithstanding, but, as scholars frequently do, he made, on one occasion at least, a most unhappy use of his classical attainments. His speech on the trial of Queen Caroline, not only was ill-judged in its peroration, but contained classical allusions which so much offended the King that Denman with great difficulty recovered the favour necessary to ordinary advancement in his profession.

It will be perceived from what we have said that we do not regard Lord Denman as one of our greatest judges. His legal knowledge was not profound, and he had not the brilliant qualities which we call genius, and which supports a judge's reputation in the absence of that knowledge. But he was an eminently hardworking, highminded and conscientious judge—one of a class of judges who probably do the most substantial service to the country; upright, dignified, sufficiently learned, and courageous. Lord Denman lived in stirring times, when courage was an essential qualification for persons seeking to occupy honourably high public positions.

It would be a waste of time and space to refer to Lord Denman's career up to the time that he became Solicitor-General to Queen Caroline—it was the career of a very successful advocate. He had plenty of business at sessions and on circuit, and full details of his successes are set out in his letters to his wife which are largely resorted to by his biographer. His intercourse with Brougham is interesting, but we think this portion of the biography considerably marred by dwelling upon the wretched picture of misery presented by the life of the Queen during and subsequent to her trial. It was certainly not in any way necessary to the due realization of the character and qualities of Lord Denman. All the autobiographical passages on this subject would have been judiciously omitted.

The law is principally indebted to Lord Denman in his character as a law reformer, and he himself considered this to be his great claim upon the gratitude of his country, one of the results of his labours being by his own direction recorded upon his tomb. He was among the first to draw attention to the flagrant abuses of the Court of Chancery, fostered as they were by the carelessness or indolence of Lord Eldon; and the amendment of our law of evidence which was the work of a statute bearing his name is perhaps one of the best monuments which could be erected to his memory. Everyone admits the value of the reforms which he inaugurated; we know why they were carried, and it is rather late in the day to reproduce a magazine article which expounded his views previous to the carrying of the necessary measures. But although a more enterprising biographer could have done much to improve this part of the subject it is, as it stands, of considerable interest.

Owing to the offence given to the King, as already mentioned, Denman had much difficulty in obtaining his position as King's Counsel. "King's Counsel at Last" is the heading of the 16th

chapter, a chapter which, occupying several pages, might have been compressed into twenty lines. Here we have extracts from speeches at city dinners, autobiographical records of the most ordinary description respecting interviews with the Duke of Wellington and the progress of his intercession with the King; and then a series of letters of congratulation from all sorts of known and unknown people. And when we come to Lord Denman as Lord Chief Justice the glory of the event is obscured by the intrusion of incidents absolutely childish. His first "judicial circuit" seems to have excited not only veneration and esteem, but comments in the provincial press on his personal appearance. A lady unwisely preserved some of the comments, which unfortunately fell into the hands of Sir Joseph Arnould. To justify the discontent which pervades this review we will here cite one specimen of the letters with which these volumes are filled. Lord Denman writes from Lincoln to Lady Denman:—"I have been completely confined to the court all the week, till after post time yesterday; but everything was then cleared away except one case of murder. All things have gone off very well: the attendance of magistrates and grand jurors very large. We had more than forty guests at dinner, including the Lord Lieutenant (Lord Brownlow) and Lord Winchelsea, whom, to my surprise, I found to be a very agreeable man. Sir Charles [Lady Denman's maternal uncle] attended in excellent health and spirits, and with good reports of all at home and abroad. We have a brilliant day, and hope for a delightful ride to Newark. We enter Nottingham exactly at noon to-morrow." And we ought to say that more than three pages are occupied with an extract from an article in the *Morning Herald* published at the time of Lord Denman's appointment.

We most distinctly say that we strongly object to this process of bookmaking, which must inevitably produce the impression that there was not enough important material to make a respectable biography. This, however, is not the fact. Lord Denman was actively engaged in questions of great legal and constitutional importance, and in writing his memoir a good opportunity was afforded of skilfully placing these questions before the reader. But, whilst Sir Joseph Arnould carefully details every domestic incident and circuit joke, he shirks the difficult part of his subject. At p. 46 of his second volume, he says, referring to the question of privilege raised in *Stockdale* v. *Hansard*:—"No attempt will here be made to weigh the authorities adduced on either side in this ably and exhaustively debated question. Those specially interested in legal and constitutional studies will find ready access to the authentic materials of enquiry in the published Reports of Parliament and of the Court of Queen's Bench"—thus adroitly evading a task requiring some knowledge and the exercise of some ability. In the next sentence the biographer remarks that his work is intended for the general reader rather than for "special students of constitutional law." This is the key to the whole work. Lord Denman has been made the peg upon which to hang a mass of minute and trifling detail interesting to the general reader. As a consequence his reputation is made to suffer, his littlenesses are carefully described, and his greatness magnified by newspaper flattery so as to become almost ridiculous.

We need here only remind our readers of some of the important matters in which Lord Denman was engaged—the Nottingham Insurrection, the Queen's Trial, *Stockdale* v. *Hansard*, the questions arising out of the Suppression of the Slave Trade, the important and interesting question relating to the marriage laws arising out of the prosecution of *Reg.* v. *Mills; O'Connell's* case, and *Dr. Hampden's* case. We do not say that these matters do not find a place in the work of Sir Joseph Arnould, but they are padded in a way which detracts from their intrinsic merit and importance. To take only one example—Lord Denman's judgment in the *O'Connell* case. Who cares two straws what some hack writers in the *Morning Post* and *Morning Chronicle* thought on the subject? Yet in the middle of the second volume—a great part of the first being occupied with rapturous description of Denman's voice and appearance—the *Post* is quoted to this effect: "The dignified impressiveness of his Lordship's manner, and the graceful earnestness of his elocution, are such that they not only engage the attention, but almost win the assent of any feeling auditory, even before the subject matter is fully compassed by the understanding." This in itself is nonsense, and to perpetuate the flattery of the hour in a memoir intended, we presume, to be historical, seems to us to be simply absurd.

We have indicated the rock upon which our author has split. He has endeavoured to make his memoir "popular"—and popular we can quite believe it will be. Many people will enjoy looking beneath the ermine, "going with George to Cambridge"—who is never mentioned without a footnote, to the effect that "this is the Hon. Mr. Justice Denman"—following the interest of the Chief Justice in affairs at Eton, even to the circumstance of the wife of Provost Hodgson being in the garden within a fortnight of her confinement, and so on. Sir Joseph evidently has thought little of what the legal profession may think of the work. For Lord Denman's sake we should have been glad could the Profession have welcomed it as a worthy tribute to his memory as one of its ornaments. In every respect it falls short of this. We fear Sir Joseph Arnould has done the same unkind office to Lord Denman that Holliday did to Lord Mansfield.

"The Life of Lord Kenyon" has been published with the declared object of meeting and resenting the unfriendly comments of Lord Campbell. In his preface our author says: "I do not think that posterity will ratify Lord Campbell's condemnation of Lord Kenyon's character, but I have felt it a duty which, as one of his descendants, I owe to his memory, to give to the world all the facts in the possession of his family, which may enable the public to form an impartial opinion as to his merits." With lawyers Lord Kenyon's character required no vindication. We are most of us suspicious of "John Campbell," and the law which Lord Kenyon gives us is received with respect, and is quoted as high authority. In this work, as in that noticed above, there are many records of trifles, but the work is of interest, and may prove attractive to those anxious to understand the politico-legal history of the time in which Lord Kenyon lived.

Manual of Lunacy. A Handbook relating to the Legal Ca and Treatment of the Insane. By LITTLETON S. WINSLOW, M. . and M.L., &c. London: SMITH, ELDER, and Co.

THIS book has evidently been compiled with the greatest possible care, under the affectionate supervision of the author's father, Dr. Forbes Winslow. The statutory regulations as to finding pers s lunatics, the jurisdiction of the Court of Chancery over lun s and their property, the provisions as to asylums, and the treatment of lunatics, are set out in lucid order, and with sufficient fullness to form a reliable guide. The undoubted increase of insanity in the country, unhappily, gives increased importance to this subject, and solicitors, as we have recently seen by very costly experience, require to exercise great caution in acting with reference to the estates of lunatics. Whilst we heartily commend the general scheme of Mr. Winslow's book, we think he has gone too far in attempting to give an epitome of our jurisprudence, and he has not turned the space he has devoted to it to the best advantage. A handbook of the medical jurisprudence of insanity might possibly be of some use, but to devote a part only of a handbook to it made it requisite that it should be strictly technical. Mr. Winslow, however, has gone in for giving literary embellishments to his work, and in this respect we think he erred. The value of his handbook is not necessarily thereby diminished, and as the statutes and forms are given *in extenso*, we anticipate that it will become the *vade mecum* of practitioners in lunacy.

Introduction to Roman Law. By JAMES HADLEY, LL.D., late Professor of Greek Literature in Yale College. London: Sampson Low, Son, and Marston.

The Roman Law of Persons. By W. H. RATTIGAN, M.A., Ph. D. London: Wildy and Son.

PROFESSOR HADLEY'S twelve Academical Lectures, which have been published as an Introduction to Roman Law, in our opinion, furnish a most attractive treatise on a difficult subject. We have read the work with great pleasure. Whilst singularly accurate in all its details, the author has so simplified the matter as to make the first insight into the study clear and satisfactory. Pedantry is studiously avoided. We notice in the first lecture a very happy description of the Digest. "It is," says Professor Hadley, "as if one should make a compend of English law, by selecting the most judicious and accurate statements from treatises like those of Blackstone and Kent, and the most pithy, pointed, luminous utterances from the decisions of Judges like Mansfield, Scott, Marshall, and Story, and placing them together in an arrangement which, if not altogether scientific, should be at least practically convenient, natural, and easily comprehended." The Professor's lectures abound in cultivated criticism and learned comparison, and we cordially commend the volume to the attention of beginners in the study of Roman law.

Mr. Rattigan has furnished to the student a dry and technically accurate treatise *de jure personarum*. He makes no claim to originality. "All I claim to have done is to have carefully studied the works of the old civilians; to have compared their views with those of the modern continental jurists, and to have honestly examined for myself the original writings of the Roman jurisconsults, and from all these sources to have compiled an unpretentious volume which might assist the student in the better understanding of the *jus personarum* of the Romans." We have looked carefully through Mr. Rattigan's labours, and we think that he has carried out his design most faithfully. All his propositions are supported by authority, and he appends an excellent index.

Messrs. STEVENS and HAYNES send us a *Manual of the Laws and Courts of the United States, and of the several States and Territories*, with a directory of reliable practising lawyers, edited by Mr. HORACE ANDREWS, of the New York Bar. The work, we are told in the preface, is designed for lawyers and business men. The object appears to be to give a plain statement of the law, practice, and procedure of the courts, without the citation of authority, so as to be a guide to nonprofessional persons. It must prove a most useful epitome, for it contains a great amount of varied information.

SOLICITORS' JOURNAL.

IN our last issue we directed attention to the inconvenience arising from there being only one commissioner extraordinary in Middlesex (exclusive of the city) for taking affidavits or special bail to be used in the Court of Chancery or superior Courts of Common Law in Ireland. We now propose to call attention briefly to the rules and orders issued pursuant to the 13 Vict., cap. 18, under which Act such commissions are issued. They require that applications for such commissions shall be by motion to the court from which a commission is sought, grounded upon affidavit and numerous certificates, certified copies of which have to be left with the clerk of the court. If an application is entertained, the primary order on the motion is that the matter stand over, in the meantime a copy of such order with a reference to the document on which it has been grounded has to be delivered, within a specified time, to every commissioner for the like purposes in the same town as the applicant, and within ten miles thereof. The attorney of the applicant must attend the court in person as well on the application for the primary order as upon every subsequent application, to answer questions, &c. After the primary order has been made, notice thereof and of the day on which the final order is to be moved for, is notified by the clerk of the rolls on each day in full term, until the matter is disposed of. Before the final order is moved for an affidavit of the due service of the primary order must be made and filed. From the above our readers will learn not only that in order to obtain the above appointment there is much formality, but especially that there is much expense, so much indeed that while the present rules and orders are in force there is little chance of our enjoying greater facilities than at present exist for swearing affidavits in London in connection with business in the Irish courts.

IN our issue of the 29th ultimo, we called attention to the necessity for bringing the practical experience of solicitors to bear on the framing of the new rules to be used in working the Judicature Act, and which are now being framed by three members of the Bar. In conformity with a previously indicated intention, we now subjoin the names of solicitors who we think most qualified, by reason of the variety of work in which they are engaged, to undertake the suggested supervision: The President of the Incorporated Law Society and the Presidents of the thirty-five other Law Societies; Messrs. Baxter, Rose, Norton, and Co.; Gregory, Rowcliffe, and Co.; Ashurst, Morris, and Co.; Bircham, Dalrymple, Drake, and Co.; Fearon, Clabon, and Fearon; Messrs. Ford and Lloyd; Cookson, Wainwright, and Co.; Thomas and Hollams; Lewis, Munns, and Co.; Linklaters, Hackwood, and Co.; Field, Roscoe, and Co.; Longbourne and Longbourne; Farrer, Ouvry, and Co.; Jevons and Ryley, Liverpool; Mr. Marshall, Leeds; Mr. Ryland, Birmingham; Mr. Saunders, Birmingham; Mr. Broomhead, Sheffield; Messrs. Ford, Exeter; Mr. W. L. Harle, Newcastle-upon-Tyne; Messrs. Ford, Portsmouth; Field and Co., Norwich; Messrs. Darlington, Bradford; Maddock and Sharp, Chester; Parsons and Bright, Nottingham; and Mr. J. M. Davenport, Oxford. Copies of the draft rules should be sent to each, and they should be empowered to appoint a committee to finally settle them on behalf of solicitors as a body.

ALTHOUGH little or no pressure has been brought to bear upon the Council of the Incorporated Law Society, with a view to the reduction of the annual certificate duty, and although, therefore, they have not perhaps been called upon to convey to the Profession their opinion upon this subject, yet it may be interesting to our readers to learn the view of the council upon it. We gather from a statement in the columns of our contemporary, the *Irish Law Times*, that early in the present year the Council of the Society of the Attorneys and Solicitors of Ireland addressed through their secretary a letter upon this subject to the Council of the English society, requesting to know whether they thought that any and what steps could be taken, with reasonable prospects of success, to obtain the reduction of this duty, and the reply received was to the effect that the Council were of opinion that it was not desirable to take any steps, the more so as they had had an interview with Lord Chancellor Selborne on the subject of solicitors' remuneration, and had been assured that a measure would be introduced into Parliament by the Government (which our readers are aware was in due course so introduced) for the purpose of facilitating the transfer of land, and that, should the same become law, it would, of course, be most desirable that some corresponding change should be made in the mode in which solicitors were to be remunerated, and that they, therefore, considered that it would not be wise to attempt any agitation for the reduction of the certificate duty, pending the consideration of the more important matter to which they referred. Here, then, we have the opinion of the Council in Chancery-lane upon this certainly not unimportant subject. The members of the Profession know very well the fate of the Land Title and Transfer Bill of last session, and we gather that because of the introduction of that measure to the Houses of Parliament the Council of the English Society was of opinion that agitation for the reduction of the certificate duty should not be attempted. We are almost tempted to ask where is there a record of their ever having attempted any agitation, but, remembering the rebuke of our correspondent at Leeds, we will leave it unasked. But, moreover, the Council did not advise agitation on the question, because if the Land Transfer Bill became law, it would "be most desirable that some corresponding change should be made in the mode in which solicitors were to be remunerated" — in other words, even if a necessity for the reduction of the annual certificate duty existed, yet no action should be taken, because something else might become desirable on the happening of a certain event. We must confess it is difficult to follow this reasoning, because, supposing the measure for facilitating the transfer of land had become law, and supposing the desirability for corresponding change in remuneration had thereupon arisen, yet that desirability might have remained unaccomplished for session after session of Parliament. If the Council of the Incorporated Law Society are of opinion that the annual certificate duty should be reduced, we can only say we cannot find sufficient reason in their contention to justify a delay in that agitation, without which it seems they think no reduction can be accomplished; and in this we certainly entirely agree with them. Upon receipt of the communication from the English Society, "Your Council," says the report of the Irish Society, "immediately forwarded a copy of it to the Provincial Law Societies at Belfast, Cork, and Waterford, and it seemed to be considered expedient to go forward in the matter without having the assistance and co-operation of the Profession in England, for which, under the circumstances stated, your council could not hope." Here is another illustration of the unanimity of feeling existing among the Profession in Ireland, and determination to promote the interests of solicitors in the face of all opposition or supineness.

WE are asked by a firm of London solicitors to give publicity to a system of touting which is perhaps worse than any other to which of late we have had occasion to call attention. The solicitors in question having been consulted by a poor client in reference to a will proved at Doctors' Commons, they recommended him, with a view of saving expense, to go there himself, and make the necessary search, in order to ascertain the contents of the will. Having given their client the necessary directions, and he having proceeded to the Probate Office, that occurred to him which occurs almost daily to others. The man meets what he takes to be an authorised messenger, wearing a white apron, who gets into conversation with him, and having ascertained his business and other necessary particulars, takes him into Doctors' Commons, and afterwards to an "agent" of some kind, who, without the least occasion, obtains an office copy of the will; and in the end the unfortunate man, only wishing to ascertain the nature of certain provisions in the will, receives a bill of £4 odd, which he is obliged to pay, and this for work which the solicitors would have undertaken at less cost, probably. No one can attend at Doctors' Commons without seeing these touts in numbers, three or four at the least, whose costume certainly suggests that they are in some way officially connected with Doctors' Commons, and we are quite satisfied, from other information within our knowledge, make a very good living by inducing the unwary to give orders, and take steps the nature of which is not explained to, or understood by them. These men have a regular system of inquiring of all those who appear to be in search of information, as to the nature of their business.

WE understand that the Railway Commissioners have appointed the 6th proximo on which further to proceed in the matter of the *Corporation of Dover* v. *South Eastern Railway and London, Chatham, and Dover Railway Companies.*

THE Council of the Incorporated Law Society have fixed the amount of the subscription of members of the society for the year ending 31st Dec. 1874, at the same sums, both in the case of town and country certificates, as have been paid for several years past.

WE understand that the preliminary negotiations with a view to the amalgamation of the Metropolitan and Provincial Law Association with the Incorporated Law Society are still proceeding, and we shall hope to be able early in the ensuing year to congratulate the Profession on the accomplishment of this desirable object, which must tend largely to bring about the proper organisation of the Profession. It must not be forgotten that to realise the objects of those who are working for this union, sacrifices will have to be made by individual and hard-working members of the less important society: the members of the committee of which will have a fair claim to any vacancies that may occur on the Council.

A SUFFICIENT time has now elapsed since the publication and issue of the scale of charges by the Council of the Incorporated Law Society to enable us to ascertain the feelings and opinion of the Profession generally upon it, and in this we are aided in no small degree by the, we may say, exhaustive correspondence which has for a long time past appeared in our columns and in those of other journals. The opinion seems to be that while "The Scale" is well adapted to cases in which the money transactions are large, yet that it does not offer to solicitors a sufficient remuneration in small cases. A correspondent in our last issue suggested as a remedy for this, that in addition to the commission, special fees should be allowed for particular work, somewhat on the principle of the scale for probate, &c. The investigation of titles involving as they do so much responsibility for solicitors, we hope to hear that the council are further deliberating upon the matter, and we have no doubt that any representation of the Profession to them as well through the medium of our columns as direct, will receive due attention and consideration.

A LETTER from law stationers, in Chancery-lane, of known respectability appeared in our last issue, occasioned, we think fairly, by our complaint of the sale of spurious notices and forms of all kinds by many law stationers in Chancery-lane. No professional, or indeed non-professional, man can travel the lane without noticing the extensive display of these documents of all kinds—leases, or agreements for same, wills, bills of sale, agreements between landlord and tenant, and fifty other forms which should, and can only with safety, be prepared by members of the Profession. We feel that our reference to this subject must not pass, even for the present, without our saying that in our opinion there are few law stationers known to us who do not, or have not, trenched on the work of the Profession, not, it may be, to an extent rendering them liable to penalties, but to an extent adverse to the interests of the Profession. We refer more particularly to work which London law stationers undertake for country solicitors, which, however, very many country practitioners feel can only be safely and properly intrusted to London agents.

THE letter of a London solicitor, which we print in another column, and which would have appeared in our last issue but for pressure on our space, is one which London practitioners will do well to consider, with a view to the adoption of similar tactics in relation to the hundred and one other needless obstacles which arise daily in connection with the work done by solicitors with the officials in most of the public offices. The thanks of the Profession are certainly due to Mr. Mason for his persistence in remedying his undoubted grievance, which work he properly completes by addressing himself to the legal press upon the subject. Our readers will notice how completely the observations in our issue of the 13th instant on the subject of the antiquated and obstructive requirements which obtain in the Paymaster-General's office are confirmed by Mr. Mason's letter. The consideration of this gentleman's letter reminds us of the petty objections which are constantly raised in connection with business in Doctors' Commons. The clerks of the seats, with some few exceptions, seem to delight in returning the papers whenever there is a shadow of excuse for doing so, and in this way the completion of matters is often delayed for weeks, and London solicitors are often driven to their wits' ends to furnish to their country clients the reason and necessity for returning the papers, so difficult is it to gather the purpose of the questions raised by these officials. We hope solicitors will follow our correspondent's good

example, and bring all frivolous objections raised in any of the public offices before the chiefs of departments, who will, we hope and believe, for their own credit, and the public good, deal with such matters as the Lord-Chancellor does not seem to have hesitated to do in the case complained of by Mr. Mason.

WHETHER the decision of the Judge of the Brighton County Court in *Smith* v. *Angove* (reported in our last issue, p. 128) is well founded or not, it is certain that the lesson, to be learnt by solicitors from the circumstances and decision in that case is, that, once a writ of *fi. fa.* is in the hands of the sheriff or his agents, it is not safe for the plaintiff's attorney to issue any instructions to the officer—hardly indeed to express an opinion, unless accompanied with a reservation (which might always be made by letter, thereby saving all question as between the attorney and the sheriff's officer) that the attorney is not to be prejudiced by any act of his, which otherwise might be construed into a liability between them. When the writ is handed to the sheriff, sheriff's officers well know, or are to be taken as knowing, that there is no pretence for alleging any privity of contract between them and the attorney issuing the process, and very strong grounds ought to be shown for fixing the attorney with such a liability. The intention to accept such should be shown by evidence of a weightier kind than would be considered sufficient in ordinary cases of alleged contract.

NOTES OF NEW DECISIONS.

DAMAGES TO SEA-WALL BY VESSEL.—The owners of a vessel, which the crew have left owing to stress of weather, are answerable, under sect. 74 of the Harbours, Docks, and Piers Clauses Act (10 & 11 Vict. c. 27) for damage done to a sea wall, after the crew have left her: (*The River Wear Commissioners* v. *Adamson and others*, 29 L. T. Rep. N. S. 530. Q. B.).

WILL — MISDESCRIPTION OF EXECUTOR — EXTRINSIC EVIDENCE — PROBATE. — Testator nominated as one of his joint executors "Georgina Geraldine de Bellin." At the time of the making of the will there was no person corresponding to that description. The court admitted extrinsic evidence to explain the ambiguity, and being satisfied by it that he intended to nominate his granddaughter, Adelaide Geraldine, it granted probate to her: (*In the Goods of O'Reilly*, 29 L. T. Rep. N. S. 546. Prob.)

ARTICLED CLERK—EMPLOYMENT AS VESTRY CLERK—23 & 24 VICT. c. 127, s. 10.—An articled clerk cannot perform any office or employment whatever during the terms of service under 23 & 24 Vict, c. 127, s. 10, even when such employment is in no way inconsistent with and in no respect interferes with the service under his articles, and where the services are performed at night or by deputy. An articled clerk held the office of vestry clerk, the duties of which he discharged either in the evenings or by deputy. Held that he had violated the provisions of the statute: (*Ex parte Greville*, 29 L. T. Rep. N. S. 542. C. P.).

MATRIMONIAL SUIT—SERVICE OF CITATION—FILING IN THE REGISTRY—RULE 14—PRACTICE.—The citation was personally served on the respondent by petitioner's attorney, but the clerk who was directed to file it with certificate of service in the registry misappropriated the fee and lost the citation. Under the circumstances, the court ordered a duplicate to be filed in the registry: (*Chilcot* v. *Chilcot and Smith*, 29 L. T. Rep. N. S. 548. Div.)

ACTION FOR SEDUCTION—INTERROGATORIES—INTERROGATORIES AS TO THE DEFENDANT'S MEANS.—In an action for seduction, the plaintiff may interrogate the defendant as to whether he had not had connection with the plaintiff's daughter, whether he had not been informed by her that she was pregnant by him, whether he was not the father of her child, whether he had not offered to maintain the child, and whether he had not stated, in the presence of other persons, that he had no reason to believe she had had connection with any other man. Interrogatories as to the defendant's means are not allowable in an action for seduction: (*Hodsoll* v. *Taylor*, 29 L. T. Rep. N. S. 534 Q. B.)

LEGITIMACY DECLARATION—PETITIONER OUT OF JURISDICTION—DECLARATION OF NULLITY OF MARRIAGE.—At the hearing of a petition for a declaration of legitimacy it turned out that the petitioner was not within the jurisdiction. The petitioner's legitimacy depended on the invalidity of his mother's first marriage, but although all the parties interested in it had been cited, and though one of the paragraphs in the petition prayed that it might be declared invalid, the court refused on a petition for declaration of legitimacy to pronounce a decree of nullity of marriage: (*Johnstone* v. *Johnstone, The Attorney-General and Hawkins*, 29 L. T. Rep., N.S., 547. Div.)

V.C. MALINS' COURT.

Saturday, Dec. 20.

DORIN v. DORIN.

Will—Construction—Illegitimate children.

IN this administration suit a question of some interest and peculiarity arose under the following circumstances:—The testator, by his will, after bequeathing all his real and personal property to his wife in trust for her own use during her life, proceeds as follows:—"And I leave her at liberty to direct the disposal of the property among our children by will at her death in such manner as she shall think fit, and should she make no will I desire that the property existing at her death shall be divided, so far as it may be practicable to do so, equally between my children by her." The testator, who was possessed of freehold and leasehold property in London and elsewhere, and other property, of the value of about £23,000, was twice married. By his first marriage he had two children, both of whom died in his lifetime. One of these children died intestate and without issue, but the other left issue an only child. By his second wife, whom he married shortly before the date of his will, he had two children, both of whom were born before the marriage. The question then arose whether, under these circumstances, the two children born before the marriage could take under the words of the will, The case was argued on the 4th inst., and the Vice-Chancellor delivered judgment this morning.

Cotton, Q.C., and *Kekewich* appeared for the plaintiff; *Glasse*, Q.C., and *Vaughan Hawkins* for the illegitimate children; *Pearson*, Q.C., and *F. C. J. Millar* for the grandson of the testator.

The VICE-CHANCELLOR said: It is clearly proved in the cause that the testator always acknowledged the two children born before his marriage as his children; he had them, in fact, baptised as such. Having, then, only these two children, the younger of whom had been born in 1861, and having married their mother the day before, he made his will in these terms. (His Honour here read the will.) Under these circumstances, what did the testator mean by the expression "our children" and "my children by her." It cannot for a moment be doubted that he must have intended the two illegitimate children he already had by the plaintiff. The intention, then, being clear, it is the duty of the court to carry that intention, which, as Sir Thomas Plumer said, is the Polar Star of construction, into effect, if it can do so without infringing any principle or settled rule of law. It was argued that since the testator had, by marrying the mother of these children, put himself in the position of possibly having legitimate children by her, his will must necessarily be construed as having such children only in contemplation; but such a construction would, in my opinion, be a violation of his language, which, to my mind, plainly points to existing and not to future children, though such children might well be included in the gift; and considering the number of years the connection with the plaintiff had continued, and that no child had been born for nearly four years, it is most improbable that he had future children in contemplation, and all but impossible that he had such children exclusively in view. The law is clearly settled that existing illegitimate children may take under the description of children whenever it can be ascertained that it is intended that they should do so. The great leading authority on this subject is *Wilkinson* v. *Adams* (1 V. & B. 422), which is the one principally referred to in the argument on both sides. His Honour then stated the facts of that case, and also referred to *Beachcroft* v. *Beachcroft* (1 Madd. 430), *Lepine* v. *Bean* (10 Eq. 160), *Crook* v. *Hill* (L. Rep. 6 Ch. App. 311), and the same case before the House of Lords (42 L. J. 702), and also mentioned a recent decision of his own in *Re Brown* (16 Eq. 239), and continued, These authorities clearly established that illegitimate children may take under the description of the children of a particular person when they have acquired the reputation or character of being so and the court is satisfied of the intention of the testator that they should take. Both these requisites are, in my opinion, completely fulfilled in the present case, and I am therefore of opinion that the illegitimate children of the testator by the plaintiff answers the description of "our children" and "my children by her"—that is, the plaintiff, his wife. But it was contended by Mr. Pearson that the effect of giving the property to the two children would be to exclude the legitimate children of the testator's marriage with the plaintiff, but that would not have been so, for there is no rule which prevents illegitimate and legal children taking together as a class where it is intended that they should do so. In this case the words of the will are sufficient to include the future children and they might therefore have taken if there had been any. In *Owen* v. *Bryant* (2 De G. M. & G.), Lord Cranworth says: "I regret the notion of there being a rule that illegitimate children cannot, under any circumstances, participate with legitimate children in the benefit of a gift or a bequest to children generally." And in *Hill* v. *Crook* (42 L. J. 712), Lord Chelmsford says: "I know of no objection in law to a gift to children with a clear intention that it shall apply to existing illegitimate children being so applied, although afterborn illegitimate children must be excluded and the gift be extended to future legitimate children." I consider, therefore, that I am warranted by authority, as I think I am clearly by principle, in saying, as I do, that the future children of the testator and the plaintiff, if there had been any, would have been included in this gift. There must, therefore, be a declaration that the two infant illegitimate children are the objects of the power of appointment given to the plaintiff, and that they take as the children of the said testator by her, in default of her exercising the power. A contrary construction would leave these children, who are clearly shown to have been the primary object of the testator's affection, destitute, and would also have the effect of making him intestate as to the corpus of his estate, which it is quite clear he did not intend to be. The costs of all parties would be out of the estate.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

ALEXANDER (Henry), San Francisco, California, gentleman, £100 Reduced Three per Cent. Annuities. Claimant, said Henry Alexander.

CLARKE (Katherine), Chargrove, Cheltenham, spinster, £29 6s. 6d. New Three per Cent. Annuities. Claimant, said Katherine Clarke.

COLLEDGE (Thos. Richardson), M.D., Cheltenham, one payment on the sum of £15, Red Sea and India Telegraph Annuity. Claimant, said Thos. R. Colledge.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

BIRD (Wm. H.), 8, Elizabeth-place, North Brixton, Surrey, builder. Jan. 1; J. R. Church, solicitor, 9, Bedford-row, Middlesex. Jan. 8; V.C. H., at three o'clock.

BOLTON (Thomas J.), Grove Park, Kingsbury, and of Gough-street, Clerkenwell, Middlesex. Jan. 12; J. A. Edwards, solicitor, 8, Old Jewry, London. Jan. 21; V.C. M., at twelve o'clock.

CLARKE (Jos.), Ramsey, Essex, farmer. Jan. 1; H. S. Goody, solicitor, North-hill, Colchester. Jan. 15; M. R., at eleven o'clock.

COX (John), Portsea, Southampton, widower, brewer, maltster, and innkeeper. Jan. 24; Chas. Cole, solicitor, Portsea. Feb. 4; V.C. M., at twelve o'clock.

FISCHER (Peter Jos.), White Swan, Upper Norwood, Surrey, innkeeper. Jan. 1; Geo. Crafter, solicitor, 81, Blackfriars-road, Surrey. Jan. 12; V.C. H. at one o'clock.

FRENCH (Rt. Hon. Fitz-Stephen), formerly of Lough Esitt, Roscommon, Ireland, late of 65, Warwick-square, Pimlico, Middlesex, M.P. Jan. 31; R. Petch, solicitor, 8, John-street, Bedford-row, London. Feb. 6; V.C. M. at twelve o'clock.

GOODRICH (Ermingarde), 10, Royal-crescent, Brighton, Sussex, widow. Dec. 31; Joseph Burgin, solicitor, 8, John-street, Bedford-row, London. Jan. 19; V.C. M., at twelve o'clock.

HUBBARD (Elizabeth), 40, Sackville-street, Piccadilly, Middlesex, spinster. Jan. 13; Allen and Son, solicitors, 7, Carlisle-street, Soho-square, Middlesex. Jan. 27; V.C. H., at twelve o'clock.

MARSH (John R.), Alvaston Grange, near Derby, Esq. Jan. 31; Chas. Fen, solicitor, 2, Henrietta street, Covent-garden, Middlesex. Jan. 28; V.C. B., at twelve o'clock.

MOISER (Frederick), 6, James'-terrace, near York, land surveyor and valuer. Jan. 1; A. Watson, solicitor, York. Jan. 22; M. R., at half-past eleven o'clock.

MUTER (Robert), formerly of Great Winchester-street, London, merchant, but late residing at the Isle of Man. Jan. 9; M. M. Johnson, solicitor, 20, Austin Friars, London. Jan. 16; V.C.M., at twelve o'clock.

NIXON (Chas.), 6, Liston-road, Clapham, Surrey, civil engineer. Jan. 30; Radcliffe and Co., solicitors, 20, Craven-street, Strand, Middlesex. Jan. 27; V.C.H., at twelve o'clock.

PATTERSON (Robert), Wimbledon, Surrey, brewer, Jan. 31; Francis Robinson, solicitor, 36, Jermyn-street, St. James's, London. Feb. 7; V.C. H., at twelve o'clock.

POORE (John C. M.), 9, Bloomfield-road, Maida-hill, Middlesex, Esq. Jan. 19; Geo. T. Woodroffe, solicitor, 1, New-square, Lincoln's-inn, Middlesex. Feb. 2; M.R., at eleven o'clock.

PRICE (Jas.), 23, Great Queen-street, Lincoln's Inn-fields, Middlesex, draper. Jan. 6; Robert Taylor, solicitor, 15, Furnival's Inn, Holborn, Middlesex, Jan. 26, V.C. H., at one o'clock.

ROBINSON (Margaret), Priory-street, Micklegate, York, widow. Dec. 31; George M. Watson, solicitor, Stockton-upon-Tees, Jan. 8; M. R., at eleven o'clock.

ROSE (Wm.), 1, Howick-place, Westminster, Middlesex, barrister-at-law. Dec. 31; J. Brewer, solicitor, 6, Victoria-street, Westminster, Middlesex. Jan. 19; M. R., at half-past eleven o'clock.

SMITH (Jas. G.), 29, Fenchurch-street, London, gentleman. Jan. 31; J. R. Adams, solicitor, 15, Old Jewry, London. Feb. 7; V.C. H., at twelve o'clock.

WHITING (Wm.), Stourcliffe-street, Upper George-street, Bryanston-square, Middlesex, job master's foreman. Jan. 20; H. Phillips, solicitor, 3, King William-street, Strand, Middlesex. Feb. 2; V.C. M., at twelve o'clock.

WHITTAKER (Robert), Oldham, cotton spinner. Jan. 12; Jas. F. Tweedale, solicitor, Oldham. Jan. 21; M. R., at twelve o'clock.

WYATT (Capt. Henry B.), R.N., Ryde, Isle of Wight. Jan. 14; H. S. Redpath, solicitor, 23, Bush-lane, Cannon-street, London, Jan. 28, M. R., at half-past eleven o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

BOULNOIS (John), 20, Sloane-street, Chelsea, Middlesex, upholsterer. Jan. 13; O. Richards, solicitor, 16, Warwick-street, Regent-street, Middlesex.

BOX (Wm.), Woodland Mount, Cumberworth Half, Emley, and Nortonthorpe Mills, near Huddersfield, York, fancy cloth manufacturer. Feb. 1; Heap, Fenton, and Owen, solicitors, Station-street, Huddersfield.

BRANNAN (Jas.), 23, Radnor-street, St. Lukes, Middlesex, agent to the Inspector of Prisons and Reformatories. Feb. 10; Joel M. Barnard, solicitor 19, White Lion-street, Norton Folgate, Middlesex.

Brown (Henry), Toxteth-park, and of Liverpool, ale and porter merchant. Feb. 10; L. Houghton, solicitor, 32, Lord-street, Liverpool.

Cart (Elijah), Woodbridge Suffolk, dairyman. Jan. 20; W. W. Welton, solicitor, Woodbridge.

Docwra (Wm.), Stanford Rivers, Essex, farmer. Jan. 16; J. S. Pope, solicitor, Trinity-street, Colchester.

Gardner (Jas.), 271, Oxford-street, Middlesex, naturalist. May 2; J. Gorden, solicitor, 29, South Molton-street, Oxford-street, Middlesex.

Goatley (John), St. John's Villa, Brixton-road, Surrey, gentleman. Feb. 1; Withall and Compton, solicitors, 19, Great George-street, Westminster, Middlesex.

Green (David B.), Brockham-court, Reigate, Surrey, gentleman. Jan. 1; Jas. S. Eastes, corn merchant, Ashford, Kent.

Hart (John), 167, Hoxton-street, Hoxton, Middlesex, baker. Dec. 31; H. F. Wood, solicitor, 63, St. Paul's-churchyard, London, E.C.

Haslam (Charles), Friday-street, Henley-on-Thames, Oxford, ironfounder, &c., agricultural implement maker. Jan. 14; E. T. Barrett, 8, Finsbury-circus, London.

Hopkinson (Ellen), Western Bank, Ashover, Derby, widow. March 2; R. T. Gratton, solicitor, 5, Knifesmith-gate, Chesterfield.

Horton (John), otherwise Morgan (William), late a gunner in the 7th Battery 23rd Brigade of H. M.'s Royal Artillery. May 2; F. W. Seaman, solicitor, Wednesbury.

Lines (Wm.), late of 56, Clissold-road, formerly known as 27, Park-road, St. Mary, Stoke Newington, Middlesex, gentleman. Jan. 10; R. and W. B. Smith, solicitors, 7, New-square, Lincoln's-inn, Middlesex.

Makin (Joseph), Monks Eleigh, Suffolk, farmer. Jan. 6; Robinson, Safford, and Grimwade, solicitors, Hadleigh, Suffolk.

Marques (Elizabeth C.), Twyford, near Reading, widow. Jan. 28; J. C. Wootton, 2, Finsbury-circus, London.

Mera (Charlotte C.), 9, Royal-crescent, Cheltenham, spinster. Jan. 20; Ticehurst and Sons, solicitors, Essex-place, Cheltenham.

Mercer (Rev. Wm.), Sheffield. Jan. 29; Burdekin and Co., solicitors, Norfolk-street, Sheffield.

Moore (John), Pit-villa, St. John's-road, Carisbrook, Isle of Wight, gentleman. Feb. 1; J. A. Moore, Pit-villa, St. John's-road, Newport, Isle of Wight.

Property Protection Society.—Jan. 31; Paul J. Bishop, Esq., 12, Clement's-inn, Strand, Middlesex.

Rowbottom (Wm.), late of 1, Elizabeth-mews, England-lane, Haverstock-hill, and formerly of 21 and 4, Westmoreland-street, Marylebone, Middlesex, coachman. Jan. 22; S. J. Robinson, solicitor, 53, Gresham House, Old Broad-street, London.

Smiter (Elvina), otherwise known as Mrs. Bedoschi), 5, Duncan-terrace, Islington, Middlesex. Feb. 13; Davies and Williams, solicitors, Abchurch House, Sherborne-lane, London.

Steele (John), formerly of Week-green, Froxfield, afterwards of Langstone, but late of Emsworth, all in the county of Southampton, Esq. Feb. 16; Rivington and Son, solicitors, 1, Fenchurch-buildings, London, E.C.

Tomlinson (Wm.), 194, Essex-road, Islington, Middlesex, draper. Jan. 14; Phelps and Sidgwick, solicitors, 3, Gresham-street, London.

Torriano (Chas. J.), late a Lieut. in the 2nd Native Veteran Battalion in the Hon. East India Company's Service. April 4; Hensman and Nicholson, solicitors, 25, College-hill, London, E.C.

Tupper (Martin de Havilland), 13, Church-street, Stoke Newington, Middlesex, gentleman. Jan. 25; Wm. Blewitt, solicitor, 27, New Broad-street, London, E.C.

Waller (John and Jemima), 103, Whitechapel-road, Middlesex, licensed victualler. Jan. 15; Tanqueray, Willaume, and Hanbury, solicitors, 34, New Broad-street, London.

COMPANY LAW

NOTES OF NEW DECISIONS.

Winding-up—Void Amalgamation—Repayment of Money paid for void Shares—Interest.—A. was the holder of twenty-five shares in the L. bank, which in 1864 entered into an agreement for amalgamation with the H. bank, under which it was agreed that shares in the H. bank should be allotted at £6 premium to such shareholders of the I. bank as elected to accept them. A. did so elect, and had allotted to him twenty-five shares in the H. bank, in respect of which he was credited with £125 for his old shares, and he paid £150 in cash. Subsequently the amalgamation was attempted to be set aside as *ultra vires*, and the suit was compromised, but previously to that A.'s shares had been duly forfeited for non-payment of calls. Both banks were wound-up, and the liquidators of the H. bank brought an action against A. to recover payment of the calls, which resulted in a decision in A.'s favour. On a summons taken out by A. against the liquidators of the H. bank to enforce repayment to him of the above two sums, with interest. Held (affirming the decision of Lord Justice James, sitting for Wickens, V.C.), that the judgment in the action was conclusive, and that A. was entitled to be repaid the £150, with interest at £5 per cent. from the date of the summons, but that his claim to the £125 could not be sustained: (*Alison's case*, 29 L. T. Rep. N. S. 524, L. JJ.)

MAGISTRATES' LAW.

NOTES OF NEW DECISIONS.

Evidence — Certified Birth—Registered Copy.—An instrument purporting to be a copy of an entry in the Register Book of Births, and to be signed by the officer in whose custody the Register Book is stated therein to be, is admissible in evidence on its mere production under the 14 & 15 Vict. c. 99, s. 14: (*Reg. v. Weaver*, 29 L. T. Rep. N. S. 544. C. Cas. R.)

Mines Regulation—Owner not responsible for negligence of Servants.—The 23 & 24 Vict. c. 151, s. 10, and rule 3, provides that whenever safety lamps are required to be used in collieries or coal mines they shall be first examined and securely locked by a person or persons duly authorised for that purpose. The 22nd section provides that for neglect of the rules and general regulations the owner or agent shall be liable to a penalty of £20. Held, that the owner of a coal mine is not liable to a penalty for the negligence of his servant in omitting to look the lamps under the above sections. When the words of a statute are equally applicable to penal or to civil consequences, the court will construe the statute in favour of the latter: (*Dickenson v. Fletcher*, 29 L. T. Rep. N. S. 540. C. P.)

Public Health Act—Highway or no Highway—Notice to dispute—How far Apportionment conclusive.—Where the expenses incurred by a local board in sewering, levelling, &c., a street have been apportioned under sect. 69 of the 11 & 12 Vict. c. 63, amongst the owners or occupiers of the premises fronting, adjoining, &c., an owner who has not given a written notice of his intention to dispute the same within three months, as required by sect. 63 of 21 & 22 Vict. c. 98, may, notwithstanding this, dispute his liability to pay, on the ground that the street is a highway. Sect. 63 of 21 & 22 Vict. c. 98 makes the apportionment after three months binding and conclusive only as to the various amounts settled by it, but not the question of highway or no highway: (*Hesketh v. The Local Board of Atherton*, 29 L. T. Rep. N. S. 530. Q.B.)

Larceny—Indictment—Corpus Delicti.—Prosecutor bought a horse, and was entitled to the return of 10s., chap money, out of the purchase money. Prosecutor afterwards, on the same day, met the seller, the prisoner, and others, and asked the seller for the 10s., but he said he had no change, and offered the prosecutor a sovereign, who could not change it. The prosecutor asked whether any one present could give change. The prisoner said he could, but would not give it to the seller of the horse, but would give it to the prosecutor, and produced two half-sovereigns. The prosecutor then offered a sovereign with one hand to the prisoner, and held out the other hand for the change. The prisoner took the sovereign and put one half-sovereign only in the prosecutor's hand, and slipped the other into the hand of the seller, who refused to give it to the prosecutor, and ran off with it. Held, that the indictment rightly charged the prisoner with stealing a sovereign: (*Reg. v. Twist*, 29 L. T. Rep. N.S. 546. C. Cas. R.)

THE MASTERS AND SERVANTS ACT.

At the Guildhall Police Court on Wednesday in last week, Mr. Holmes Keall, a chemist and druggist, of Maida-vale, was summoned by Mr. James Crisp, of No. 4, Cheapside, chemist and druggist, his former employer, for breach of contract, under the Masters and Servants Act.

Poland appeared for the complainant.

H. N. Christmas for the defendant.—Mr. Keall had been an assistant to Mr. Crisp for about two years on the usual terms of a month's notice, his salary being £60 per annum with board and lodging. On the 9th Sept. the defendant asked leave to go out for a short time, and received permission from Mr. Crisp to do so. It appeared that his object in going out was to purchase a business at Maida-vale, which he succeeded in doing. When he returned he told Mr. Crisp what he had done, and asked to be allowed to leave forthwith. Mr. Crisp refused to allow him to do so, but said he would let him go as soon as he could get another assistant in his place. The defendant told him that he could not stay, as he had to take possession of the business the next night; but he offered to give up one month's salary to terminate the engagement in lieu of a month's notice. Mr. Crisp declined that offer, and threatened proceedings against him if he left without the month's notice. He did leave without that notice, and twice afterwards applied for the salary due to him from the 30th June to the 9th September, less £5 for one month's notice. The money was not paid, and on the 29th November Mr. Keall took out a summons in the county court against Mr. Crisp for the amount, and on the 10th December Mr. Crisp obtained this summons against the defendant. The county court summons would not be heard until the 22nd instant. Mr. Crisp deposed that the custom was a month's notice on either side, unless mutually arranged to waive all such rights; and Mr. Keall stated that either party could terminate the engagement at a moment's notice on giving the other side a month's wages.

Christmas took a legal objection to the summons under the third section of the Act, which said, "Nothing in this Act shall apply to any contract of service other than a contract within the meaning of the enactments described in the first schedule to this Act;" and there was nothing in that schedule which mentioned chemists' assistants. They did not come under the head of artificer or labourer, but were in the position of clerks to whom this Act did not apply.

Poland contended that although a skilled man, in the shop he was only an ordinary shopman, and as such he contended that the Act did apply to him under the head "servant," although that term did not apply to domestic servants and clerks.

Sir Thomas White said he had given the greatest consideration to the case in consequence of its importance, and he had come to the conclusion that there was no doubt the defendant did not come within the Masters and Servants Act, and he must therefore dismiss the summons; at the same time he had no doubt that the defendant had acted very improperly to his master.

Poland said he would ask that the judgment of the court might be respited for a week to give him time to consult his client as to whether he would ask for a case for the superior court, so as to obtain a definition as to who really was a servant under the Masters and Servants Act.

Sir Thomas White said it was a most important question, and he would give every facility for taking the opinion of a superior court. He would, therefore, adjourn the case for a week, and if the plaintiff decided not have a case stated the summons would be dismissed.

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Bath	Monday, Jan. 5	T. W. Saunders, Esq.	14 days	J. Taylor.
Bedford	Monday, Jan. 5	J. T. Abdy, Esq., LL.D.	14 days	M. Whyley.
Berwick-on-Tweed	Friday, Jan. 2	W. T. Greenhow, Esq.	5 days	S. Sanderson.
Birmingham	Monday, Dec. 29	A. R. Adams, Esq., Q.C.		T. R. T. Hodgson.
Bolton	Tuesday, Jan. 6	S. Pope, Esq., Q.C.	10 days	J. Gordon.
Bridgnorth	Friday, Dec. 26	W. Cope, Esq.	14 days	W. D. Batte.
Bridgwater	Tuesday, Jan. 6	P. H. Edlin, Esq., Q.C.	14 days	J. Trevor.
Brighton	Wednesday, Jan. 7	J. Locke, Esq. Q.C., M.P.	2 days	E. Evershed.
Canterbury	Wednesday, Jan. 8	G. Francis, Esq.	Statutory	H. T. Sankey.
Carmarthen	Monday, Jan. 5	B. T. Williams, Esq.	10 days	J. H. Barker.
Chester	Friday, Jan. 2	H. Lloyd, Esq.	14 days	J. Walker.
Chichester	Tuesday, Jan. 6	J. J. Johnson, Esq., Q.C.	10 days	E. Titchener.
Colchester	Thursday, Jan. 1	F. A. Philbrick, Esq.	8 days	J. S. Barnes.
Dartmouth	Wednesday, Dec. 31	A. W. Beetham, Esq.	10 days	W. Smith.
Deal	Friday, Jan. 2	R. J. Biron, Esq.	2 days	E. Drew.
Derby	Tuesday, Jan. 6	G. Boden, Esq., Q.C.		J. Gadsby.
Devonport	Thursday, Jan. 8	H. T. Cole, Esq., Q.C.	10 days	G. H. E. Rundle.
Doncaster	Friday, Jan. 2	E. J. Meynell, Esq.	10 days	E. Nicholson.
Dover	Monday, Dec. 29	Sir W. H. Bodkin, Knt.	2 days	G. W. Ledger.
Faversham	Monday, Jan. 5	G. E. Dering, Esq.		F. F. Giraud.
Gloucester	Tuesday, Jan. 13	C. S. Whitmore, Esq., Q.C	7 days	F. W. Jones.
Great Yarmouth	Monday, Jan. 5	Simms Reeve, Esq.	10 days	I. Preston, jun.
Hastings	Friday, Jan. 16	R. H. Hurst, Esq., M.P.	14 days	G. Meadows.
Hythe	Saturday, Jan. 3	R. J. Biron, Esq.	8 days	W. S. Smith.
King's Lynn	Thursday, Jan. 15	D. Brown, Esq., Q.C.		T. G. Archer.
Kingston-on-Hull	Thursday, Jan. 8	S. Warren, Esq., Q.C.	Statutory	R. Champney.
Leeds	Thursday, Jan. 1	J. B. Maule, Esq., Q.C.	10 days	C. Bulmer.
Leicester	Monday, Jan. 5	C. G. Merewether, Esq.	8 days	R. Toller.
Liverpool	Thursday, Jan. 8	J. B. Aspinall, Esq., Q.C.	Statutory	P. Wright.
Margate	Wednesday, Dec. 31	F. J. Smith, Esq.		H. T. Sankey.
New Windsor	Monday, Jan. 12	A. M. Skinner, Esq., Q.C.	10 days	H. Darvill.
Northampton	Friday, Jan. 9	J. H. Brewer, Esq.	10 days	C. Hughes.
Portsmouth	Friday, Jan. 9	Mr. Serjeant Cox	10 days	J. Howard.
Rochester	Friday, Jan. 2	F. Barrow, Esq.	8 days	W. W. Hayward.
Sandwich	Thursday, Jan. 1	R. J. Biron, Esq.		T. L. Surrage.
Scarborough	Monday, Jan. 2	A. W. Simpson, Esq.	10 days	J. J. P. Moody.
Shrewsbury	Monday, Jan. 5	W. F. F. Boughey, Esq.	14 days	E. Clarke.
Southampton	Monday, Jan. 12	T. Gunner, Esq.	14 days	E. Coxwell.
Tewkesbury	Friday, Jan. 2	J. Fallon, Esq.	Statutory	F. J. Brown.
Walsall	Wednesday, Dec. 31	W. J. Neale, Esq.	10 days	S. Wilkinson.
Wenlock	Saturday, Jan. 3	T. S. Pritchard, Esq.	14 days	E. B. Potts.
Worcester	Thursday, Jan. 8	F. T. Streeten, Esq.	10 days	R. T. Rea.

REAL PROPERTY AND CONVEYANCING.

LAND TRANSFER.

In a paper read on the 18th inst. before the Statistical Society of Dublin, Professor Donnell says: "If existing machinery can be adopted, and with slight modification, to the purposes of land transfer, one of the practical difficulties in the way of the introduction of a new system, viz., the expense, will be obviated. We have seen how important is an accurate survey as the basis of any improved system of registration, and how Lord Romilly's scheme of 1850 never got into working order because it necessitated the preparation of special maps by the Ordnance Survey at a considerable expense. The registration commissioners of 1857 say that a uniform map furnishes "the best means of identifying the property, and the clearest mode of indexing correctly the registered title to it." Well, in the General Valuation Office, we have a map ready prepared, and with references to the rate books, which would equally suit our system of local land transfer. This map is annually revised in accordance with the changes of occupation and ownership which have taken place since the last revision. The poor rate collector is bound under penalty to make out and deliver to the clerk of the union before the 15th Nov. in each year, a list of all tenements and rateable hereditaments in his district requiring revision. Any ratepayer may hand in a similar list. The reviser of valuation, an official of the valuation office, furnished with these lists by the clerk of the union, proceeds to the spot, and marks upon the maps the changes caused by alteration of farm boundaries, consequent upon consolidation or subdivision of holdings. Changes in the names of occupiers and lessors are also recorded. We shall best describe the nature of this work in the words of J. Ball Greene, Esq., the commissioner of valuation, in his evidence before the O'Connor Don's committee on the Tenement Valuation of Ireland:—'Every tenement in Ireland, from the largest farm to the most minute, is laid down on our map [the Ordnance Map] and corrected annually. Then we have a schedule corresponding with the map of owners and occupiers, the area, value of the land, and the value of the buildings. The boundaries of every tenement are laid down and numbered to correspond with the terrier. As soon as a map gets worn out we give it to the draughtsman to make another map. The old map is kept among the records to show the changes. Every change of boundary is compared by one of our officers on the ground with the map. Every new fence that forms a farm boundary is accurately measured on the map. We give tracings, copies, and certificates of valuation to any person requiring them at the actual expense:' (QQ. 508-523).

"How accurately this work is done, and how satisfactory it is, appears from some other observations of Mr. Greene before the same committee:—'If there is a dispute between landlord and tenant, one of them will write to say that the quantity is wrong, and that he cannot make it out, and will ask us to send a tracing and a copy of the valuation. We send it, and it generally settles the question:' (Q. 526).

"This revision has been in operation since the first issue of the tenement valuation in each county or city. The first county completed was Carlow, in 1853, and the last, Armagh, in 1865. The cost of this revision was, at first, paid by each county by presentment until 1860, since then the government have undertaken payment of one-half of the cost. Objections have, however, been taken on behalf of the Treasury, to this payment, as, except for income-tax rating, the revision is a matter of local, not of imperial, concern.

"Additional work would require to be done by the reviser in making tracings of maps for the purpose of the registry; and as the revision is, except for assessment of income tax, of purely local concern, the cost of the revision would fairly be payable out of local rates; and thus the Treasury would be relieved of a payment to which, even at present, the objections are, to a large extent, well founded.

"On more general grounds, the proposal to make the union the centre of local administration falls in with a growing tendency of the times. To the proper functions of the union officials—the administration of the law—have been added those of sanitation, and the preparation of lists of voters and jurors. The latter work, discharged by the clerk of the union and the rate collectors, necessarily involves a knowledge of the ownership and the owners of lands in the union; and the employment of these officials, in connexion with the land registry, would consequently form a decided check upon fraudulent transfers.

"Who should be the local registrar? This must depend on the nature of the registry, and the duties which the officer would have to discharge. If those duties are at all of a judicial or semi-judicial character, obviously a trained lawyer would be required, and we should have to create not only a new office but a new official. But if the duties are purely ministerial, as I think they can be made, then the clerk of the union, as a resident official of great intelligence, already employed in those analogous duties to which I have referred, is marked out as the proper person to have charge of the local registry. The duties would not be very serious, for some time at least, as the plan of registry I propose is voluntary. The waste of great machinery on first efforts is of all things to be deprecated. Humble instrumentality befits small beginnings. If the scheme succeeds, larger results will bring with them improved instruments; if it fails, little has been lost, and we can begin again on a more elaborate plan."

COUNTY COURTS.

AYLESBURY COUNTY COURT.

Wednesday, Dec. 18.

(Before J. Whigham, Esq., Judge.)

Adams *v.* London and North Western Railway Company.

Railway unpunctuality—Unreasonable delay—Negligence—Firebox of engine choked.

In this case Mr. W. Adams, farmer and cattle dealer, of Bushey Leys, Ellesborough, sued the London and North Western Railway Company, for £15, damages sustained by him by reason of the company having neglected to convey him from Aylesbury to Luton, on the 20th Oct. last, in accordance with the contract entered into by them with the plaintiff, in consequence of the train from Aylesbury to Luton having been delayed beyond a reasonable time, whereby the plaintiff was prevented from attending to his business, and sustained great damage and inconvenience.

Clarke, of Wycombe, appeared for the plaintiff.
Templar, of this circuit, for the defendants.

The case was as follows: On the 20th Oct. last the plaintiff took a ticket at the Aylesbury station of the London and North Western Railway, for Luton, intending to go by the train which was advertised in the company's time bill to leave Aylesbury shortly before seven o'clock in the morning, and arrive in Luton at 9.28. He did not, however, as the judge elicited, state to the booking clerk that he was going to any fair, or that he wished to get there by any particular time, but took the ticket in the ordinary way. The train went very slowly as far as Marston Gate, where it pulled up for fifty-five minutes. On arriving at Cheddington the train by which he ought to have gone on to Luton had left. The station master told the plaintiff to go to an inn and try to get a horse to drive to Leighton or Luton. And he did so, but failed to get a horse. He then asked the station master to telegraph to Luton, asking somebody to sell his cattle for him, but the station master declined to undertake any responsibility about the matter. He went on to Luton by the next train, and arrived at his destination at half-past eleven. By this time the fair, which was held on that day, was nearly over, and the plaintiff lost the sale of thirty lean beasts which he had sent by road to the fair on the previous day. He had to bring back the cattle in like manner by road to Ellesborough, at a cost of £2 10s.; and the expenses of two men, who were with them, were about £1. He had also paid 3s. 4d. for his ticket, and, moreover, he had to keep the cattle for a week to recruit, because they were footsore. The plaintiff and his solicitor wrote to the company, asking for compensation, but their reply was that the ticket was issued to the plaintiff subject to the conditions on the company's time bills, namely—that although the times of arrival and departure were stated thereon, the company did not guarantee that the trains would arrive and depart at the times stated, nor would they be responsible for any loss or inconvenience occasioned by the delay of the trains. On behalf of the plaintiff, evidence was called to show that the delay, on the part of the defendants, was unreasonable, and might have been prevented by ordinary care.

The engine-driver, on examination, said that the reason of the delay at Marston-gate was that a new kind of coal was used for the first time that morning; that they could not get sufficient draught to ensure combustion, and consequently were short of steam. Moreover, the day was foggy and dull, which lessened the draught. He had sent in his report of the delay, and had been fined 10s. The coal had been used only once since the day on which the delay occurred.

Mr. John Henry Miller, innkeeper, of Aylesbury, who had been a driver on the North-Western Company's main line for fourteen years, said that he was in the train on the morning that the delay occurred. He went to see what was the matter, and the driver said, "We have got a new kind of coal, and my man has filled the fire-box up. He has put too much on, and we cannot get a draught." Witness knew the coal well. It was Welsh coal, and was known by the company's servants as "blind coal." If the fire-box were choked, there could, in fact, be no draught, but he could not say that the fire-box was choked on this occasion. The coal was burnt regularly on the company's main line, and any quantity of steam could be got out of it, if it were burnt properly. The engines on the main line, however, generally had larger fire-boxes than those of the engines on the Aylesbury and Cheddington branch.

Templar urged that there was no cause of action. The contract was one between the plaintiff and the company, and had no reference whatever to the cattle. The company simply undertook to carry the plaintiff within a reasonable time, and they did carry him. They knew nothing of the cattle which he might have had to sell at Luton. Moreover, they relied on the notice printed on their time-bills, that they would not guarantee the arrival and departure of the trains at the times specified, nor would they be responsible for loss or inconvenience caused by delay The ticket was issued subject to those conditions

Clarke here interposed with the statement that in the company's time-bills they said that every attention should be paid, as far as was practicable, to ensure punctuality.

Templar, continuing his address, quoted the well-know case *Hurst* v. *The Great Western Railway Company*, and read the whole of the judgment given. The essence of the case he continued, was whether the delay was reasonable and unavoidable. He then cited other cases, and argued for the reduction of damages.

His Honour said he thought that the delay in this case had been unreasonable, and that it might have been avoided. He did not think that, on the evidence, the present was a case for a nonsuit; nevertheless, he considered that it would be his duty to reduce very considerably the amount claimed for damages. He believed that there had been culpable negligence on the part of the stoker, who had choked the fire-box. The excuse was that the coal was a kind to which the stoker was not accustomed; but it had been shown that the coal was so well-known on the line that there was a recognised name for it—"blind coal"—and if it had been properly used there would have been no want of steam, and consequently no delay. The negligence of the stoker, and, partly, also of the driver, in allowing the fire-box to be choked, was the cause of delay. If the coal had been unknown the fault would have lain with the company for putting into the hands of their men coal which was slow of ignition, and of the qualities of which the men were not informed or aware, but the coal was well known on the company's line, and it was the duty of the driver and the stoker to see that the fire was fed moderately, reasonably, and carefully. It might be true that on the occasion in question the day was heavy and unfavourable to a good draught, but the driver and the stoker, by their experience, ought to have anticipated and provided for that. The delay, then, was occasioned by neglect on the part of the company's officers. If the delay had been in consequence of "the act of God," or occasioned by any circumstance or accident over which the company's servants had no control, then there would have been no case for the plaintiff, and a nonsuit would have followed. But here the company were, according to the terms of their time-bill, under the conditions which operated as in the case of any public carrier. They undertook to forward the passenger with reasonable despatch, and if the neglect of their servants prevented the journey being accomplished with reasonable dispatch, the company were responsible. In this case, then, the company being responsible, the only remaining question was with regard to the amount of damages. Inasmuch as the plaintiff did not tell the booking-clerk that he wanted to get to Luton at a certain time (either thereby giving the company an opportunity of refusing to incur the risk, or of demanding an increased fare in respect of the risk if they chose to incur it), he was not entitled to the expenses of driving his beasts to Luton and back, to recover according to his estimate, for the loss of his market, his loss of sale, and possibly of profit; nevertheless he was entitled to more than merely nominal damages. He lost a journey to Luton and back; he lost a whole day; he lost the value of his fare; and was put to considerable inconvenience, and no doubt to some expense. He was, therefore, clearly entitled to, say, 40s. damages.

Templar asked for leave to appeal.

Clarke protested against it. It was very hard to appeal against a plaintiff who had got a verdict for only 40s. That sum would not cover the fees.

The Judge said that all the court fees out of pocket, with the usual other costs, would be allowed. He did not like to saddle the plaintiff with a law-suit; and suggested that Mr. Templar should next court day apply again, if before then

the company had not changed their mind as to the expediency of appealing.

Templar, however, pressed his application, and His Honour acceded to it.

NORWICH COUNTY COURT.

(Before W. H. Cooke, Esq., Q.C., Judge.)

Watson *v.* The Great Eastern Railway Company.

Railway company—Unpunctuality—Negligence—Liability—Plaintiff acting as deputy registrar of the County Court district.

This was a most important action, involving as it did the twofold question of the liability of a railway company for loss of time occasioned in consequence of want of punctuality in running their trains as advertised, and the right of a gentleman who frequently represents the registrar to sue for damages in a court in the district. The plaintiff, Mr. George Anthony Watson, is a solicitor residing at Walsingham, but is commonly believed to be a partner in the legal firm of Kent, Watson, and Watson, of Fakenham. During a somewhat protracted absence from illness of Mr. George Watson, registrar of this court, his son, Mr. G. A. Watson, has for a considerable period almost invariably occupied his seat at the public sitting of the court, which has led to a wide-spread impression that he was the regularly-appointed deputy-registrar. From the moment it became known that Mr. Watson had resolved upon taking proceedings against the defendants in a court where his presence is so familiar, an unusual degree of anxiety was manifested as to how a case so singular in all respects would be dealt with by the learned judge; and the interest was intensified on its oozing out that an application was likely to be made for having the case transferred to a court out of the district.

Watson (whose claim was for £4 4s.) conducted his own case; and, instead of occupying his accustomed chair below his Honour, took his seat at the solicitors' table.

E. Moore (from the office of *W. Shaw*, the solicitor to the company), appeared for the defendants.

On the usual proclamation by the high bailiff,

Moore rose to move the court under sect. 20 of 19 & 20 Vict. c. 108, which is as follows: "If an action be brought by an officer of a County Court in the court of which he is an officer, except in the case of the registrar suing as official assignee, the judge shall, at the request of the defendant, order that the venue be changed, and that the cause be sent for hearing to the court of some convenient district of which he is not the judge; and the registrar of the first-mentioned court shall forthwith transmit by post to the registrar of such last-mentioned court a certified copy of the order for changing the venue as entered in the minute book; and the judge of such last-mentioned court shall appoint a day for the hearing, notice whereof shall be sent by post or otherwise by the registrar of such last-mentioned court to both parties."

Moore was proceeding to say that he understood that the plaintiff was deputy-registrar of the court when

His Honour remarked that he (Mr. Moore) understood what was not the fact. The plaintiff occasionally acts for his father for about the space of two hours once a month. There was only one deputy-registrar in his entire district. It was perhaps unfortunate to have an invalid registrar; but there could be no depuputy-registrar who was not legally appointed by him (his Honour) in writing, and certified by the Lord Chancellor, which the plaintiff was not—only acting as he did from month to month when his father did not come.

Moore asked that a note might be taken of his application, which, however, was refused. He then begged his Honour's attention to the fact that the plaintiff's claim was for loss of time, owing to delay of trains on the defendants' railway, and he contended at the outset that no such action could be maintained.

His Honour observed that that could be seen after the plaintiff had stated his case, when Mr. Moore would have an opportunity of cross-examination. However, he might remark that the plaintiff's particulars contained three separate charges of complaint for loss of time, for which he had put down a lump sum of £4 4s.; and he wished to know how much the plaintiff claimed for each.

The plaintiff said that the first paragraph in his particulars referred to the 6th Nov., when he was a passenger from Fakenham to Norwich. The time-table for that month announced a train to leave Fakenham at 5.55 p.m., and to arrive at Norwich at 7.30 p.m.; but it did not reach its destination until 9.30 p.m.; two hours later than it would have done. For this detention, however, he would only claim the nominal damages of 6d.

His Honour suggested whether it would not be better to strike out the first item altogether, and confine their attention to the second and third items.

The plaintiff assenting, proceeded to state that the second loss of time of which he complained occurred on the 11th of the same month, when he had arranged for leaving Walsingham by the train published to start at 7.11 a.m., and to arrive at Norwich at 9 a.m.; but that train did not run at all.

His Honour.—Did not run at all?

The plaintiff said it did not. The train stated to leave Walsingham at 9.21 a.m., and to reach Norwich at 11.25 a.m., did not arrive from Wells until after 12 noon on the day in question, by which he was detained at Walsingham three hours. The consequence was that he did not get to Norwich until 1.42 p.m. He expected to reach Homersfield, where he had some business, at 3 8 p.m.; but when he found the train did not run, he took a horse and trap from Norwich, at which he arrived back again to take the last train to Walsingham; but as he had to see some people in Norwich, that was impossible, and he remained there all night, but for which he made no charge for expenses. He charged, however, £1 1s. for horse hire from Norwich to Homersfield; and as a professional man, he claimed £2 2s. for loss of time, which he did not think would be considered too much. On the following day, he took a ticket from Norwich to Fakenham by the 12 noon train; but on arriving at Kimberley it was found that two or three trucks in a goods train had blocked the main line, and there was a detention of two hours till another train came from Dereham to carry the passengers forward. For this he claimed £1 1s. for loss of time. This was his third complaint; and with regard to it he would add that he made a personal examination of the line at Kimberley, where he found the metals in a dilapidated condition.

In cross-examination, the plaintiff said that he used his season ticket from Walsingham to Fakenham on the 11th Nov., and that he did not take a through ticket at Fakenham to Homersfield, but only a ticket to Norwich. He had read the conditions prefixed to the company's tables, which state that all that can be done will be done to secure punctuality in the departure and arrival of the trains, but that these are not guaranteed. He was neither an architect nor an engineer, but he had no hesitation in saying that the rails at Kimberley were in bad condition when he saw them on the 12th Nov.

This was the plaintiff's case.

Moore, for the defendants, said that his answer to the action was that the train did not run from Wells on the morning of the 11th Nov. in consequence of an accident which could not by any possibility have been foreseen; that a railway company was not liable for an accident unless it was shown to have taken place through gross negligence; that under no circumstances could the plaintiff recover damages for loss of time; and that he had adduced no evidence to show that the non-departure of the train on the morning in question was not a pure accident.

His Honour asked what could be greater negligence than a train which was advertised to run and did not run?

Moore submitted that it rested upon the plaintiff to prove that it could have been run.

His Honour was of a different opinion, and thought the *onus probandi* lay upon the defendants.

Moore essayed to fortify his contention by quoting several decisions in railway districts; but as this failed to convince his Honour that the plaintiff had no case, he proceeded to call evidence as to the cause of the non-running of the train from Wells on the morning of the 11th Nov., and the delays arising out of this. The first witness was

John Phillips, who said that he was the driver of the train which was appointed to start from Wells at 7 a.m., on the day alluded to, but which did not run in consequence of the bursting of a tube in the boiler about a quarter of an hour previously. It was a pure accident, such as no care could have prevented. In other respects, the engine was in good order. There was no other engine at Wells to take on the train, which could not be started until an engine arrived from Norwich. He had been twenty-three years in the defendants' service. The engine spoken of was taken by himself out of the factory at Stratford new in 1862.

Thomas Stevenson, district superintendent at Norwich, narrated the steps which were had recourse to by him on receiving information by telegraph of the bursting of the tube, so as to prevent inconvenience to the public. The engine which took the train from Wells was the one which left Norwich at 7 a.m.

William Ward, sub-inspector of permanent way on the Great Eastern Railway, said that he was at Kimberley station immediately after the trucks went off the siding on the 12th Nov. He examined the metals, and found them in very good condition, observing neither defect in the road or rail. The main line was cleared about 2.35 p.m.

Samuel Long, platelayer, gave corroborative evidence as to the state of the line at Kimberley, but in cross-examination admitted that a portion of it was out of gauge, caused by the trucks, in coming off the metals, slightly forcing it from its exact position.

William Smith, driver of the goods train at Kimberley on the 12th Nov., also ascribed the trucks getting off the siding there as purely accidental, such as no foresight could have prevented, and which could not be accounted for.

This being the defendants' case,

The plaintiff, on the invitation of the court, briefly commented on the whole facts, contending that the published time tables of a railway company were a promise that the trains would run; and that if they did not, the company was liable for the breach of faith. With reference to the episode of the 11th Nov., his complaint was that the defendants were guilty of negligence in not being able to run a train from Wells, which was a terminal station, from the fact that they had no second engine there, which they ought to have had. He had only to say in conclusion, that he would not have minded much if he had been but delayed once in a week; but seeing that this occurred no fewer than three times in one week, he submitted that he had sustained such special and substantial damage as entitled him to the judgment of the court.

Moore followed, *per contra*, arguing that all the evidence went to show that the delays in question were ascribable to pure accident, and therefore that the company could not be held liable.

His Honour said that the case was a most important one—so important, indeed, that he should like to give a decision in it which might be looked upon as a precedent—not only for the Great Eastern Railway, but for every railway in the kingdom. As at present advised, he was against the defendants on both points which had been raised by their advocate, in which he contended that the delays could not have been helped, and that damages could not be recovered for loss of time. He was disposed to think that there was negligence, gross negligence, in having only one engine at a place like Wells, the terminal station for two lines of railway. There was nothing to take a railway company out of the law of responsibility which attached to the mode of travelling in the old coaching days, by which, if one horse broke down, the proprietor of the coach ought to be in a position immediately to supply its place with another, or be held liable for the delay. With regard to the contention that the plaintiff could not recover for loss of time, he (his Honour) was ready to admit that had the plaintiff been a traveller for pleasure, he could not have recovered, but he hardly thought this could apply to a professional man, the nature of whose business called him to different places. However, he should carefully weigh the whole facts before giving his judgment; and if either side could submit anything fresh to him bearing upon the points which had been raised, he would be glad to receive it. If, when he gave his judgment, it was considered on either side of a nature which it was desirable to have reviewed in the court above, he would not be indisposed, on proper cause shown, to grant a case; for, as he had previously observed, the points which had been raised were of the greatest importance alike to railway companies themselves, and the whole travelling community.

Judgment reserved.

READING COUNTY COURT.

Wednesday, Dec. 17.

(Before H. J. Stonor, Esq., Judge.)

Prentis *v.* Mortimore.

Agreement between solicitor and client—Set-off—Bill of costs in liquidation to be taxed by registrar, although liquidation fell through—5 B. R. 1871.

His Honour now delivered judgment as follows: In these two actions brought by the same plaintiff against the same defendant, the facts and circumstances are nearly identical, although the causes of action are certainly distinct. The plaintiff, a grocer in Reading, being in difficulties, instructed the defendant, a solicitor in London, to appear and defend several actions brought against him at the end of last year and beginning of the present year, and during that period and up to April last, paid defendant's clerk large sums of money, amounting, as the plaintiff deposes, to £60 or £70; but as the defendant's clerk deposes to less than £50, on account of instalments and costs payable to the plaintiff in such actions, and the charges and expenses of the defendant Mortimore in defending such actions for the present plaintiff. No account of such payments to the defendant's clerk was kept by the defendant or his clerk, but vouchers for about £35, paid in various sums for instalments and costs, were produced by the defendant's clerk, and the defendant's clerk further deposed that he had sent several other vouchers to the plaintiff, and that except about £2 or £3 for incidental expenses of journeys,

messages, &c., the whole of the money advanced by the plaintiff was applied in payment of instalments and costs. The plaintiff denies that he ever received any vouchers from the defendant, and never saw the vouchers produced in court previously to such production. It is quite clear that the defendant was guilty of gross neglect in permitting his clerk to receive moneys from the defendant without keeping proper accounts and giving proper receipts, and although it is perhaps not absolutely necessary for me to express an opinion on this part of the case, I think that it will be convenient and proper for me to say that on the balance of the evidence before me, I am of opinion that the plaintiff advanced at least £65 to the defendant's clerk, and that the discrepancy between their evidence on this point may possibly be accounted for by a particular sum of £18, which the plaintiff positively swore to have paid to the defendant's clerk under special circumstances, and which the defendant's clerk did not venture positively to deny, although he stated that he believed he had never received it. At the end of March in the present year, according to the defendant's evidence, the defendant advised the plaintiff to present a petition for liquidation and free himself from his liabilities, and thereupon the plaintiff asked the defendant if he could do it for £50, but ultimately offered and promised to pay the defendant £60 for the expenses of liquidation, viz.: £10 in cash, and £50 by a promissory note of Mr. F. Halliday, dated the 25th March 1870, for the above amount, with interest at £5 per cent. per month, payable on demand. On the 9th of April, the defendant filed the petition for liquidation by the plaintiff in this court, and on the same day the defendant obtained the promissory note of £50 from the plaintiff, but only upon his, the defendant's, varying his agreement as to the costs of the liquidation and undertaking to carry him through for £40 instead of £60; and the defendant, on cross-examination, stated that he did so because he would never have obtained the promissory note without. The defendant then signed the following memorandum:—"Received of Mr. Thomas Prentis a promissory note of Mr. Frank Halliday for £50, and I undertake in the event of the said note being duly paid to return to Mr. Prentis the sum of £20 thereout. (Signed) T. H. MORTIMORE, 9th April 1873." The £10 cash had previously been paid to the defendant but no mention of it was made in this memorandum; and in the petition for liquidation the promissory note for £50 was returned as part of the debtor's estate, but no mention was made of the £10 paid to the defendant, nor of the £20 agreed to be repaid by him, which I regret to say has very much the appearance of a fraud upon the plaintiff's creditors, but may have happened through inadvertence, and I trust that such was the case. So far the plaintiff and defendant are substantially agreed, except that the plaintiff states that no other sum than £40 was ever mentioned as the costs of the liquidation. The plaintiff and defendant are further agreed that previously to the filing of the petition a conversation took place between them as to the costs of defending the action at the beginning of the year. The defendant deposes that it merely amounted to this, that such costs should be put into the list of debts at a lump sum of £25. The plaintiff deposes that nothing was said to this effect and that he never read the list of creditors, but that previously to filing the petition, and handing over the promissory note, and taking the defendant's undertaking to repay the £20, he said to the defendant "I suppose we are square up to this time," and the defendant said, in reply, "certainly." Upon this part of the transaction, I think, on the balance of evidence before me, that the real agreement between the parties must be held to have come to this: That if the liquidation was carried out the defendant was to limit his claim to £25 against the estate and look to obtain his costs of the liquidation, not exceeding £40, out of the £50 promissory note returned as an asset, but if the liquidation fell through he was to limit his claim against the plaintiff to such last-mentioned costs not exceeding £40, payable out of the promissory note for £50. In the latter case the defendant would also have had to repay the £20 according to his undertaking, but in the former case it is difficult to say what the parties contemplated, as £10 part of the balance or sum of £20 would have passed to the trustee in liquidation, and the remaining £10 ought certainly also to have been paid to such trustee, and both would have been divisible amongst the creditors. The £50 promissory note, together with £2 10s. for interest, was duly paid to the defendant by the drawer. The petition for liquidation fell through for want of a sufficient number of creditors at the first meeting, when no resolution was proposed nor any adjournment moved. The plaintiff then brought his action in this court to recover back the £20 on the undertaking. The defendant pleaded as a set-off the amount of a bill of costs (£34 17s. 9d.) for defending the actions already mentioned, which, although it had never been delivered, he had a right to do, according to the case of *Brown* v. *Tibbits* (11 C.B., N. S., 855); but as he had delivered no bill of costs, neither had he delivered any particulars of his set-off within the time required by the County Courts Acts, and consequently there was a verdict for the plaintiff, and the set-off was disallowed. Under the circumstances, however, I allowed a new trial, with liberty to plead the set-off, on payment of costs by defendant, and on his bringing the money into court, and after hearing it, I am still of opinion that the plaintiff is entitled to recover, and that the defendant is not entitled to the claim which he has made as a set-off in that action, as I think the same was released by him on obtaining the promissory note, and further that it was previously satisfied substantially, if not fully, by the payments made on account to his clerk. The plaintiff subsequently brought the second action to recover £42 10s., the balance of the promissory note of £50, £10 cash and £2 10s. interest on the note (after deducting the £20 sued for in the first action on the undertaking) as money had and received by defendant to the use of the plaintiff, and the defendant has pleaded as a set-off his untaxed bill of costs in the liquidation, amounting to £38 8s. 9d., and also a further set-off of £14 17s. 9d., the unsatisfied balance of his bill of costs for defending the actions already mentioned, after deducting the £20 due on his undertaking and claimed in the first action. On the grounds which I have already mentioned, and particularly the view which I take of the real agreement between the parties, I disallow the second item of the set-off, but I allow the first item of the bill of costs in liquidation, subject to taxation by the proper officer, whom I think to be the registrar of this court in bankruptcy, under the fifth rule of the Bankruptcy Rules 1871. There will be a verdict for the plaintiff in the first action for £20 with costs, on the higher scale, payable in fourteen days, and there will be a verdict for the plaintiff in the second action for £42 10s., subject to the defendant's set-off of £38 8s. 9d., or so much as the proper taxing officer may have found or may find to be due, with costs according to the amount ultimately recovered by the plaintiff, payable in a month; costs of application for new trial to be included.

The plaintiff and defendant agreed that the costs of liquidation should be taxed by the registrar, without prejudice to the defendant's right to appeal in both actions.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

PARTNERSHIP—SEPARATE ESTATE—PROFITS OF SEPARATE ESTATE SET TO PROFIT AND LOSS ACCOUNT—JOINT ESTATE.—C. and M., who carried on business as ship chandlers, each applied in his own name for certain shares in a shipowners' company. Each paid the application and allotment money on the shares allotted to him, and the shares were registered in the names of the partners severally. Each partner drew upon the partnership funds for the payment of calls upon the shares, and the amounts so drawn were debited in the books of the firm to the individual partners, and opposite to these entries in the books of the firm each partner signed his initials in red ink. The dividends on the shares were, however, carried to the profit and loss account of the firm. The holding of ships or shares in shipowning companies formed no part of the business of the firm, but it appeared that the partners had purchased the shares under the impression that the possession of them would be the means of introducing custom and business to the partnership. C. became bankrupt and M. claimed the shares standing in C.'s name, as joint estate of the firm: Held (reversing the decision of the Chief Judge in Bankruptcy, that the entries in the books of the firm amounted to a statement in writing signed by the partner that the shares were to be separate and not joint estate, and that the mode of dealing with the dividend was not contradictory of that statement, inasmuch as the effect of it was the same as if the partners (who each held an equal number of the shares) had been separately credited with the dividends: (*Ex parte Bolland*; *re Clint*, 29 L. T. Rep. N. S. 525. Chan.)

ANTENUPTIAL SETTLEMENT BY A TRADER—COVENANT TO SETTLE ALL AFTER ACQUIRED PROPERTY OF HUSBAND—BANKRUPTCY—INVALIDITY OF COVENANT.—A covenant in an antenuptial settlement by the husband to settle upon such trusts as the trustees should require all the real and personal estate of or to which he should become possessed or entitled during the coverture, is void as against his trustee in bankruptcy as being against public policy, and an attempt to withdraw the whole of his property from the just claims of his creditors: (*Ex parte Bolland*; *re Clint*, 29 L. T. Rep. N. S. 543. Bank.)

COURT OF APPEAL IN CHANCERY.

Tuesday, Dec. 16.

(Before the LORD CHANCELLOR and the LORDS JUSTICES.)

Re MOTION; MAULE *v.* DAVIS.

Partnership—Sale of bankrupt's property—Bankruptcy Act 1869, s. 72—Jurisdiction.

THIS appeal occupied the whole of yesterday, and this morning the judgment of the court was delivered.

The appeal was from an order made by the Chief Judge in Bankruptcy on the 28th July last. This order was made upon the application of Messrs. Davis and Wigginton, the present assignees in bankruptcy of Mr. George Motion, who was formerly in partnership with Messrs. John Hay and E. N. Briggs in the distillery business of Grimble and Co., in Albany-street, and the order declared void a sale made in 1869 by Mr. Staunton, the then assignee of the bankrupt's estate, of the bankrupt's interest in the business to his partners, Messrs. Hay and Briggs, for £13,025., on the ground that the sale was improperly made and at an undervalue. The sale was made under an agreement dated the 15th April 1869, and was afterwards sanctioned by an order of the Court of Chancery on the 15th July 1869, made in two partnership suits of *Hay* v. *Motion* and *Motion* v. *Hay*, in which a decree had been made on the 30th of April 1864, for the dissolution of the partnership, and the sale of the whole business as a going concern. After the sale of the bankrupt's interest to his partners, they sold and assigned the whole business to Mr. George Maule. The order of the Chief Judge declared this sale also to be void, and directed the whole business to be sold as a going concern, as originally provided by the decree in the partnership suits, and gave Mr. Maule liberty to bid at the sale. The sale was afterwards advertised to be held on the 19th inst. The suit of *Maule* v. *Davis* was instituted by Mr. Maule in Vice-Chancellor Bacon's Court against Messrs. Davis and Wittington, and was, by special leave, heard originally before the Court of Appeal. By the bill Maule expressed his readiness to have it declared that the sale of the bankrupt's interest in the business was not binding on his estate, but Mr. Maule sought to have it also declared that he is entitled to a charge on the business, or on the bankrupt's interest in it, for the £13,025, which he advanced to Hay and Briggs to enable them to pay for the bankrupt's interest, which they purchased.

Swanston, Q.C. and *Sterling* were for Mr. Maule.

J. W. Chitty and *Romer* appeared for the assignees.

The LORD CHANCELLOR said that in their Lordships' opinion the respondents had failed to prove any such fraudulent scheme as they alleged on the part of the bankrupt's partners to obtain his share in the business at an under value. Nothing which occurred before the agreement of the 15th April 1869, appeared to require or to warrant the inference of a fraudulent purpose. The provisions of that agreement were *prima facie* fair and proper, and upon the whole evidence their Lordships did not doubt that Mr. Staunton and his solicitor, in entering into the agreement, acted with an honest purpose. The objection to this agreement, which was mainly relied on by the Chief Judge, was founded upon the construction of sect. 137 of the Bankruptcy Act of 1861, which gives the assignees of a bankrupt power, with the sanction of the court, to sell by private contract the bankrupt's book debts and the goodwill of his trade or business. Their Lordships thought that section did not apply to a sale by the assignee of a bankrupt's share in the goodwill of the business, and his interest in the book debts of a dissolved partnership, especially in the case of a sale to the bankrupt's partners, who were generally the most advantageous purchasers of his interest. Nor did their Lordships think that there was any force in the objection founded upon the existence of the previous order of the Court of Chancery for the sale of the whole business as a going concern. Notwithstanding that order, the Court of Chancery had power to give effect to the agreement, and that which would be no objection to the agreement in the court which made the original order, could be no objection to it in another court. But, though their Lordships were satisfied that no case of fraud had been made out by the respondents, they were by no means satisfied that there had not been material error in the mode in which the value of the bankrupt's interest had been ascertained. They were relieved from any difficulty as to this part of the case by the submission of the appellant to pay, in addition to what he had already paid for the bankrupt's interest, such sum as, upon inquiry, might prove requisite to make up the full value of the bankrupt's interest. Their Lordships did not think that the whole sale ought to be set aside, upon the ground of error, in the absence of fraud, but an inquiry would be directed

to be made by one of the registrars in bankruptcy as to what additional sum ought to be paid by Mr. Maule for the bankrupt's interest. His Lordship said it was his duty to add that if their Lordships had agreed with the Chief Judge in his view of the facts of the case they would have been unable to concur in the propriety of his decision that it was competent to the Court of Bankruptcy to work out the original decree of the Court of Chancery in the partnership suits. With the interpretation put by the Chief Judge upon sect. 72 of the Bankruptcy Act 1869, their Lordships could not agree. That section gave to the Court of Bankruptcy very large powers to decide all questions necessary for the proper administration of a bankrupt's estate; but it did not enable the assignees to draw within the jurisdiction of the Court of Bankruptcy the owners of property which was not vested in the assignees, and who were not originally subject to the jurisdiction in bankruptcy, and still less did it enable the Court of Bankruptcy to work out a decree for the dissolution of a partnership previously made by the Court of Chancery. No doubt the Court of Bankruptcy would be able to compel a purchaser to reconvey property of a bankrupt which he had fraudulently acquired, and a prior order of the Court of Chancery made by consent would not stand in the way of this being done; but in such a case as the present, where the purchase money had been already paid and distributed among the creditors, who had received 20s. in the pound, such an order would only be made upon the ordinary equitable terms of refunding the purchase money, and assignees in bankruptcy were as much bound as any other plaintiffs to return the purchase money in such a case. With regard to the suit of *Maule* v. *Davis*, their Lordships thought the plaintiff could not sustain it, and the bill must be dismissed with costs. Mr. Maule would, however, be entitled to receive his costs in the bankruptcy motion, so far as they had been increased by reason of the charges of fraud, and he might set-off those costs against the costs in the suit.

The Lords Justices concurred.

LIVERPOOL COUNTY COURT.

Thursday, Dec. 4.

(Before Mr. Registrar Watson.)

Re John Ellis.

Bankruptcy Act 1869—*Liquidator's right to prove and vote—Resolutions—Practice.*

Held, that a liquidator of a joint stock company being voluntarily wound-up is entitled to prove and vote at meetings of creditors. Bills of exchange held by a creditor, but not produced at meeting, should be produced on registration to cure objection to their non production at the meeting.

This was an application to register certain resolutions of creditors, whereby they determined to liquidate the affairs of the debtor, by arrangement, and to appoint Mr. Bolland trustee. The question at issue involved an important point of practice. It appeared that the debtor was a shareholder in the County Palatine Loan Company, now in liquidation, and held twenty £10 shares. He became a director, and introduced many of his friends who were desirous of obtaining loans from the company, and in some cases he became guarantee for repayment of the loans. In respect of three such loans he was surety to the extent of £107, and on default of the original borrowers he became liable for principal as well as interest, the latter computed at the rate of 216 per cent., and making £528. He also borrowed on his own account £30, of which he repaid £10, and the claim of the company in respect of this loan was £409 13s. 2d. He was also liable on unpaid calls on his shares of £4 each, amounting to £80. At the first meeting of his creditors trade debts were proved which amounted to £684, and a proof of debt was tendered by the liquidator of the loan company for £1066. That proof was objected to by the chairman, on the ground that the rate of interest was exorbitant, and could not in equity be enforced. The trade creditors thereupon resolved to ignore the claim and liquidate the estate by arrangement, and appoint their own trustee.

Alsop, for the liquidator, insisted upon his right to vote, notwithstanding the objection to his proof.

Sampson, for several of the trade creditors, admitted the right of a creditor to whose proof objection had been raised to vote, but in this instance he submitted that a liquidator had no such right in competition with the rest of the creditors.

Alsop submitted that by virtue of the 95th and 133rd section of the Joint Stock Companies Act the official liquidator had full power to vote, and he accordingly signed a resolution to liquidate and to appoint the liquidator trustee. Both those resolutions were tendered for registration, and the matter came before the registrar on the question of registration.

Sampson and *Alsop*, solicitors, appeared for the parties concerned.

The Registrar said the first question before him was the consideration of the objections to the proofs of debt. The first referred to was marked "objected to" on the ground of the bill of exchange given to the creditor not having been produced at the meeting.

Sampson now produced the bill, and the registrar held it sufficient to cure the defect of its non-production at the meeting. The next objection taken was to the right of the liquidator to vote at the meeting.

Sampson contended that the Joint Stock Companies Act only conferred power upon a liquidator to prove and rank for dividend, and that in the absence of any authority the liquidator could not vote. Assuming he could vote, he had no power to accept a composition. The debtor's petition was for either composition or liquidation; and, as the liquidator could not accept the former, he had no right to vote for the latter, as one of the principles of the Act was that all creditors should be on an equality.

Alsop argued that by the 80th section of the Bankruptcy Act 1869, a company might vote by an agent duly authorised, and in the present instance the company, although in liquidation, did, by virtue of one of the sections of the Joint-Stock Companies Act, continue in existence for the purpose of winding-up, and the liquidator became its agent for that purpose, and as such agent had a right to vote. The registrar assented to the latter argument, and held that the liquidator, as the agent of the company, was entitled to vote.

Sampson then took exception to the claim of the company in respect of interest, but the registrar held that the debtor being a party to the promissory note, on which the company claimed, and the amount of interest to be paid being specifically stated on the face of the document, he was liable for the amount claimed. The parties then came to an agreement to nominate the liquidator as trustee, and tendered a resolution signed by the creditors to that effect, but it was refused registration on the ground that it was not the resolution passed at the meeting.

A new meeting of creditors was ordered.

Friday, Dec. 19.

(Before J. F. Collier, Esq., Judge.)

Re Fernie Brothers and Co.

Bankruptcy Act 1861—*Deed of inspectorship—Right of proof of debt—Guarantee—Bills of Exchange.*

A. entered into a guarantee to meet bills drawn by B. and accepted by C. for £50,000 to the same extent as if endorsed. The bank parted with the bills, and they were discounted by A. without indorsement, and all the parties thereto failed.

Held, that the bank which accepted the guarantee having parted with the bills without indorsement by A., deprived themselves of the right of proving against the estate of A. A.'s name not being on the bills, there was no right of proof against his estate. The true test of right of proof was this, could the bank which accepted the guarantee have sued successfully on the guarantee without having the bills in their hands?

This was an application for the admission of a proof of debt for £50,000, against the estate of the debtors, shipowners in Liverpool, who executed a deed of inspectorship in 1866. The facts of the case are fully set forth in the judgment of the court.

Wheeler and *Bigham*, instructed by *Freshfields*, of London, supported the proof.

Gully, instructed by *Hull*, *Stone*, and *Fletcher*, opposed.

His Honour, in giving judgment, said: In this case I am asked to allow the official liquidators of Barned's Banking Company to rank as creditors against the estate of Messrs. Fernie Brothers and Co., for a sum of £50,000 under a certain letter of guarantee hereafter referred to. The facts of the case are these. In the early part of the year 1866, Messrs. Fernie Brothers and Co., of Liverpool; Messrs. W. H. Daunt and Co., of Liverpool; Messrs. M'Ewen, Bryson, and Co., of Glasgow; and Messrs. James Watson and Co., of Glasgow, desired to raise £50,000 for operations on the Stock Exchange. Arrangements were made with Barned's Banking Company for the advance of the money. Barned's bank, however, not being in a position to provide ready money to such an amount, entered into negotiations with the Agra and Masterman's Bank in London, the ultimate result of which was that on the 6th March four bills of exchange for £5000 each, and on the 15th March six bills for £5000 each, were drawn by Messrs. W. H. Daunt and Co., the first four on Messrs. M'Ewen, Bryson, and Co., and the last six on Messrs. James Watson and Co. These bills were on or about the dates on which they were drawn paid into Barned's Bank, and were immediately passed on by them without endorsement, but with a guarantee of payment at maturity to the Agra and Masterman's Bank, to be held by them as security, they allowing Barneds to draw upon them in separate bills for £50,000. This sum of £50,000, less discount and charges, passed to the credit of Messrs. Fernie Brothers and Co. at Barned's, and was drawn out by them. On the 8th March, the day on which the first batch of bills was drawn, Messrs. Fernie Brothers and Co. gave to Barned's Banking Company a guarantee in the following terms:—

48, Brown's-buildings, Exchange,
Liverpool, 6th March, 1866.

To Barned's Banking Company (limited).

Gentlemen,—We hereby guarantee to you the due payment of the undermentioned drafts the same as if they came endorsed by us:—

W. H. Daunt and Co., on M'Ewen Bryson, and Co., £5000 at six months' date, dated 6th March.
W. H. Daunt and Co., on M'Ewen, Bryson, and Co., £5000 at six months' date, dated 6th March.
W. H. Daunt and Co., on M'Ewen, Bryson, and Co., £5000 at six months' date, dated 6th March.
W. H. Daunt and Co., on M'Ewen, Bryson, and Co., £5000 at six months' date, dated 6th March.

All due 9th September next.—We are, gentlemen, your obedient servants, FERNIE BROS. & CO.

On the 9th April, Messrs. Fernie Brothers and Co, gave Barned's Banking Company a further letter of guarantee in the following terms:—

Liverpool, 9th April, 1866.

To Barned's Banking Company (limited).

Gentlemen,—In reference to the operation of the advance of £50,000 in the acceptances of the Agra and Masterman Bank at three months' date against deposits of certain bills of exchange drawn at six months' date by Messrs. W. H. Daunt and Co., as follows:—

£20,000 on M'Ewen, Bryson, and Co., due 9th Sept.
£30,000 on James Watson and Co., due 18th Sept.

In consideration of your giving your guarantee to the Agra and Masterman Bank for the transaction, we hereby guarantee due payment of the above acceptances of Messrs. M'Ewen, Bryson, and Co., and James Watson and Co., to the same extent as though we were endorsers thereon.—We remain, gentlemen, yours faithfully, FERNIE BROS. and CO.

All the parties engaged in the transaction failed, and none of the bills were paid at maturity. I am of opinion that there was good consideration for both the guarantees. But by the language of the guarantees, the liability of Fernie Brothers and Co., is expressly limited to their liability as endorsers; all that they undertake to do is to place themselves with regard to Barneds in the same position as endorsers. If it had been intended that the guarantee should be one simply of due payment of the bills at maturity, it would have been easy to have so framed it, as was, in fact, done in the guarantee which Barned's gave the Agra and Masterman's in respect of these very bills. I cannot suppose that the managers of Barned's Bank were ignorant of the effect of this limitation. They, therefore, knowing of the limitation and of its effect in the case of the first batch of bills, parted with the bills, after having received the first guarantee, and in the case of the second batch accepted a guarantee in the same terms, after having parted with the bills, in both cases without endorsement. Nor is there, in my opinion, anything extraordinary or unreasonable in their so doing, or any reason to think that a full knowledge of the meaning and effect of the limitation was not in their minds; for if they had remained solvent, and the bills had not been paid at maturity, they would, in the natural course of business, have again become the holders, they would have had to pay the Agra and Masterman's Bank, and would then have been entitled to have their bills back—indeed, at any time by securing the Agra and Masterman's, they could have again made themselves the holders. In my opinion, by parting with the bills they deprived themselves of their remedy as holders, and, as a matter of fact, the Agra and Masterman's Bank have proved as the holders against the estates of M'Ewen, Bryson, and Co., and James Watson and Co. The test is, could Barneds have sued successfully on this guarantee without having the bills in their hands? I think not. I am therefore of opinion that they have no claim to rank as creditors in respect of the sum claimed under it.

Gully asked that the costs should follow the result.

His Honour assented.

Wheeler said that as there was no necessity to give notice of appeal, except for the purpose of reducing the amount of deposit below £20, he had nothing to say until he had consulted with his clients.

LEGAL NEWS.

Solicitor elected Mayor. — Blackburn — John Pickop, Esq.

The Baldacchino Case.—There will be no appeal in this case, recently decided by Dr. Tristram, as to the erection of a baldacchino at St. Barnabas, Pimlico. The Chancellor, it will be recollected, held that such ornaments were unlawful in the Church of England.

CHURCH LECTURES.—A correspondent in the *Times* of the 22nd Dec., suggests, that by 13 & 14 Car. 2, c. 4, ss. 17, 19, 20, 21, and 22, it is decidedly illegal for a layman to lecture in any church without the license of the primate or diocesan, first obtained in all cases. This statute subjects the offender to an imprisonment of three months.

THE JUDICATURE ACT.—The *Globe* alludes to the "possibility of a short Bill being introduced next Session to postpone the operation of this Act for another year." But "at present there appears no need of such a measure." It is suggested that "it would be better to postpone the initiation of a new state of affairs than to begin it with a half finished or ill-considered mode of procedure."

BURCH V. THE REV. JOHN REID.—On Saturday, Mr. G. H. Brooks, the Proctor, on the part of the Bishop of Exeter, received a petition of appeal in this case, recently heard in the Arches Court, and in which the defendant, the vicar of Tregony, Cornwall, was suspended for three years on a charge of immorality. The appeal will to-day be lodged at the Judicial Committee.

THE directors of the Law Union Insurance Company have issued a notice in which they say that they think it desirable to direct the attention of their insured to the great increase in wages and in cost of materials, which in numerous cases renders reinstatement of premises destroyed by fire for the amount insured out of the question. It therefore becomes important that policy-holders should revise their insurances, with the view of satisfying themselves that their property is insured for a proper amount.

HIS HONOUR, the Vice-Chancellor Malins, has sanctioned the payment of a second dividend of 3s. 6d. in the pound to the creditors of the International Life Assurance Society, payable at the offices of Mr. Maynard, 55, Old Broad-street, on Wednesday next and the two following Wednesdays. It is announced that any of the creditors who have not received the first dividend can receive it with the second, provided there be nothing due from them in respect of loans on policies, and that they produce what is required of them in support of their title.

WILLS AND BEQUESTS.—The will of the late Lord Chief Justice Bovill has been proved by his relict and eldest son. The document bears date the 20th Jan. 1870, and is wholly in the handwriting of the testator, whose personalty has been sworn under £70,000. The testator bequeaths certain personalty to his widow absolutely, and the income of the residue to her use for life, with remainder to his descendants as she may appoint. The testator's shares in the County and Borough Hall Guildford Company (Limited), are bequeathed to the Mayor and Corporation of Guildford, the income and votes in respect thereof to be used and applied for the benefit of the Guildford Working Man's Institution, of which the testator was formerly the president.

THE TEMPLE FIRE, A.D. 1737.—On the 4th Jan. (Old Style) about seven o'clock, p.m. "a dreadful fire broke out in the Inner Temple, adjoining to the Hall, and continued to burn with great fury until five o'clock next morning, which entire consumed the Inner Temple, kitchen, buttery, and the great stairs that lead to the hall; but the hall was with great difficulty preserved, which was owing to the party-wall. It likewise consumed upwards of thirty chambers. At its breaking out there was a great scarcity of water, otherwise 'tis thought it would have been extinguished without doing any considerable damage. 'Tis said that several writings of great consequence were consumed in the flames. H.R.H. the Prince of Wales came there about eleven o'clock p.m., and by his presence he animated the people, gave money to the firemen, &c., and staid until it was quite over. A party of the Foot Guards were placed in the Temple Gardens, to take care of the valuable goods, writings, &c., that were carried thither." In the *Gentleman's Magazine*, vol 7, p. 59, it is stated that this was a considerable fire, and that it caused much loss of property.

THE NEW LEGAL KNIGHTS.—Sir Archibald Paull Burt, who received the honour of knighthood last week from Her Majesty, at Windsor Castle, is the second son of the late Mr. George Henry Burt, and was born in the year 1810. He was educated at a private school at Richmond, and was called to the Bar at the Middle Temple, in Michaelmas Term 1845, and practised at St. Christopher's. In 1849 he was appointed Attorney-General of the Island of St. Christopher, in 1860 Commissioner of the Civil Court in Western Australia, and in the following year Chief Justice of that colony. He has been a Speaker of the House of Assembly in St. Christopher, a member of the Legislative and Executive Council there, and a member of the Administrative Committee, and Chancellor of the Diocese of Antigua and the Leeward Islands. Sir Archibald married, in 1836, Louisa, daughter of Mr. John Bryan, M.D., of St Christopher's. Sir William Henry Doyle, who was knighted on the same occasion, is the only son of the late Mr. Edward Doyle, and was born in the year 1823. He was called to the Bar at the Middle Temple in Easter Term, 1846, and in 1858 was appointed Assistant Justice of the General Court of the Bahamas. In 1865 he was promoted to the Chief Justiceship. He is also Judge of the Vice-Admiralty Court, and President of the Legislative Council of the Bahamas. Sir William H. Doyle is married to Miss Sarah Johnson, daughter of Mr. Samuel Johnson, of Nassau, in the Bahamas.

MUNICIPAL ELECTION PETITIONS. — Baron Martin and Mr. Justice Mellor, two of the judges on the *rota* for the trial of parliamentary election petitions, have appointed Tuesday, the 13th Jan., for the trial of the municipal petitions from Nottingham and Hereford, and Tuesday, the 20th proximo, for the hearing of the petitions from Liverpool and Manchester. On the first day of trial the barristers appointed—namely, Mr. Dowdeswell, Q.C., Mr. T. W. Saunders, and Mr. Biron—will sit at 11 o'clock; on the subsequent days at 10 o'clock.

ON Wednesday the Chancery vacation commenced and lasts until the 6th Jan., inclusive. The law offices will be closed until Tuesday morning. The Master of the Rolls is the vacation judge during the Christmas recess, and, according to a notice just issued, will, if required, sit at the Rolls' House, on Wednesday, the 31st Dec., and on Wednesday, the 7th Jan. "Any person desirous of making any application on either of those days must give notice at the Rolls' House before four o'clock on the previous Monday." The judge will take applications of an urgent nature, and his address can be obtained at the Rolls' House. The chambers of the Master of the Rolls will be open on the 24th, on the 30th, and 31st inst., and on the 1st, 2nd, and 6th Jan. from eleven to one o'clock. The Courts of Common Pleas and the Exchequer will sit at Nisi Prius in and after Hilary Term on the same days. The first sittings on Tuesday, the 13th Jan.; second sittings, Monday, the 19th Jan.; and third sittings, on Monday, the 26th Jan., at Westminster. The courts will not sit in London during Term. After Term, in Middlesex, the sittings are appointed for 2nd Feb., and in London on Monday, the 16th Feb.

BARON COLERIDGE.—The Right Hon. Sir John Duke Coleridge, Lord Chief Justice of the Court of Common Pleas, who is to be raised to the Peerage as Baron Coleridge, of Ottery St. Mary, Devonshire, is the elder son of the Right Hon. Sir John Taylor Coleridge, of Heath's Court, Ottery St. Mary (many years a Puisne Judge of the Court of Queen's Bench), by a daughter of the late Rev. Gilbert Buchanan, LL.D. He was born in the year 1821, was educated at Eton and Balliol College, Oxford, where he obtained a Scholarship, and graduating B.A. in 1842, was afterwards elected to a Fellowship at Exeter College. He was called to the Bar at the Middle Temple in 1847, and went the Western Circuit, of which he was for some years the "leader." He held the Recordership of Portsmouth from 1855 to 1866, and was made a Queen's Counsel and elected a bencher of his inn in 1861. He sat in the House of Commons as M.P. for Exeter from 1865 down to last month, when he accepted the Lord Chief Justiceship. He held the Solicitor-Generalship from 1868 down to 1871, and succeeded Sir Robert P. Collier in the Attorney-Generalship in the latter year. He was sworn a Privy Councillor a week or two ago. Sir John Coleridge married in 1846 or 1847 Miss Jane Fortescue Seymour, daughter of the Rev. George T. Seymour, of Farringford, in the Isle of Wight, by whom he has with other issue an eldest son, Bernard John Seymour, now of Trinity College, Oxford.

DEATH OF CHIEF BARON PIGOT.—Lord Chief Baron Pigot died on Monday morning, at his residence in Merrion-square, Dublin, after a protracted illness. He had been in very delicate health for some months, and had been unable to preside in his court since the commencement of Term; but no serious fears were felt until the last few days, and up to Saturday evening he himself expected that he would recover. His illness then assumed an alarming aspect, and, in fact, a report of his death was current in the city. He made a slight rally, however, and survived the attack of the disease until four o'clock on Monday morning. He was born at Kilworth, County Cork, in 1805, and was the son of a physician. In 1826 he was called to the Bar, after graduating in Trinity College; in 1835 he received a silk gown; in 1839 he was made a Bencher of the King's Inns, and was appointed to the office of Solicitor-General under the Melbourne Administration. Next year he succeeded to the office of Attorney-General, and was made a Privy Councillor; and in 1846 the late Sir Maziere Brady, who then presided in the Court of Exchequer, having been elevated to the rank of Lord Chancellor of Ireland, Mr. Pigot was appointed first Roman Catholic Chief Baron, with a general recognition of his fitness. From 1839 to 1846 he represented the borough of Clonmel. The Lord Chief Baron was a visitor of the College of Maynooth, and a member of the Senate of the Queen's University, a Commissioner of National Education, and also connected with other public bodies.

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

FINAL EXAMINATION. — MICHAELMAS TERM, 1873.

AT the examination of candidates for admission on the roll of attorneys and solicitors of the Superior Courts, the examiners recommended the following gentlemen, under the age of 26, as being entitled to honorary distinction:—Edwin Murcott, who served his clerkship to Mr. George Cattell Greenway, of Warwick, and Messrs. Robinson and Preston, of London; John Locke Jeans, who served his clerkship to Messrs. Bourne and Rhodes, af Alford, and Messrs. Scott and Co., of Lincoln's-inn-fields, London; Henry Joseph Smith, who served his clerkship to Mr. William Frederick Baker, of London; Jesse Thomas Davies, who served his clerkship to Mr. Thomas Davies and Mr. John Paul Ponclone, the younger, of London; George Hime, who served his clerkship to Messrs. Anderson, Collins, and Robinson, of Liverpool, and Messrs. T. and T. Martin, of Liverpool; George Barrow Cummins, who served his clerkship to Messrs. Hore and Monkhouse, of Liverpool, and Messrs. Milne, Riddle, and Mellor, of London.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:—To Mr. Murcott, the prize of the Honourable Society of Clifford's Inn; to Mr. Jeans, the prize of the Honourable Society of Clement's Inn; to Mr. Smith, Mr. Davies, Mr. Hime, and Mr. Cummins, prizes of the Incorporated Law Society.

The examiners have also certified that the following candidates, under the age of 26, whose names are placed in alphabetical order, passed examinations which entitle them to commendation:—John Edward Booth, who served his clerkship to Messrs. Teale and Appleton, of Leeds; Thomas Dent Gardner, who served his clerkship to Messrs. Jones, Roberts, and Hale, of London; George Henry Hankinson, who served his clerkship to Messrs. Cooper and Sons, of Manchester; Thomas Noon Talfourd Strick, who served his clerkship to Messrs. Strick and Bellingham, of Swansea, and Messrs. Tamplin, Tayler, and Joseph, of London; Alfred Bishop Wallingford, who served his clerkship to Messrs. Wallingford and Day, of St. Ives, Hunts, and Messrs. Neal and Philpot, of London; George Kyme Wright, who served his clerkship to Messrs. Staniland and Wigelsworth, of Boston, and Messrs. Johnson and Jackson, of London. The Council have accordingly awarded them certificates of merit.

The number of candidates examined in this Term was 166; of these, 157 passed, and nine were postponed. By order of the Council,

E. W. WILLIAMSON, Secretary.

Law Society's Hall, Chancery-lane, London.

The following circulars have been issued:—

INTERMEDIATE EXAMINATION.

Incorporated Law Society U.K.,
Chancery-lane, London, Dec. 1873.

Sir,—I am directed by the examiners appointed for the intermediate examination of persons under articles of clerkship to attorneys, to inform you that Thursday, the 22nd January 1874, is the day appointed for the examination, and that candidates for examination are to attend on that day, at half-past nine in the forenoon, at the hall of the Incorporated Law Society, Chancery-lane, London (Carey-street entrance.) The examination will commence at ten o'clock precisely, and close at four o'clock.

I have to remind you that your articles of clerkship and assignment, if any, with answers to the questions as to due service, according to the regulations approved by the judges, must be left with me on or before the 3rd January; and in case your articles and testimonials of service have been deposited here, they should be re-entered, the fee paid, and the answers completed on or before the 3rd January. No candidate will be examined who shall not have complied with these conditions, or whose testimonials as to service or conduct shall not be satisfactory to the examiners.

On the day of examination, papers will be delivered to each candidate, containing questions to be answered in writing, selected from the works specified by the examiners; and a paper of questions on book-keeping.

If you apply to be examined under the 4th section of the Attorneys Act 1860, you may, on application, obtain copies of the further questions relating to the ten years' service antecedent to the articles of clerkship; and such questions, duly answered, must be left with your articles, &c., on or before the 3rd January.(a)—I am, Sir, your very obedient servant,

E. W. WILLIAMSON, Secretary.

FINAL EXAMINATION.

Incorporated Law Society U.K.,
Chancery-lane, London, Dec. 1873.

Sir,—I am directed by the examiners appointed for the examination of persons applying to be admitted attorneys, to inform you that Tuesday, the 20th, and Wednesday, the 21st Jan. 1874, are the days appointed for the examination, and that candidates for examination are to attend on those days, at half-past nine in the forenoon of each day, at the hall of the Incorporated

(a) Candidates who have already proved to the satisfaction of the examiners the ten years' antecedent service are not required to leave replies to the further questions again.

Law Society, Chancery-lane, London (Carey-street entrance). The examination will commence at ten o'clock precisely, and close at four o'clock.

I have to remind you that your articles of clerkship and assignment, if any, with answers to the questions as to due service, according to the regulations approved by the judges, must be left with me on or before the 10th Jan. If your articles were executed after the 1st Jan. 1861, the certificate of your having passed the intermediate examination should be left at the same time; and in case your articles and testimonials of service have been deposited here, they should be re-entered, the fee paid, and the answers completed on or before the 10th Jan.

If you apply to be examined under the 4th section of the Attorneys Act 1860 you may, on application, obtain copies of the further questions relating to the ten years' service antecedent to the articles of clerkship; and such questions, duly answered, must be left with your articles, &c., on or before the 10th Jan. (a)

Where the articles have not expired, but will expire during the term, or in the vacation following such term, the candidate may be examined conditionally; but the articles must be left on or before the 10th Jan., and answers up to that time. If part of the term has been served with a barrister, special pleader, or London agent, answers to the questions must be obtained from them, as to the time served with each respectively. No candidate will be examined who shall not have complied with these conditions, or whose testimonials as to service or conduct shall not be satisfactory to the examiners.

On the first day of examination papers will be delivered to each candidate containing questions to be answered in writing, classed under the several heads of—1, Preliminary; 2, Common and Statute Law, and Practice of the courts; 3, Conveyancing.

On the second day further papers will be delivered to each candidate containing questions to be answered in—4, Preliminary; 5, Equity, and Practice of the Courts; 6, Bankruptcy, and Practice of the Courts; 7, Criminal Law, and Proceedings before Justices of the Peace.

Each candidate is required to answer all the preliminary questions (Nos. 1 and 4); and also to answer in three of the other heads of inquiry, viz.: Common Law, Conveyancing, and Equity. The examiners will continue the practice of proposing questions in Bankruptcy and the Criminal and Proceedings before Justices of the Peace, in order that candidates who have given their attention to these subjects may have the advantage of answering such questions, and having the correctness of their answers in those departments taken into consideration in summing up the merit of their general examination.

I am, Sir, your very obedient servant,
E. W. WILLIAMSON, Secretary.

GENTLEMEN WHO PASSED THE FINAL EXAMINATION.

MICHAELMAS TERM, 1873.

Allen, Samuel
Andrews, Henry
Ashdowne, Thomas
Balch, Charles Edward
Barber, Frank Edward
Barrett, Joseph
Barrow, Alfred
Bassett, John
Batten, Thomas
Bennett, Charles Hudson
Black, Edward Wallace
Booth, John Edward
Bowers, W. Henry Bowyer
Bray, Henry Malthus
Brown, Maurice
Bull, W. James Hastings
Bulleid, John Howard
Bullford, Charles Edward
Calcott, Geo. L. Berkeley
Charles, Philip Affleck
Churton, John Weaver
Clarke, William Shuker
Collins, Charles
Collyer, D'Arcy B.
Colman, Gerald Charles
Court, James Phillips
Cruttenden, William
Cumming, Alexander
Cummins, George Barrow
Cunliffe, Walter
Davies, Jesse Thomas
Davis, Charles Henry
De Soyres, Philip
De Zoete, Gerard Fred.
Dodd, Charles Walters
Dow, Edward Augustus
Druitt, Robert, the yr.
Durnford, Francis Mount
Eady, Chas. Swinfen
Eve, Adam Edward
Fabling, John
Faithwaite, Thos. Winter, the younger
Fardell, Gerald Tunnard
Farrington, Geo. Walker
Fernell, Hen. Geo. Tudor
Field, Ernest
Fluker, Chas. Edward
Freeman, John Tilleard, M.A.
Furber, Richard
Gardner, Thos. Dent
Gardom, Edw. Theodore
Garnett, Charles
Geare, Henry Cecil
Gill, Robert Thos.
Greatheed, Wm.
Hamshaw, John Lovell
Hankinson, Geo. Henry
Harman, Orlando George
Harris, Wm. Holden
Harrison, Josh.
Harvey, Richard
Hastings, Alfred Gardiner
Heath, Alfred Samuel
Helps, Clemt. Stackhouse
Hime, George
Hodgkinson, Alfred
Honey, Fredk. Hen., B.A.
Jackson, Ernest Gratian
Jacobs, Julius Octavius
Jeans, John Locke
Jennings, Fredk. Wm.
Kennedy, Arthur
King, Edward
Langworthy, Fredk.
Lawrence, George
Lee, Edward
Lewis, John Pryse
Lickfold, Jas. Ebenezer
Ling, Frederic Gaskell
Locke, Chas. Wollaston
Lucas, George
Major, Seymour Edwd.
Marcy, James
Mawdsley, Wm. Henry
Middlebrook, Wm.
Middleton, William John Tyne
Millett, Reginald
Mogridge, Edward
Mould, John Clarke
Murcott, Edwin
Nazer, Percy William
Newington, Arthur Curtis Hayes
Nutt, Jas. Teed
Overell, Albert Edward
Palethorpe, Henry John
Paynter, John Wynne
Pearce, Alexr., B.A.
Pearce, Arthur
Pearce, Jas. Collins
Pearse, Geo.
Phillips, Edwd. Lord
Phillips, Sidney Heath
Pomeroy, Edwd. Boyce
Porter, Thos. Simpson
Pritchard, Wm. Benning
Pruddah, William
Quelch, Francis
Rawlins, Thos. Davis Burney
Ready, Frederick
Reeves, Edmund Whitelock
Rexworthy, James
Rice, Wm. Henry
Richards, Chas. Watkin
Ruchore, Thos. Robert
Sager, Wm.
Sanders, Oliff George
Shakespear, Henry Hope
Sheppard, Hobart McLean Peter
Shipton, Thos. the younger
Smith, Alfred Oxnard
Smith, Francis Peters
Smith, Henry Josh.
Smith, Henry Stanley
Spencer, Arthur Percy
Spencer, Geo. Emmett
Spender, Frank Richard
Stanway, Edward Fancutt
Stevens, Wm. Richard
Stoken, Walter
Street, James Lacy
Strick, Thos. Noon Talfourd
Sturge, Francis
Sykes, Alfred
Talbot, John Edward
Tarleton, Audley Parnther
Theobald, John Theophilus
Tippetts, Wm. James Berriman
Tudor, John
Tyler, John Stephen
Walker, John Hamilton
Walker-Jones, Frns. Alexr.
Wallingford, Alfred Bishop
Walters, Frank
Warne, Chas. Holland
Warne, Harry Duke
Watson, Thos.
Webb, Tom Southey
Wheatley, Edwd.
White, Henry Arthur
White, Wm. Henry
Wilkes, John James
Williams, Robert Jones
Wills, John, the younger
Woods, Wm. Henry
Woodforde, Randolph
Woodhouse, Jas. Thos.
Wright, Geo. Kyme

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it

A CHRISTMAS APPEAL.—I shall feel obliged by your kindly inserting the following letter in the LAW TIMES. I am widow of the late Henry Eldon George Bankes, who is the son of the late Rev. Edward Bankes, canon of Bristol and Gloucester, and Chaplain to Her Majesty, and grandson to the late Earl of Eldon, late Lord Chancellor of England. Acting under the advice of counsel, I have filed a bill in Chancery against Mr. John Scott Bankes, The Rev. Eldon Surtees Bankes, and Mr. Frances Serrell, to pray the court to declare that I am entitled to a share in the estate of the late Lord Eldon, but I am informed by my solicitor that it may be eighteen months before my case can be heard. In the meantime I have no means of subsistence. I have been in the workhouse, but owing to the kindness of friends have been able to escape from it for a few weeks. My friends can no longer support me, and I must return. Only those who have lived amongst the higher classes can appreciate the horrors of that dreadful place, and I do beg you to allow me to appeal to the legal Profession to save me from spending my Christmas week separated from my child, amongst the lowest of the low, in the Union. Doing my utmost I cannot earn more than 8d. a day at needlework, but my child and I cannot live upon this in the winter weather. The Rev. Thomas Pigott, 16, Belgrave-road, Upper Holloway, has kindly consented to receive donations on my behalf.

LOUISA BANKES,
Widow of the late Henry Eldon Bankes.

ARTICLED CLERK.—With reference to *Greville's case* reported on p. 70 of your issue of 29th Nov. last, can any of your readers inform me of any case in which it has been held that Sunday service in a choir (on salary) is an office or employment contrary to 23 & 24 Vict. c. 127. A. B.

BEALL *v.* SMITH.—The letter which appears in your issue of to-day, signed "A Solicitor," calls upon us to state the facts of this case, and we have no objection whatever to the position your correspondent takes up, and are content to stand or fall on the issue raised by him. Let us, therefore, briefly say that every fact was brought directly under the notice of the chief clerk and the court, and that no step was taken clandestinely, and that no fact, or part of any fact, was withheld from the knowledge of the court, and that the decree, and every order, was made in full knowledge of every circumstance of the case, although our leader, Mr. Greene, Q.C., had to explain to his Honour, Wickens, V.C., what took place on obtaining the order on further consideration. We are perfectly ready to lay the facts of the case before your readers in our own way, but as you have already received from us copy of our affidavits, we prefer to leave the matter in your hands for the present.

Dec. 20. MERRIMAN, POWELL, AND CO.

RED TAPE IN THE CHANCERY PAY OFFICE.—The following case may interest your readers: A power of attorney for the purpose of receiving dividend lately bespoken by me at the Paymaster-General's, purported to be given by S. B. and M. B. the younger, to myself, and was duly executed by the said persons, the latter, however, signing his usual signature, *i.e.*, "M. B.," without adding the words "the younger." The signatures were duly verified by affidavit annexed to the power, which stated in distinct terms that the signature "M. B." was the signature of "M. B. the younger." On applying for the cheque the Paymaster-General refused to act under this power unless I got M. B. to add the words "the younger" to his signature. This I declined to do, seeing no good reason why he should be asked to sign in any manner other than with his usual signature. I argued with the Paymaster-General, that if a person named in a power as John Jones were to sign his name "J. Jones," payment under such power might with equal reason be refused on the ground that the person signing "J. Jones" might be one James Jones, notwithstanding the affidavit might declare that the signature was that of John Jones; but, failing to convince him, I sent the power and affidavit to the Lord Chancellor, with a statement of the fact, and his Lordship, through his secretary, having intimated to the Paymaster-General that, in his opinion, the power was sufficiently executed to be acted upon, I have, after considerable delay, numerous attendances, and correspondence, arrived at the position I should have been at the outset, and received the cheque. I make no complaint against individuals, having received perfect courtesy from all parties. I opposed the requirements of the Paymaster-General because it seemed to me that a system was vexatious which required a man to sign his name contrary to his usual practice, and I hope I have thereby succeeded in preventing this vexation reaching others.

JOHN NICHOLAS MASON.

ARTICLES OF CLERKSHIP.—Your correspondents, "Harvey and Addison," have either misread or failed to perceive the obvious meaning of the words in sect. 43 of the Stamp Act 1870. "Save as hereinbefore provided articles of clerkship are not to be stamped at any time after the expiration of six months from the date thereof, except upon payment of penalties as follows," &c. They clearly relate to clause 41, sub-sect. 2, and clause 42, sub-sect. 2, empowering the Commissioners of Inland Revenue to stamp articles of clerkship on which a lesser duty than £80 has been paid, as in the cases of clerks to solicitors in any of the counties Palatine of Lancaster, &c., to the full sum, qualifying, in that respect, for admission in the Superior Courts at Westminster. I cannot see that the Profession has been led into any error by the wording of the Stamp Act 1870. It was only requisite to investigate the subject with ordinary care and attention. By 34 Geo. 3, c. 44, articles of clerkship were required to be stamped before being executed. By 7 Geo. 4, c. 44, s. 4, the Commissioners of Inland Revenue were prohibited from stamping articles of clerkship after six months from date under any pretence whatever, this limit of time being identical with that within which the articles were to be enrolled. By the 9 Geo. 4, c. 49, the commissioners were empowered to stamp between 15th July 1828, and the last day of Hillary Term 1829; any articles of clerkship dated prior to 22nd June 1825, not stamped before execution on payment of the duty, and of £5 penalty. By the 19 & 20 Vict. c. 81, articles of clerkship (notwithstanding the Act 34 Geo. 3) could be stamped under the direction of the Lords of the Treasury *at any time* after execution on payment of the penalties therein enumerated. By the Stamp Act 1870, the Commissioners of Inland Revenue were empowered to stamp articles of clerkship after execution without the intervention of the Treasury on payment of the duty, and the under-mentioned penalties, viz., if within one year, £10; if subsequently, £10 for each year, and for the fractional part of a year. The key to the mystery is as follows: By the 15th section of the Stamp Act 1870, a penalty of £10 is made payable on any instrument taken to be stamped after its execution, but by sub-sect. 2 of that clause, the commissioners are empowered to remit or reduce such penalty within twelve months, but by the 43rd section of this Act, the time within which they can exercise that power in the case of Articles of Clerkship is reduced to six months, thus if Articles of Clerkship be tendered for stamping within six months after execution the commissioners may in the exercise of their discretion reduce the penalty (though in practice they do not); if subsequently taken for stamping, the penalties prescribed by the Act are peremptorily enforced.—E. C.

LAW SOCIETIES.

THE INCORPORATED LAW SOCIETY OF IRELAND.

WE take the following extracts from the Report of the Council of this Society, at the late general half-yearly meeting:

ATTORNEYS' CERTIFICATE DUTY.

In January last your council wrote to the council of the Incorporated Law Society, London, requesting to know, in view of the (then) approaching session of Parliament, whether they thought that any and what steps could be taken, with reasonable prospects of success, to obtain the reduction of this duty, and your council received an answer from that society, dated 5th Feb. 1873, saying that their council were of opinion that the reasons given by them, in answer to a similar communication made by your society at the commencement of the previous session of Parliament, still applied with equal, if not greater, force; also that their council had recently had an interview with the Lord Chancellor on the subject

of solicitors' remuneration, and had been assured that a measure would be introduced into Parliament by the Government for the purpose of facilitating the transfer of land, and that should same become law, it would, of course, be most desirable that some corresponding change should be made in the mode in which solicitors were to be remunerated, and that their council, therefore, considered that it would not be wise to attempt any agitation for the reduction of the Certificate Duty pending the consideration of the more important matter to which they referred. Upon receiving that communication, your council immediately forwarded a copy of it to the Provincial Law Societies at Belfast, Cork, and Waterford, and it seemed to be considered inexpedient to go forward in the matter without having the assistance and co-operation of the Profession in England, for which, under the circumstances stated, your council could not hope.

AN ACT FOR THE AMENDMENT OF THE LAW OF BANKRUPTCY IN IRELAND (35 & 36 VICT. c. 58.)

During the session of Parliament of 1872, an Act, bearing the above title, became law, not to come into operation until Jan. 1, 1873.

By the first section of said Act it is enacted that the Act shall be construed, together with so much of "The Irish Bankrupt and Insolvent Act 1857, as is not by said Act altered or repealed, as one Act, and may be cited for all purposes as the Bankruptcy (Ireland) Amendment Act, 1872."

In connection with this subject your council have to inform you that they received a letter from the chief registrar of the Court of Bankruptcy and Insolvency, transmitting, by desire of the judges of that court, the draft of a revised scale of solicitors' fees and charges in proceedings therein, in view of the altered procedure, and by said letter your council were requested to depute some of their number to confer with the chief registrar and chief clerk, in order that any suggestions or alterations they might deem desirable in proposed schedule should be submitted to the judges.

This the council accordingly did, and the members of their body who attended to confer reported that nothing could exceed the courtesy shown to them by the chief and other registrars and chief clerk, and by every official connected with that court. Your council allude to this subject with peculiar pleasure, as a further evidence of the kindly and considerate desire which the present judges of the Court of Bankruptcy and Insolvency have uniformly manifested to consult the wishes of your council in every matter having for its object the upholding of the status and well-being of your Profession, and to evince the anxiety of these judges at all times to receive and give due weight to any suggestions which might be offered by your council tending towards that object; and the result of the conference has been that a much more liberal scale of solicitors' fees and charges has since been adopted and promulgated by that court.

COMMON LAW SCHEDULE OF FEES.

It appearing to your council that the schedule of law fees, settled by the judges in 1854, was not sufficiently comprehensive in its terms, nor liberal enough in the fees allowed, to afford to your Profession an adequate remuneration for the labour and responsible duties imposed upon them in the transaction of common law business, your council felt it necessary to endeavour, on behalf of the Profession, to obtain an increased scale of fees for their services more in accordance with the exigencies of the times; and having accordingly devoted much time, care, and attention to the matter, they prepared a revised schedule of fees, copies of which they sent in June last to all the common law judges, with letters representing the necessity of having a new scale of fees settled, and requesting their lordships' attention to the matter as early as possible.

Your council brought this matter again before the Lord Chief Justice of Ireland previously to the commencement of the Michaelmas Term just ended, but they have not yet been favoured with any reply.

COSTS OF ACCOUNTING BY RECEIVERS IN CHANCERY.

In January last your council received a communication from Master Coffey, the senior Taxing Master in Chancery, transmitting a draft of a new form of costs of passing receiver's accounts for consideration of your council, and inviting such suggestions as they might see fit to make in reference to the proposed scale of charges; and your council having carefully examined same, had an interview subsequently with the taxing masters, who received all their suggestions with much courtesy, and having fully discussed same, promised to consider how far they could adopt them. Your council afterwards received a revised draft form of costs from the taxing masters, by which it appeared that nearly all the suggestions of your council had been adopted; and the result has been the production of a more liberal scale of fees for this particular class of business than had previously been allowed.

ATTORNEYS' AND SOLICITORS' ACT (IRELAND), 1866 (29 & 30 VICT. c. 84.)

In December last the Council of the Cork Law Society brought under the notice of your council a case which had occurred before the police magistrates in that city in the previous month of August, in which a constable who took upon himself to state the case against an accused party was allowed by the magistrate so to do, although the attorney for the accused interposed to make a preliminary objection, on behalf of this Profession, to such a proceeding; the magistrate, nevertheless, prevented the attorney from making his objection pending the statement of the constable, and ruled that the constable should be heard, in conformity with a circular issued from Dublin Castle, dated 29th August 1870, addressed to the magistrates of petty sessions for their guidance and instruction.

The council of the Cork Law Society also informed your council that they had subsequently brought the facts of this case before the authorities at Dublin Castle, and had requested to be informed by what authority any constable was invested with the power, as not only his right, but his duty, of conducting cases, and examining and cross-examining witnesses, without the intervention of any professional man, as stated in the circular of 29th August 1870, but that their council had been informed by the Under-Secretary that the grounds or reasons upon which the law officers arrived at the opinion expressed in the circular referred to could not be inquired into. Under these circumstances the council of Cork Law Society requested the intervention of your council on behalf of this Profession, and your council accordingly submitted a statement of the whole case (including the correspondence with the Under-Secretary) to Gerald Fitzgibbon, junior, Esq., Q.C., for his opinion, a copy of which opinion is as follows:—

"In all cases of summary proceedings before Justices, it is provided by the Petty Sessions Act (14 & 15 Vict. c. 93), s. 9, that the *parties* by and against whom any complaint or information shall there be heard, shall be admitted to conduct or make their full answer and defence thereto respectively, and to have the witnesses examined and cross-examined by *themselves*, or by counsel or attorney on their behalf.

"In all such summary proceedings, therefore, no constable can be admitted to conduct any case, unless he be the party complaining.

"In all cases of proceedings for indictable offences of a public nature, every member of the constabulary is, by the Act 6 Will. 4, c. 13, charged with all the powers and duties of a constable at common law or by statute, and these include the arrest of offenders on warrant, information, or suspicion of felony, the preservation of the peace, and protection of property from crime; and in every case of arrest it is the duty of the constable to bring his prisoner before a justice, in order that he may be committed for trial or discharged.

"In such proceedings the Crown is the prosecutor; the constable, as a public peace officer, is charged wth the duty of explaining and proving to the justice the cause of the arrest; and, as incident to this duty, he is, in my opinion, entitled to state the facts, and examine and cross-examine witnesses.

"The Attorneys' Act imposes penalties only for 'acting as attorney or solicitor,' and no one can so act except on behalf of a party. It appears to me that in offences the subject of indictment the constable, who, to use the common phrase, 'has charge of the case,' is acting as a *public* peace officer, having no client except the Queen, representing the public, but not as a *party*, and that he does not incur any penalty by so doing.

"I am, therefore, of opinion that the circular of 29th August 1870, correctly states the law.

"(Signed) GERALD FITZGIBBON, Jun.,
10, Merrion-square, North.

"Dec. 21, 1872."

A copy of this opinion was subsequently furnished to the Cork Law Society, but it did not seem to your council that any beneficial result would be obtained by further action in the matter.

LEGAL EDUCATION ASSOCIATION.

AT a meeting held on the 19th instant of the executive committee of the council of the association (Mr. Amphlett, Q.C., M.P., in the chair), the report of the interview which took place on the 12th instant between the Lord Chancellor and a deputation from the association, was read, and ordered to be printed and circulated with the report of the proceedings at the annual meeting of the association held in Lincoln's-inn Hall in January last.

The finance committee were requested to take such steps as they might think expedient for obtaining donations in aid of the funds of the association for the purpose of meeting the heavy expenses which must necessarily be incurred during the ensuing year in holding public meetings and for printing, and other similar purposes.

It was further requested that the attention of members of the association might be called by the finance committee to the moderate expense at which the work of the association had been carried on up to the present time, owing to it having had the advantage of the use of offices rent free, and of being able to dispense with any paid assistance.

On the motion of Mr. Osborne Morgan, Q.C., M.P., seconded by Mr. Gedge, Mr. Ralph Charlton Palmer, of 8, New-square, Lincoln's-inn, who has kindly consented to assist the present honorary secretaries, was unanimously elected an honorary secretary of the association.

JOHN V. LONGBOURNE, Hon. Sec.

20th Dec., 1873.

Donations in aid of the funds of the association should be sent to the treasurer, J. M. Clabon, Esq., 21, Great George-street, Westminster, S.W.

PROMOTIONS & APPOINTMENTS

N.B.—Announcements of promotions being in the nature of advertisements, are charged 2s. 6d. each, for which postage stamps should be inclosed.

MR. WILLIAM BURRIDGE, JUN., has been elected the clerk to the new Local Board of Health, Wellington, Somerset.

MR. S. B. JACKAMAN, of Ipswich, having resigned the office of borough coroner, after having held same for fifty years, Mr. H. M. Jackaman has been unanimously elected his successor to that office.

THE COURTS & COURT PAPERS.

SITTINGS IN AND AFTER HILARY TERM 1874.

Common Law Courts.

Court of Common Pleas.

SITTINGS AT NISI PRIUS—IN TERM.

Middlesex.			
Tuesday	Jan. 13	Monday	Jan. 26
Monday	19		

No London sittings this Term.

AFTER TERM.

Middlesex.		*London.*	
Monday.....	Feb. 2	Monday	Feb. 16

Court of Exchequer.

SITTINGS AT NISI PRIUS—IN TERM.

Middlesex.			
Tuesday	Jan. 13	Monday	Jan. 26
Monday.....	19		

No London sittings this Term.

AFTER TERM.

Middlesex.		*London.*	
Monday	Feb. 2	Monday	Feb. 16

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Dec. 12.

CUTTER and TURNER, attorneys and solicitors, Bedford-sq. Nov. 1. (William Henry Cutter and Edward Goldwin Turner)

Gazette, Dec. 16.

PHILP, WILLIAM ROBERT, and BEHREND, SAMUEL HENRY, attorneys and Solicitors, 8, Pancras-la. Dec. 10. Debts by Behrend

Bankrupts.

Gazette, Dec. 19.

To surrender at the Bankrupts' Court, Basinghall-st.

BULL, HENRY, solicitor's clerk, Aldridge-rd.villa, Westbourne-pk. Pet. Dec. 16. Reg. Murray. Sols. Lewis, Munns, and Co., Old Jewry. Sur. Jan. 13

TAYLOR, JOHN, victualler, St. Andrew's-hill, Doctors-commons. Pet. Dec. 15. Reg. Brougham. Sols. Nash, Field, and Co., Suffolk-la, Cannon-st

To surrender in the Country.

BENJAMIN, PHILIP, Great Dover-st, Borough. Pet. Dec. 17. Reg. Spring-Rice. Sols. Messrs. Brandon. Sur. Jan. 8

BOLTON, GEORGE EDWARD, farmer, Cainham. Pet. Dec. 16. Reg. Robinson. Sur. Jan. 6

BURCHBY, JOHN WRIGHT, auctioneer, Peterborough. Pet. Dec. 17. Reg. Gaches. Sur. Jan. 3

CURTEIS, EDWARD, gentleman, Lavenham. Pet. Dec. 13. Reg. Barnes. Sur. Jan. 3

DREW, —, merchant, Old Broad-st. Pet. Dec. 16. Reg. Brougham Sols. Hardwick and Holmes, Leadenhall-st. Sur. Jan. 9

JEALOUS, JOHN THOMAS, grocer, Whaplode Drove. Pet. Dec. 17. Reg. Partridge. Sur. Dec. 30

NEALE, MAUDE, Margate. Pet. Dec. 17. Reg. Callaway. Sur. Dec. 31

TERRELL, JOHN, farmer, Cardiff. Pet. Dec. 17. Reg. Langley. Sur. Jan. 15

Gazette, Dec. 23.

To surrender in the Country.

CAILLET, J., picture dealer, Manchester. Pet. Dec. 18. Reg Kay. Sur. Jan. 15

EYRE, JOHN, and EYRE, THOMAS, shoe manufacturers, Long Buckby. Pet. Dec. 19. Reg. Dennis. Sur. Jan. 3

LEIGH, THOMAS, farmer, Ashton-upon-Mersey. Pet. Dec. 18. Reg. Kay. Sur. Jan. 21

PRINGLE, JAMES, farmer, Morpeth. Pet. Dec. 18. Reg. Mortimer. Sur. Jan. 3

SMITH, SAMUEL BARTHOLOMEW, hotel manager, West Cowes, Isle of Wight. Pet. Dec. 16. Reg. Blake. Sur. Jan. 5

BANKRUPTCIES ANNULLED.

Gazette, Dec. 15.

BOWERS, JAMES, out of business, Windermere-rd, Upper Holloway. Nov. 4, 1873

RIDDIFORD, WILLIAM WALTER HATCH, timekeeper in the Royal Arsenal, Woolwich, Plumstead-common. Jan. 22, 1867

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Dec. 19.

ALCOCK, LUCY, farmer, Temple Ginting. Pet. Dec. 15. Jan. 5, at three, at office of Sol. Marshall, Cheltenham
ARCHER, DAVID, buckle manufacturer, Walsall. Pet. Dec. 16. Sol. Stanley, Walsall
ASHTON, CHARLES, hatter, Royal-hill, Greenwich. Pet Dec. 12. Dec. 27, at twelve, at the Chamber of Commerce, 145, Cheapside
ASHWORTH, JOHN, and HALSTEAD, RICHARD, joiners, Stacksteads. Pet. Dec. 13. Dec. 30, at half-past two, at the Wheat Sheaf inn, Manchester. Sols. Hall and Baldwin, Clitheroe
BAKER, THOMAS, silk agent, Nottingham. Pet. Dec. 15. Dec. 30, at twelve, at office of Sol. Richards, Nottingham
BARNARD, WILLIAM HENRY, tobacconist, Gloucester. Pet. Dec. 16. Jan. 2, at eleven, at office of Sol. Jaynes, Gloucester
BARTLETT, JOHN, and BARTLETT, WILLIAM, wholesale boot manufacturers, Wrington. Pet. Dec. 15. Dec. 31, at twelve, at Barnard, Thomas, Tribe, and Co., accountants, Albion-chmbs, Bristol. Sol. Perham
BATCHELOR, WILLIAM, bootmaker, Southborough. Pet. Dec. 13. Jan. 9, at ten, at office of Sol. Arnold, Tunbridge Wells
BERRY, JAMES, printer, Liverpool. Pet. Dec. 16. Jan. 6, at three, at office of Sol. Nordon, Liverpool
BEST, WILLIAM, out of business, New Grimesthorpe. Pet. Dec. 12. Jan. 7, at two, at office of Sol. Roberts, Sheffield
BLAKLAND, JAMES, farmer, Milton-next-Sittingbourne. Pet. Dec. 15. Jan. 1, at two, at the Bull hotel, Sittingbourne. Sol. Furley, Canterbury
BOYNS, HENRY, grocer, Penrith. Pet. Dec. 17. Jan. 1, at eleven, at office of Sol. Trythall, Penzance
BRASHAW, CHARLES EBENEZER, draper, Hilltop-in-Attercliffe. Pet. Dec. 12. Jan. 6, at one, at office of Sol. Roberts, Sheffield
BRENNER, GEORGE WILLIAM, commission merchant, Mansion-house-bldgs, Queen Victoria-st, and Milford Haven. Pet. Dec. 15. Jan. 12, at two, at the Inns of Court hotel, High Holborn. Sols. Randall and Archer, Gray's-inn-pl
BROWN, DAVID, labourer, Llanwonno. Pet. Dec. 16. Jan. 2, at one, at office of Sol. Beddoe, Aberdare
BROWN, JOHN BARNES, commercial traveller, Manningham. Pet. Dec. 15. Jan. 7, at three, at office of Sol. Hutchinson, Bradford
BULLOCK, WILLIAM HENRY, tailor, Doncaster. Pet. Dec. 4. Dec. 31, at twelve, at office of Sols. Shirley and Atkinson, Doncaster
BUTLER, HENRY, lodging house keeper, Brighton. Pet. Dec. 11. Jan. 1, at three, at office of Sol. Goodman, Brighton
COATES, FREDERIC GEORGE, and SHARP, JOHN, and GRANGER, THOMAS, warehousemen, Bristol. Pet. Dec. 16. Jan. 2, at twelve, at the Queen's hotel, Manchester. Sols. Messrs. Brittan
COCKBURN, CHARLES, sen., draper, Chatham. Pet. Dec. 17. Jan. 7, at two, at Ladbury, Collison, and Viney, Cheapside. Sols. Clapham and Fitch, Bishopsgate-st-without
COOPER, HENRY CLINTON, auctioneer, Upper St. Martin's-la. Pet. Dec. 11. Dec. 26, at ten, at Haxell's hotel, 370, Strand
CROASDELL, FREDERIC, and BROCKSOP, ARTHUR, wholesale cheesemongers, Park-st, Southwark. Pet. Dec. 13. Jan. 1, at two, at office of Sols. Linklater, Hackwood, Addison, and Brown, Walbrook
CRYDER, WILLIAM WETMORE, dealer in stocks, Gresham-house, and Queen's-gate, South Kensington. Pet. Dec. 17. Jan. 12, at two, at office of Sol. Clements, Old Broad-st
DAVIS, SAMUEL, vicualler, Alcester. Pet. Dec. 13. Jan. 1, at at twelve, at office of Sol. Jones, Alcester
DAVISON, GEORGE, shoemaker, Hawthorn. Pet. Dec. 16. Jan. 3, at three, at office of Sol. Bell, Sunderland
DEAN, GEORGE, boot dealer, Manchester. Pet. Dec. 17. Jan. 7, at three, at office of Sols. Aldleshaw and Warburton, Manchester
DYSON, JAMES, DYSON, WILLIAM, and DYSON, ABRAM, cotton doublers, Halifax. Pet. Dec. 17. Dec. 31, at two, at office of Sol. Leeming, Halifax
EDMONDS, JAMES, coal merchant, Nottingham. Pet. Dec. 9. Dec. 30, at twelve, at the Assembly Rooms, Nottingham. Sols. Everall and Turner
ELLIS, HENRY JAMES, general shopkeeper, Bury St. Edmund's. Pet. Dec. 17. Dec. 31, at ten, at the Angel hotel, Bury St. Edmund's. Sol. Walpole, Bury St. Edmund's
FOWLER, PHILIP HENRY, chemist, Bacup. Pet. Dec. 15. Jan. 6, at three, at the Dog and Partridge hotel, Manchester. Sol. Sykes
FUDGE, JAMES, innkeeper, Taunton. Pet. Dec. 17. Jan. 2, at twelve, at offices of Sols. Trenchard and Blake, Taunton
GOLDSMITH, GEORGE, carpenter, St. Leonard's. Pet. Dec. 15. Jan. 5, at two, at office of Cogswell, Gracechurch-st. Sol. Hicks, Annis-rd, South Hackney
GOODHALL, JOHN, wine merchant, Newport. Pet. Dec. 16. Jan. 5, at eleven, at office of Sol. Hooper, Newport
GOSSELL, HENRY, wholesale stationer, Tabernacle-row, City-rd. Pet. Dec. 17. Jan. 5, at eleven, at office of Sol. Perry, Guildhall chmbs, Basinghall-st
GREEN, JOSEPH, grocer, Great Yarmouth. Pet. Dec. 16. Jan. 6, at twelve, at Blake, accountant, Great Yarmouth. Sol. Palmer, Great Yarmouth
HALL, THOMAS, worsted spinner, Leeds. Pet. Dec. 17. Jan. 9, at eleven, at office of Sol. Gardiner, Bradford
HARLE, GEORGE, jun., engineer, Whitley. Pet. Dec. 16. Dec. 30, at twelve, at Messrs. Ridley, accountants, Newcastle. Sol. Thompson, Newcastle
HARRISON, CHARLES, grocer, Farndon, and Holt. Pet. Dec. 13. Jan. 2, at two, at offices of Sols. Messrs. Bridgman, Chester
HEASELDEN, JOHN, grocer, Hulme. Pet. Dec. 17. Jan. 10, at three, at the York hotel, Manchester. Sol. Ward
HOLDEN, WILLIAM JOHN, victualler, Aberavon. Pet. Dec. 15. Dec. 30, at three, at office of Sol. Tennant, Aberavon
HOLMES, WILLIAM HENRY, out of business, Tottenham-green. Pet. Dec. 15. Jan. 3, at twelve, at offices of Sol. Knox, Newgate-street
HOWARTH, JAMES, flock dealer, Littleborough. Pet. Dec. 16. Jan. 5, at three, at the Spread Eagle inn, Rochdale. Sol. Standring, Rochdale
HUGHES, JOHN, artist, Liverpool. Pet. Dec. 15. Jan. 5, at two, at the Clarendon Rooms, Liverpool. Sol. Williams, Liverpool
HUNT, JOHN, draper, Ipswich. Pet. Dec. 16. Dec. 31, at eleven, at office of Sol. Watts, Ipswich
JARVIS, DANIEL KENT, oilman, Princess-st, and Great James-st, Marylebone. Pet. Dec. 12. Dec. 29, at twelve, at Thwaites, Basinghall-st. Sol. Fulcher
JONES, DAVID, and ROBERTS, RICHARD HENRY LLEWELLIN, iron plate workers, Birmingham. Pet. Dec. 15. Jan. 9, at three, at office of Sols. Rowlands, Bagnall, and Rowlands, Birmingham
JOY, WILLIAM, batter, Bitton. Pet. Dec. 12. Dec. 31, at eleven, at office of Sol. Atchley, Bristol
KNOWLES, EDWARD, draper, Stockport. Pet. Dec. 15. Dec. 30, at eleven, at office of Sol. Burkinshaw, Stockport
LEON, LOUIS HORNTZ, and DAVIS, CASPER, tobacconists, Birmingham. Pet. Dec. 16. Jan. 1, at two, at offices of Sol. Maher and Poncia, Birmingham
LEWIS, THOMAS, grocer, Oswestry. Pet. Dec. 13. Jan. 2, at eleven, at the Osborne hotel, Oswestry. Sol. Jones, Oswestry.
MANLEY, WILLIAM, innkeeper, Uphill. Pet. Dec. 17. Jan. 8, at twelve, at the Saracen's Head inn, Bristol. Sol. Jones, Weston-super-Mare
MANN, MARTIN, mercantile clerk, Tufnell-pk-rd. Pet. Dec. 4. Dec. 29, at three, at office of Sol. Holmes, Eastcheap.
MARKLAND, EDWIN, chemist, Kelvedon. Pet. Dec. 12. Jan. 8, at one, at office of Sol. Smith, Denbigh-st, Pimlico, London
MASON, FREDERICK, carpenter, Birmingham. Pet. Dec. 15. Dec. 29, at ten, at offices of Sol. East, Birmingham
ODEY, THOMAS, cab proprietor, Elizabeth-st, Buckingham Palace-rd, Pimlico. Pet. Dec. 16. Dec. 31, at two, at office of Sol. Wilding, Titchborne-st, Edgware-rd
OWENS, WILLIAM, grocer, Pontprenllwyd, par. Pendaryn. Pet Dec. 13. Dec. 31, at one, at office of Sol. Beddoe, Aberdare.
PATCH, THOMAS, miller, Bradford Abbas. Pet. Dec. 15. Jan. 2, at two, at office of Sols. Messrs. Watts, Yeovil
POTTS, JOHN GREGORY, innkeeper, Witham. Pet. Dec. 13. Jan. 8, at two, at the Fleece inn, Colchester. Sols. Messrs. Digby, Maldon
QUINN, JOSEPH, egg dealer, West Derby, and Liverpool. Pet. Dec. 16. Jan. 7, at three, at office of Sol. Baxter, Liverpool
RUSHWORTH, JEREMIAH PHILLIPS, linen draper, Bradford. Pet. Dec. 15. Jan. 5, at three, at office of Sol. Hutchinson, Bradford
ROBERTS, ROBERT, builder, Penmaenmawr. Pet. Dec. 9. Jan. 2, at three, at the British hotel, Bangor. Sol. Williams, Rhyl
RUDLEN, HENRY, grocer, Rayleigh. Pet. Dec. 15. Jan. 10, at twelve, at the Crown inn, Rayleigh. Sols. Messrs. Digby, Maldon
SAWYER, WILLIAM SPENCER, merchant, Manchester. Pet. Dec. 17. Jan. 5, at three, at office of Sols. Atkinson, Saunders, and Co., Manchester
SIMPSON, HENRY, tailor, Widnes. Pet. Dec. 15. Jan. 5, at three, at office of Sol. Nordon, Liverpool.
STANTON, SAMUEL LEAR, grocer, Moxley, par. Wednesbury. Pet. Dec. 17. Jan. 5, at eleven, at office of Sol. Smith, Wednesbury
STRAGE, ROBERT, grocer, New North-rd. Pet. Dec. 16. Jan. 2, at two, at Izard and Betts, 46, Eastcheap. Sols. Carter and Bell, Leadenhall-st
SMITH, GEORGE, and SMITH, DAVID, cloth manufacturer, Guiseley. Pet. Dec. 13. Dec. 31, at two, at office of Sol. Carr, Leeds
SUNDERLAND, THOMAS, machinist, Birmingham. Pet. Dec. 16. Dec. 30, at three, at office of Sol. Parry, Birmingham
TIMPERLEY, THOMAS, grocer, Earlestown. Pet. Dec. 15. Dec. 30, at eleven, at office of Sol. Ridgway, Warrington
TONGE, MARY, TONGE, SAMUEL BARDSLEY, and TONGE, JOSHUA WILLIAM, grocers, Stalybridge. Pet. Dec. 17. Jan. 7, at eleven, at the Clarence hotel, Manchester. Sol. Buckley, Stalybridge
TYRER, THOMAS SAVAGE, jun., commission agent, Liverpool. Pet. Dec. 16. Dec. 31, at twelve, at offices of Sols. Fowler and Carruthers, Liverpool
WALLIS, GEORGE, out of business, Dunstable. Pet. Dec. 5. Jan. 1, at two, at the Railway inn, Dunstable. Sol. Burr, St. Mary's-sq, Paddington, London
WALMSLEY, DAVID, livery stable keeper, Preston. Pet. Dec. 17. Jan. 6, at four, at office of Sols. Buck and Dickson, Preston
WARBURTON, JOHN, decorator, Southport, and Manchester. Jan. 5, at three, at office of Sol. Simpson, Manchester
WATKINSON, ALFRED, oil merchant. Burnley. Pet. Dec. 15. Jan. 1, at three, at office of Sol. Hartley, Burnley
WEEKS, ALFRED, boot manufacturer, Langley-pl, commercial-rd-east. Pet. Dec. 15. Jan. 6, at two, at offices of Sols. Tilley and Liggins, Finsbury-pl-south
WHITE, SAMUEL THOMAS, GARDINER, CLEMENT, and GARDINER, EDMUND, general produce brokers, Bristol and Cardiff. Pet. Dec. 12. Jan. 1, at twelve, at Barnard, Thomas, Tribe, and Co., Albion-chmbs, Small-st, Bristol. Sols. Beckingham, Bristol, and Stanley and Wasbrough, Bristol
WILLIS, WILLIAM, grocer, Seaham-harbour. Pet. Dec. 12. Dec. 30, at four, at offices of Sols. Messrs. Wright, Sunderland

Gazette, Dec. 23.

AIRD, JOHN 'SPARK, cattle dealer, Whaley Bridge, Chester. Pet. Dec. 19. Jan. 7, at one, at the Joddrell Arms, Whaley Bridge. Sol. Law, Manchester
BAINES, MARTHA, widow, milliner, Huddersfield. Pet. Dec. 19. Jan. 3, at eleven, at offices of Sol. Bottomley, Huddersfield
BARKBY, LUKE, shoemaker, Leicester. Pet. Dec. 20. Jan. 8, at twelve, at offices of Sols. Fowler & Smith, and Warwick, Leicester
BARNETT, ALFRED JAMES, licensed victualler, Kidderminster. Pet. Dec. 18. Jan. 9, at three, at office of Sol. Corbet, Kidderminster
BIDGOOD, WALTER HENRY, auctioneer, Cardiff. Pet. Dec. 18. Jan. 8, at eleven, at office of Sol. Bielloch, Cardiff.
BILSBOROUGH, THOMAS, flannel merchant, Manchester. Pet. Dec. 19. Jan. 13, at three at office of Sols. Sale, Shipman, Sedden, and Sale, Manchester
BRADFORD, JOHN BENJAMIN, and PULLEN, HENRY, brass founders, Leeds. Pet. Dec. 18. Jan. 5, at two, at offices of Sols. Simpson and Burrell, Leeds
BROWN, JOHN, sen., and BROWN, JOHN, jun., corn dealers, Penrith, Pet. Dec. 17. Jan. 7, at three, at office of Sols. Cant and Fairer, Penrith
BURGESS, JOSEPH, farmer, Tarporley. Pet. Dec. 18. Jan. 5, at two, at offices of Cartwright, solicitor, Chester
CHAMBERS, WILLIAM, oilman, Castle-rd, Kentish-town. Pet. Dec. 18. Jan. 5, at one, at office of Sol. Johnson, High-street, Marylebone
CHANDLER, RICHARD THOMAS, draper, Stafford. Pet. Dec. 18. Jan. 8, at eleven, at office of Marris, accountant, Birmingham. Sol. Bowen, Stafford
COATES, FREDERIC GEORGE, SHARP, JOHN, and GRANGER, THOMAS, drapers, Bristol. Pet. Dec. 19. Jan. 8, at twelve, at office of Messrs. Williams, accountants, Bristol. Sols. Messrs. Brittan
COLE, JOHN THOMAS, Thaxted, and COLE, JOSHUA GEORGE, Great Dunmow, builders. Pet. Dec. 16. Jan. 8, at twelve, at the Green Dragon hotel, Bishopsgate-st, London. Sol. Snell, Great Dunmow
CONN, WILLIAM, engineer, York. Pet. Dec. 19. Jan. 7, at eleven, at office of Sol. Calvert, Lendal
COOK, HENRY FRANCIS, grocer, Eastbourne. Pet. Dec. 17. Jan. 12, at three, at office of Sol. Chamberlain, Basinghall-street, London
COXON, JOHN, baker, Gibson-st, Waterloo-rd. Pet. Dec. 8. Jan. 5. at three, at offices of Sol. Ody, Trinity-st, Southwark
DANCE, JOHN, out of business, Birkenhead. Pet. Dec. 18. Jan. 14, at two, at office of Ford, 31, The Temple, Liverpool. Sol. Crozier, Liverpool
DAVIES, STEPHEN EDWARD, licensed victualler, Birmingham. Pet. Dec. 16. Jan. 5, at eleven, at the Union hotel, Birmingham. Sol. Shakespeare, Oldbury
DE CHASTELAIN, CHARLES EMANUEL JOHN, picture dealer, Buckingham Palace-rd. Pet. Dec. 18. Jan. 6, at twelve, at office of Sol. Crump, King-st, Cheap-side
DICKINSON, WILLIAM, builder, Seacombe. Pet. Dec. 17. Jan. 5, at twelve, at offices of Richarson, Oliver, Jones and Billson, 10, Cook-st, Liverpool
DOLAN, MARK, ironmonger, Liverpool. Pet. Dec. 20. Jan. 8, at two, at office of Sol. Hughes, Liverpool
DUDD, WILLIAM, grocer, Clevedon. Pet. Dec. 20. Jan. 5, at twelve, at offices of Sols. Henderson, Salmon, and Hendersons, Bristol
EDWARDS, HOLLAND, secretary, Devonshire-rd, Holloway. Pet. Dec. 19. Jan. 5, at four, at office of Sol. Wells, Paternoster-row
ELLISTON, FREDERICK HOLMES, auctioneer, Southampton. Pet. Dec. 17. Jan. 3, at twelve, at offices of Edmonds, Davis, and Clark, 29, High-st, Southampton. Sol. Leigh, Southampton
EVANS, DAVID MORIER, newspaper proprietor, Serjeant's-inn, Fleet-st; Birchin-la; Finch-la; and Albion House, King Edward's-rd, South Hackney. Pet. Dec. 19. Jan. 12, at two, at office of Sol. Beddall, Bishopsgate-st
EVANS, JOSEPH, jobmaster, Buckingham Palace-rd. Pet. Dec. 10 Dec. 31, at twelve, at office of Sol. Crump, King-st, Cheapside
EVANSON, EDWARD, and GOULDER, EDWIN, builders, Radford, and Nottingham. Pet. Dec. 17. Jan. 6, at twelve, at offices of Sols. Nelsons, Nottingham
FARNDALE, GEORGE, chemist, Middlesborough. Pet. Dec. 17. Jan. 5, at eleven, at the Temperance hotel, Middlesborough. Sol. Bainbridge, Middlesborough
FORGHAM, GEORGE, bootmaker, Wednesbury. Pet. Dec. 18. Jan. 2, at three, at office of Sol. Ebsworth, Wednesbury
FOX, THOMAS, chemist, Keighley. Pet. Dec. 20. Jan. 5, at three, at office of Terry and Robinson, Bradford. Sol. Hodgson, Keighley
FRANCIS, CHARLES, builder, Harpurhey. Pet. Dec. 18. Jan. 8, at two, at offices of Sols. Messrs. Chew, Manchester
FREEMAN, EDWARD, farmer, Lichfield. Pet. Dec. 20. Jan. 5, at twelve, at the Old Crown hotel, Lichfield. Sols. Barnes and Russell
GAETANO, SEMENZA, Gresham-house. Pet. Dec. 18. Jan. 8, at two, at office of Messrs. Turquand, Tokenhouse-yd. Sol. Cooper, Billiter-st, E.C.
GARBETT, JAMES PHILIP, builder, Great Yarmouth. Pet. Dec. 19. Jan. 13, at twelve, at office of Blake, accountant, Great Yarmouth. Sol. Palmer, Great Yarmouth
GILBEY, WILLIAM, fish merchant, Lowestoft. Pet. Dec. 18. Jan. 8, at two, at office of Sols. Chamberlain and Diver, Great Yarmouth
GRAMMER, JOHN, provision merchant, Brompton-rd, and Fulham-rd. Pet. Dec. 18. Jan. 7, at two, at office of Sol. Brown, Basinghall-st
GRANT, RICHARD, house decorator, Crewford-st, Marylebone. Jan. 8, at ten, at the Goldhawk tavern, Goldhawk-rd, Hammersmith
GREGORY, FRANCIS JAMES, publican, Cheltenham. Pet. Dec. 12. Dec. 29, at a quarter-past ten, at office of Sol. Boodle, Cheltenham
GWINNELL, FREDERICK PROCTOR, grocer, Cheltenham. Pet. Dec. 15. Dec. 31, at a quarter-past ten, at office of Sol. Boodle, Cheltenham
HAWORTH, ENOCH, grocer, Accrington. Pet. Dec. 16. Jan. 5, at three, at office of Sols. Addleshaw and Warburton, Manchester
HENKEL, HENRY, commission merchant, Circus-pl, Finsbury. Pet. Dec. 18. Jan. 13, at three, at offices of Sols. Lewis, Munns, and Longden, Old Jewry
HILL, JAMES, baker, Trowbridge. Pet. Dec. 15. Jan. 1, at one, at office of Sol. Shrapnell, Trowbridge
HODGSON, HENRY, and HODGSON, WILLIAM CLAPHAM, builders, Leeds. Pet. Dec. 18. Jan. 10, at twelve, at office of Sols. Bond and Barwick, Leeds
HODGSON, JOSEPH, licensed victualler, Bristol. Pet. Dec. 17. Jan. 5, at three, at office of Hancock, Trigge, and Co., public accountants, Bristol. Sol. Alman, Bristol
JONES, LEWIS, grocer, Llanelly. Pet. Dec. 20. Jan. 5, at eleven, at 5, Spilman-st, Carmarthen. Sol. Howell, Llanelly
JONES, THOMAS, commission agent, Bow-la. Pet. Dec. 13. Jan. 12, at three at offices of Sols. Harcourt and Macarthur, Moorgate-st
JORDAN, TIMOTHY, grocer, Derby. Pet. Dec. 18. Jan. 8, at three, at offices of Sol. Leech, Derby
KIRKLAND, PENELOPE, dealer in Berlin wool, Leamington. Pet. Dec. 15. Jan. 6, at one, at 4, Lower-parade, Leamington Priors. Sol. Stockton, Banbury
KINDER, WILLIAM, upholsterer, Peterborough. Pet. Dec. 17. Jan. 9, at eleven, at office of Sol. Gaches, Peterborough
LEAH, WILLIAM, paperhangings merchant, Manchester. Pet. Dec. 20. Jan. 7, at three, at offices of Sols. Payne and Galloway Manchester
LEWIS, DAVID, innkeeper, Talywain, par. Trevethin. Pet. Dec. 17. Jan. 3, at ten, at the Crown hotel, Pontypool. Sol. Morgan, Newport
LINTOTT, EDWARD, coachbuilder, Maidstone. Pet. Dec. 17. Jan. 5, at one, at the Bell hotel, Maidstone. Sol. Mempes, Maidstone
LISTER, ALFRED, clog maker, Rochdale. Pet. Dec. 18. Jan. 2, at three, at office of Sol. Lawton, Manchester
LONSDALE, RICHARD, grocer, Butcher-row, Ratcliff. Pet. Dec. 11. Dec. 30, at twelve, at Mullen's hotel, Ironmonger-la. Sol. King, Walbrook
LUCAS, JOHN, farmer, Gateforth, near Selby. Pet. Dec. 18. Jan. 5, at three, at offices of Sols. Davies and Brook, Warrington
MARTIN, FREDERICK HENRY, tobacconist, Bath. Pet. Dec. 20. Jan. 5, at three, at office of Sol. Wilton, Bath
MCCRUMMON, FARQUHAR, commission agent, Manchester. Pet. Dec. 20. Jan. 10, at one, at the Swan hotel, Manchester. Sol, Ward
MCFARLAN, THOMAS, farmer, Middleton. Pet. Dec. 18. Jan. 6 at three, at office of Sol. Chorlton, Manchester
MEAGHER, CHARLES FRANCIS, licensed victualler, Newcastle-upon-Tyne. Pet. Dec. 19. Jan. 2, at three, at offices of Sol., Sewell, Newcastle-upon-Tyne
MONTEJO, URBANO, merchant, Billiter-st. Pet. Dec. 10. Dec. 30, at twelve, at office of Messrs. Harding, Old Jewry. Sols. Ayles and Rawlins, Gracechurch-st
MOORE, GEORGE MARMADUKE, out of business, Waterford. Pet. Dec. 19. Jan. 9, at three, at offices of Sols. Forshaw and Hawkins, Liverpool
MORRIS, DAVID JOHN, builder, Rugeley. Pet. Dec. 16. Jan. 1, at three, at offices of Sol. Crabb, Rugeley
MORRIS, WILLIAM, chemist, Worcester. Pet. Dec. 17. Dec. 31, at three, at offices of Sol. Tree, Worcester
MOULSON, THOMAS, warp sizer, Oldham. Pet. Dec. 20. Jan. 6, at three, at office of Sol. Sampson, Manchester
OSBORN, WILLIAM, carpenter, Falmouth. Pet. Dec. 18. Jan. 5, at three, a toffices of Sol. Jenkins, Falmouth
PARKER, JAMES JORDAN, innkeeper, Ealing. Pet. Dec. 17. Jan. 8, at two, at office of Sol. Best, Southampton
PARR, JOHN, joiner, Liverpool. Pet. Dec. 19. Jan. 5, at three, at offices of Sols. Teebay and Lynch, Liverpool
PARSONS, EDWARD, grocer, Brentwood. Pet. Dec. 17. Jan. 8, at three, at 23, Long-la, West Smithfield, London. Sol. Hubbard
PAYNE, RICHARD, pianoforte dealer, East Grinstead. Pet. Dec. 19. Jan. 5, at four, at the Crown hotel, East Grinstead. Sols. Stone and Simpson, Tunbridge Wells
PILKINGTON, JOHN, tailor, Burnley. Pet. Dec. 18. Jan. 2, at three, at offices of Pollard, 16, Ormerod-st, Burnley. Sol. Wilding, Burnley
PINCHBECK, GEORGE, engineer, Brunswick-villas, Hammersmith Pet. Dec. 13. Jan. 2, at three, at office of Sol. Cooper, Charing-cross
PRESS, JOHN, grocer, Dunstable-ter, Marsh-gate, Richmond. Pet. Dec. 20. Jan. 12, at ten, at office of Sol. Steadman, Coleman-st
RACE, DANIEL, cheesemonger, Canonbury-la, Islington. Pet. Dec. 9. Jan. 1, at three, at offices of Sol. Ody, Trinity-street, Southwark
RIDSDALE, ELIZABETH, lithographic printer, Bradford. Pet. Dec. 16. Jan. 5, at eleven, at office of Sols. Terry and Robinson, Bradford
ROBERTS, JOSEPH, boot manufacturer, Tipton. Pet. Dec. 17. Jan. 5, at three, at office of Sol. Sheldon, Wednesbury
ROTHWELL, EDWARD, surveyor, Winwick, near Warrington. Pet. Dec. 19. Jan. 6, at three, at office of Davies and Company, Bewsey-chmbs, Bewsey-st, Warrington. Sols. Davies and Brook, Warrington
SAGE, JAMES, cheesemonger, Queen's-ter, Kilburn. Pet. Dec. 20. Jan. 7, at two, at office of Sol. Mc Millin, Bloomsbury-sq
SALTWELL, ROBERT HENRY, oilman, College-pl, Lewisham. Pet. Dec. 16. Jan. 5, at two, at office of Sol. Norris, Acton-st, Gray's-inn-rd
SAUNDERS, HENRY, gentleman, Kidderminster. Pet. Dec. 20. Dec. 30, at three, at Baxter-chmbs. Church-st, Kidderminster. Sol. Corbet
SEDDON, JOHN, grocer, St. Helen's. Pet. Dec. 19. Jan. 6, at two, at office of Mather, 4, Harrington-st, Liverpool. Sols. Barrow and Cook, St. Helen's
SELLERS, WALTER, electro plater, Birmingham. Pet. Dec. 19. Jan. 5, at eleven, at office of Sol. Eaden, Birmingham
SEYMOUR, FREDERICK HENRY, out of business, High-street, Notting-hill. Pet. Dec. 20. Jan. 6, at eleven, at offices of Kent, Flaxman, Haydon, and Co., 55, Basinghall-st, accountants. Sol. Bradford. Langbourn-chmbs, Fenchurch-st
SHAW, EMMA, beer retailer, Manchester Pet. Dec. 19. Jan. 15, at three, at the Falstaff hotel, Manchester. Sol Law, Manchester
SMART, WILLIAM, innkeeper, Upper Machen. Pet. Dec. 18. Jan. 6, at eleven, at office of Sol. Gibbs, Newport
STIRLING, ROBERT, licensed victualler, Approach-rd, Victoria-pk. Pet. Dec. 19. Jan. 8, at quarter-past ten, at the Victoria tavern, Morpeth-rd, Bethnal-green. Sol. Long, Lansdown-ter. Victoria-pk
SYKES, JOHN, woollen manufacturer, Huddersfield and Longwood. Pet. Dec. 17. Jan. 7, at three, at office of Sols. Messrs. Learoyd, Huddersfield
TATE, SUSANNAH, dressmaker, Halifax. Pet. Dec. 20. Jan. 5 at three, at office of Sol. Leeming, Halifax
TERRY, GEORGE HENRY, grocer, Mirfield. Pet. Dec. 20. Jan. 9, at three, at the Great Northern hotel, Leeds. Sols. Robinson and Johnson
VALE, WILLIAM, licensed victualler, Stourbridge. Pet. Dec. 18. Jan. 3. at twelve, at office of Sol. Price, Stourbridge
VAUGHAN, EDWARD, builder, Colveston-cr-s, Ridley-rd, and Birkbeck-rd, Kingsland. Pet. Dec. 8. Jan. 1, at two, at the Guildhall Coffee-house, Gresham-st. Sol. Goatly, Bow-street, Covent-garden
VERNON, WILLIAM, manager of the Central Working Men's Club, Nottingham. Pet. Dec. 18. Jan. 12, at eleven, at office of Sol. Brown, Nottingham
WALKER, HUGH, baker, Colby-ter, Upper Norwood. Pet. Dec 13. Jan. 1, at three, at office of Sol. Cooper, Charing-cross
WALTERS, STANLEY, farmer, Maveeyn Ridware. Pet. Dec. 15. Dec. 31, at twelve, at the Uhadwick's Arms inn, Ridware. Sol. Palmer, Rugeley
WARD, THOMAS, hotelkeeper, Tewkesbury. Pet. Dec. 18. Jan. 6, at eleven, at office of Sols. Moores and Romney, Tewkesbury
WESTGATE, ROBERT, outfitter, Westow-hill, Upper Norwood, and Beckenham. Jan. 7, at two, at office of Sol. Cotton, Coleman-st
WHITLOCK, ROBERT TASS, cheesemonger, Lower-marsh, Lambeth. Pet. Dec. 16. Jan. 13, at two, at office of Sols. Wood and Tinkler, Leadenhall-st

BIRTHS MARRIAGES AND DEATHS

BIRTHS.

LEIGH.—On the 20th inst., at The Yews, Beaminster, Dorset, the wife of Mr. R. Leigh, solicitor, of a son.
MILLAR.—On the 21st inst., at 59, Kensington-gardens-square, the wife of F. C. J. Millar, of the Inner Temple, barrister-at-law, of a son.
ROLLIT.—On the 14th inst., the wife of A. K. Rollit, LL.D., solicitor, Hull of a daughter.
WOODARD.—On the 13th inst., at Manchester, the wife of M. F. Woodard, barrister-at-law, of a son.

DEATH.

WOODTHORPE.—On the 19th inst., at Haverstock-hill, aged 58, F. Woodthorpe, Esq., late Town Clerk of the City of London.

To Readers and Correspondents.

Anonymous communications are invariably rejected.
All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.

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NOTICE.

THE LAWYER'S ALMANAC *for 1874 will be presented to our Subscribers with our next number.*

The Law and the Lawyers.

THE number of cases which may be, and often are, cited upon the construction of wills, is absolutely appalling, and it is a relief to find the vigorous mind of the MASTER of the ROLLS developing all the energies characteristic of new brooms, and attacking the practice which has so long prevailed. In the case of *Waring* v. *Currey*, before him on the 10th ult., Sir GEORGE observed "with reference to a case cited in argument, that the rules as to the construction of wills had often been departed from, and that he should adhere to the principles laid down by Lord WENSLEYDALE in *Grey* v. *Pearson* (6 H. of L. Cas. 61, 108), and should in such cases always endeavour to prevent counsel citing authorities on the construction of other wills, except where some principle was laid down or where some technical terms were defined or explained." The inconvenient habit which is thus to receive a check prevails also in the United States, and we met with a case recently in which counsel on each side cited authorities which would have filled one of these columns printed in small type. Several hours must have been occupied in mere citation, and the mental condition of the Bench at the close of the argument may perhaps be imagined. It is an evil that our law is so largely made up of cases, but nothing tends so much to make the law uncertain as the unnecessary introduction of decisions and dicta into arguments intended to instruct the court and facilitate their labours.

A CONTRIBUTOR sends us the following with reference to a matter arising in his practice: "A question of considerable difficulty arose a short time ago, and one upon which there seems to be some conflict in the decided cases. A testator devised real estate to his daughter "for the term of her natural life, and for her separate use, without power of anticipation;" and, "if she shall die before attaining the age of twenty-one years, *or* without leaving lawful issue," he devised the property to another daughter. Is this devise to be construed as a fee to the first-named daughter, determinable upon her decease under the age of twenty-one years, or without leaving issue; or as raising by necessary implication an estate tail in her, or as simply an estate for life? If we adopt the first construction, the words limiting the estate to her life must be taken in strict connection with the clause for the separate use as indicating the period during which the restriction upon alienation and anticipation is to operate, and not as words of limitation confining the estate to the life of the devisee. And by such a construction the absurdity is removed of making a life estate determinable on death without issue or under twenty-one; and probably the testator's intention would be best effectuated thereby. The case of *Ex parte Rogers* (2 Madd. 449) is an authority in favour of the second view, though that was a cause of personalty. That case, however, seems now to be of doubtful authority, though it has never been expressly overruled: (See *Sparkes* v. *Restall*, before Lord ROMILLY; *Doe d. Bamfield* v. *Wetton*, 2 Bos. & Pul. 324; *Ranelagh* v. *Ranelagh*, 12 Beav. 200; and in *Lee* v. *Bask*, 2 De G. M. & G.) CRANWORTH, L.J., expressed doubt as to whether *Ex parte Rogers* was law. It would probably not be followed unless the circumstances were precisely similar. But the very peculiarity of these cases is that the same circumstances scarcely ever repeat themselves without some slight variation. And in later cases the courts have shown great reluctance to modify the words of wills: (See *Grey* v. *Pearson*, 6 H. of L. 61.) It is difficult to see how the rigid interpretation in some of the above cited cases can be reconciled with the general indulgence shown to testators, and the words of Jarman (3rd edit. p. 527) "when the language of the will necessarily confines the interest of the parent to his life, the courts will lay hold of slight circumstances to raise a gift in the children." And if, as in so many other cases, the word "or" be construed as "and," further difficulties may arise—the daughter might attain twenty-one and die, without leaving issue, or she might die under twenty-one, and leave issue; in either of these cases the gift over to the second daughter would be defeated.

THE *Times* seems to have taken a somewhat unusual course with regard to the vacancy created on the Irish Bench by the death of Chief Baron PIGOT. The manner in which the Judges of Ireland who can be considered to have any chance of promotion are weighed, and their merits discussed, is about as singular as anything which we remember; and the conclusion of the writer puts the Government in a position which must prove uncomfortable if the influence of the *Times* is worth anything. In the first place rightly enough it is suggested that the Government may save £4000 a year by promoting a puisne Judge; which, then, shall be promoted? The *Times* discovers that although Baron FITZGERALD is a most able Judge, he was "unluckily, during his political career, a Conservative," whilst "his juniors, Barons DEASY and DOWSE, were both Liberals." We trust that it is not meant to suggest that changes in the positions of men already on the Bench—changes of no political aspect whatever—are to be governed by considerations of the political creeds of individuals years ago. The *Times* evidently thinks that they are, for it goes on to observe that "the pretentions of Mr. Justice FITZGERALD—a Liberal well known during his party career, and *no relative of his Conservative* namesake in the Exchequer" (as if even *relationship* with a Conservative might operate prejudicially!)—"are commanding." Our contemporary, however, concludes thus: "Upon the whole it may be said that the competition for the vacant place lies between the ATTORNEY-GENERAL, Mr. Justice FITZGERALD, and Baron FITZGERALD. If the Ministry decide upon taking into consideration official pretensions only, and decline to introduce those economies which are plainly needed into the Irish judicial expenditure, they will promote Mr. PALLES. If, still regarding party claims as paramount

they incline to economy and efficiency combined, they will promote Mr. Justice FITZGERALD. If they can persuade themselves to set aside political prejudices altogether, and to be guided only by the interests of suitors and the wishes of the Profession, by a regard for long services and eminent ability, they will promote Baron FITZGERALD, than whom no worthier successor of the late CHIEF BARON could be chosen from the ranks of the Irish Bench or Bar." How can Mr. GLADSTONE possibly appoint anybody but Baron FITZGERALD after that? The feeling in Ireland is nevertheless very strong that the judicial strength of the country ought not to be weakened. On the whole the Government is placed in an awkward difficulty by the death of the CHIEF BARON.

A SOMEWHAT novel application was made to the County Court Judge of Birmingham on the 18th ult. An action being brought upon a dishonoured bill, the defendant gave notice of a special defence, which was that he had filed a petition for liquidation, and that his creditors had had a first meeting and passed the usual resolution, and appointed a trustee. No notice of the meeting had been given to the plaintiff, and he had not attended, and he claimed to be entitled to go behind the resolution. His Honour intimated that he had power under 289 of the Bankruptcy Rules to restrain the plaintiff from proceeding with the action, and he seemed disposed to make an order there and then. It was suggested, however, that an application to him sitting in Bankruptcy was necessary, and he thereupon adjourned the case to enable such application to be made. The position of the creditor in the County Courts is even more disadvantageous than it is in the Superior Courts. County Court Judges being Judges in Bankruptcy, and adjourning causes from court day to court day, frequently upon slender pretexts, it becomes a matter of impossibility for a creditor to reap the fruits of his diligence if before he gets to trial the debtor liquidates. In the case at Birmingham the resolution was clearly irregular, but the plaintiff was delayed to enable the debtor to call another meeting and pass a proper resolution and obtain a restraining order. This is carrying the power of restraint very far.

THE YEAR 1873.

THE year which has just closed was a remarkable year from a legal point of view. The judicial system which has been the growth of centuries—the great division between equity, the offspring in its recent developments of the power arrogated to themselves by successive Lord Chancellors, and law, the creature of custom and statute extended and explained by judicial decision—has been swept away by the strong hand and overwhelming influence of a Lord Chancellor who accomplished his reform while still a novice in his high office. The Profession and the public during the last twenty years had welcomed small innovations in the respective jurisdictions, the introduction of common law remedies into Chancery, and of equitable defences into common law, without venturing to contemplate the fusion of equity and law. And perhaps the most remarkable circumstance connected with the great measure of reform which will render ever memorable in our legal history the year 1873, is that it does not on its face enact a fusion of two branches of jurisprudence. Its noble and learned author foresaw that if he were to propose to merge the courts and shuffle the Judges together, and submit all questions upon our different laws to courts so merged, there would be an outcry based on reason which might imperil the success of the measure. With a prudence which many Chancellors of perhaps a higher order of genius than Lord Selborne have lacked, he preserved existing courts and their Judges, keeping the courts distinct even in their nomenclature, and providing for the business to run almost precisely in the grooves in which it has run hitherto.

We feel that when the magnitude of the Judicature Act is regarded, all other measures sink into comparative insignificance. At any other time the Railway and Canal Traffic Act, which took away an important jurisdiction from a common law court, and gave it to commissioners, would have been looked upon as a very important measure—much as the Election Petitions Act of 1868 was considered, seeing that it took from the House of Commons the exercise of important judicial functions, and transferred it to the common law Judges. And the Act of this year is undoubtedly one of great moment, as it seems to facilitate the redress of grievances alleged by and against the great carrying companies of this country. The general legislation of the session we have already noticed in these columns, and we do not propose to carry our readers over the ground again.

Next in importance to the great change in the judicial system of this country is the operation of death and promotion in the ranks of the Judges and the Bar. The death roll for this year exhibits the names of men who could ill be spared. One of the greatest lawyers England ever saw was lost to our court of ultimate appeal in the person of Lord Westbury. The Court of Chancery had scarcely been adorned by the elevation of Sir John Wickens, one of the most scholarly, accomplished, and able men of his generation, before illness incapacitated him to perform the duties of his office, and in a short time terminated fatally. The Court of Common Pleas lost its Chief Justice, who, while more distinguished at the Bar than on the Bench, was a painstaking and conscientious Judge, and particularly capable in presiding over his Court at Guildhall, which at the time of his appointment was a favourite tribunal for the trial of heavy commercial causes. The Court of Exchequer sustained a serious loss in the retirement of Baron Channell, who died shortly after. An Irish Judge of eminence, Chief Baron Pigot, died at the close of the year; and this completes the list of our judicial losses. Dr. Lushington, for a long period Judge of the Court of Admiralty, died during the year, but he had previously retired from all judicial duties. The other lawyers of position or note abroad and at home, who must be named as having been lost to us, are: Chief Justice Chase (of the United States), Mr. T. Chisholm Anstey, the Hon. Sir George Rose (ex-Judge of the Court of Review), Mr. Thomas Tomlinson, Q.C., Mr. James R. Hope-Scott, Q.C., Mr. T. H. Haddon, Sir Wm. Alexander, attorney-general to the Prince of Wales, Mr. Serjeant Bellasis, Mr. Serjeant O'Brien, Mr. Edward Masson (formerly Attorney-General for Greece), Mr. Dominick M'Causland, Q.C., Mr. Edmund FitzMoore, Q.C., and the Hon. William Jardine, Judge of the High Court of the North-Western Provinces of India.

The changes in the Bench and Bar by promotion have been gradual, but in one sense remarkable. When we say gradual, we intend to indicate that Government has not made any appointment until the very last moment. By the retirement of Lord Romilly from the Mastership of the Rolls it became necessary to appoint a successor. With some motive, never thoroughly comprehended by the Profession and the public, Lord Selborne assumed the functions of a Judge of first instance, and transacted for a considerable period the business of the court. At length Sir George Jessel was appointed, thereby, although not necessarily, removing from the House of Commons a politician having little influence as a law officer, and who had particularly distinguished himself as the uncompromising opponent of reform in legal education. The Rolls Court proved to be for him a congenial sphere, and the appointment was universally acknowledged the only one which could properly be made. On the retirement of Baron Channell, Mr. Pollock, Q.C., was raised to the Bench in the Court of Exchequer; and the death of Vice-Chancellor Wickens made an opening on the Equity Bench to which the stuffgownsman in the largest practice at the Equity Bar was promoted, and Sir Charles Hall has proved himself to be a capable Judge.

The promotion of Sir George Jessel vacated the office of Solicitor-General, to which, after considerable delay, as usual, a member of the Bar and the House of Commons who had distinguished himself for his ability and independence, was selected, in the person of Mr. Henry James. The Government having sustained a succession of reverses in the constituencies, the re-election of their Solicitor became a matter of vital importance, and rarely has the contest on the re-election of a law officer proved so exciting. The solicitor was re-elected, but when the year closed the return was still threatened by petition. Within a few weeks of Mr. James's appointment and re-election, the Attorney-General (Sir John Coleridge) was raised to the vacancy created by the death of Chief Justice Bovill, and Mr. James became Attorney-General. This rapid rise of one whose reputation at the Bar had not been of the highest order, but who had been known as a shrewd lawyer and clever speaker, is perhaps unparalleled, and deserves a prominent position in the facts of the year. The Solicitor-Generalship vacated by him was filled by the appointment of Mr. Vernon Harcourt, an accomplished debater but not a practical lawyer. Sir John Coleridge, soon after his elevation to the Bench, was further elevated to the House of Lords, to which assembly he will add judicial strength for the remaining period that it will be required, and debating power of an essentially aristocratic order.

The business transacted in our courts has been such as to call for little observation. In the Queen's Bench a trial at bar has been in progress for more than half the year, keeping at work all the long vacation three learned Judges and a strong Bar. The case which has occupied the attention of the court is in itself extraordinary, but it has been embellished with forensic asperity and impudence which will make it a subject of curiosity and wonder to coming generations. The case will further be considered as proving the extremely useful purpose which is served by our system of trial by jury, for twelve men have evinced an amount of intelligence and practical knowledge which has done much to facilitate the just determination of the most gigantic prosecution which has ever encumbered a court of law.

It must be considered that speaking generally the legal business in the country has declined, whilst, we believe, both branches of the Profession have considerably added to their numbers. Vigorous measures have been taken during the year by the solicitors to improve the Incorporated Law Society and to bring within it, or into action with it, the important law societies of the provinces. The agitation for improved legal education, which lay dormant during the passage of the Judicature Act, was revived by a deputation to the Lord Chancellor at the close of the year, and promises to lead to legislative action with reference to the Inns of Court.

Here we think we may close the review of the year. The

wisdom of the great change which that year inaugurated will be tested in the immediate future, and to that future it is impossible to look without some anxiety, but nevertheless with great interest and confidence in the power and efficiency of our tribunals.

DUTIES PAYABLE BY REASON OF DEATH.

(*Continued from p.* 141.)

THE fourth case to which we shall refer, viz., *Solicitor-General* v. *Law Reversionary Interest Society*, relates to the Succession Duty Act, and the facts of which as reported are as follows: A testatrix by will dated in 1839, devised her real estates to trustees upon trust for her cousin T. for life, with remainder for T.'s children, and in default of children, for W. in fee. W. was a cousin of the testatrix; or, if we may be excused for using the phrase, a 5 per cent. relation. W. first mortgaged his reversion to the defendants, and subsequently conveyed his equity of redemption to trustees for them. W. died in 1870, and T. died, without issue, in 1872, whereupon the defendants became entitled to the possession of the real estate. The Crown claimed the payment from the defendants of succession duty upon the capital value of the property at the rate of 5 per cent. upon the ground that they were successors, and being a body corporate, were liable to have the duty assessed upon the capital in pursuance of sect. 27, the rate being settled by sect. 15. The defendants contended that the 27th section applied to those cases only in which they took real property "as successors," and not as purchasers, that they were not successors within the meaning of the second, the defining section, that the 15th, 20th, 42nd, and 44th sections clearly referred to successors as persons who could not be purchasers, and that as W. was, therefore, the successor, and he had died, no duty was payable by them, as W. would never have been liable to any duty, or at all events that they were only liable to the payment of such duty as would have been payable by the heir at law of the alienor, and upon the basis of his life under sect. 21, but that the Crown had not pointed out the heir at law, so that the rate could not possibly be fixed, as that must be decided by his relationship to W., from whom he would have taken the property by devolution. The court decided that the defendants must pay the duty as claimed by the Crown, as they were within the meaning of the 27th section of the Act, having had a succession vested in them by alienation.

We consider the decision in the last-mentioned case to have been erroneously given. We cannot agree that a purchaser is a successor, nor can we conceive that a purchaser should have to pay any duty to which his vendor, the person originally entitled, would not have been liable. Under sect. 2, to make a person a successor, he must become entitled to the property "either originally or by way of substitutive limitation," and to show that the framers of the Act did not consider that a purchaser came within sect. 2, we have only to refer to the first part of sect. 15, which provides that in case at the time appointed for the commencement of the Act any reversionary property expectant on death shall be vested by alienation or other derivative title in any person *other* than the person who shall have been *originally entitled* thereto under any such disposition or devolution as is mentioned in the 2nd section of this Act, then the person in whom such property shall be so vested shall be chargeable with duty in respect thereof *as* a succession at the same time and at the same rate as the person so originally entitled *would* have been chargeable with *if* no such alienation had been made or derivative title created. The above, we think, clearly explains what person was intended to be pointed at by the use of the word "successor," viz., the person originally entitled, and it further shows that a purchaser was not considered a successor, as it was thought necessary to make him chargeable with duty which would clearly have been unnecessary if he had been within the 2nd section. We have no hesitation, therefore, in saying that in cases of alienation of reversionary property before the commencement of the Act, no duty would have been payable by the purchaser but for the 15th section, as he is not a successor, because he was not originally entitled, and his vendor was not a successor, because at the commencement of the Act he was not beneficially entitled. Where reversionary property has been sold by the original owner since the commencement of the Act the case is somewhat different. So soon as the Act began the original owner became a successor, and his property became a succession, and in referring to such original owner and his property the second part of the 15th section uses the words successor and succession, but such part speaks of the purchaser as "any other person," not any other successor; the 20th section speaks of "the successor or any person claiming in his right or on his behalf," "in his right" clearly referring to purchasers, and the 42nd and 43rd sections speak in a similar manner; the 44th section speaks of the person in whom the property shall be vested by alienation as someone *beside* the successor; and the 45th section requires the persons made accountable for duty to send to the Commissioners a true account of the property "together with the names of the successor and predecessor, and their relation to each other." There is no doubt that a purchaser has to pay the same rate of duty as would have been payable had no alienation have taken place. That rate is fixed by sect. 10 according to the degree of consanguinity of the successor to the predecessor; unless, therefore, the names and relationship of the predecessor and the original owner are sent to the commissioners, they cannot find out the rate; but if the word successor referred to any person other than the original owner the rate could not be arrived at. The several sections to which we have referred appear to us clearly and unmistakably to refer to the original owner and not the purchaser when the word successor is used, and we therefore cannot agree that the 27th section had any reference to the question at issue, such section only operating when the defendants became entitled as successors, which it appears to us they had not done in the case before the court. If, therefore, the defendants were not liable upon the basis of the capital value, they could only be liable upon the basis of the life estate of some person who could be brought within the meaning of the word successor as used in the 21st section.

That a purchaser is not a successor appears to have been the view of Martin, B., who, in his judgment in *Attorney-General* v. *Cecil* (page 272), referring to sect. 15, says it refers "to an alienation in the ordinary sense, as if, for instance, the late Lord C. had sold the whole of his interest to some third person before it came into possession. In such a case the words of the 2nd section would not be apt to describe the condition of things at the time when the interest fell into possession and the duty became payable, and this clause was therefore inserted in order to prevent the Crown from being deprived of the duty by a transaction of that nature."

Neither can we agree with the decision of the court upon the question of the rate of duty. Our strong impression is that a purchaser is only liable to the payment of the exact amount of duty, neither more nor less, which the original owner would have paid had he not sold his reversion; and this view seems strongly confirmed by the note to sect. 44 in Mr. Hanson's valuable book upon the Probate, Legacy, and Succession Duties, which is as follows: "Beside the successor.—The successor himself continues to be personally accountable for the duty, although he has sold his succession." The word successor cannot refer to the purchaser, and the word "continue" appears to us to have been appropriately used and implies a previous liability. It cannot be said that a reversioner would be liable to pay duty upon the capital value where it is clearly laid down by sect. 21 that his life estate is to be the basis of the calculation. Previously to the sale there is no doubt he was only liable to the payment of duty at a rate fixed by his degree of relationship to his predecessor, and upon the basis of his own age, and in the event of his death previously to that of the tenant for life, neither he nor his heir-at-law or devisee would have been liable to any duty by reason of his succession. Can it be said that his liability was increased by the fact of his selling the reversion? If so, the word "continue" is inappropriate.

Assuming, however, that a purchaser is liable to duty to which his vendor would not have been liable, how is that duty to be fixed? The 15th section states that "the duty payable in respect thereof," *i.e.*, the succession of the successor "shall be paid at the same rate and time as the same would have been payable if no such alienation had been made." Assuming, as we before said, that any duty is payable where the reversioner predeceases the tenant for life, which we do not admit, the duty payable can only be that which would have been payable if no alienation had taken place, viz., that which would have been payable by the heir-at-law or devisee of the reversioner. That such duty should be fixed by the relationship of the heir or devisee and the reversioner seems clear from the words of the 2nd section, and from the remarks of Kelly, C. B. and Cleasby, B. in *De Lancy's* case, and from the decision in *Attorney-General* v. *Cecil*. The court in the case under consideration decided that the words "as if no alienation had been made," should be read as equivalent to "as if the alienor had succeeded and had to pay the duty," although they admitted "that taken literally the words would rather point to the real position of things at the death of the tenant for life." That the court acted under the impression, clearly erroneous and contrary to their own decisions in the above-mentioned cases, that the rate of duty payable by the heir of a reversioner who had predeceased the tenant for life was fixed by the heir's relationship to the original settlor, that is the predecessor of the reversioner, and not by the heir's relationship to the reversioner, which was settled by the above cases, appears clear from what is said in their judgment, viz.: "If the remainderman outlived the tenant for life there could be no difficulty; but, if he died before then it would be necessary to find out who would have been his heir, and thus from his relationship to the predecessor get at the rate of duty under sect. 10. It was said by the learned Solicitor-General that the rate payable by the alienor himself would almost always be less, or at all events not greater than the rate payable by his heir, and that the Crown was content to adopt the construction which in general imposes the lower duty." If the predecessor of the reversioner be considered the predecessor of the reversioner's heir we admit that what was said by the Solicitor-General would be correct; but as the previous decided cases, which are not referred to in the judgment and therefore must still be considered law, declare that the reversioner shall be his heir's predecessor, the statement of the Solicitor-General appears to be without foundation and incorrect.

That the court adopted the view expressed by the Solicitor-General is further confirmed by their decision "that the Crown at all events made out a *primâ facie* case to be paid the duty which would be payable by the alienor, as they need not prove the death of the alienor, and that if events have happened by which the duty would be less the defendants must prove them." It appears, however, from the report that the fact of the reversioner's death was stated in the information, so that it seems to us the Crown showed no title to duty at all, for they did not state who would have been the reversioner's heir-at-law, and unless that individual were pointed out the rate of duty could not possibly be fixed, as that entirely depends upon his degree of relationship to his predecessor, the reversioner. We have always understood that it was the business of the plaintiff to prove his own case, and we have always considered that in matters at variance between the Crown and the subject the latter was to have the benefit of any doubt which might be raised. That such, however, is not always the case appears to have been the opinion of the late Vice-Chancellor Wickens, who, during the course of his extensive practice at the bar, had occasion upon many occasions to study the Act and decisions. In a case before him, *Ring* v. *Jarman* (L. Rep. 14 Eq. 363), he stated his opinion to be entirely in favour of the contention on behalf of the subject, "but," added he, "the case appears to me to be covered by authority," referring to the case of *Attorney-General* v. *Gell* (3 H. & C. 615) decided by the Court of Exchequer; and he significantly continued: "The Succession Duty Act has in some cases received an interpretation which seems not very consistent with the old canons of construction as applied to statutes laying burthens on the subject."

(To be continued.)

HUSBAND AND WIFE AS CONTRACTING PARTIES.

WE have before us two County Court decisions, which introduce a new element of uncertainty into contracts entered into between married persons and the public. To one of these cases we have referred on previous occasions, and shall advert to again presently. The second turns upon the construction of the first section of the Married Women's Property Act, being a decision of Mr. Stonor upon a case presenting a peculiar state of facts. Before criticising this judgment we must confess to a certain amount of diffidence. The cause was twice tried, and on both trials the learned Judge came to the same conclusion. His Honour recognised the difficulty of the case, but he laid down a broad proposition of law which is open to criticism, apart from the surrounding facts of the case. That proposition of law was this: that it is not necessary to the separate carrying on of an employment, occupation, or trade by a married woman, within the meaning of the Married Women's Property Act 1870, sect. 1, that she should live apart from her husband, but only that her husband should not interfere or take part in carrying on such business.

It is clearly impossible to say that this is unsound in point of law; but, looking to the object with which the Act was passed, can it be taken to have been the intention of Parliament to protect married women living with their husbands? As some evidence that it was, the County Court Judge cites the 13th section, by which a married woman is made liable to maintain her husband. For such a purpose, however, this section is, we think, of no weight, but rather, on the contrary, contemplates a husband who, living apart from a wife having separate property, becomes chargeable to the parish. And what are the words of the first section? "The wages and earnings of any married woman acquired or gained by her in any employment, occupation, or trade in which she is engaged, or which she carries on separately from her husband," shall be taken to be her separate property. There is nothing in these words to indicate a necessity for the wife to be residing separately from the husband, and the little light which decided cases throw upon the question seems to support the view of the County Court Judge, and to make the question one of evidence on the facts of each particular case. In *Reg.* v. *Harrald* (L. Rep. 7 Q. B. 361; 26 L. T. Rep. N. S. 616), wherein it was sought to establish that the Married Women's Property Act had got rid of the political disabilities of married women, the Lord Chief Justice spoke of the Act as recognising and establishing the power of married women "to hold property." And Mr. Justice Hannen said, "The Married Women's Property Act was intended to protect married women in the enjoyment of the rights of property." These expressions, wide and general as they are, do not leave room, as it appears to us, for the suggestion that it is contrary to the intention of the Act that a married woman living with her husband should be incapable of holding or enjoying the rights of property.

But in a previous issue we observed that we considered that the decision of the learned Judge opened a wide door to fraud, because nothing can be easier than for a man to set his wife up in business in a house rented and occupied by him, and whilst she earns money by the separate carrying on of this trade, for him to obtain all the credit of being the owner of the business. Before dwelling upon this aspect of the questions, and the protection which creditors may throw round their transactions with a married woman, we will look at two cases which are cited in text books as throwing some light upon the construction of the first section of the Married Women's Property Act. *Petty* v. *Anderson* (3 Bing. 170) was an action of assumpsit for goods sold and delivered. The wife had carried on business on her own account during the imprisonment of her husband, and he having returned to live with her after his discharge, it was held that he was liable for articles furnished in this business with his knowledge, after his return, though the invoice and receipts were in the name of the wife, and she was rated to and paid the poor's and paving rates. At the trial Chief Justice Best, in summing up the case to the jury, made a point of the circumstance of the husband being in the house where the business was carried on, assisting in the business, and subsisting on the profits. He directed the jury to find for the plaintiff, on the ground that obviously the wife was the agent of the husband. On the argument of the rule for a new trial the same learned Judge said "the husband took advantage of the trade that was carried on by living on the profits, and a legal presumption arises from that circumstance that the wife conducted the trade as his agent." He added, however, "undoubtedly the presumption arising from his presence might have been rebutted, but there were no facts in the present case to repel the presumption." The other judges, Mr. Justice Park and Mr. Justice Burrough considered the circumstance of the husband cohabiting with the wife conclusive, Mr. Justice Park citing *Langford* v. *Tilor* (1 Salk. 113), which went directly to that effect. Mr. Justice Burrough said "the husband was present and assisting in the business, and therefore clearly liable to the plaintiff's claim." The other case to which we refer is *Smallpiece* v. *Dawes* 7 (C. & P. 40), where the evidence fell short of establishing the agency of the wife, and an action against the husband for goods supplied to the wife in her business, carried on in his absence, failed. For nine years the husband was absent, avoiding a bankruptcy commission. During that period the wife carried on the business, and the husband was seen at the shop on only two or three occasions, and had been present at the marriage of two of his daughters in the neighbourhood. Baron Parke said that this evidence was insufficient, and that the defendant coming to his wife's house could only make him liable for necessaries supplied to her.

We think it may be fairly argued that if before the passing of the Married Women's Property Act it was a question in actions against the husband for supplies to a wife carrying on trade, whether the fact of his cohabiting with her fixed him with liability, it must arise with greater force, and so as to weaken the presumption of law against him since the passing of that Act. Before that Act as Chief Justice Best said in *Petty* v. *Anderson*, the presumption arising from the circumstance of the husband cohabiting with his wife might be rebutted. The Act of 1870 almost disposes of the presumption of law. A married woman may hold and enjoy the rights of property. If she is trading in her own name, can it be said that there is any presumption of law at all that she is acting as the agent of her husband? We feel driven to the conclusion that the presumption is perhaps stronger that she is trading "separately," and that the onus lies upon the creditor of the husband seizing the goods claimed by the wife to show that she is trading as the agent of her husband. We candidly confess that we have arrived at this conclusion against our first convictions, and strongly against our inclinations, and in opposition to our idea of what is expedient.

Now the business carried on in the Croydon case was that of a lodging-house, and the case really set up on the part of the claimant was that whenever the husband interfered in the business he was acting as her agent. He paid money to one of the creditors, and requested him to give credit for it to his wife. The invoices of the tradesmen were also made out to the wife. This latter fact we do not think of much importance, as it is a common thing for tradesmen supplying necessaries to a household to send in the invoices to the wife. The rate collector had been told that the husband was tenant of the house, and had so entered it in his rate book, but the landlord was dead. The facts will be found more fully detailed and discussed in the judgment of the learned Judge; but we think that we have said enough to show that there was a pretty even balance of evidence on the one side and the other—in favour of the presumption of the wife acting as the agent of her husband, and of the wife's separate trading. To which side under such circumstances ought the law to lean? We think clearly against the separate trading of the wife. A married woman has it in her power to make it plain and unmistakeable that she is trading separately, so as to secure the protection of the Married Women's Property Act. Cohabiting with her husband, the law implies a liability on his part for necessaries supplied to her order; and the Married Women's Property Act does not render the wife liable to an action upon her contracts. It is hardly possible to conceive a state of things in which creditors could be more easily defrauded; and although we feel constrained to agree that the learned County Court Judge has taken an accurate view of the Act, we think the facts of each case should be narrowly watched, and the onus thrown heavily on the wife of establishing a separate trading.

The second County Court case to which we have referred was reported by us on the 20th ult., and carried the right of the hus-

hand to relieve himself from liability for necessaries supplied to his wife to limits which, supposing them to be reached by any existing authority, places persons dealing with married women in a position of peril. Notwithstanding *Jolly* v. *Rees*, it is considered an open question whether a husband by private prohibition can relieve himself from liability for necessaries supplied to the wife, more particularly where those necessaries are not personal to the wife but peculiar to the household. Contemplate for a moment this position of things:—A married woman living with her husband unable to pledge his credit for bread. A married woman carrying on business in a house occupied by her husband, the rent of which he pays, and to which he is rated; neither husband nor wife liable for goods supplied to the wife in such business. What an absolutely monstrous state of the law! We say, therefore, that it behoves judges to apply it with as much caution as possible, and to presume as much as they can against a state of circumstances which in effect is calculated to operate to the prejudice of those who have dealings with married women.

ENGLISH AND AMERICAN LAW RELATING TO STIPULATIONS BY CARRIERS.

A VERY exhaustive judgment was delivered in the United States Supreme Court by Mr. Justice Bradley in last October Term. After fully going through the American authorities the learned Judge concluded as follows:

It is argued that a common carrier, by entering into a special contract with a party for carrying his goods or person on modified terms, drops his character and becomes an ordinary bailee for hire, and, therefore, may make any contract he pleases, that is, he may make any contract whatever, because he is an ordinary bailee; and he is an ordinary bailee because he has made the contract.

We are unable to see the soundness of this reasoning. It seems to us more accurate to say that common carriers are such by virtue of their occupation, not by virtue of the responsibilities under which they rest. Those responsibilities may vary in different countries, and at different times, without changing the character of the employment. The common law subjects the common carrier to insurance of the goods carried, except as against the act of God or public enemies. The civil law excepts, also, losses by means of any superior force, and any inevitable accident. Yet the employment is the same in both cases. And if by special agreement the carrier is exempted from still other responsibilities, it does not follow that his employment is changed, but only that his responsibilities are changed. The theory occasionally announced, that a special contract as to the terms and responsibilities of carriage changes the nature of the employment, is calculated to mislead. The responsibilities of a common carrier may be reduced to those of an ordinary bailee for hire, whilst the nature of his business renders him a common carrier still. Is there any good sense in holding that a railroad company, whose only business is to carry passengers and goods, and which was created and established for that purpose alone, is changed to a private carrier for hire by a mere contract with a customer, whereby the latter assumes the risk of inevitable accidents in the carriage of his goods? Suppose the contract relates to a single crate of glass or crockery, whilst at the same time the carrier receives from the same person twenty other parcels, respecting which no such contract is made. Is the company a public carrier as to the twenty parcels and a private carrier as to the one?

On this point there are several authorities which support our view, some of which are noted in the margin.(*a*)

A common carrier may, undoubtedly, become a private carrier, or a bailee for hire, when, as a matter of accommodation or special engagement, he undertakes to carry something which it is not his business to carry. For example, if a carrier of produce, running a truck boat between New York city and Norfolk, should be requested to carry a keg of specie, or a load of expensive furniture, which he could justly refuse to take, such agreement might be made in reference to his taking and carrying the same as the parties chose to make, not involving any stipulation contrary to law or public policy. But when a carrier has a regularly established business for carrying all or certain articles, and especially if that carrier be a corporation created for the purpose of the carrying trade, and the carriage of the articles is embraced within the scope of its chartered powers, it is a common carrier, and a special contract about its responsibility does not divest it of the character.

But it is contended that, though a carrier may not stipulate for his own negligence, there is no good reason why he should not be permitted to stipulate for immunity for the negligence of his servants, over whose actions, in his absence, he can exercise no control. If we advert for a moment to the fundamental principles on which the law of common carriers is founded, it will be seen that this objection is inadmissible. In regulating the public establishment of common carriers, the great object of the law was to secure the utmost care and diligence in the performance of their important duties—an object essential to the welfare of every civilised community. Hence the common law rule which charged the common carrier as an insurer. Why charge him as such? Plainly for the purpose of raising the most stringent motive for the exercise of carefulness and fidelity in his trust. In regard to passengers, the highest degree of carefulness and diligence is expressly exacted. In the one case the securing of the most exact diligence and fidelity underlies the law, and is the reason for it; in the other it is directly and absolutely prescribed by the law. It is obvious, therefore, that if a carrier stipulate not to be bound to the exercise of care and diligence, but to be at liberty to indulge in the contrary, he seeks to put off the essential duties of his employment. And to assert that he may do so seems almost a contradiction in terms.

Now, to what avail does the law attach these essential duties to the employment of the common carrier, if they may be waived in respect to his agents and servants, especially where the carrier is an artificial being, incapable of acting except by agents and servants? It is carefulness and diligence in performing the service which the law demands, not an abstract carefulness and diligence in proprietors and stockholders who take no active part in the business. To admit such a distinction in the law of common carriers, as the business is now carried on, would be subversive of the very object of the law.

It is a favourite argument in the cases which favour the extension of the carrier's right to contract for exemption from liability, that men must be permitted to make their own agreements, and that it is no concern of the public on what terms an individual chooses to have his goods carried. Thus, in *Dorr* v. *The N. J. Steam Navigation Company* (1 Kern. 485) the court sums up its judgment thus: "To say the parties have not a right to make their own contract, and to limit the precise extent of their own respective risks and liabilities, in a matter no way affecting the public morals, or conflicting with the public interests, would, in my judgment, be an unwarrantable restriction upon trade and commerce, and a most palpable invasion of personal right."

Is it true that the public interest is not affected by individual contracts of the kind referred to? Is not the whole business community affected by holding such contracts valid? If held valid, the advantageous position of the companies exercising the business of common carriers is such that it places it in their power to change the law of common carriers in effect, by introducing new rules of obligation.

The carrier and his customer do not stand on a footing of equality. The latter is only one individual of a million. He cannot afford to higgle or stand out and seek redress in the courts. His business will not admit such a course. He prefers rather to accept any bill of lading, or sign any paper the carrier presents; often, indeed, without knowing what the one or the other contains. In most cases he has no alternative but to do this, or abandon his business. In the present case, for example, the freight agent of the company testified that though they made forty or fifty contracts every week like that under consideration, and had carried on the business for years, no other arrangement than this was ever made with any drover. And the reason is obvious enough—if they did not accept this they must pay tariff rates. These rates were 70 cents. per 100lb. for carrying from Buffalo to Albany, and each horned animal was rated at 2000lb., making a charge of 14dols. for every animal carried, instead of the usual charge of 70dols. for a car load; being a difference of three to one. Of course no drover could afford to pay such tariff rates. This fact is adverted to for the purpose of illustrating how completely in the power of the railroad companies parties are; and how necessary it is to stand firmly by those principles of law by which the public interests are protected.

If the customer had any real freedom of choice, if he had a reasonable and practicable alternative, and if the employment of the carrier were not a public one, charging him with the duty of accommodating the public in the line of his employment; then, if the customer chose to assume the risk of negligence, it could with more reason be said to be his private affair, and no concern of the public. But the condition of things is entirely different, and especially so under the modified arrangements which the carrying trade has assumed. The business is mostly concentrated in a few powerful corporations, whose position in the body politic enables them to control it. They do, in fact, control it, and impose such conditions upon travel and transportation as they see fit, which the public is compelled to accept. These circumstances furnish an additional argument, if any were needed, to show that the conditions imposed by common carriers ought not to be adverse (to say the least) to the dictates of public policy and morality. The status and relative position of the parties render any such conditions void. Contracts of common carriers, like those of persons occupying a fiduciary character, giving them a position in which they can take undue advantage of the persons with whom they contract, must rest upon their fairness and reasonableness. It was for the reason that the limitations of liability first introduced by common carriers into their notices and bills of lading were just and reasonable that the courts sustained them. It was just and reasonable that they should not be responsible for losses happening by sheer accident, or dangers of navigation that no human skill or vigilance could guard against; it was just and reasonable that they should not be chargeable for money or other valuable articles liable to be stolen or damaged, unless apprised of their character or value; it was just and reasonable that they should not be responsible for articles liable to rapid decay, or for live animals liable to get unruly from fright and to injure themselves in that state, when such articles or live animals became injured without their fault or negligence. And when any of these just and reasonable excuses were incorporated into notices or special contracts assented to by their customers, the law might well give effect to them without the violation of any important principle, although modifying the strict rules of responsibility imposed by the common law. The improved state of society and the better administration of the laws, had diminished the opportunities of collusion and bad faith on the part of the carrier and rendered less imperative the application of the iron rule, that he must be responsible at all events. Hence the exemptions referred to were deemed reasonable and proper to be allowed. But the proposition to allow a public carrier to abandon altogether his obligations to the public, and stipulate for exemptions that are unreasonable and improper, amounting to an abdication of the essential duties of his employment, would never have been entertained by the sages of the law.

Hence, as before remarked, we regard the English statute called the Railway and Canal Traffic Act, passed in 1854, which declared void all notices and conditions made by common carriers except such as the Judge, at the trial, or the courts should hold just and reasonable, as substantially a return to the rules of the common law. It would have been more strictly so, perhaps, had the reasonableness of the contract been referred to the law instead of the individual Judges. The decisions made for more than half a century before the courts commenced the abnormal course which led to the necessity of that statute, giving effect to certain classes of exemptions stipulated for by the carrier, may be regarded as authorities on the question as to what exemptions are just and reasonable. So the decisions of our own courts are entitled to like effect when not made under the fallacious notion that every special contract imposed by the common carrier on his customers must be carried into effect, for the simple reason that it was entered into without regard to the character of the contract and the relative situation of the parties.

Conceding, therefore, that special contracts, made by common carriers with their customers, limiting their liability, are good and valid, so far as they are just and reasonable; to the extent, for example, of excusing them for all losses happening by accident, without any negligence or fraud on their part; when they ask to go still further, and to be excused for negligence—an excuse so repugnant to the law of their foundation and to the public good—they have no longer any plea of justice or reason to support such a stipulation, but the contrary. And then, the inequality of the parties, the compulsion under which the customer is placed, and the obligations of the carrier to the public, operate with full force to divest the transaction of validity.

(*a*) *Davidson* v. *Graham*, 2 Ohio St., 131; *Graham* v. *Davis and Co.*, 4 Ohio St., 362 *Swindler* v. *Hilliard*, 2 Rich. 286; *Baker* v. *Brinson*, 9 Rich. 201; *Steel* v. *Townsend*, 37 Ala. 247.

On this subject the remarks of Chief Justice Redfield, in his recent collection of American railway cases, seem to us eminently just. "It being clearly established, then," says he, "that common carriers have public duties which they are bound to discharge with impartiality, we must conclude that they cannot, either by notice or special contracts, release themselves from the performance of these public duties, even by the consent of those who employ them; for all extortion is done by the apparent consent of the victim. A public officer or servant, who has a monopoly in his department, has no just right to impose onerous and unreasonable conditions upon those who are compelled to employ him." And his conclusion is that, notwithstanding some exceptional decisions, the law of to-day stands substantially as follows: "1. That the exemption claimed by carriers must be reasonable and just, otherwise it will be regarded as extorted from the owners of the goods by duress of circumstances, and, therefore, not binding. 2. That every attempt of carriers, by general notices or special contract, to excuse themselves from responsibility for losses or damages resulting in any degree from their own want of care and faithfulness, is against that good faith which the law requires as the basis of all contracts or employments, and, therefore, based upon principles and a policy which the law will not uphold."

The defendants endeavour to make a distinction between gross and ordinary negligence, and insist that the Judge ought to have charged that the contract was at least effective for excusing the latter.

We have already adverted to the tendency of judicial opinion adverse to the distinction between gross and ordinary negligence. Strictly speaking, these expressions are indicative rather of the degree of care and diligence which is due from a party, and which he fails to perform, than of the amount of inattention, carelessness, or stupidity which he exhibits. If very little care is due from him, and he fails to bestow that little, it is called gross negligence. If very great care is due, and he fails to come up to the mark required, it is called slight negligence, and if ordinary care is due, such as a prudent man would exercise in his own affairs, failure to bestow that amount of care is called ordinary negligence. In each case the negligence, whatever epithet we give it, is failure to bestow the care and skill which the situation demands; and hence it is more strictly accurate perhaps to call it simply "negligence" And this seems to be the tendency of modern authorities.(a) If they mean more than this, and seek to abolish the distinction of degrees of care, skill, and diligence required in the performance of various duties and the fulfilment of various contracts, we think they go too far, since the requirement of different degrees of care in different situations is too firmly settled and fixed in the law to be ignored or changed. The compilers of the French Civil Code undertook to abolish these distinctions by enacting that "every act whatever of man that causes damage to another, obliges him by whose fault it happened to repair it."(b) Toulier, in his commentary on the code, regards this as a happy thought, and a return to the law of nature. (c) But such an iron rule is too regardless of the foundation principles of human duty, and must often operate with great severity and injustice.

In the case before us, the law, in the absence of special contract, fixes the degree of care and diligence due from the railroad company to the persons carried on its trains. A failure to exercise such care and diligence is negligence. It needs no epithet properly and legally to describe it. If it is against the policy of the law to allow stipulations which will relieve the company from the exercise of that care and diligence, or which, in other words, will excuse them for negligence in the performance of that duty, then the company remains liable for such negligence. The question whether the company was guilty of negligence in this case, which caused the injury sustained by the plaintiff, was fairly left to the jury. It was unnecessary to tell them whether, in the language of law writers, such negligence would be called gross or ordinary.

The conclusions to which we have come are—First, that a common carrier cannot lawfully stipulate for exemption from responsibility when such exemption is not just and reasonable in the eye of the law. Secondly, that it is not just and reasonable in the eye of the law for a common carrier to stipulate for exemption from responsibility for the negligence of himself or his servants. Thirdly, that these rules apply both to carriers of goods and carriers of passengers for hire, and with special force to the latter. Fourthly, that a drover travelling on a pass, such as was given in this case, for the purpose of taking care of his stock on the train, is a passenger for hire.

These conclusions decide the present case, and require a judgment of affirmance. We purposely abstain from expressing any opinion as to what would have been the result of our judgment had we considered the plaintiff a free passenger instead of a passenger for hire.

Judgment affirmed.

(a) Smith's Lead. Cases, 6th Amer. edit.; Story on Bailments, s. 571; *Wyld* v. *Pickford*, 7 M. & W., 460; *Hinton* v. *Dibbin*, 2 Q. B., 661; *Wilson* v. *Brett*, 11 M. & W., 115; *Beal* v. *South Devon Railway Company*, 3 Hurlst. & Colt., 337; L. Rep. 1 C. B., 600; 14 How., 486; 16 How., 474.

(b) Art. 1382.

(c) Vol. 6, p. 243.

LAW LIBRARY.

WE have received from Messrs. JOHN FLACK and Co., of 3, Warwick-court, Holborn, an *Indian Law Examination Manual*, by Mr. FENDALL CURRIE, of Lincoln's-inn, City Magistrate of Lucknow. This manual is a digest of questions and answers. The questions are comprehensive and practical, and the answers very full. To students who are partial to this mode of studying law, the manual will prove an acquisition.

WE have received the admirable *Diaries* of Messrs. Letts and Sons for 1874. They comprise the Universal Diary, interleaved with blotting paper, for desk use; the Diary or Bills-due Book, containing a mass of general information in a compendious form; the Pocket Diary, and two pocket-book diaries. All these books are got up with great care and excellent workmanship, and sustain a well-established reputation.

PATENT LAW.

(By C. HIGGINS, Esq., M.A., F.C.S., Barrister-at-Law.)

COMPLETE SPECIFICATION.

(*Continued from p.* 21.)

Elliott v. *Turner*. Ex. Ch. 1845. In covenant on an indenture by which B. was licensed to make and sell buttons according to A.'s patent, the issue was whether certain buttons made by B. were made under the licence. The specification described the invention to consist in the application to the covering of buttons, of such figured woven fabrics "wherein the ground, or the face of the ground thereof, is produced by a warp of *soft or organzine silk*, such as is used in weaving satin and the classes of fabrics produced therefrom." The jury asked how they were to understand the word "or" in the specification; whether it was used disjunctively, or, whether "*organzine*" was the construction of the word "*soft*." The judge told them, that, in his opinion, unless the silk was *organzine*, it was not within the patent. Held, that this direction was erroneous; for, that the judge should not have told the jury, absolutely, that soft and organzine silk were the same, but that the words were *capable* of being so construed, if the jury were satisfied that, at the date of the patent, there was only one description of soft silk,—and that organzine,—used in satin weaving; but, otherwise, that the proper and ordinary sense of the word "or" was to be adopted, and the patent held to apply to every species of soft silk, as well as to organzine silk. (2 C. B. 446; 15 L. J. 49, C. P.)

McAlpine v. *Mangnall*. 1846.—If, taking the whole specification together, and giving its words a fair and reasonable interpretation, the court can see that the specification only claims an improvement on an old machine, it will be sufficient. (3 C. B. 182.)

Stevens v. *Keating*. 1848.—Patent for "a process or method of combining various materials so as to form stuccoes, plasters, and cements, and for the manufacture of artificial stones, marbles, &c. used in buildings." The specification, after stating the invention to consist in producing certain hard cements of the combination of the powder of gypsum, powder of limestone, and chalk, with other materials, such combinations being (subsequent to their mixing) submitted to heat, described the method or process of making a cement from gypsum to consist in mixing with powdered gypsum, strong alkali (*ex. gr.* best American pearlash) dissolved in a certain proportion of water, this solution to be neutralized with acid (sulphuric acid being the best), the mass to be kept in agitation, and the acid to be added gradually till the effervescence should cease; and then a certain proportion of water to be added (if other alkali were used, the quantity to be varied in proportion to its strength); and the mixture having been brought to a proper consistence by the further addition of powdered gypsum, to be dried in moulds, and finally subjected to a furnace capable of producing a red heat. The specification concluded by stating that other alkalies and acids beside those before mentioned would answer the purposes of the invention, though not so well, and that the inventor claimed the method or process thereinbefore described: Held, that the specification was bad. "It must either be a claim of all acids and alkalies, or of all acids and alkalies that will answer the purpose. If it be a claim of all acids and alkalies, it is clearly bad, as there are some which will not answer the purpose. If it be a claim of those only which will answer the purpose, it is as clearly bad, in consequence of not stating those which will answer the purpose, and distinguishing them from those which will not, and so preventing the public from being under the necessity of making experiments to ascertain which of them will succeed and which will not." (2 Ex. 772; 19 L. J., N. S. 57, Ex.)

Beard v. *Egerton*. 1849.—In the construction of a specification, the whole instrument must be taken together, and a fair and reasonable interpretation given to the words used in it. A specification of a patent for "a new and improved method of obtaining the spontaneous reproduction of all the images received on the focus of the camera obscura," in describing the process, stated it is to be divided into five operations." The first consists in polishing and cleaning the silver surface of the plate, in order to properly prepare or qualify it for receiving the sensitive layer or coating (iodine), upon which the action of the light traces the design; the second operation, is the applying that sensitive layer or coating to the silver surface; the third, in submitting, in the camera obscura, the prepared surface or plate to the action of light, so that it may receive the images; the fourth, in bringing out or making appear the image, picture, or representation, which is not visible when the plate is first taken out of the camera obscura; the fifth, and last operation is, that of removing the sensitive layer or coating, which would continue to be affected and undergo different changes from the action of light; this would necessarily tend to destroy the design or tracing so obtained in the camera obscura." It then proceeded to give a description of the first

operation,—preparing the silver surface of the plate; the concluding part of which directed that nitric acid dissolved in water should be applied *three* different times, the plate being each time sprinkled with pounce, and lightly rubbed with cotton; adding, "When the plate is not intended for immediate use or operation, the acid may be used only *twice* upon its surface after being exposed to heat; the first part of the operation, that is, the preparation as far as the second application of the acid, may be done at any time; this will allow of a number of plates being kept prepared up to the last slight operation; it is, however, considered indispensable, that, just before the moment of using the plates in the camera, or the reproducing the design, to put at least once more some acid on the plate, and to rub it lightly with pounce, as before stated; finally, the plate must be cleaned with cotton from all pounce dust which may be on the surface, or its edges." In a subsequent part of the specification, having described the *second* operation, viz., the application of the iodine, the inventor observed: "After this second operation is completed, the plate is to be passed to the third operation, or that of the camera obscura; whenever it is possible, the one operation should immediately follow the other." Held, that, taking the whole specification together, the direction as to the third application of acid, was not to be understood to be a direction to apply the acid after the second operation, viz., the coating the plate with iodine,—which, it was proved, would render the whole process abortive, —but to apply it as part of the first operation; and that the specification gave sufficient information to an operator of reasonable skill. (8 C. B. 165; 13 Jur. 1004; 19 L. J., N. S., 36 C. P.)

R. v. *Cutler.* 1849.—The specification of a patent for "improvements in the construction of the tubular flues of steam boilers," described two modes of performing one part of the invention, either of which it was stated would produce the effect. At the trial the judge told the jury that, if either mode succeeded, the patent might be good, notwithstanding the imperfection of the others. Held, that this was a misdirection. Denman, C. J., delivering the judgment of the court, said: "I told the jury that if either of those methods were proved satisfactorily to do the work, the patent might be good, notwithstanding the imperfection of the other. The case of *Lewis* v. *Marling* had been quoted as establishing that doctrine, but on examination we find that the court then only said that the claim of some part of the machine, which turned out to be useless, did not vitiate the patent. This is certainly a very different thing from describing a part of the machine as capable of co-operating in the work, when in fact it is incapable, even though, at the same time, other means are described which might be effectually employed. The reader of the specification, relying upon it, might attempt to use the former mode in constructing the machinery, which would fail of its purpose from being too accurately made according to the patentee's instructions." (Macrory's P. C. 137; 14 Q.B. 372n.)

The Electric Telegraph Company v. *Brett.* 1851.—Patent "for improvements in giving signals and sounding alarums in distant places, by means of electric currents transmitted through *metallic circuits.* Subsequently to the patent, it was discovered that the return current could be conducted back to the battery through the earth as effectually as through a continuous metallic circuit. The defendant contended that, by using this method, they did not infringe the plaintiff's patent. Cresswell, J., delivering the judgment of the Court of Common Pleas, said: "With regard to the specification, it is to be observed, that, the claim of the patentees being for improvements not all immediately connected with, or dependent on, each other, but all applicable to giving signals, &c., by means of electric currents, the plan adopted in the specification was, to give an account of the whole system or mode of transmission of electric currents for the purpose of giving signals, and the modes of giving those signals, specifying afterwards the parts claimed as improvements, and either expressly disclaiming or leaving unclaimed all that was not expressly claimed. It is obvious, that in such a specification, that part which describes the matter claimed is to be much more strictly construed than that which, though necessarily mentioned, is not spoken of as a new matter, or as the subject of a grant, but only as something known, and necessary to be referred to, for the purpose of explaining the claim. Considered in this view, we think, the specification, in speaking of metallic circuits, may properly be considered as comprehending all circuits which are metallic, as far as it is material to the improvements claimed that they should be so, and that the expression in question, is not to be construed with more strictness and precision than is necessary to enable it to fulfil that purpose of explanation for which it was introduced." (10 Com. B. 838; 20 L. J., N.S., 123, C.P.; 15 Jur. 579.)

Holmes v. *The London and North Western Railway Company.* 1852.—The plaintiff obtained a patent for "an improved turning table," all the component parts of which, except one, were comprised in a prior patent, the specification of which was not enrolled until after the date of the plaintiff's patent. The plaintiff, in his specification, claimed "the improved turning table hereinbefore described," without showing that any part of it was old. The jury found that the introduction of certain suspending rods made the table a new instrument. Held, that the specification was bad, as it did not distinguish what was new from what was old. Jervis, C. J., in the course of the argument, said: "The object of the condition in the patent requiring a specification is twofold; first, that useful novelties should be given to the public, of which, at the end of the term granted to the patentee, they should have the full benefit; and, secondly, that no person should inadvertently infringe the rights of the patentee during the term for which the patent has been granted. In delivering judgment his Lordship said: "It is admitted as a general proposition that every patentee must, in his specification, describe the nature of his invention either directly or in such a way as that those who read the specification with common ordinary understanding, and fairly read it, may see and understand what is new and what is old. . . . . The claim in substance is this 'for an improved turning table.' Now, that will not have the effect of making everything that follows a combination, merely because he claims the turning table." Maule, J., after pointing out that the patentee had not distinguished what was new from what was old, said: "If it be impliedly said in the specification, that the suspension rods are new, and an improvement on what existed before, the same implication arises as to every other part." (Macrory's P. C. 1.)

Tetley v. *Easton.* 1852.—Pollock, C.B. held at Nisi Prius that (1) The question as to the identity of two inventions described in the specifications is for the court. (2) The patentee can only claim that which he can give the public a convenient means and facility to use. (3) Specifications are to be construed in a candid and fair spirit; and if any mistake in one part can be corrected by other parts of the specification, such correction should be made. (4) A patentee is bound to give to the public the full benefit of his knowledge on the subject of his invention. The Court of Queen's Bench held, that if a specification includes what is old as well as what is new, the patentee must be taken to claim all, unless he clearly makes it appear that he does not claim as his invention that which is old. Coleridge, J., added: "This rule may, perhaps, admit of some modification in favour of the patentee, in respect of things incidentally mentioned, which are old and universally known to be so; for, if he had occasion to introduce a hinge into his machinery, it would be absurd to expect that he should point out that the hinge was not new." (Macrory's P. C. 33.)

SOLICITORS' JOURNAL.

WE have received from the Town Clerk of the Borough of Sheffield a copy of the report of the committee appointed by the Town Council to prepare a new table of fees to be taken by the clerk to the borough justices, together with the table of fees thereto attached, and which we are not able to produce at present owing to pressure on our space, but which we hope to be able to print in our next issue, as well with a view the better to explain the differences of opinion existing between the council and the justices upon the subject, as for the information of justices' clerks and the Profession generally. There is, no doubt, a strong feeling in many towns where justices' clerks are paid by fees that the system of payment by salary should be substituted for the former; and provided the salary is adequate to the duties and responsibility, we certainly think it is much to be preferred to payment by fees.

A CORRESPONDENT writes to us suggesting a meeting between those members of the council of the Incorporated Law Society, known to be in favour of certain reforms affecting solicitors, and those other solicitors (members of the society with some few exceptions), who devote themselves to the accomplishment of similar objects; so that early in this year combined action may be taken with a view to inducing the society to direct their representatives to take action in such matters.

WE understand that it is in contemplation, by certain members of the Legal Practitioners Society, to bring (on behalf of solicitors), the subject of the exclusive rules of the Inns of Court as affecting the lower branch, formally under the notice of the First Lord of the Treasury, with a view to legislation on the subject. Any such step will have the entire approval of solicitors throughout the country, and it is certain that such a movement will not only have the support of the most eminent members of the higher branch, but also that Mr. Gladstone will lend a willing ear to any such proposal as that which we understand is in contemplation, always provided that for our accustomed apathy is substituted on such an occasion a determined and unanimous demand for a relaxation of the present rules.

A LAY contemporary, addressing itself recently to the subject of "The Inns of Court," and the proposals of the Legal Education Association, observed in reference to the admission of those seeking to become solicitors, and the proposed new school of law, that "it rarely dawns on the six and eightpenny paying public that attorneys are a long-suffering race, but if we consider the meekness with which they have endured their exclusion from judicial offices, their subordination to the other branch, and their exile from the most solid pudding, as well as the dignity of the Profession, the fact will appear undeniable." We confess we do not quite agree with our contemporary. We believe there is a strong feeling in the public mind where it is free from the influences of the other branch, a feeling growing annually stronger, identical with the expression of opinion indulged in so frankly and so justly by the writer of the article in question. That barristers and solicitors belong to one and the same profession cannot be doubted, yet the rules of the Inns of Court present to solicitors a barrier, in the majority of cases impassable, to their being called to the Bar, and not content with this exclusion, which cannot be justified either by public policy or the exigencies of the Profession, the Bar is accorded every public or quasi-public post or office, for very many of which solicitors are frequently equally well fitted. Unfortunately the influence of the higher branch in the House of Commons is very great, and there is no organisation among solicitors. This latter necessity, we hope, will soon be met. Then, we venture to think, solicitors will be able to make their own terms with the Bar, which, however will not be advanced in any hostile spirit, but will be the embodiment of a policy which has first in view the interests of the public, and the mutual interests of both branches of the common Profession. A policy of exclusion will be found as foreign to our purpose in those times (which may be nearer than many imagine) as the policy of the Bar in impeding the admission of solicitors to their body has always been foreign to public interests.

A CORRESPONDENT writes: "The recent adoption at the Rolls of a rule to cast on the losing party costs in a large class of cases in which they had usually hitherto come out of the estate, increases much the embarrassment of solicitors in advising at the outset of cases, as they are pretty sure to get all the blame in the event of failure, notwithstanding the impossibility of their obtaining, when called on to advise at such an early stage, and on *ex parte* statements and obscurely worded wills and other documents, the same clear view of the facts, and the law applicable to them, which subsequently becomes developed and presented to the judge after hearing the evidence on both sides and the fullest exposition of the law by the ablest counsel—to say nothing of the further difficulty arising from the uncertainty in the law created by the numerous reversals of the decisions of the Judges by the Courts of Appeal. Neither can solicitors find entire safety in adopting the other alternative, of recommending clients never to proceed in doubtful cases; as they get equal blame if it turns out, after the opportunity is lost, that the client would have succeeded had he ventured to proceed. The adoption of a hard and inflexible rule as to costs is scarcely fair or suitable in the majority of the

cases which come before courts of equity; and though it may possibly be entitled to the appellation of *summum jus*, it will often prove in practice to be *summa injuria*."

We have already had occasion lately to refer to the unsatisfactory position of matters as regards the swearing of affidavits in England for use in the Irish courts and offices, and it seems from a communication which we have just received from Mr. Henry Oldham, of Dublin, who is an Irish commissioner for all the English courts, that we have in some respects under-estimated the evils in this respect, so much so indeed, that we shall feel it our duty, on a future occasion, again to refer to, and deal more fully with, this subject; the more so because legislation, arising out of exigencies occasioned by the operation of the Supreme Court of Judicature Act, may be looked for upon the subject of commissions for oaths generally. We propose now shortly to call attention to certain statutory provisions affecting this question as regards affidavits sworn in Ireland for use in the English and Scotch courts and offices and *vice versâ*. As regards affidavits for use in the Irish Court of Chancery, the Chancery (Ireland) Act 1867, provides that "affidavits, &c., in all causes, &c., pending in the court, shall and may be sworn and taken in England before any judge or person authorised to administer oaths in England," (see 30 & 31 Vict. c. 44, s. 81). This is an important provision the nature of which is, we believe, not known to many English commissioners for oaths in Chancery in England. Upon this subject our correspondent observes, "affidavits so sworn are constantly filed here and should, when sworn according to our practice, be enclosed by the commissioner in an envelope, sealed and endorsed by him with the title of the cause or matter and subscribed with his signature." In the case of proofs of debt in the Irish Bankruptcy Court, similar facilities for swearing the necessary affidavits exist both in England and Scotland. As regards the Irish Courts of Common Law and Probate our correspondent says, "There is frequently the utmost delay, trouble, and expense, in having sworn in England affidavits for use in these courts." And he adds upon this subject, "debts are often lost to English creditors in provincial towns from want of an authority to take the most ordinary routine affidavits. As regards the English Court of Probate, the English Act (21 & 22 Vict. c. 95, s. 32) provides "that in Scotland and Ireland affidavits" for use in this court "may be sworn before any person," &c., "authorised to administer oaths," while as regards the Irish Court of Probate, the Irish Act (22 & 23 Vict. c. 31, s. 28) affords no such facilities for swearing affidavits in England and Scotland for use in that court, the section in question providing that such affidavits can be sworn only before such commissioners as are directly authorised by the Irish Court of Chancery or Probate to administer oaths in such courts. The wording of this section is such that there is no room for doubt but that the framers of it purposely omitted to provide as is provided in the corresponding section of the English Act. The entire question requires readjustment, and, in our opinion, no measure dealing with it will be complete unless it provides that a commissioner for oaths can take affidavits in all courts in Her Majesty's dominions.

NOTES OF NEW DECISONS.

ATTACHMENT FOR DISOBEDIENCE OF ORDER TO PRODUCE DOCUMENTS—SERVANT FORBIDDEN TO PRODUCE BY MASTER — CORPORATION — COMMON PLEAS AT LANCASTER.—In obedience to the instructions of his directors, and in disobedience of the order of the district prothonotary of the Common Pleas at Lancaster, and of the order of an arbitrator, the secretary of a railway company refused to produce before the arbitrator numerous books and papers of the company, which the attorney of the plaintiff in the cause referred swore to be material to the plaintiff's case: Held, that the secretary, being in the position of a servant, was justified in obeying the orders of his masters not to produce the documents, and a rule to attach him for contempt discharged. Whether an action would lie in such a case, *quære*: (*Crowther* v. *Appleby*; *Re Sharpley*, 29 L. T. Rep. N. S. 580. C. P.)

PRACTICE — AFFIDAVIT OF DOCUMENTS—SUFFICIENCY—FURTHER AFFIDAVIT—REASONABLE SUSPICION.—The schedule to an affidavit of documents made by the defendants comprised a letter dated the 19th Oct. from U. and Co. (whom the defendants by their answer admitted to have acted as their solicitors in the cause down to the 17th Oct.) to their agents in Paris, and letters in reply dated the 20th and 21st Oct., which referred to certain documents alleged by the plaintiffs to be material to the questions at issue in the cause. The defendants' affidavit concluded with the usual denial of their having or having had in their possession any other documents relating to the questions at issue in the cause. Held (reversing the decision of Malins, V.C.) that the affidavit was sufficient, inasmuch as there was nothing in the schedule to raise a reasonable suspicion that anything had been inadvertently or otherwise omitted from the affidavit, it being clear from the letters themselves that they were written and received when U. and Co. were not acting as solicitors for the defendants: (*The Imperial Land Company of Marseilles* v. *Masterman*, 29 L. T. Rep. N. S. 559. Chan.)

PRACTICE—CREDITOR'S BILL FOR ADMINISTRATION—DECREE, BY CONSENT, ON MOTION.—The court will by consent, make an immediate decree, on motion, in a cause not in the paper, for the administration of the real and personal estate of a testator at the suit of a creditor, after a summons in chambers for the administration of the estate had been taken out by another creditor, which was returnable before the first day on which the cause could be heard as a short cause: (*Scaffold* v. *Hampton*, 29 L. T. Rep. N. S. 575. V.C. M.)

SHORT NOTICE OF TRIAL—"IF NECESSARY"—MEANING OF—REASONABLE DILIGENCE ON THE PART OF THE PLAINTIFF.—When a defendant is under terms of taking "short notice of trial if necessary," he is still entitled to full notice of trial if the plaintiff can give it, using reasonable diligence. What amounts to reasonable diligence, depends upon the facts of each particular case. The defendant having from time to time obtained time to plead, and being under terms to take "short notice of trial if necessary," delivered his pleas on the 7th July; the plaintiff's attorney thereupon, on the same day, gave his pleader instructions to reply, but (as he stated in his affidavit) he did not receive the replication from his pleader in time to deliver same and give notice of trial before the 14th. The cause was a country one, and the commission day was the 21st of the same month. The defendant having treated the notice of trial as a nullity, the cause was tried as undefended, and a verdict was returned for the plaintiff. Upon a rule to set aside the verdict upon the ground that the plaintiff, by delivering his replication and notice of trial within four days after receiving the defendant's pleas, would have been enabled to give full notice of trial, and that short notice was therefore bad: Held, that the plaintiff was not bound to do more than use reasonable diligence in replying and giving notice of trial, and that having, in the opinion of the court, used reasonable diligence, the defendants were bound to have accepted the short notice of trial. Held, however, that on the merits a new trial should be granted on payment of costs: (*Pretty* v. *Boscawen and another*, 29 L. T. Rep. N. S. 579. Ex.)

V. C. BACON'S COURT.

Thursday, Dec. 18, 1873.

MITCHELL *v.* CONDY.

Contempt of court—Fictitious document—Removal of receiver.

PLAINTIFF and defendant, partners, having disagreed, a bill for dissolution was filed, and a receiver appointed. Before the decree the plaintiff caused to be circulated amongst the customers of the firm a paper, headed as follows:—"1873. M. No. 156. Filed 30th June, 1873. In Chancery. Lord Chancellor.—Vice-Chancellor Bacon. *Mitchell* v. *Condy*. Dollman, Condy, & Co. Receiver's Interim Report;" printed so as to resemble the commencement of a bill or answer in Chancery. The paper purported to be signed by "Lambton Young, Receiver," and began as follows:—"On being appointed manager and receiver to the above estate on the 9th Aug. last, I went carefully over the books of the firm, and made a rough analysis of the accounts." Then followed a statement respecting the moneys due to and owing by the firm, in terms which the defendant argued were hostile to him, and towards the end appeared this: "The accounts contained in the annexed list would seem to me to require the adoption of law proceedings for their recovery, the indebtedness in each case being most clear." The receiver said that this paper was prepared for the purpose of its being submitted to the chief clerk, and denied all knowledge of the circulation. The plaintiff said that one day calling at the receiver's office when he was not in he found the paper lying on the desk, and made a copy of it without the receiver's knowledge. He said he had it printed and circulated without taking time to reflect that he might be doing wrong. Amongst the charges against the receiver were, that though he had assets in his hands he had allowed the rent of the partnership premises to fall into arrear, so that the landlord distrained; and that he had attempted to remove the business from London to Battersea, to the injury of the defendant and advantage of the plaintiff. The defendant moved to commit the plaintiff for contempt, and to discharge the receiver.

Eddis, Q.C. and *Bradford*, for the motion.—The contempt is of a double kind. The paper was not a genuine document, it was a mere fabrication; and it was plainly intended to prejudice the course of justice. As to the receiver, there was a manifest bias in favour of the plaintiff, who was his personal friend.

Hay, Q.C. and *Woodroffe* for the plaintiff.—We do not justify the circulation; but it does not amount to contempt, as it could not possibly affect the judgment of the court. Against the receiver there is no case.

The VICE-CHANCELLOR said there was not a shadow of excuse for the conduct of the plaintiff, and, as might be expected, he submitted, and declared himself ready to apologise, saying that he did not know that he had done anything wrong. But there could be no doubt that the object of the issue of the circular was to impede the undisturbed and impartial course of justice. The receiver also had forfeited the confidence of the court. There being a clear contempt, the defendant and the receiver must pay the costs of the motion; and the receiver must be discharged.

Solicitors for the defendant, *G.* and *W. Webb* and *Pearson*.

Solicitors for the plaintiff, *Morrisons*, agents for *George Carter Morrison*, Reigate.

Correspondence.

SOLICITORS AND THE JUDICATURE ACT.—With reference to the second paragraph, p. 144, of your issue in Saturday's LAW TIMES, I think, instead of Field and Co., Norwich, you should substitute "J. B. Coaks," of this city. Mr. Edward Field is a shrewd man, and a member of the Incorporated Law Society, and one of the examiners, but Mr. Coaks has more practice in common law, Chancery, bankruptcy, and general commercial business than, I should think, any other three firms in the eastern counties, and he is generally admitted to be the shrewdest and sharpest man in the profession hereabout.—WARNER WRIGHT.

IRISH AFFIDAVITS.—I think from the articles in your numbers of the 20th and 27th inst., you are not aware that our Chancery Commissioners can take Irish Chancery affidavits—(see 30 & 31 Vict. c. 44, s. 81)—and also Irish Bankruptcy affidavits. (See 20 & 21 Vict. c. 60, s. 366.) My Dublin agent informs me that affidavits so sworn are accepted both in Chancery and Bankruptcy.—A LONDON COMMISSIONER.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

CASTELL CARN DOCHAN GOLD MINING CO. (Limited) Creditors to send in by Jan. 24 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors, if any, to Jas. Ford, 76, Cheapside, London, the official liquidator of the said company. Feb. 19, at the chambers of V.C. H., at one o'clock, is the time appointed for hearing and adjudicating upon such claims.

MADRID STREET TRAMWAY CO. (Limited)—Creditors to send in by Jan. 24 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors, if any, to John E. Walker, Bartholomew House, Lothbury, London, the official liquidator of the said company. Feb. 7, at the chambers of the M.R., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

BAILEY (Martha H.), 11, Daneby-street, Liverpool. Jan. 12; W. W. Wynne, solicitor, 115, Chancery-lane, London. Jan. 22; V.C. H., at one o'clock.

GREENWAY (Wm.), High House, King's Norton, Worcestershire, and of Birmingham, manufacturer and merchant. Jan. 21; Unett and Page, solicitors, Birmingham. Feb. 7; M. R., at twelve o'clock.

HAY (John), formerly of 75A, Albany-street, Regent's-park, Middlesex, distiller, late of Old Oak Farm, Shepherd's-bush, gentleman. Jan. 19; Charles H. Compton, solicitor, 19, George-street, Westminster. Feb. 7; M. R., at half-past eleven o'clock.

MAY (William), Romsey, Southampton, gentleman. Jan. 20; Jos. Lott, solicitor, 12, Great George-street, Westminster. Feb. 4; M.R., at twelve o'clock.

NIXON (Charles), 6, Lisbon-road, Clapham, Surrey, civil engineer. Jan. 30; Radcliffe, Davies, and Cator, solicitors, 20, Craven-street, Strand. Jan. 27; V.C. H., at twelve o'clock.

PARRATT (Thos. F.), Effingham, Surrey, gentleman. Jan. 29; Lewis Winckworth, solicitor, 31, Abingdon-street, Westminster. Feb. 16; V.C. M. at twelve o'clock.

RICHARDS (Wm.), 45, Chapel-street, Penzance, Cornwall, gentleman. Jan. 19; J. W. Tyacke, solicitor, Helston, Cornwall. Feb. 9; M. R. at eleven o'clock.

TURNER (Samuel), Norton-in-the-Moors, Stafford, farmer. Jan. 12; Richard Heaton, solicitor, Burslem. Jan. 26; M.R., at eleven o'clock.

WHYTE (Wm. J.), 19, Norfolk-crescent, and of Bedford-row, Middlesex, solicitor. Feb. 1; Wm. Collisson, solicitor, 27, Bedford-row. Feb. 12; V.C. H., at twelve o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

BARWELL (Amelia), Bounds-green, Colney Hatch, Middlesex, widow. Jan. 31; Wordsworth, Blake and Co., solicitors, South Sea House, Threadneedle-street, London.

BROWNRIGG (Sir Henry J.), Kt., C.B., formerly inspector-general of the Constabulary of Ireland; late of 12, Talbot-square, Hyde Park, Middlesex. Jan. 31; J. B. Bailey, solicitor, 8, Tokenhouse-yard, London.

COXFORD (John W.), 59, Great Prescot-street, Whitechapel, Middlesex, gentleman. Feb. 24; H. S. Mitchell, solicitor, 5, Great Prescot-street, Whitechapel.

DOUGLAS (Catharina M. H.), 10, Fairford-grove, Kennington-lane, Surrey, spinster. Jan. 30; F. T. Girdwood, solicitor, 2, Verulam-buildings, Gray's-inn, Middlesex.

MAGISTRATES' LAW.

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Abingdon	Thursday, Jan. 8	T. Bros, Esq.		D. Godfrey.
Bath	Monday, Jan. 5	T. W. Saunders, Esq.	14 days	J. Taylor.
Bedford	Monday, Jan. 5	J. T. Abdy, Esq., LL.D.	14 days	M. Whyley.
Bolton	Tuesday, Jan. 6	S. Pope, Esq., Q.C.	10 days	J. Gordon.
Bridgwater	Tuesday, Jan. 6	P. H Edlin, Esq., Q.C.	14 days	J. Trevor.
Brighton	Wednesday, Jan. 7	J. Locke, Esq. Q.C., M.P.	2 days	E. Eversbed.
Cambridge	Thursday, Jan. 8	J. R. Bulwer, Esq., Q.C.	14 days	H. French.
Canterbury	Wednesday, Jan. 8	G. Francis, Esq	Statutory	H. T. Sankey.
Carmarthen	Monday, Jan. 5	B. T. Williams, Esq.	10 days	J. H. Barker.
Chichester	Tuesday, Jan. 6	J. J. Johnson, Esq., Q.C.	10 days	E. Titchener.
Derby	Tuesday, Jan. 6	G. Boden, Esq., Q.C.		J. Gadsby.
Devonport	Thursday, Jan. 8	H. T. Cole, Esq., Q.C.	10 days	G. H. E. Rundle.
Faversham	Monday, Jan. 5	G. E. Dering, Esq.		F. F. Giraud.
Gloucester	Tuesday, Jan. 13	C. S. Whitmore, Esq., Q.C	7 days	F. W. Jones.
Great Yarmouth	Monday, Jan. 5	Simms Reeve, Esq.	10 days	I. Preston, jun.
Hastings	Friday, Jan. 16	R. H. Hurst, Esq., M.P.	14 days	G. Meadows.
Hythe	Saturday, Jan. 3	R. J. Biron, Esq.	8 days	W. S. Smith.
King's Lynn	Thursday, Jan. 15	D Brown, Esq., Q.C.		T. G. Archer.
Kingston-on-Hull	Thursday, Jan. 8	S. Warren, Esq., Q.C.	Statutory	R. Champney.
Leicester	Monday, Jan. 5	C. G. Merewether, Esq.	8 days	R. Toller.
Liverpool	Thursday, Jan. 8	J. B. Aspinall, Esq., Q.C.	Statutory	P. Wright.
New Windsor	Monday, Jan. 12	A. M. Skinner, Esq., Q.C.	10 days	H. Darvill.
Northampton	Friday, Jan. 9	J. H. Brewer, Esq.	10 days	C. Hughes.
Poole	Friday, Jan. 9	A. Collins, Esq.	8 days	G. B. Aldridge.
Portsmouth	Friday, Jan. 9	Mr. Serjeant Cox	10 days	J. Howard.
Rye	Thursday, Jan. 15	R. H. Hurst, Esq., M.P.	Statutory	G. S. Butler.
Salisbury	Friday, Jan. 9	J. D. Chambers, Esq.	10 days	F. Hodding.
Shrewsbury	Monday, Jan. 5	W. F. F. Boughey, Esq.	14 days	R. Clarke.
Southampton	Monday, Jan. 12	T. Gunner, Esq.	14 days	E. Coxwell.
Wenlock	Saturday, Jan. 3	T. S. Pritchard, Esq.	14 days	E. B. Potts.
Winchester	Monday, Jan. 5	A. J. Stephens, Esq., Q.C.	14 days	W. Bailey.
Worcester	Thursday, Jan. 8	F. T. Streeten, Esq.	10 days	R. T. Rea.

REAL PROPERTY AND CONVEYANCING.

NOTES OF NEW DECISIONS.

EQUITABLE MORTGAGE—AGREEMENT TO EXECUTE LEGAL MORTGAGE—MARRIAGE ARTICLES — SETTLEMENT — CONSTRUCTIVE NOTICE — PRIORITY.—In 1866 L. deposited with a bank the title deeds of certain real estate to secure the balance of his account, and at the same time he executed a memorandum by which he agreed to execute a deed for legally carrying out the security. In 1871, two days before his marriage, articles were executed by which he agreed to settle the same property, stating, in answer to inquiries by the solicitor of the intended wife who prepared the articles, that the property was unencumbered, and that the title deeds were at his banker's for safe custody. Shortly after the marriage a settlement was executed by which he conveyed the legal estate in the property to the trustee of the settlement. On a bill by the bank for foreclosure. Held, that it was the duty of the solicitor to have made further inquiries of the bank; that the intended wife must be taken to have had constructive notice of the equitable charge in favour of the bank, and that the plaintiff was entitled to a foreclosure: (*Maxfield* v. *Burton*, 29 L. T. Rep. N. S. 571. Rolls.)

SETTLEMENT — CONSTRUCTION — SHIFTING CLAUSE—POWER OF CROWN TO LIMIT DIGNITIES.—A testatrix, by her will, devised certain estates to trustees upon trust to settle the same in a course of entail to correspond as nearly as might be with the limitations of the Barony of B., and the provisos affecting the same. By a clause in the letters patent creating the Barony of B., it was provided that if any person taking under such letters patent should succeed to the Earldom of D., then, and so often as the same should happen, the succession to the honours and dignities thereby created, should devolve upon the person who would be entitled thereto if the person so succeeding to the Earldom of D. was dead without issue male. A settlement was executed under the direction of the court, which contained a clause following, *mutatis mutandis*, the words of the shifting clause in the letters patent. Lord B. (the person taking under the letters patent) succeeded to the Earldom of D. Held (affirming the decision of Bacon, V.C.), that immediately upon the succession of Lord B. to the Earldom of D., his next brother became entitled in possession to the settled estates, under the shifting clause in the settlement. *Semble*, that the Crown has not an unlimited power of limiting dignities in any way that it pleases, and that it cannot create a mode of succession to a title totally unknown to the law: (*Cope* v. *Earl De La Warr*, 29 L. T. Rep. N. S. 565. Ch.)

WILL—CODICIL—REPUBLICATION — SPECIFIC OR GENERAL BEQUEST.—By the will of a testator which recited that there was due to him from his son the aggregate sum of £1440, or thereabouts, secured to him by bills, notes, or otherwise, he released his son from the payment of any interest up to the time of his death, and directed that the same sum should be payable over a period of six years by equal yearly payments. At the date of the will the son was indebted to the testator in the sum of £1400, secured by a bill and notes, which was subsequently paid off. Afterwards the testator advanced his son other sums, amounting altogether to £1291, partly secured by promissory notes. The testator then made a codicil by which he confirmed his will. The sum of £1291 was owing at the time of the testator's death. On a bill by the son to restrain the executors of the testator from proceeding with an action against him to recover the sum of £1291, and interest on the amounts of the notes from their respective dates, on the ground that under the provisions of the will, as confirmed by the codicil, he was released from the payment of any interest thereon up to the time of the testator's death, and that he was entitled to pay the debt by six yearly instalments. Held, that the will referred to a specific sum, and was not affected by the codicil, and the bill was dismissed: (*Sidney* v. *Sidney*, 29 L. T. Rep. N. S. 569. Rolls.)

POWER OF APPOINTMENT—EXECUTION—DOCTRINE OF CY-PRÈS.—The donee of a power of appointment of an estate to one or more of the children of A., by his will devised the estate to B., the son of A., for life, with remainder to the first and other sons of B. (who were not objects of the power) in tail male. Held, that the *cy-près* doctrine was applicable, and that B. took an estate tail: (*Line* v. *Hall*, 29 L. T. Rep. N. S. 568. Rolls.)

LAND TRANSFER IN IRELAND.

The Recommendations of the Land Transfer Commission of 1869, *considered with especial reference to their applicability to transfer of Land in Ireland.* By R. DENNY URLIN, M.R.I.A., Barrister-at-Law.

[Read Tuesday, 16th Dec. 1873, before the Statistical Society of Ireland.]

One of the last letters written by Richard Cobden contains these remarkable words:

"The land question has a wider bearing than has yet been given it in our public discussions; and it will not be seriously entertained by the people until it has been presented in its full significance."

If the lamented writer of these words had lived, and if his friend, Mr. Bright, had enjoyed health and vigour in the interval, the question of "free trade in land" would have made more rapid progress. It is unnecessary in this society to explain the true meaning of a phrase, in which some persons profess to see foreshadowed the forcible depriving of one class of the community of some of their property. "Free trade in land" simply means the removal of artificial obstructions to the sale and transfer of land—the rendering of transfers and transmissions of estates and charges as easy as possible—the approximation of dealings with land to dealings with government stock and railway shares.

The best, because the latest, summary of facts and arguments bearing on this somewhat obstruse question is that contained in the report of the commissioners by the Crown in 1868.(a)

The chairman of the commission was Lord Romilly, then Master of the Rolls, and who, before becoming an equity judge, had, as Law Officer of the Crown, gained the distinction of preparing and of passing through the House of Commons that most important and successful measure, the Incumbered Estates Act 1849. Mr. Secretary Lowe, whether popular in Ireland or not, is known to be one of the most acute and accomplished men of our time. Mr. Hobhouse, Q.C., formerly a leading Chancery barrister, now holds the important post of legal member of the Supreme Council of India. Mr. Waley, one of the conveyancing counsel of the Court of Chancery, died this year, just as he attained the highest place in his own branch of the Profession. Sir H. Thring is known to fame as the first of parliamentary draftsmen, and as specially versed in the mysteries of land transfer. Mr. Wolstenholme is the learned editor of the latest editions of that best of text-books, Jarman on Wills. Two of the most eminent of these commissioners, the Right Hon. S. H. Walpole, who practised in equity for many years before becoming a Cabinet Minister, and Lord Justice Giffard—whose premature death was justly regarded as a public calamity—declined to sign the report. But their reasons for so declining are altogether in favour, not only of the principle of registration of title, but of the working out of such a system under the orders of a Landed Estates Court. In short, they preferred such a system as we find actually established in Ireland to that "Land Registry Office" which their brother commissioners deemed sufficient for England. The other commissioners, one of them a solicitor in large practice, the others, though not lawyers, men of high general attainments, were selected for their fitness for the task committed to them—an inquiry of vast importance, especially if we look at the probability that so careful and elaborate an inquiry will be regarded as conclusive—at least for many years to come. Although there was not unanimity on many points, the general drift of the report is clear. There was a commission of a somewhat similar character in 1857(a)—resulting in a very large blue book which may be deemed to have settled in the affirmative the once vexed question—whether registration of title is better than registration of deeds. Several years then passed away. Registration of title was introduced in the meantime into most of the Australian colonies, under circumstances which have been brought before this society by Sir R. R. Torrens and others. Lord Westbury, whose capacity and boldness as a law reformer none will question, framed and carried his experimental act for England. The line so traced out was followed in Ireland, still in the spirit of mere experiment. Practical lawyers began to be doubtful whether a merely optional system would ever work largely and advantageously; and the inconvenience of two opposite and mutually exclusive systems began to be felt, when this royal commission of 1868 was appointed.

The report was very carefully prepared; and some of the commissioners appended their own statements, showing minute study of the subject. The evidence was, for the most part, that of practising solicitors who had observed the working of Lord Westbury's Act. The registrars under that Act also gave full details of its working; and Sir R. R. Torrens contributed the results of his large experience in the Australian colonies.

The report enters largely into the merits of the Middlesex registry, which (it is hardly necessary to add) is founded on an Act of Queen Anne, and in all essential points resembles the registry of deeds in Ireland.

Owing to the enormous amount of building in the suburbs of London, the Middlesex registry office has become a very important one; and in it are registered as many as 28,000 deeds in the course of a single year. The indexing appears to be correctly and punctually attended to; yet the report recommends without qualification the repeal of the Registry Act, and the shutting up (as regards future transactions) of the Middlesex Registry Office. Not a single lawyer or non-lawyer on the commission but was convinced that a mere registry of deeds, without commensurate gain, adds delay and expense to every transaction; and that the only useful mode of registration is registration of title or ownership.

It is, therefore, on the assumption that the system of registration of title must ultimately prevail and supersede all other systems, that the report proceeds. It first deals with the partial application of that system made under the Act of 1862, which it may be convenient to designate as Lord Westbury's Act. Three years later—in 1865—the Irish Record of Title Act was passed; and, as might be expected, it was framed after the model of the English Act. Apart from the desirability of bringing the legal systems of England and Ireland as far as may be into harmony, and, therefore, of following as near as possible the legislative example already set, there was a practical consideration—Lord Westbury could hardly have been expected to interest himself in, and carry through the House of Lords, a Bill which materially varied from his own measure of 1862. This is the sufficient answer to critics who

(a) The report, which is dated Nov. 1869, was printed together with the evidence in 1870.

(a) See "Journal of the Statistical Society of Ireland," paper read by Mr. James McDonnell, Feb. 1858.

say that a better model might have been chosen than Lord Westbury's Act.

Some inconveniences have followed from the too close imitation of the English Act; but one result of the assimilation referred to is very evident as we open the Commissioners' Report of 1869. A large portion both of the evidence and of the report itself is applicable to Ireland. With regard to the slow progress made on both sides of the channel in registering indefeasible titles, and the necessity of enlarging the scope and increasing the efficiency of the machinery, many of the suggestions are extremely applicable. For this reason, therefore, the Commissioners' Report of 1869 deserves far closer attention here than it has hitherto received—especially if the conclusion be a right one that we shall, for a long time at least, witness no more Royal Commissions of Inquiry—with resulting blue books—on transfer of land and registration of title.

Let us glance for a moment at the registration of title in Ireland. No title can be placed on the new record or register except such as have passed through the Landed Estates' Court. On an average two hundred estates, large and small, pass through that court yearly; and although the calculation is disturbed by an enormous estate like that of Lord Waterford's, it may roughly be stated that property of the value of about one million sterling passes through the court annually. Now the estimated value of all the landed property in Ireland, at twenty years' purchase, amounts to about £350,000,000 sterling. Therefore even if all the landed estates' titles passed (as they ought to pass) on to a register or record of ownership, instead of being left to drift towards entanglement and confusion, a whole century would elapse before the country at large would appreciably derive benefit from the system.

In fact, not the entire, but only a small proportion of these titles are now preserved from deterioration by the new record. On it there is prescribed property slightly exceeding in aggregate value two millions sterling. With these limitations it cannot be said that the system is effectively at work. It rather suggests the idea of a model farm, or a model of a new machine—of an experiment set on foot for the purpose, not of effecting much, but rather of showing what it is possible to effect under a much improved system.

In the face of many discouraging circumstances,(*a*) there is demonstration that the transfer of land can be worked out simply and rapidly.

The Duke of Leinster, who was chairman of the registration of Title Association in this city, and who manifested great interest in the question, unwillingly gave up the idea of registering his title when he found that it would involve an outlay of some £6000: (Report p. 29; Evidence of Sir R. R. Torrens.)

I propose now briefly to advert to some of the more important of these recommendations.

1. Citing and adopting the language of the report of 1857, the commissioners recommend that the record or register of title shall "manifest only the actual and existing ownership of the land for the time being, without laying open the history or past deduction of it."(*b*)

2. The report recommends that a title when once registered shall not be removed from the register. (Report sect. 93.) Heretofore the system has been so completely optional that on the application of all persons interested the record as to any particular estate can be closed. This works unfavourably towards the owner, who is at a disadvantage when he seeks to borrow money; for the legal adviser of a proposed lender, not being acquainted with the system, or having a dislike to it, sometimes decline to proceed with the loan, unless the property be at once removed from the record. There is, however, the broader reason—that if the Legislature deliberately prefers and adopts a certain system, it is unstatesmanlike to allow the option of having recourse to a worse system; and it imposes an unfair and unusual responsibility on individuals.

3. The report recommends that provincial registries shall be opened, inasmuch as the delay and expense caused by transacting the whole business of registry in the metropolis becomes an appreciable evil in the case of small properties. (Report sect. 93; and evidence of Messrs. Sewell.) From this it would seem that large estates are not considered to require any local arrangements, and a line should therefore be drawn at some estimated value, distinguishing the cases in which local registration should be provided for. The report expresses no opinion as to details. The Government Bill for England proposes to commit all the details of local registry to a board of registry, of which the Lord Chancellor is to be the head. It may be premature to speculate upon the best local centres of registration which might be devised for Ireland: the most feasible plans which have been suggested are as follows:

To improve the offices of clerks of the peace, and to make these officers local registrars; or else

To commit the work to the clerks of the poor law unions, who, being 163 in number, are found even in the remotest parts of Ireland.

4. The question of settled estates is largely entered into by the report, and it is shown that where there is a power of sale the trustees should alone be inscribed on the register as owners, having in that capacity power to transfer. To meet the case of an estate in settlement, where there is no power of sale, the report recommends (Rep. s. 92) that extended powers of ordering a sale should be vested in the Court of Chancery. In Ireland any such extension of power would of course be shared by the Landed Estates' Court, which tribunal would occupy, with regard to any comprehensive system of land transfer, exactly the position which in England is occupied (for want of an estates court) by the Court of Chancery. There would also be (under the control of the court) a system of *caveats* to check improper dealings, or to give notice of adverse claims where such exist.

5. It follows from the recommendation that "absolute ownership only should appear on the register" (Rep. s. 66), that trusts and equitable interests of all kinds must be protected by *caveats*. The conveyancing forms would be necessarily simple, and none but the prescribed forms would be accepted or used. Under the present Acts, both in England and Ireland the use of simple forms of transfer, &c., is optional, and frequently very long and complicated instruments are brought in—a practice absolutely incompatible with the rapid transaction of a large quantity of registration business. The transfer of stock at the bank evidently could not proceed unless the forms in use were simple and uniform.

6. The last point to be adverted to is the most important. So far as we have proceeded the recommendations of this report are not aimed at any great increase in the quantity of land inscribed on the register. Let us now regard, and rather less hurriedly, the portion of the report which is aimed at comprehending all the land in the country sooner or later within the register of title. Under Lord Westbury's Act a tedious and costly investigation of the title was absolutely required in every case before any landowner could take advantage of the measure. This was found such a discouragement, that comparatively few persons were willing to submit to an expensive and vexatious process for the sake of ulterior and (it might be) distant advantages. A great mass of evidence before the commissioners tended to convince them that an absolutely good and indefeasable, or Parliamentary title, may not after all be worth the enormous trouble and cost of obtaining it. Where an estate must be judicially sold, it is doubtless advisable that a purchaser in open court shall be guaranteed against every risk. But many a vendor and purchaser are quite satisfied to conclude a bargain without the safeguards of a Parliamentary title and an ordnance map. A moderately safe holding title, based on possession for twenty years or more, is in practice found to be accepted with little hesitation; and property so held is even found to bring as high a price as an indefeasable or Parliamentary title. This is the sum of the evidence brought before the commissioners on this point; and although evidence and report are too much limited to the English aspect of the question, yet it is possible that light may be thrown by them on one of the most difficult problems connected with the Irish land question.

How is a title to be registered without being first investigated? This will be the inquiry to arise in the mind of every one accustomed to look on a Parliamentary title as the necessary basis on which the superstructure is to stand.

First, let it be admitted here, as it is fully admitted by the report, that Parliamentary titles are superior to any other. But, like all other expensive commodities, they are often dispensed with. Estates, freehold and leasehold, where the value is not large, change hands every day in Ireland, without any guarantee of indefeasable title. The purchaser in such cases has confidence in the vendor—he knows the property—and he has all reasons for believing that the transaction is unstained by fraud or by error. And these cases of small purchases where it is certain that the long delay and considerable expense involved in obtaining a Parliamentary title will not be incurred—these small transactions are precisely those which most stand in need of registration. The report, therefore, proposes to leave all existing facilities for such as desire to obtain a perfect or indefeasable title, while opening a new branch of the register for defeasable or unguaranteed titles.

The Estates Court in Ireland confers a Parliamentary Title on the estates judicially sold by it, the value of which (as we have seen) averages in the year about 1·350th of the aggregate value of the land in Ireland. Contracts for the sale of large estates are also carried out by the court, and evidently they will continue to be so carried out. But it is not a common thing for a proprietor to apply, for his own satisfaction, to have his title examined and judicially declared. The expectation that these applications would be numerous has been signally disappointed (*a*). The system, as the Report declares, is "too highly wrought," and too expensive for general adoption.

The very limited success of Part II. of the Land Act of 1870 illustrates this position in a remarkable manner. The process of sale by landlord to tenant was somewhat simplified by the reservation of rights and easements, thus obviating the necessity of inquiry into them; but with this exception, the procedure (as finally settled) was but slightly modified; and the scale of fees and costs, applicable to landed estates' proceedings was adopted *in omnibus*. Therefore, a small purchase of a holding, if accomplished through this act, is liable to the tariff of professional charges which is followed when some vast estate is sold in one lot to a millionaire. If the tenant-farmers of Ireland are really to be encouraged to withdraw their savings from the banks, and to invest them in the purchase of their farms, several changes must be made in the system, and chiefly these:—

(1.) The loan of public money, which the Act led them to expect, must be easily obtained on defined and intelligible terms.

(2.) The payment of purchase money, and the completion and registration of the sale must be effected locally where the tenant can see it completed.

(3) This must be done without the formalities of a suit in a Court of Equity located in Dublin.

The purchases of farms by their tenants seems peculiarly to call for some such system as that which forms the most novel and important feature in the report before us.

The tenant knows exactly the boundaries of his own farm, and whether there are rights of way over it. Knowing these details, there is the less need to inquire into them, or to make a special survey.

He knows to whom his rent is paid, and during what space of time that payment has been made; therefore, where the relation of landlord and tenant has existed for a series of years, the preliminaries of registration are reduced to a minimum; and it is almost certain that the tenant might be registered as owner without risk of serious error.

This is, however, thrown out merely as a suggestion. In my opinion every purchasing tenant should have the option of obtaining a parliamentary title at a moderate cost. Mr. Heron, Q.C., M.P., during the past session, brought in a bill which would, if passed, confer this immense benefit on the purchasing tenant, viz., by enabling him, on payment of a sum of money adjudged to be an ample price by the local judge (chairman of the county), to lodge his purchase money in court, obtaining from the local court an order placing him in the position of proprietor of his holding. The expense of this procedure would be trifling compared with that to which a purchasing tenant is now subjected; and to tenants who may prefer a strictly indefeasible or Parliamentary title, this course should be open.

It must occur to any one acquainted with the legal history of Ireland that there is a large class of titles especially calling for registration—the bye-gone conveyances granted since 1850 by the Incumbered and Landed Estates' Court. These conveyances can hardly be short of 15,000 in number, and the property comprised in them can hardly be of less value than forty millions sterling. These were all perfectly clear titles, which, year by year, are now deteriorating. The benefit so obtained is slowly fading away, as complicating facts arise; and in a few years more these titles will be little better than others. The original grantee or his immediate representative would, under such a system as that recommended by the report, bring in the conveyance to the land registry, with an affidavit, a map, and evidence of possession, and register himself *de bene esse*. The process of dilapidation and decay in title is then arrested, and the process of improvement begins; and this with so large an amount of property to operate upon, would be no trifling matter. From the date of registration no searches elsewhere would be necessary, and year by year the title would improve by mere lapse of time.

The last point to be adverted to is the existing registry of deeds. No advocate of registration of title can admit that simplification of title is helped forward by depositing in any office (however well managed) memorials of deeds and instruments. But the office may be useful for many other purposes. For example, if the trustees of a settled estate, with power of sale, are

(*a*) The first and heaviest blow was the sudden death, at an early age, of the eminent judge of the court (Hargreave), who took an interest in the new machinery, and was prepared to superintend its working.

(*b*) The commissioners are not unanimous as to whether there ought to be a similar record of the existing incumbrances, and of leases (Rep., ss. 66—70), but such a record exists under the system now existing in Ireland, and it is found useful.

(*a*) The declarations of title applied for average only twelve in each year.

recorded as owners, the trusts will not be regarded in registration of title, the very object of which is to secure that a transfer by persons on the register is sufficient. But it is desirable that deeds relating to the beneficial interest should find some place of safe custody; nor would it be difficult to enumerate other good reasons for the continuance of a registry of deeds. Some confusion already exists between the two systems. This would increase if a registration of title were operating largely. Therefore it seems necessary that the two systems should be worked in concert. For example, every instrument presented for registration should be examined by an official, and handed over to the particular department to which it relates. When I say that this is a mere difficulty of detail, I mean not that the difficulties of detail in this inquiry are not both numerous and important, but that they might all, by care and forethought, be surmounted. The remedy is suggested by Lord Chancellor Selborne's Bill. Confusion and difficulty might be avoided if the existing registry of deeds, and the enlarged and more comprehensive register or record of title, were both placed in the fullest sense under the control of one Board of Registry, on which the Executive Government would be represented, and over which the Lord Chancellor would preside.

MARITIME LAW.

NOTES OF NEW DECISIONS.

PRACTICE—COSTS — SHIP UNDER ARREST—POSSESSION—FEES.—Where a ship, already under the arrest of the High Court of Admiralty, is arrested in an admiralty cause instituted in a County Court, the plaintiffs knowing of the previous arrest, and that cause is afterwards transferred to the High Court, the possession fees charged by the high bailiff in respect of the County Court arrest will not be allowed by the High Court upon taxation of plaintiff's costs: (*The Rio Lima*, 29 L. T. Rep. N. S. 517. Adm.)

BOTTOMRY — PRIORITY — NON-LIABILITY OF MASTER.—In the absence of any special agreement to that effect, the master of a ship does not incur any personal liability to repay to a bottomry lender the sum borrowed by him on bottomry, where the bottomry bond becomes due by the safe arrival of the ship, and the ship and freight prove insufficient to discharge it in full. The implied contract of the master, arising under the general rule of the maritime law, out of an advance of money for the ship, is extinguished when a lawful contract of bottomry has been made and the debt has been put at risk. The contract of bottomry, which is not only a contract of great sanctity, but also of great peculiarity, is not a mere agreement for security. The reasons for the presumption of liability on the part of the master to seamen and to material-men, fail in case of bottomry. The master of a ship, although an agent of the owner, is also, in a certain sense, a public officer: (*The Bark Irma*, 29 L. T. Rep. N. S. 549. United States Court.)

SPECIMENS OF A CODE OF MARINE INSURANCE LAW.

By F. O. CRUMP, Barrister-at-Law.

(*Continued from page 127.*)

CONCEALMENT.

Definition.

WHERE, in reference to a negotiation for insurance, one party suppresses or neglects to communicate to the other a material fact which, if communicated, would tend directly to prevent the other from entering into the contract, or induce him to demand terms more favourable to himself, and which is known, or presumed to be so, to the party not disclosing it, and is not known, or presumed to be so, to the other:

Phillips, sect. 531; *Carter* v. *Boehm*, 3 Burr. 1909.

NOTE.—It is immaterial that the circumstances concealed prove actually not to affect the risk.

Ibid. 532; Arn. 4th edit. 512. It is also immaterial that they were once known to the underwriter, unless it can be proved that they were present to his mind when he executed the policy.

Bates v. *Hewitt*, L. Rep. 2 Q. B. 595.

Scope of the Doctrine.

The doctrine applies to both contracting parties.

A policy may be avoided by concealment:

(1) Where an agent has knowledge of a material fact which it was his duty to communicate, the principal insurer being in ignorance:

Proudfoot v. *Montefiore*, L. Rep. 2 Q. B. 511.

(2) Where a principal having knowledge of a material fact insures through an agent to whom he does not communicate it:

4 Valin liv. 3, t. 6, art. 40, p. 95.; Arn. 4th edit. 509, 510.

(3) Where an underwriter subscribes a policy knowing that the ship has arrived safe. The premium may be recovered back:

Arn. 511, n. 1.

If an agent, in ignorance of a loss, effect insurance for his principal, who knew of the loss, but not in time to countermand the policy, it is not void:

Arn. 4th edit. 510.

The utmost degree of reasonable diligence should be used in communicating knowledge acquired after the order to insure has been given:

Arn. 4th edit. 527; Ph. s. 561.

Time of Sailing.

The assured is not bound to communicate the time of the sailing of a ship, unless at the time of effecting the policy the ship has been so long on the voyage that the owner has reason to suspect she has met with some casualty:

Elton v. *Larkins*, 5 C. & P. 392; *Ratcliffe* v. *Shoolbred*, 1 Marsh on Ins. 466; Arn. 4th edit. 513.

If the facts withheld at the time of sailing have no tendency to show that the ship was a missing ship at the time of effecting the policy, their concealment will not be fatal:

Foley v. *Moline*, 5 Taunt. 430; Arn. 4th edit. 516.

NOTE.—See also as to evidence of what constitutes a missing ship: (*Littledale* v. *Dixon*, 1 B. & P., N. R., 151; *Elkin* v. *Janson*, 13 M. & W. 655; *Rickards* v. *Murdock* 10 B. & Cr. 527.)

If there be not merely concealment, but positive or virtual misrepresentation of the time of the ship's sailing, that vitiates the policy where a true and full disclosure would have led the underwriter to infer that the ship was a missing ship:

Kirby v. *Smith*, 1 B. & Ald, 672; *Macintosh* v. *Marshall*, 11 M. & W. 116.

National Character.

Any circumstance within the knowledge of the assured, and not equally within the knowledge or means of knowledge of the underwriter, which affects the national character of the subject insured, and therefore exposes it to capture or detention, must be disclosed to the underwriters.

Mayne v. *Walter*, 1 Park Ins., 431; Arn. 4th edit. 521. *Campbell* v. *Innes*, 4 B. & Ald. 423; Phillips, sect. 627.

If the underwriter knows of a foreign law likely to affect the subject of insurance, he should make inquiries of the assured. Both parties being ignorant, the underwriter runs all risks.

Ibid. 1 Park Ins. 432.

American Law.—The private knowledge of the assured concerning the shifting regulations of foreign states, by which the subject assured is exposed to seizure, ought to be communicated.

Phillips, sect. 596.

Liability to Capture, &c.

All facts, lying peculiarly within the knowledge of the assured, which may expose the property to belligerent risks, ought to be disclosed to the underwriters.

Examples:

That the interest assured is belligerent.

That other goods by the same ship are belligerent.

That the goods insured are contraband of war.

That the assured or other shipper has shipped goods which are contraband of war.

That it is intended to violate a blockade.

That the property belongs to a house established in a belligerent country.

Phillips, sect. 624.

The fact that a ship has sailed without convoy ought to be disclosed.

Sawtell v. *Lowdon*, 5 Taunt. 359.

Condition and Position of the Ship.

All material information, although uncertain, and amounting to rumours only(1), and proving ultimately to be unfounded(2), communicated to the assured with regard to the state and position of the ship, in the course of the voyage, ought to be disclosed.

NOTE.—In the case of a voyage policy, matters covered by the warranty of seaworthiness need not, of course, be communicated. There being no such warranty in time policies, everything material must be communicated.

Arn. 4th edit. 524;

(1) *Da Costa* v. *Scanderet*, 2 P. Wms. 179; *Nicholson* v. *Power*, 20 L. T. Rep., N.S., 580.

(2) *Seaman* v. *Fonnereau*, 2 Str. 1183; *Lynch* v. *Hamilton*, 3 Taunt. 37; *Lynch* v. *Dunsford*, 14 East, 494.

If a violent storm has prevailed at a foreign sailing port at a time when the ship sailed, the fact should be communicated to the underwriter:

Arn. 525-6 (n. 1.)

The actual port of loading:

Hodgson v. *Richardson*, 1 W. Bl. 463; *Harrower* v. *Hutchinson*, L. Rep. 5 Q. B. 584,

the employment of the ship in service of peculiar dangor:

1 Emerig. 172; 2 Valin, liv. 3, tit. 6, Art. 40, pp. 127, 128,

the happening of an accident likely to result in damage:

Gladstone v. *King*, 1 M. & S. 35; *Proudfoot* v. *Montefiore*, L. Rep. 2 Q. B. 511,

should be communicated.

Unless inquired for, the previous history of the ship need not be stated:

Freeland v. *Glover*, 7 East, 457.

Matters not necessary to be communicated.

1. The general usages of trade.

2. The general and established restrictions imposed on trade by municipal laws.

3. A state of war.

4. Facts of public notoriety; or where they are matters of inference and the materials for informing the judgment of the underwriter are common to both.

Bates v. *Hewitt*, L. Rep. 2 Q. B. per Cockburn, C.J., p. 605.

5. Information which is waived by the underwriter.

Carter v. *Boehm*, 3 Burr. 1909.

6. The insurance being on "all lawful goods," the assured need not disclose that the goods are contraband.

Phillips, sect. 628.

COMPANY LAW

NOTES OF NEW DECISIONS.

AMALGAMATION—INCREASE OF CAPITAL—RESOLUTION ADOPTED AND CONFIRMED—ACQUIESCENCE—ESTOPPEL.—By an agreement made in Aug. 1864, the H. bank and the I. bank (under the powers contained in their respective articles of association) agreed to amalgamate, the business of the latter company being transferred to the former, and the shareholders in the I. bank having the option of taking newly-created shares in the H. bank at a premium, part of which was to be paid out of the funds of the I. bank. The arrangement between the two banks was made subject to a proviso that if any shareholder of the I. bank should express his dissent in writing within a period mentioned, he could be paid off. The directors of the H. bank (having already exhausted the power to increase their capital, given by their articles of association) caused a resolution to be duly passed at one meeting, and confirmed at another, whereby it was resolved to create and issue 20,000 new shares of £100 each, for the purpose of carrying out the proposed amalgamation. Held, that the directors having duly acquired power in accordance with the 12th and 50th sections of the Companies Act 1862, to increase the capital of the company beyond the amount authorised by the articles of association, the new shares were validly created, and that it was not necessary for the H. bank, under sect. 12 of the Companies Act 1862, to have previously by a special resolution altered in express terms the articles of association of the company so as to give the power to create additional capital, the substantial effect of the resolution actually passed having been to alter the articles of association by giving such power. After they had entered into the agreement for the amalgamation, the directors issued circulars, informing the shareholders of the I. bank of the arrangement which had been made, and intimating to them that they had an option to take such new shares in exchange for their shares in the I. bank, on the terms specified. C. and H., who were shareholders in the I. bank, applied in writing for and obtained shares in the H. bank in exchange for their shares in the I. bank, and they paid premiums and certain calls on these shares. In May 1866, a dissentient minority of the shareholders of the I bank filed a bill to set aside the amalgamation, and after obtaining in 1868 a decision in their favour, a compromise was made, and they were paid off. In Nov. 1866 the H. bank was ordered to be wound-up. In Jan. 1871, C. paid, but under protest, moneys demanded under a balance order in respect of his shares in the H. bank. On applications by C. and H. to have their names removed from the list of contributories, and to have the moneys which they had paid on their shares in the H. bank repaid with interest, on the ground that it had been decided at common law that the issue of the new shares was void. Held, that the decision of the common law court having been arrived at without a knowledge of the compromise with the dissentient shareholders, was not binding, and that C. and H. were liable as contributories in respect of the shares allotted to them in the H. bank in exchange for their shares in the I. bank. Decision of Wickens, V.C., reversed: (*Campbell's case*, 29 L. T. Rep. N. S. 519. L. C. and L.JJ.)

STOCK EXCHANGE—SALE OF SHARES—LIABILITY OF JOBBER—INFANT TRANSFEREE.—The plaintiff, through his broker, sold to the defendant, a stock jobber, a number of shares in a bank. On the same day the jobber gave to the plaintiff's broker a ticket with the name of G. E. upon it, as the intended purchaser, and which name had been passed to him from another jobber in the usual manner according to the course of business on the Stock Exchange. The plaintiff executed a transfer to G. E., whose name was registered as a shareholder. The bank being wound-up it was discovered that at the time G. E.'s name was passed to the plaintiff as the transferee of the shares he was an infant, and by order of the Court of Chancery the plaintiff's name was placed upon the list of contributories in his stead. To an action brought by the

plaintiff against the defendant to indemnify him for the amount of calls paid, in consequence of being replaced on the list of contributories, the defendant pleaded that he was discharged from his liability by the usages of the Stock Exchange. The jury found that it was not part of the usage of the Stock Exchange that, if there be several intermediate sales between the first seller and the last buyer, and the first seller receive the price of the shares and transfer them to the last buyer, the intermediate buyers are irresponsible when the name of the transferee which was passed was that of a person legally incapable of being registered. Held, that the judge was right in leaving the jury to say what was the usage of the Stock Exchange, for it is not so universal an usage as to be binding upon all persons dealing there. Held also, that the jobber, until he has passed to the purchaser the name of a person who is legally capable of contracting, and who has given authority for the use of his name as transferee, is not discharged, notwithstanding the rules and usages of Stock Exchange to the contrary: (*Dent* v. *Nickalls*, 29 L. T. Rep. N. S. 536. C. P.)

WINDING-UP — CONTRIBUTORY — QUALIFICATION OF A DIRECTOR BOUND TO HOLD SHARES — TRANSFER TO A DIRECTOR OF SHARES ALLOTTED TO A PROMOTER OR PAID IN FULL.—When the holding of a certain number of shares is a necessary qualification for a director of a company, the acceptance by a man of the office of director is a most material fact in determining whether he shall or shall not be permitted to repudiate, as unauthorised by himself, shares which have got into his name, and which were needful for his qualification, but the mere fact of a man having accepted the office of director in a company, in which the holding of a certain number of shares is a necessary qualification, does not necessarily raise the inference that he has entered into a contract with the company to be the allottee from them of the number of shares necessary to his qualification: (*Brown's case*, 29 L. T. Rep. N. S 562. L. C. & L.JJ.)

WINDING-UP—COMPANY INCORPORATED BY SPECIAL ACT TO CONSTRUCT DOCK AND RAILWAY—JURISDICTION.—The court has jurisdiction, under the Companies Act 1862, s. 199, to wind-up a docks company incorporated by special Act of Parliament for the purpose of constructing docks and a branch railway, where the railway is only a subordinate part of the works authorised by the Act, as such a company does not fall within the exception contained in the section of being a "railway company incorporated by Act of Parliament:" (*Re Exmouth Docks Company*, 29 L. T. Rep. N. S. 573. V.C. M.)

RAILWAY—USE OF BY OTHER PERSONS—USE OF SIGNALS—APPROVAL OF ENGINES.—A colliery company having railways from their collieries, with junctions with the line of a railway company, claimed the right, under sect. 92 of the Railway Clauses Act 1845, to use the railway. After some correspondence as to the engines to be used for that purpose, the railway company protested against the plaintiffs using the railway with engines belonging to another railway company, and also without an examination of them under sect. 115 of the same Act. The plaintiffs then attempted to run a train on to the line, but found the gates at the junction locked. They were likewise told that the signals and points would not be worked for them. The bill was then filed, alleging that the engines had been approved for another purpose in 1857, and praying for an injunction to restrain the defendants from obstructing the plaintiffs in the use of their line. On motion the injunction had been refused, on the ground that the defendants could not be ordered to work the signals. The bill was then amended, alleging the right of the plaintiffs to such an order, and extending the injunction prayed for that purpose. Held, that though the word "railway," in the interpretation clause, includes "signals" as "works," still there was no obligation under that or the 92nd clause upon the railway company to work the signals for the persons using the railway. That the 12th section of the Railway Clauses Act 1863 provides that where junctions are authorised to be made, proper regulations as to signals, &c., are to be made, and that that shows that such regulations should be settled before any user can be claimed. That although the 92nd section gives a distinct right to use the line on certain terms, still the court will not enforce it by an injunction, as it cannot see to the performance of an obligation to work signals, &c., from time to time. The absence of a proper method of enforcing the provisions of sect. 92, is no reason for extending the jurisdiction of the court. It is not a reason for interference that the times proposed for running trains are convenient. Approval, under sect 115, of the engines to be used, is a condition precedent to the user of the line under sect. 92: (*Powell Duffryn Steam Coal Company* v. *The Taff Vale Railway Company*, 29 L. T. Rep. N. S. 575. V.C. H.)

SECRETARY TO A RAILWAY—PRODUCTION OF DOCUMENTS BY.—In obedience to the instructions of his directors, and in disobedience of the order of the district prothonotary of the Common Pleas at Lancaster, and of the order of an arbitrator, the secretary of a railway company refused to produce, before the arbitrator, numerous books and papers of the company, which the attorney of the plaintiff in the cause referred swore to be material to the plaintiff's case. Held, that the secretary, being in the position of a servant, was justified in obeying the orders of his masters not to produce the documents, and a rule to attach him for contempt discharged. Whether an action would lie in such a case, *quære*: (*Re Sharpley*, 29 L. Rep. N. S. 580. C. P.)

ELECTION LAW.

THE LIVERPOOL MUNICIPAL PETITION.

THE *Liverpool Mercury* of Dec. 20 says: "In conformity with the order made by Mr. J. T. Collier, one of the judges of the Liverpool County Court, the inspection of the voting lists, papers, and documents, connected with the Pitt-street ward election took place yesterday, at the Municipal-offices, Dale-street. The return of Lieut.-Col. Hamilton, the Tory candidate, is questioned by the Liberals, who took steps to petition against it. The preliminary to this was the investigation of the papers, as ordered by the County Court judge, and this took place yesterday in the presence of Mr. Joseph Rayner, town-clerk; Mr. Billson representing the Liberals; and Mr. John Hughes, the agent for Lieut.-Col. Hamilton. The result of the investigation has disclosed a state of affairs in connection with the management of the election for which both parties have a right to complain. In Pitt-street ward there are 774 voters, and at the late election 608 voted—305 for Col. Hamilton, and 303 for Mr. James Steel. On the day of election the returning officer rejected several voting papers in consequence of the stamp required by the Ballot Act not being upon them. We understand that the investigation yesterday disclosed that there were seven other papers which had been counted although they did not bear the official stamp, and which consequently, upon a scrutiny must be disallowed. Five of the seven votes were given for Mr. Steel, and the other two for Col. Hamilton. It has also been discovered that about twenty persons receiving parochial relief, and who were consequently disqualified, voted; but whether for the Liberal or Tory candidate will not be ascertained until a scrutiny takes place, should the proceedings ever reach that stage. Considerable dissatisfaction is expressed at the fact that there should have been so many unstamped voting papers received. The Ballot Act contains some stringent provisions in regard to the conducting of municipal elections. One is to the effect that should a defeated candidate be in a position to prove that the election had been lost owing to the negligence of the presiding officer, he shall have the right of action against that official. Whether the petition in the case of Pitt-street ward will be further proceeded with is doubtful. Several of the leading Liberals in the ward are desirous of going on with the matter to the end. That there was a strong *prima facie* case for an inquiry, the proceedings so far as they have gone have abundantly proved. That the election was conducted in a somewhat loose manner is beyond doubt; but whether the Liberals have anything to gain by pursuing the matter further is open to question. They have demonstrated the necessity of care and vigilance being exercised at elections under the Ballot Act; and as it is problematical that the seat can be now gained for Mr. Steel, it has been suggested that it would be the gracious thing to do to let the matter drop."

[The petition has been since abandoned.—ED. L. T.]

ECCLESIASTICAL LAW.

NOTES OF NEW DECISIONS.

PROHIBITION—COMMISSION UNDER CHURCH DISCIPLINE ACT.—DISCRETION OF BISHOPS.—An application made to the ordinary jurisdiction of the Court of Chancery out of term, for a prohibition to prevent the Bishop of Gloucester from issuing a commission under the Church Discipline Act, to inquire into certain offences alleged to have been committed by the vicar of a parish, until the vicar had been heard by counsel before the bishop as to certain preliminary objections, and especially as to the fitness of the promoter, was refused, the court holding that there was nothing in the Act to fetter the discretion of the bishop: (*Ex parte Edwards*, 29 L. T. Rep. N. S. 529. V.C. B.)

TITHES—MODUS—CONVERSION INTO TILLAGE ORCHARD. — Before the Tithe Commission Act 1836, an award was made under certain Inclosure Acts, by which the tithes of the land, in which the respondent was a landowner and the appellant the rector, were commuted. By this award a yearly modus payable for hay and agistment tithe payments, and also larger sums to be paid yearly for the same lands, when occupied by non-residents or converted into tillage, were fixed by the commissioner. A house had since been built upon a portion of a field of the respondent mentioned in the award, and a further portion to the extent of twenty-two perches was converted into garden ground, and the remainder of the field made into an orchard. The appellant put in a distress for the larger sum fixed by the award to be paid for this field, on the ground that part of it had been converted into "tillage." Held (affirming the judgment of the Court of Exchequer Chamber) that, as to the orchard, there had been no conversion into tillage: (*Dudman* v. *Vigar*, 29 L. T. Rep. N. S. 552. H. of L.)

COUNTY COURTS.

BIRMINGHAM COUNTY COURT.

Thursday, Dec. 18, 1873.

(Before H. W. COLE, Q.C., Judge.)

HADDON *v.* WILDE.

Action—Defence of liquidation—Informal resolution—Application to restrain—Rule 289, *B. R.*

Eaden appeared for the plaintiff.

Fallows for the defendant.

The action was to recover the sum of £13 2s. 1d. on a returned bill, but a point arose of some interest to creditors in connection with liquidation proceedings. The defendant had given notice that at the time appointed for the hearing of the summons he intended to rely upon the following ground of special defence: That on the 31st July 1872, he filed in that court a petition for liquidation by arrangement or composition with his creditors; and that at the first meeting of creditors, held under such petition on the 26th Aug. in the same year, a resolution, which was duly registered on the 27th Aug. was passed for liquidation of his estate by arrangement, and not in bankruptcy; and Mr. John Harrison was appointed trustee.

Fallows now submitted that the plaintiff who was one of his client's creditors, could not maintain the present action under the circumstances of the case, as he had not been prejudiced in any way.

Eaden said the plaintiff had not notice of the meeting of creditors and the proceedings, and he was therefore entitled to institute the present proceedings to recover the amount owing to him.

Fallows remarked that the plaintiff was represented at the creditors' meeting, and Mr. Eaden signed the proceedings.

Eaden was prepared to show that the plaintiff had no notice of the proceedings, and was not represented as suggested. Had his client had notice of the meeting, he would have attended. Nobody attended for him, and he (*Eaden*) was prepared to show that he had been in many ways prejudiced. It was absolutely necessary that he should have had notice, if not at the creditors' meeting, at a future time. Mr. Haddon did not have notice, and the practice was established, as he could show by reference to authorities, that where a creditor's name was not inserted on the first list filed, under the 256th section, the debtor was not in a position to ask to have the resolution registered without giving the creditor who had not had notice the opportunity of attending to be heard on the question of registration.

His HONOUR was aware that when the petition was filed a list of all the creditors was taken into court. When the resolution was taken for registration a statement of affairs was handed in. In the present case the statement of affairs did happen to contain the name of the plaintiff, and it was apparent that there was a name short in the first list of creditors. If the other side had given them notice to attend the registration of the resolution they would have been acting rightly. Not having done so, he said they were bound to call another creditors' meeting, and as the debtor had been guilty of an omission to point out to the registrar that one creditor's name was absent, it was his fault and he must be answerable for the consequences. His Honour questioned whether he was not bound by the resolution registered.

Eaden contended that he was entitled to maintain the present action, official notice not having been given to the plaintiff or his debt proved; this being the case, they were entitled to go behind the resolution, and then the debtor ought to protect himself by calling another meeting of his creditors. In support of his argument he relied upon the case *Cadiot* v. *Johnstone* (22 Solicitors' Journal, 47).

His HONOUR.—It is quite clear I have power given under rule 289 to restrain the plaintiff from enforcing any proceedings.

Eaden.—The other side have had the opportunity of making application for a restraining order, and they have failed to do it.

His HONOUR.—Then I can adjourn the case for that purpose.

Eaden said if the court would give plaintiff a verdict for the amount claimed, and stay execution until application had been made for a restraining order, he (*Eaden*) could appeal against that, and the matter could be settled in the Bankruptcy Court.

His HONOUR.—The question is whether I ought not to adjourn this action, with liberty for the defendant to move in Bankruptcy to restrain further proceedings. I will consider whether what has been done is a bar to the action going on.

Ultimately His HONOUR adjourned the case until the 26th Jan., in order that the defendant might make a motion in bankruptcy to restrain the action, under the 289th rule.

BRADFORD COUNTY COURT.

Dec. 2 *and* 6, 1873.

(Before W. T. S. DANIEL, Q.C., Judge.)

MOSCROP *v.* LANCASHIRE AND YORKSHIRE RAILWAY COMPANY.

Carriers Act (11 *Geo.* 4, *&* 1 *Will.* 4), *c.* 68, *s.* 1—*The value of the contents of a parcel is the value of the goods to the owner, not the value to a tradesman to buy and sell again.*

Hutchinson for plaintiff.

Terry (*Terry* and *Robinson*) for the defendants.

This action was brought to recover the sum of £9 10s., as demages for the loss of a parcel sent by the defendants' railway, and not delivered. The parcel consisted of a small box containing a lady's gold lever watch. The defendants relied upon the Carriers Act (11 Geo. 4 & 1 Will. 4. c. 11), s. 1, alleging that the parcel exceeded £10 in value, and the value was not declared. There was no suggestion that the parcel had been lost through the felonious act of any of the defendants servants. The only question is one of fact, namely, did the contents of the parcel exceed £10 in value, and the affirmative of that issue must be established by the defendant. It appeared in evidence that the watch had been purchased five or six years ago of Messrs. Rhodes and Son, the well known jewellers, of Bradford, as a present to the plaintiff's wife. Its actual cost did not appear, but the manager of Messrs. Rhodes and Mr. Rhodes, the son, proved that the actual price of such a watch was £15 15s. The watch had been sent by the lady to Messrs. Rhodes to be cleaned and repaired, and then returned to her at Rochdale where she lived. It was so cleaned and repaired and then returned by railway carefully packed up in a box about the size of a cigar box, properly addressed, but without any indication of the nature of its contents, or declaration of value. The sum of £9 10s., the amount claimed in the action, was arrived at thus: Mr. Rhodes and his manager treated it as a second-hand watch, and stated that, if offered to them for sale they would have given £8 10s. or £8 15s. for it and no more, and would have sold it again for £9 10s. I do not think this a proper test of the value of the watch. The test is, what was its fair value to the lady, disregarding altogether any value she might attribute to it as a present, *pretium affectionis*. The watch when cleaned and repaired by Messrs. Rhodes and returned to the lady, which was the state in which it was when delivered to the defendants as carriers, was, so to speak, as good as new to her, and in answer to a question from me the lady said, speaking as a lady might be expected, very fairly, she thought the watch would be worth £12 or £13, but of course she could not tell. I think, however, that evidence is more reliable than the evidence of what the watch would be worth in a tradesman's shop to buy and sell again, and that any jury would be bound to find that the contents of the parcel did exceed £10 in value. The defendants are, therefore, entitled to the protection given them by the statute, for this is the very sort of case to which the statute was meant to apply, and it would be most unfair towards common carriers to allow the public, whose goods they are bound to carry, to deprive them of the protection of the statute by undervaluing, though without any improper intention, the goods sent, and thereby bring the value below the statutory limits. The judgment will, therefore be entered for the defendants with costs.

CROYDON COUNTY COURT.

Dec. 1 *and* 19, 1873.

(Before H. J. STONOR, Esq., Judge.)

COSSTICK *v.* LAPORTE: NASH *v.* SAME; WELLS *v.* SAME.

Married Women's Property Act 1870, *s.* 1—*Husband tenant of, and resident in, house in which his wife carries on business—Wife's separate property.*

H. Parry, Croydon, appeared for the claimant.

Thomas A. Goodman, Brighton, for the three judgment creditors.

Dec. 19.—His HONOUR.—The claimant is the wife of the defendant in three actions (respondents, Cosstick, Nash, and Wells), and claims the goods taken in execution therein as her property, in which her earnings have been invested by her, and to which she is entitled for her separate use under the Married Women's Property Act 1870, s. 1. The amount of the judgments has been paid into court. The claims were heard by me on the 4th Nov., and decided in the claimant's favour, except as to £20, representing goods purchased by her with moneys received from her sisters, which clearly did not fall within the Act. At the hearing the claimant and her husband deposed that the claimant was living with her husband, who was a confirmed invalid, in a house at Brighton, taken by her and in her name, and in which she carried on the business of a lodging-house keeper, also in her name and by herself alone, without any interference or assistance from her husband, except that on a few occasions he wrote letters at her request chiefly as to repairs to the house. The respondents, the execution creditors, were not aware till the hearing of the nature of the employment in which the claimant alleged her earnings had been made, and supposed that it was some professional employment, and they were therefore unprepared to meet the case. After the trial they became informed that the house had been taken by the husband and in his name, and also that the husband had in various ways interfered and assisted in the conduct of the business carried on there, and even to the internal management of the house, and they applied upon affidavits for a new trial, which I felt bound to grant. I have now re-heard the case and consider it to be one of much greater difficulty than it appeared to be on the first hearing. I still adhere most firmly to the opinion which I then expressed, that it is not necessary to the separate carrying on of an employment, occupation, or trade, by a married woman within the meaning of the Married Women's Property Act 1870, sect. 1, that she should live apart from her husband (whom she is bound by the 13th section to maintain) but only that her husband should not interfere or take part in carrying on such business, and I still think that on the evidence then before me, the claimant proved herself to have carried on the business of a lodging house keeper separately from her husband, and the question for my decision to-day is whether upon the contradictory evidence as to the tenancy of the house, and the additional evidence as to the husband's interference with the business carried on in it since adduced before me, the claimant is still entitled to her verdicts. I will consider, first, the contradictory evidence as to the tenancy of the house. It consists of the admission made on cross-examination by the claimant and her husband, that although the house was taken for the purpose of being let as a lodging-house by the claimant, and this fact was communicated to the landlord, the husband as well as the claimant, saw the landlord about the letting, and nothing was said as to the house being let to the wife or taken in her name, and of several letters by the husband to the landlord or his agent, relative to the payment of rent and repairs of the house, and finally of a notice to quit by the husband as tenant of the house. It also appeared that the husband was rated for the house, and receipts for the rates and taxes were given in his name, and that he was registered as a voter, but never voted. A previous tenancy of another house by the husband was also proved, but I do not consider that any evidence of the letting now in question, although it is evidence of the mode in which the claimant carried on the business of a lodging-house keeper. Upon this point of the case, I think that it is clear that the claimant's husband was the tenant of the house in question, and that it was not taken by her in her name as she deposed, although no doubt it was taken by her husband with her personal assistance, for the purpose of enabling her to carry on the business of a lodging-house keeper, which seems to have caused the confusion in her mind on this point. The question then arises whether the fact of her husband having been the tenant of this house is sufficient in itself to disable her from claiming the earnings of the business carried on there as her separate property under the 1st section of the above Act. At first I was strongly inclined to think this was so on the ground that the business of a lodging-house keeper evidently consists in the letting of the rooms themselves, as much as in the providing furniture and attendance. But since the last hearing it has occurred to me that a married woman, even if living separate from her husband, could scarcely obtain a house in which to carry on the business of a lodging-house keeper, without the same being taken in the name of her husband or a trustee; for a married woman is wholly unable to execute a deed or enter into any contract at law, and therefore a landlord who lets a house to a married woman would be entirely at the mercy of the tenant, and could not even distrain for the rent at law, although he might in equity obtain relief against any separate estate of hers. And I am therefore not prepared to say that if a married woman carried on the business of a lodging-house keeper in a house taken in the name of her husband or a trustee, that she could not still carry on the business separately from either of them, indemnifying him against the rent and taxes out of her earnings. I however think that the circumstance of the house being let to the husband, militates very much against the separate trading by the wife, and renders necessary a very close inquiry into the subsequent action of the husband, with reference to the business carried on in it. The payment of the rates and taxes by the husband, and the insertion of his name on the register, were, of course, incidental to his tenancy, and, according to my views, are immaterial. It remains for me to consider the additional evidence now before the court, as to the husband's interference in the business in question. It appears that previous to the husband taking the house he had taken the upper part of the adjoining house for the same purpose of letting lodgings, and had paid the rent, corresponded with the landlord, and given notice to quit. In both houses the claimant issued cards in her name alone, with a notice of "apartments to let" at the top, and circulated them among the tradesmen in the neighbourhood and others. She also had accounts with tradesmen in the neighbourhood in her own name, and the judgment creditors in two of the actions had debited her in their books with the goods in respect of which they sued her husband, or with part of them. On the other hand, some of the tradesmen, and I believe all, or some of the judgment creditors, had debited her husband with some of the goods supplied. The tradesmen thus appear to have charged their goods indiscriminately to the claimant and her husband; but the majority, perhaps, appear to have charged them to the claimant. It was stated that it was common at Brighton to open accounts in the name of the lady who gave orders, whether married or not, on account of the tradesmen not knowing the christian names or condition of the husband and the frequent change of occupation of house and lodgings, but this scarcely seems to apply to the case of a yearly tenant of an unfurnished house, a householder and ratepayer. Evidence was also given that the husband had on some few occasions ordered goods and paid bills without any objection to their having been made out in his name. The claimant contends that her husband did so as her agent at her request and with her money. With regard to the husband's interference in the internal management of the house, the evidence consists of three receipts given by him to a lodger (the Hon. Miss Kerr), as he deposes, at her special request, and a letter which he wrote to her as to letters left for her after her departure. The claimant contends that her husband did so at her request, and as her agent. This appears to exhaust the evidence before the court material to the issue which I have to decide, viz., whether the business of a lodging house keeper was carried on by the claimant separately from her husband or not. It is to be observed that this is not the ordinary question as to whom credit was given in any particular transactions, nor is it the question whether any particular creditor or creditors knew that the claimant was carrying on this business separately from her husband, but the simple question whether or not she was in fact so carrying on this business within the meaning of the "Married Women's Property Act 1860," and after great consideration I am of opinion on this very difficult mixed question of fact and law that notwithstanding the house was taken in the husband's name, that he occasionally ordered and paid for goods in his own name, and in the instance of one lodger acted as if he were carrying on business himself, still as the business was carried on in the name of the wife, and this was made known in the usual manner, and as it was by her personal exertions that it was so carried on, the claimant did carry on this business separately from her husband within the meaning of the Act. The claimant is, therefore, entitled to the verdict, but the judgment creditors may have their remedy in Chancery as I pointed out before, against the claimant for such of the goods as were supplied whilst she carried on the business of a lodging house keeper at the house in question. The verdicts to stand, but the money to remain in court for one month, with liberty for all parties to appeal, and no costs,

SHREWSBURY COUNTY COURT.

(Before J. W. SMITH, Q.C., Judge.)

Monday, Dec. 15, 1873.

HULTON *v.* JOINT COMMITTEE OF MANAGEMENT OF THE SHREWSBURY RAILWAY STATION.

Passengers' luggage—Lost at station—Liability.

THIS was an action to recover £23, the value of a bag and contents lost at the Shrewsbury Railway Station on November 16th last.

Chandler appeared for the plaintiff.

F. Adcock for the defendants.

Mr. Harrington Hulton stated that he was a barrister. On the 16th November he took a first-class ticket from Manchester to Shrewsbury by the London and North-Western Railway. The train was a quarter of an hour behind time. At five o'clock he arrived at the middle platform at Shrewsbury. He told a porter he was going on to Pontesbury, but wished to meet the London train. A porter volunteered to take charge of a bag until the 6.25 train arrived. He refused to let the porter have it. The porter said the London train had arrived, and pointed him to one on the refreshment side of the platform. He told the porter to bring his bag there, and to wait with it until he had met the London train. He ran to the train pointed out, but found it was not the right one. The London train immediately succeeded it. After he found that he had made a mistake the porter followed and asked if he should collect the luggage, and he told him to do so, and label it "Pontesbury." The London train arrived, but went to a different platform to the one he was on. There was a great crowd. He met his brother, and the porter came up and told him his bag was gone; and his brother said, "Had you charge of it?" and the porter answered, "I had." His brother then said, "Come along to the station-master." They all went to Mr. Hankey, and his brother told Mr. Hankey that the luggage was lost. Mr. Hankey asked the porter who had charge of the luggage, and the porter replied, "The gentleman had charge of it himself." Witness's brother said to the porter, "Why, only a minute or two ago, you said you had charge of it." Mr. Hankey supported the porter. A day or two after he applied to Mr. Hankey, who told him he had better apply to the company. [A letter was here put in, written to the superintendent of the company, describing the manner in which the luggage had been lost, and also the nature of the contents. A letter was also put in from Mr. Patchett, and read; and also one from Mr. T. M. How, saying that the plaintiff would take proceedings to recover the value if not amicably settled. He considered the value of the bag and its contents at £23.]

Frank Adcock cross-examined the witness as to the value of the contents of the bag. When the witness arrived at Shrewsbury he instructed the porter to label his luggage for Pontesbury. He had only booked to Shrewsbury. He could book to Pontesbury, but a passenger has to point out where the tickets are kept to the clerk before he can get booked. He was standing about five yards from the barrow on which the luggage was, when the porter came up to him and asked him if he had got his bag.

Mr. William Edward Montague Hulton Harrop, brother of the plaintiff, deposed to the porter stating that he had charge of the luggage, and after as to the interview with Mr. Hankey. Mr. Hankey ultimately told him he was talking nonsense, and the interview terminated. He (witness) was not surprised at that remark, because some officials were so nice in their ways. There was a great deal of confusion, and he had never seen the gates kept worse than they were on that occasion.

Mr. Henry Robinson, jeweller, &c., High-street, deposed to the value of the articles in the bag and the bag, which roughly he should estimate at a little over £20.

Adcock, in defence, contended that there was no liability on the part of the company after the porter had placed them on the spot pointed out by the plaintiff. If there was any liability the company was liable as gratuitous bailees. He contended that as the plaintiff's ticket was only from Manchester to Shrewsbury the company were not liable.

His HONOUR, however, ruled that it was the fault of the company, and a great inconvenience to the plaintiff that he was not furnished, at Manchester, with a ticket for Pontesbury after he had asked for it.

Adcock said he would not press that point, and went on to contend that it was the duty of the plaintiff to look after his own luggage when he saw the porter going to get labels. The articles, he urged, would come under the Carriers' Act, as some of them were of more value than £10. He then called Owen Hughes, a porter in the employ of the joint company. He stated that the plaintiff instructed him to get the luggage from the train, and take them to the platform on the refreshment side of the station. He told him that he was going to Pontesbury, and instructed him to fetch labels for them, and he would stand by the luggage till he came back. When he came back with the labels the plaintiff was standing by. He missed the bag, and told the plaintiff, who said, "There are a lot of —— thieves about." He denied being in charge of it, but admitted bringing it across and putting it down as directed. The platform was very crowded.

Chandler having replied,

His HONOUR gave judgment for the plaintiff for £15.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

INSPECTORSHIP DEED — AFTER ACQUIRED PROPERTY — MONEY ARISING FROM MORAL CLAIM.—On the sale by a railway company of its undertaking to another company, an agreement under seal was executed, whereby the purchasing company covenanted to give the contract for the construction of the not yet constructed lines of the selling company to P. (who was not a party to the deed) or his nominees. P. subsequently executed a deed of inspectorship for the benefit of his creditors, which provided that "all the estate and effects of the debtor" should be administered as in bankruptcy. Before P.'s estate was wound-up, the purchasing company, in accordance with their covenant in that behalf, gave the contract for the construction of the lines to nominees of P., who paid him £3500 for the nomination, and the inspectors claimed the amount: Held (reversing the decision of one of the registrars) that inasmuch as P.'s right, under the covenant in the agreement between the two companies, to which he was not a party, was a mere moral claim, unenforceable at law or in equity, it was not part of "the estate and effects" of P. at the date of the deed of inspectorship; that the deed of inspectorship did not pass after-acquired property, and that the inspectors were not entitled to the sum of £3500: (*Ex parte Piercy; Re Piercy*, 29 L. T. Rep. N. S. 559. Ch.)

COURT OF APPEAL IN CHANCERY.

Friday. Dec. 19.

(Before the LORD CHANCELLOR (Selborne) and Lord Justice MELLISH.)

Ex parte JAY; *Re* POWIS.

Bankruptcy—Debtor summons—Petition for adjudication—Receiver—Withdrawal of petition.

THIS was an appeal from a decision of Mr. Registrar Spring Rice, sitting as Chief Judge.

On the 3rd Oct. 1872, G. H. Jay took out a debtor summons against H. Powis for a debt owed to him; and the debt not having been satisfied, he presented a petition for adjudication in bankruptcy against Powis on the 12th Oct. On the same day Jay applied for and obtained the appointment of receiver of the debtor's property under the 13th section of the Bankruptcy Act 1869. On the 15th Oct., Powis, with the consent of the receiver, paid Jay £1050, and Jay then withdrew his petition. Powis was afterwards adjudicated a bankrupt on another creditor's petition, and a trustee was appointed. On the application of the trustee the registrar ordered Jay to refund the sum of £1050, and Jay appealed from this order.

Little, Q. C. and *Winslow*, appeared for Jay.

De Gex, Q. C. and *Finlay Knight*, for the trustee, were not called on.

The LORD CHANCELLOR said that no greater mischief could be done by those who had the administration of bankruptcy than to permit such a transaction as this to stand. A receiver was an officer of the court, and it was his duty not to part with any property except under the direction of the court, and he had to account to the court for all that he received. So great a power as that of appointing a receiver immediately on the presentation of a petition for adjudication could only be given with a view to the benefit of all the creditors. No doubt it was in the power of the creditor in the present case to apply to the court to dismiss his petition and to discharge the receiver, and to direct him to pay over any money which he had received to the creditor, and the court might have made the order if no other creditor had in the meantime presented a petition. But nothing of the kind was done here. On the contrary, without any authority from the court, the money which the receiver ought to have got in and retained was applied for the benefit of this particular creditor. His Lordship agreed with the decision of the registrar, and the appeal must be dismissed with costs.

The Lord Justice MELLISH concurred.

MANCHESTER COUNTY COURT.

Dec. 1873.

(Before J. A. RUSSELL, Q.C.)

Re BOOTHROYD; CROSS *v.* BUTCHER.

Mortgage obtained by fraud—Claim to follow money in hands of mortgagor and to preserve lien on mortgaged estate.

Held that the claim could not be sustained.

Small *v.* Attwood *discussed*

S. Hall (barrister-at-law), for Mr. Cross.

Cobbett (solicitor), for the trustee in the bankruptcy.

This was a motion on behalf of Mr. Cross, that certain bank notes and other moneys in the possession of the bankrupt, might be declared to belong to, and might be directed to be delivered by the trustee to Mr. Cross.

The case was peculiar. Boothroyd had purchased an estate at Whitby, in the county of Chester for £9000, and he took the conveyance to himself in the fictitious name of Jackson. He then purported to convey nearly the whole of the estate to one Smith, Smith being another *alias* of Boothroyd, and the last conveyance contained covenants by Jackson with Smith for production of the earlier deeds. Boothroyd then executed a number of duplicates of that deed, and a mortgage in the name of Smith with certain parties, giving them one of the duplicates, and the earlier deeds were produced by Boothroyd himself, who explained that he had borrowed the deeds for that purpose from Jackson, whom he described as his uncle. After the completion of that mortgage he then registered a mortgage upon the same property with Mr. Cross for £6000, covenanting that the property was free from incumbrances, and giving him another duplicate, and producing the earlier deeds as before. Boothroyd unsuccessfully attempted to obtain a third mortgage in the same way upon the same property, when the fraud was discovered, and Boothroyd was arrested. It was afterwards found that numerous frauds of the same character had been committed by Boothroyd. He was made bankrupt, and it was arranged that the Whitby estates, including the small portion retained by Boothroyd, should be sold by the mortgagees and the trustee. The mortgage upon the Whitby estate being insufficient to pay both mortgages in full, and Mr. Cross being able to trace a portion of the money advanced by him to Boothroyd into his possession, Mr. Cross, on the 14th Nov. 1863, moved for an order to the effect above stated, and asked that the order might be made without prejudice to his right to have the balance of the proceeds of the sale of the Whitby estate remaining after satisfaction of the prior mortgage applied in payment of the residue of his mortgage debt. On the same day Mr. Cross had obtained the usual order of inquiry into the amount owing on his security.

Hall, for Mr. Cross, argued that Mr. Cross had been induced to enter into the contract for the loan by means of the fraudulent misrepresentations of the bankrupt, and was entitled to rescind the contract. *Taylor* v. *Plummer* (3 M. & S. 562), and *Gladstone* v. *Hadwen* (1 M. & S. 526) which have been frequently followed both at law and in equity, are clear authorities for the right of the party defrauded to follow his money or goods if it or they can be traced, notwithstanding bankruptcy. The general equity is laid down by Lord Hardwick in *Barnesley* v. *Powell* (1 Vesey 289). But we go further and say that although the contract is rescinded, the court will not deprive us of our charge upon the mortgaged estate till the debt is fully satisfied. In *Small* v. *Attwood* (1 Younge 211), the only case on the subject, the plaintiffs, who had obtained a decree for the rescission of a contract of sale obtained by the fraud of the defendant, prayed that they might follow part of the purchase money into certain stock, and that the order might be made without prejudice to their lien upon the estate, and for an injunction to restrain any dealing with the stock. Although no decree was ever made Lord Lyndhurst granted an injunction, and did not require the lien to be abandoned. The cases are analogous. A mortgagee is a purchaser *pro tanto*. What equity has Boothroyd to require us to abandon our charge? We only ask to be let alone. *Hall* also argued that Mr. Cross had a right to rescind the contract as to such portion of his money as he could trace, and might treat his mortgage as a subsisting security as to the residue, because he was unable by rescinding the contract *in toto* to place himself in his original position in consequence of Boothroyd's dealings with the loan; and quoted Kerr on Fraud, p. 269, and cases there quoted on partial rescission of contracts. He urged that as the estate had been agreed to be sold there was no practical inconsistency in the relief asked for upon whichever ground the order was made.

Cobbett.—This is not the case of a trust. You cannot partially rescind a contract. It is a mere case of a loan, and you cannot "Blow hot and cold."

Cur. adv. vult.

Dec. 5.—After stating the facts, HIS HONOUR said that the case struck him on hearing the arguments as one *primæ impressionis*; and that if Mr. Hall's contention were correct, it was surprising that such an easy remedy had not been frequently made use of. He had, however, considered the authorities, and examined the original records of the case of *Small* v. *Attwood*. That case, even as an authority for following purchase money, had been questioned by Sir E. Sugden and Mr. Dart, in their works on Vendors and Purchasers, and had never been followed. It was, moreover, a case of vendor and purchaser, and if necessary he should distinguish the present case, as being one of mortgagor and mortgagee; and in *Small* v. *Attwood* it was necessary for the purpose of deciding the right to an injunction to enter into the question of the lien. Now what did the plaintiff seek to do in this case? He was seeking to get

back the money out of which he said he had been defrauded—that was, to set aside the mortgage so as to get back money on a contract which never existed. He was seeking likewise to come in on the estate for the balance of money he lent, which he could not recover in specie; so that while on the one hand he was upsetting the mortgage, on the other he was maintaining it, because it was only by so doing that he would get 20s. in the pound. That seemed to him (the learned Judge), as far as his judgment went, to be entirely against the principle laid down in Kerr on Fraud, p. 11, where it is said that a contract cannot be rescinded unless both parties can be placed in their original position. Besides, in this case the plaintiff has taken the usual order for an enquiry into his security, and by so doing he has treated the mortgage as subsisting, and cannot now rescind. This principle of election is more specifically laid down in the case of *Clough* v. *the London and North Western Railway Company*, which was argued in the Court of Exchequer Chamber. That being so, and there being no authority, as he held, for the payment of such money, and there being this distinct authority in the highest court of the realm save one, and what was now sought to be done being entirely in the teeth of the principle laid down, he held the plaintiff was not entitled to the relief prayed for, and the motion, therefore, would be dismissed, and the verdict in the issue must be entered for the defendant. Costs were allowed against the mortgagee.

LEGAL NEWS.

IT is proposed to place busts of the late Chief Justices Taney and Chase in the room of the United States Supreme Court.

MR. HENRY DEANE, a local solicitor, has been elected without opposition coroner for the northern division of Leicestershire.

RUGBY SCHOOL.—It is stated that Dr. Hayman intends to apply immediately for a writ of *mandamus* from the Court of Queen's Bench, to compel the trustees of the school to reinstate him as the head-master.

THE justices of the Howdenshire petty sessional division have decided that a contract of service or hiring for a period exceeding a year was not binding unless in writing. This decision (the *Leeds Mercury* says) has naturally given rise to no little uneasiness in the minds of agriculturists, and yesterday the Howdenshire Chamber of Agriculture resolved to test the soundness of the decision by submitting a special case to the Court of Queen's Bench.

BIRKBECK LITERARY AND SCIENTIFIC INSTITUTION, Southampton-buildings, Chancery-lane.—The evening classes for ladies and gentlemen at this institution will re-commence for the Winter Term on Monday next. In addition to those which have already been formed for languages, mathematics, natural, applied, and mental science, law, history, literature, drawing, music, &c., a French Literary Society, and a class for the study of microscopy, will be commenced. The list of prizes has been augmented through the generosity of Douglas Straight, Esq., M.P., who has offered for competition two English Essay Prizes of the value of £5 each.

A DUBLIN correspondent writes:—The Irish papers have begun to discuss the propriety of appointing a new judge in place of the Chief Baron (Pigot) lately deceased. The *Evening Mail* says that the work of the judges is ill distributed rather than the working power too great. It proposes that less work should be thrown upon the chiefs by employing the puisne judges regularly in performing a share of the work of the after-sittings. It also suggests that the present constitution of the Court for Land Cases Reserved should be changed, and that "a rota of judges should be formed to supply one to sit regularly in the Court of Appeal in Chancery, so as to provide against the evil consequences of the frequent divisions between the ordinary judges of that court."

ANOTHER BLUNDER WITH THE BALLOT.—The ballot for a new School Board at Oldham has been followed by the discovery of an extraordinary blunder. During the process of recasting the figures yesterday morning the officials found that the number of ballot papers did not correspond with the parcels of twenties formed before the counting of the votes commenced. A careful investigation revealed the circumstance that as many as 720 uncounted ballot papers from one of the wards had been placed in the ballot boxes by mistake, and taken away without being counted. All the parties concerned were summoned to attend at the town hall yesterday, and the additional counting was proceeded with after a protest from the representatives of the Church candidates, who demanded that the whole of the ballot papers should be recounted. The final numbers declared last night do not alter the result arrived at on Monday evening.

IN correction of some misstatements we may mention that Mr. H. Cadman Jones, Mr. Josiah W. Smith, Q.C., Mr. Arthur Wilson, and Dr. Tristram, to draft the rules of procedure under the Supreme Court of Judicature Act.

MR. EDWIN JAMES.—This ex-counsel has announced himself publicly as a legal adviser in London, to persons who contemplate taking legal proceedings in England or in America, or who require advice.—*City Press.*

TREATY OF COPYRIGHT.—The *Globe*, alluding to the system of registration adopted at Stationers' Hall as a standing menace to authors, and, as being most inconvenient, states that it has been decided formally to abandon the obnoxious system in favour of "a more liberal Treaty of Copyright" by Great Britain.

PERJURY.—The *Pall Mall Gazette*, in an article upon the Tichborne trial, suggests that, although the subject is not free from difficulty, it merits notice whether persons convicted of petty lying, as witnesses, should not be liable to a week's imprisonment, or a fine subject to the right of appeal, as the presiding judge may decide.

IRISH PAUPERISM.—In the third quarter of 1873 the average number of inmates of workhouses on Saturdays was 42,607, an increase of 1187 over the average for the three quarters of 1872. The average weekly number of persons who received out-door relief was 29,171, an increase of 3092.

LUNACY STATISTICS.—The census of 1861 in England showed 1 insane person in 824. In 1871 there was 1 in 403 persons. France showed a larger increase—namely, in 1856, 1 in 1128, and in 1866 1 in 418. In 1861 Denmark contained 1 lunatic in 507 persons, Austria 1 in 4043, Italy 1 in 2962, and Piedmont 1 in 2006 persons. Hanover has 1 in 301 persons, New South Wales 1 in 1454. Indian statistics are required.

CORPORAL PUNISHMENT.—The Rev. W. Du Boulay has been fined 5s., with 23s. costs, at the Hammersmith Police Court, for striking a boy named Fuller, for alleged impertinence, until he was "bruised and bleeding." The assault was committed with a stick, and it appeared the defendant had no jurisdiction, as the complainant had ceased to attend the defendant's school.

THE HOWARD MEDAL.—The council of the Statistical Society have given effect to the views of the president, Dr. Guy, F.R.S., regarding John Howard, and his claim to be considered at least as much a statist as a philanthropist, by establishing a Howard medal. This medal is to be given every year to the author of the best essay on some subject in social statistics, giving a preference to those in which Howard himself was most interested. The subject of the essay for which the medal will be given in 1874 (the year in which Howard achieved his Parliamentary triumph) is, "The State of Prisons, and the condition and treatment of Prisoners, in the Prisons of England and Wales during the last half of the Eighteenth Century, as set forth in Howard's 'State of Prisons,' and his work on 'Lazarettos.'" Full particulars may be obtained on application to the assistant secretary of the Statistical Society, 12, St. James's-square, S.W.

AMERICAN LEGISLATION.—Up to Monday the 8th inst., nearly 500 bills had been introduced into Congress. As that body commenced operations only the Wednesday previous, its members cannot be said to be deficient in energy, at least, in the direction of law-making. How much of the proposed legislation is in the interest of the country it is impossible to say, but we think that there will be reason to be thankful if such part of it as becomes law does no harm. Among the bills introduced into Congress are a dozen or more looking to a modification of the law of the last session, repealing the franking privilege. The country newspapers are clamorous for free postage for themselves, although we cannot see what justice there is, or ever has been, in the Government affording to the publishers of those sheets, favours which the rest of the people do not enjoy. The feeling of our people and the tendency of the age, is against class privileges, and we trust that a step backward will not be taken in the matter of postal legislation.—*Albany Law Journal*, Dec. 13.

CRIMINAL RECORDS OF 1873.—The criminal records of the year have been in many ways remarkable. Early in January Dr. Hessell, a Lutheran clergyman, was arrested, and positively identified by several witnesses as the suspected murderer of Harriett Boswell, and the rev. gentleman was regarded as a monster of licentiousness and barbarity until he established a complete *alibi* by overwhelmingly powerful proof. His release was followed by a lively discussion upon his experiences in the House of Detention, which led to considerable improvement in the mode of dealing with unconvicted prisoners. All attempts to discover the actual perpetrator of this atrocious crime signally failed, as did also those made with reference to the murder of the female whose mangled remains were recently found in different portions of the Thames. The trial of Mary Ann Cotton, the Bishop Auckland poisoner, revealed a course of cold-blooded crime, which had continued for years before its author was visited with the punishment she so richly merited. Montgomery, the Irish police inspector, was convicted, after two abortive trials, of murdering his friend the bank cashier at Newtonstewart. To all outward seeming the prisoners charged with the murder of Miss Kerr and her servant at Belfast, and of Wood, the Pickering farmer, were guilty of cruel murders. They were, however, convicted of manslaughter only, and sentenced to protracted periods of penal servitude. The many crimes of violence which formed the subject of inquiry at the recent winter assizes will be fresh in the memories of our readers. While larceny of what may be called the vulgar sort has shown a gratifying tendency to decrease of offences incidental to a great commercial community have alarmingly increased. Early in the year the mercantile world was astounded by the intelligence that a series of forgeries, singularly daring in conception, and wonderfully skilful in execution, had been committed upon the Bank of England by a gang of American adventurers, who, having obtained possession of more than £100,000 were just preparing to decamp with their plunder when their frauds were detected by one of those accidental mistakes which rogues so often commit, and by which their best concerted schemes are brought to nought. After investigations extending over many months they were all convicted and sentenced to penal servitude for life. Scarcely inferior in turpitude to the Bidwells and their associates, we regret to have to mention the Rev. Vyvyan Moyle, a clergyman highly esteemed at Middlesborough, convicted of having elaborately forged some joint-stock company securities. In the same category must be included Yates, the secretary to the Great Eastern Steamship Company, who obtained £34,000 by similar means; Smyth and Rodgers, just committed for trial for frauds on the Belfast Bank; Lizardi, a merchant in extensive business, who absconded while under remand, leaving the friends who became his bail to pay £12,000 for their belief in his assurance that he had a complete answer to the charge; Christian and Roberts, the stockbrokers, convicted of criminal misappropriation of funds entrusted to them; and the Goldsmith family, who had obtained £15,000 worth of valuables from goldsmiths and jewellers. To this long list must be added Williamson, the confederate colonel convicted of endeavouring to extort money by sending from ten to a hundred persons daily to his victim's house on various fools' errands, till the prosecutor was almost driven out of his senses. Huguet, a French banker, resisted his rendition under the Extradition Treaty, on the ground that the legal was only a cover for a political prosecution. His allegations of indirect motive derived some colour from the fact that he has since been sentenced to ten years' *travaux forcés* for an offence of a not very aggravated character. Metropolitan and other magistrates have had their labours largely increased by the Adulteration Act, under which grocers, bakers, and other tradesmen have been heavily fined, in spite of naïve protests that "it was the usual thing." Milkmen have vainly pleaded that "watering" milk is not adulteration, and the Coal Acts have been found so effectual against dealers who advertise slag and slate as "Best Wall's End" that this "form of competition" is likely to go out of favour. Raids on betting men have been frequent, and have generally been followed by the wholesale infliction of heavy penalties. Summonses against workmen under the Masters' and Servants' Act have been much more frequent than the friends of either class could wish. The release of the gas stokers after the expiration of one-third of the sentence passed on them by Mr. Justice Brett, has, naturally enough, stimulated the agitation for a repeal of the Criminal Law Amendment Act. Complaints of the police have been unpleasantly numerous, the acquittal of the men against whom Mr. Belt preferred charges of misconduct and ill-treatment notwithstanding.—*Standard.*

IRELAND—EXPECTED LEGAL APPOINTMENTS.—The death of the Right Hon. Richard Pigot has placed at the disposal of Her Majesty's Government the great office of Chief Baron of the Irish Court of Exchequer—a post worth £4600 a year. We need scarcely say that for the last two days the Library of the Four Courts and the other places where lawyers most do congregate have been enlivened by all kinds of rumours as to the manner in which the vacant office, or we should say vacant offices, will be disposed of. As to the Lord Chief Baronry itself the general belief is that Mr. Attorney-General Palles will be raised to the dignity. The position is one of the high offices which, "of right," belongs to the Attorney-General, and the three predecessors of Chief Baron Pigot, Chief Barons Brady, Wolfe, and Joy, all passed from the office of Attorney-General to the Presidency of the Court of Exchequer. Other "authorities," however, have it that the claims of Mr. Palles will be satisfied with a puisne judge-

ship, and that Mr. Baron Dowse, or, perhaps, Mr. Justice Fitzgerald, will succeed to the Chief Baronry. A third solution remains. It is just possible that the Government may suffer from a fit of economy, and take this opportunity of bringing to an issue the long-threatened diminution of the Irish judicial staff. Such a course should be resisted by the unanimous voice of the country. The cost of the judicial establishment is almost the only branch of the Imperial expenditure by which Ireland benefits, and any diminution of the number of judges would throw out of joint the legal system of the country. Supposing, however, that in the ordinary course the Attorney-General is raised to the Bench, Mr. Law becomes Attorney-General, and then arises the question of questions—who will be the new Solicitor-General? First in rank, first on the lips of his professional brethren, is the name of Sergeant Armstrong, on whose vast practice, great legal acquirements, and eminent professional position it is unnecessary to dilate.—*Freeman.*

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it

ATTORNEYS AND SOLICITORS.—In 1850, Lord Campbell suggested the propriety of amalgamating these officials, according to Lord Selborne's plan in the Court of Judicature Bill. Sir W. Blackstone deemed an attorney at law as equivalent to the procurator or proctor of the civilians and canonists, being an officer of a court of record and a person put in the stead, turn, or place of another to manage his legal matters. The original enabling statute relative to attorneys is the 13 Edw. 1, c. 10, whereby they were allowed to appear in all pleas at Westminster, &c. Subsequent statutes extended this right to various writs and plaints: (See 7 R. 2, c. 14; 12 Edw. 2, st. 1, c. 1, 3 Hen. 7, c. 1; 7 Hen. 4, c. 13; 23 Hen. 8, c. 8; 29 Eliz. c. 5, s. 21; and 31 Eliz. c. 10, s. 20; 4 & 5 W. M. c. 18, s. 3; 18 Eliz. c. 5, s. 1. Thus, in all actions the demandant, plaintiff, tenant or defendant, might appear by attorney, originally, as he or she might, previous to 13 Edw. 1, c. 10, after appearance, by his or her *responsalis* or officially authorised advocate at law. In West's Symbolœography, A.D. 1590, s. 352, attorneys are described as honest and learned. Chief Justice Mansfield described them as liberal, respectable, and useful. In the case of *Hatch* v. *Hatch*, Lord Eldon pronounced an attorney to be not inferior in importance to a clergyman; and upon one occasion Lord Tenterden stated that he would have caused room to be made in his court for a person who described himself as a solicitor, if he had used the term attorney instead. By 33 Hen. 6, c. 7, repealed by 6 & 7 Vict. c. 73, the number of attorneys in Norfolk and Suffolk was limited to six, and in Norwich to two only. By 2 Hen. 6, c. 3, the Duke of Bedford was entitled to appoint his attorneys. The 3 Edw. 1, c. 29; 15 Edw. 2, st. 1; 4 Hen. 4, c. 18, and 3 Jac. 1, c. 7, apply to the conduct and business of attorneys. The latter statute names also solicitors-at-law, persons employed to follow and take care of suits. According to an ancient authority, they should be "free and voluble in tongue." Various rules of court and statutes made and enacted since the 13 Edw. 1, c. 10, define and regulate the duties of attorneys and solicitors. In Maugham's Law of Attorneys, it is stated that no statute affecting attorneys and solicitors was passed after 3 Jac. c. 7, until 2 Geo. 2, c. 23. This Act regulated their conduct and provided for their registration, also enabling each attorney to take two articled clerks for five years, one of which years, by rule of court, 31 Geo. 3, might be passed with the attorney's London agent. By 1 & 2 Geo. 4, c. 48, the period of clerkship was shortened to three years, in the case of a clerk who has taken his degree at Oxford, Cambridge, or Dublin. By subsequent statutes this benefit was extended to the Queen's University in Ireland; and the London and Durham Universities: See 6 & 7 Vict. c. 73, and 14 & 15 Vict. c. 88. By 23 & 24 Vict. c. 127, s. 5, the period of articled clerkship is limited to four years, where a clerk has passed any regular examination in any of these colleges, whether he is a graduate or not; and by sect. 7 writers to the signet, solicitors before the Supreme Courts of Scotland, or procurator before any sheriff's court in Scotland, may be admitted and enrolled as an attorney or solicitor in England on three years' articles; and by 35 & 36 Vict. c. 81, s. 1, a similar privilege is conferred on members of the Faculties of Advocates in Scotland. The articled clerk's privilege of passing one year of his clerkship with a pleader or barrister was conferred by 1 & 2 Geo. 4, c. 48, and 6 & 7 Vict. c. 73, s. 6, which latter statute repealed thirty-one statutes relative to attorneys, according to Mr. Foss. Rules of courts as to attorneys were made A.D. 1457 and 1510 (35 Hen. 6 and 7), A.D. 1573-82, 1615-17, A.D. 1633 (8 Car, 1). It was ruled that each attorney should be articled for six years. A.D. 1645 a rule was made as to attorneys attending court; and the same in 1654, when five years' service as an articled clerk was only required, and legal examiners were appointed, which practice became obsolete before 1730, when 2 Geo. 2, c. 23 was passed for the regulation of attorneys, &c., followed by c. 46 for the registration of articles of clerkship, &c., with five years' service. By 4 Hen. 4, c. 19, and 1 Hen. 5, c. 4, repealed by 6 & 7 Vict. c. 73, special persons, including sheriffs, and by 22 Geo. 2, c. 46, clerks of the peace, and by 30 Geo. 2, c. 3, land-tax commissioners with less than £100 a year were precluded from practising as attorneys. By 5 Geo. 2, c. 18, recently repealed, A.D. 1871, practising attorneys, solicitors, and proctors could not act legally as county magistrates. The rule of court (31 Geo. 3), whereby one year might be passed by an articled clerk in an agency office, is continued by the 6 & 7 Vict. c. 73, s. 6, and 23 and 24 Vict. c. 127, s. 6, which statutes confer a similar salutary privilege.

CHR. COOKE.

LITERARY QUOTATIONS.—Why do lawyers ignore poor Alexander Pope? In a pending trial, the lines from his Essay on Man—

What can ennoble sots, or slaves, or cowards?
Alas! not all the blood of all the Howards,

were attributed to Byron. In last week's LAW TIMES you give Swift the credit of the couplet—

To rest, the cushion and soft dean invite,
Who never mentions hell to ears polite,

which is to be found in Pope's Moral Essays.

CRITIC.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.

Queries.

50. CASE IN BANKRUPTCY WANTED.—Can you refer me to a case that was decided a short time since upon the 8th General Rule, under the Bankruptcy Act 1869, in which it was decided, I think, that the higher scale of costs applied where the debts exceeded £750, although the costs were below £200? R. T.

51. PROCEDURE.—Will any of your readers have the goodness to answer in your next issue, and give any rule or authorities on the point, as to whether a Judge of a County Court, having jurisdiction in bankruptcy, can hear any application or act in any other court other than that in which the proceedings in bankruptcy are carried on? X.

52. PARTNERSHIP.—Smith and Howell enter into partnership under the style or firm of "Smith and Howell." This partnership is subsequently dissolved by mutual consent, Howell being paid a sum of money for his share. He thereupon established a business of his own, placing over his shop door "William Howell," but in the directories he describes himself as "William Howell (late Smith and Howell), dealer in antiquities)." Has he any right so to describe himself, seeing that this would lead people to suppose that his was the original firm? A reference to cases will oblige. STELLA.

53. RIGHT OF ACTION.—Mr. Tibbs, having more dogs than he required, desired his keeper (Jinks) to kill one (a setter). Jinks, however, instead of killing the dog, sold it to Mr. Poucher for £5. Can Mr. Tibbs recover the dog from Mr. Poucher, or its value? or can he sue Jinks for the £5, or bring any other action against him in respect of the dog? DON.

54. MARRIED WOMEN'S PROPERTY ACT.—A. some years ago gave his wife B. a sum of money to invest in his name in the Post Office Savings Bank, instead of which B. invested same in her own name, and afterwards deserted her husband. It is now desired to obtain an order under the 9th section of the Married Women's Property Act 1870, to enable A. to have the fund invested in his own name, and I shall be glad of the opinion of any of your readers what course it is best to adopt to obtain the desired object at the least expense? SUBSCRIBER.

Answers.

(Q. 42.) CONVEYANCE—STAMP.—I consider a 30s. stamp sufficient in this case, as only one indenture is used. See *Rushbrooke* v. *Hood* (11 Jur. 931, 17 L. J., N. S., 58, C. P.; 5 M. G. & S. 131), cited in Tilsley on Stamps, 3rd edit. p. 207, 208, where various covenants were included in the deed—"one indenture, relating to one subject matter, although embracing a variety of covenants." Their release appears "incident to the sale and conveyance of the property sold," as in "*Doe d. Phillipps* v. *Phillipps* (3 Per. & D. 603)," cited in Bythewood Conv., 3rd edit., Prec. 56. It does not appear to be a distinct matter, so as to be included in the Stamp Act 1870, s. 8, as a deed liable to separate duties.

C. C.

(Q. 44.) LEGATEE—DUTY.—The question whether C. D.'s legacy is liable to duty at 10 per cent. depends on the further question, whether the legacy was one of which C. D. could have had, if he had been so disposed, the beneficial enjoyment. If he could have retained the legacy as against the residuary legatee, duty must be paid by him, otherwise not. Did he accept the £100 on an understanding, binding on his conscience, that he would release the legacy? If so, as in the case of a secret trust, legacy duty would not be payable: (See the judgment of Wickens, V.C., in *Taylor* v. *Cartwright*, 26 L. T. Rep. N. S. 571.) Z. Y.

(Q. 46.) ALLOTMENT OF STOCK.—The new stock, or the benefit derived from the sale of it, or of the allotment letters, is unquestionably capital, and as such, must be invested in some of the securities in which the trustees, by the powers of the settlement or by the general law, are authorised to invest it. It would be a clear breach of trust to treat it as income: (See *Rowley* v. *Unwin*, 2 K. & J.). The law is clear, though the practice in such cases is, probably, fluctuating. Z. Y.

(Q. 47.) EASEMENT.—Under 2 & 3 Will. 4, c. 71, s. 2, uninterrupted enjoyment of an easement as of right for twenty years gives a *prima facie* right to it. And by sect. 4 the only interruption within the meaning of the statute is action or suit brought by the owner of the tenement over which the easement extends, or such acts on the part of the party enjoying the easement as show that he did not consider the easement to be his of right. In this case A. and his predecessors have not, as I understand it, enjoyed the easement of nailing their trees to the house for twenty years, and therefore A. is liable to be disturbed by B. in an action on the case, or of trespass brought within the limited time. But if A. continues to insist on the right, and B. does not bring action till the twenty years have run out, A. can then plead the statute. See *Bright* v. *Walker* (1 C. M. & R. 211, 219; 4 Tyrw. 502), and *Wright* v. *Williams* (3 C. M. & R. 77; 1 Tyr. & Granger 375). In most cases of this sort it is found best to resort to arbitration. OWL.

— Under the circumstances, I do not think that the servitude of allowing the annexation of trees was imposed on the neighbour's wall. I do not see how the presumption of negligence and patience could be raised against the owner of the wall. The trifling character of the annexation, the possible ignorance of the owner, and the difficulty of resisting the encroachment would all have to be considered. Generally speaking, an easement cannot be acquired by user *vi*, *clam*, or *precario*, or otherwise than of right. Tacit sufferance is not sufficient: (*Tickle* v. *Brown*, 4 Ad. & El. 369). Z. Y.

LAW SOCIETIES.

LAW ASSOCIATION.

AT the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, in Chancery-lane, on Thursday, the 1st inst., the following being present, viz.: Mr. Desborough (chairman), Mr. Steward, Mr. Carpenter, Mr. Kelly, Mr. W. S. Masterman, Mr. Sawtell, Mr. Sidney Smith, Mr. Styan, and Mr. Boodle (secretary), a donation of £30 was made to the daughter of a member, grants amounting to £33 were made to the widow and daughters of four non-members, and two new members were elected.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Geneaiogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

THE O'GRADY.

THE death is announced of William De Courcy O'Grady, Esq., "The O'Grady," of Kilballyowen, county Limerick, barrister-at-law; he died recently, at his residence near Bruff, in the county of Limerick, in the 58th year of his age. The deceased was the eldest son of "The O'Grady," of Kilballyowen, a magistrate and deputy-lieutenant, and formerly high sheriff of the county of Limerick, who died in 1862. His mother was Anne, only daughter of William Wise, Esq., of Cork, and he was born in the year 1816. He was educated at Winchester, and at Trinity College, Dublin, where he took his B.A. degree in 1837, and proceeded M.A. in 1840; he was called to the Irish Bar in 1840. The Milesian family of O'Grady, of which the deceased gentleman was the representative, is, says Sir Bernard Burke, one of the most ancient in the far west of Ireland; and Dr. O'Brien, the late Roman Catholic Bishop of Cloyne, in his "Irish and English Dictionary," assigns Conal-Eachluath, King of Munster, A.D. 366, and sixth in descent from Oiliol-Olum (of the race of Heber, eldest son of Milesius, King of Spain, who colonized Ireland), as the common ancestor of the O'Gradies and the O'Briens, the latter of whom is now represented by Lord Inchiquin, of Dromoland, county Clare. The same authority tells us that "when the latter house, subsequently, in the person of Brian or Brien Boroimhe, the renowned monarch of Ireland, established an ascendancy of power in north Munster or Thomond, of which they became hereditary rulers, the O'Gradies came to acknowledge their paramount sway, and were arrayed as dynasts, or chiefs of a 'sept,' under the banners of these provincial princes." Sir Bernard Burke,

however, traces their actual descent no further back than the interval between A.D. 1276 and 1309, when the "chieftainship of the sept vested in Donald O'Grady, who fell in battle in the latter year, leaving a son Hugh O'Grady, who acquired the property of Kilballyowen (which has ever since been vested in the family) by his marriage with the daughter and heiress of a local chief, named O'Kerssick." The O'Grady married, in 1841, Anne Grogan, daughter of Thomas De Rinzi, Esq., of Clobemon Hall, county Wexford, by whom he has left, besides other children, a son Thomas De Courcy, born in 1844, who now becomes "The O'Grady."

J. VEITCH, ESQ.

THE late James Veitch, Esq., of Eliock, Dumfriesshire, barrister-at-law, who died at Edinburgh, on the 15th ult., in the seventy-fifth year of his age, was the eldest son of the late Henry Veitch, Esq., of Eliock (who died in 1838). His mother was Zepherina, daughter of Thomas Loughnan, Esq., of Madeira, and he was born in the year 1799. He was educated at Edinburgh, and was called to the Scottish Bar in 1821. He had been a magistrate and deputy-lieutenant since 1829, and in 1833 he was appointed sheriff-substitute for the county of Lanark. Mr. Veitch married in 1831 Hannah Charlotte, daughter of the late James Hay, Esq., of Hopes, Haddingtonshire.

RICHARD HARRISON, ESQ.

THE late Richard Harrison, Esq., solicitor, of Holywell, Flintshire, who died at his residence at Castlehill, on the 15th ult., in the sixty-ninth year of his age, was born in 1805, and admitted a solicitor in 1829. Upon the establishment of County Courts he was appointed Treasurer of the whole of the courts in Circuit No. 29, and a portion of Circuit Nos. 7, 27, and 28, in all about twenty-three courts, which appointment he retained until the time of his decease. He was afterwards appointed a perpetual Commissioner for taking the acknowledgements of married women, and was also for some time a member of the Holywell Local Board. It may be truly said that he was a gentleman, firm of purpose, of unimpeachable honour, and strove always to preserve the dignity of his profession. The deceased gentleman was universally respected and esteemed by all the officials of the courts with which he was connected, as well as by all with whom he came in contact.

F. WOODTHORPE, ESQ.

THE late Mr. Frederick Woodthorpe, barrister-at-law, and town clerk of the city of London, who died on the 19th ult., at his residence upon Haverstock-hill, at the age of fifty-nine, was a member of a family whose connection with the city is as old as the century itself; his grandfather having held the same office before him from 1801 to 1825, and his father from that date down to 1842, Mr. F. Woodthorpe succeeding the late Mr. Serjeant Merewether in 1859 in the post, after having for some years been deputy town clerk. Mr. F. Woodthorpe was born in the year 1814, and was educated under Dr. Valpy at the Reading Grammar School. He was called to the Bar at the Inner Temple in Michaelmas Term 1844; but he never followed the usual business of his profession, his whole official life having been devoted to the service of the Corporation of London. He entered the office of his father as a clerk in 1836, and retired from the duties of town clerk in the early part of last year, upon a well-earned pension of £1000 a year. This, however, he did not live to enjoy for many months. He was buried on the Wednesday succeeding his death at the Highgate Cemetery.

CHIEF BARON PIGOT.

THE late Right Hon. David Richard Pigot, Lord Chief Baron of the Court of Exchequer in Ireland, who died on Monday, Dec. 22, 1873, at his residence in Merrion-square, Dublin, in the sixty-fourth year of his age, was the eldest son of the late David Pigot, Esq., M.D., of Kilworth, in the county of Cork, and was born in the year 1805. He was educated at Trinity College, Dublin, where he took his Bachelor's degree in 1825, and proceeded M.A. in 1832. He was called to the Irish Bar in Michaelmas Term 1826, and was admitted a Bencher of the King's Inn, Dublin, in 1839. He was appointed Solicitor-General for Ireland in 1839, and was Attorney-General from 1840 to Sept. 1841; he was sworn a member of the Privy Council on being appointed to this latter office, and he sat in Parliament in the Liberal interest as representative of Clonmel from 1839 until his elevation to the Bench as Lord Chief Baron of the Exchequer in Ireland in 1846. The judge was a member of the Senate of the Queen's University in Ireland, a Visitor of Maynooth College, a Commissioner of National Education, and was created an Honorary LL.D. of Dublin in 1870. He was married, but became a widower in 1869. The *Irish Law Times* says:—He will long be remembered by the legal profession for having been instrumental in passing the 3 & 4 Vict. c. 105, which extended to Ireland most of the provisions of the English Acts, 3 & 4 Will. 4, c. 42, and 1 & 2 Vict. c. 110. And by both the public and the lawyers he will be remembered for his eloquence, patience, and unimpeachable character. Men of all parties and creeds deplore his loss and recognize his worth while in Parliament and on the Bench. As a judge he was animated by the most earnest desire to do justice, full and exhaustive, to every suitor. No case, however intricate or perplexing, could exhaust his patience. He searched out every detail with unwearied assiduity, and in his charges and decisions laboured to give every point, however minute, its due weight. This anxiety to be just led him of late years to protract the trials at which he presided to what some considered an unreasonable length, but the fault was universally acknowledged to have its origin in a high conscientiousness; and, though the parties might chafe for the moment, it was excused on account of the high motives which prompted it. As an equity lawyer he had few equals and no superior, while as a criminal judge—in which capacity it fell to his lot to preside over some of the most important trials of the present century—he was equally excellent.

H. L. ANDERTON, ESQ.

THE late Henry Lyon Anderton, Esq., barrister-at-law, who died at Cleckheaton, near Normanton, Yorkshire, on the 23rd ult., was the eldest son of William Anderton, Esq., of Cleckheaton, and was born about the year 1840. He was educated at Caius College, Cambridge, where he took his bachelor's degree in 1864; he was subsequently made LL.B., and was called to the Bar by the Honourable Society of the Inner Temple, in 1871. He went the Midland Circuit, and attended the West Riding of Yorkshire, and Leeds borough sessions, and he also practised as a special pleader and conveyancer.

PROMOTIONS & APPOINTMENTS

N.B.—Announcements of promotions being in the nature of advertisements, are charged 2s. 6d. each, for which postage stamps should be inclosed.

THE Lord Chancellor has appointed Mr. William Allen, of Leek, Staffordshire, a Commissioner for administering Oaths in Chancery in England, and the Lord Chief Justice of the Common Pleas has also appointed him a Commissioner for taking the Acknowledgments of Deeds by Married Women, in the several counties of Stafford, Chester, and Derby.

The Right Hon. Sir John Duke Coleridge, Kt., Lord Chief Justice of Her Majesty's Court of Common Pleas, has appointed Mr. William Gould, Todmorden, Yorkshire, solicitor, to be a Perpetual Commissioner for taking Acknowledgments of Deeds by Married Women, under the Fines and Recoveries Act, for the county of Yorkshire.

The Right Hon. Sir John Duke Coleridge, Kt., Lord Chief Justice of Her Majesty's Court of Common Pleas, has appointed Mr. William Beriah Brook, of No. 1, New-inn, Strand, solicitor, to be a Perpetual Commissioner for taking Acknowledgments of Deeds of Married Women under the Fines and Recoveries Act, for the cities of London and Westminster, and the County of Middlesex.

THE COURTS & COURT PAPERS.

SITTINGS IN AND AFTER HILARY TERM 1874.

Equity Courts.

Court of Appeal in Chancery.

(Before the LORD CHANCELLOR.)

At Lincoln's-inn.

Monday	Jan. 12	Appeals
Tuesday	13	Ditto
Wednesday	14	Appeal motions and appeals
Thursday	15	Appeals
Friday	16	Bankrupt appeals, petitions, and appeals
Monday	19	Appeals
Tuesday	20	Ditto
Wednesday	21	Appeal motions and appeals
Thursday	22	Appeals
Friday	23	Bankrupt appeals and appeals
Monday	26	Appeals
Tuesday	27	Ditto
Wednesday	28	Appeal motions and appeals
Thursday	29	Appeals
Friday	30	Bankrupt appeals, petitions, and appeals

During Term (except on Saturdays) the Lord Chancellor will usually sit in full Court with the Lords Justices of the Court of Appeal.

(Before the LORDS JUSTICES.)

At Lincoln's-inn.

Monday	Jan. 12	Appeals
Tuesday	13	Ditto
Wednesday	14	Appeal motions and appeals
Thursday	15	Appeals
Friday	16	Bankrupt appeals and appeals
Saturday	17	Petitions in lunacy and appeal petitions
Monday	19	Appeals
Tuesday	20	Appeals from the County Palatine of Lancaster, appeals from the Stannaries Court, and appeals
Wednesday	21	Appeal motions and appeals
Thursday	22	Appeals
Friday	23	Bankrupt appeals and appeals
Saturday	24	Petitions in lunacy and appeal petitions
Monday	26	Appeals
Tuesday	27	Ditto
Wednesday	28	Appeal motions and appeals
Thursday	29	Appeals
Friday	30	Bankrupt appeals and appeals
Saturday	31	Petitions in lunacy and appeal petitions

The days (if any) on which the Lords Justices shall be engaged in the Full Court of Appeals or at the Judicial Committee of the Privy Council are excepted.

Rolls Court.

At Chancery-lane.

Monday	Jan. 12	Motions, further considerations, and general paper
Tuesday	13	General paper
Wednesday	14	Ditto
Thursday	15	Motions and general paper
Friday	16	General paper
Saturday	17	Petitions, short causes, adjourned summonses, and general paper
Monday	19	Further considerations and general paper
Tuesday	20	General paper
Wednesday	21	Ditto
Thursday	22	Motions and general paper
Friday	23	General paper
Saturday	24	Petitions, short causes, adjourned summonses, and general paper
Monday	26	Further considerations and general paper
Tuesday	27	General paper
Wednesday	28	Ditto
Thursday	29	Motions and general paper
Friday	30	General paper
Saturday	31	Petitions, short causes, adjourned summonses, and general paper

At the Rolls, unopposed petitions must be presented, and copies left with the secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard.

V.C. Malins' Court.

At Lincoln's-inn.

Monday	Jan. 12	Motions, further considerations, and general paper
Tuesday	13	General paper
Wednesday	14	Ditto
Thursday	15	Motions and general paper
Friday	16	Petitions and general paper
Saturday	17	Short causes, adjourned summonses, and general paper
Monday	19	Further considerations and general paper
Tuesday	20	General paper
Wednesday	21	Ditto
Thursday	22	Motions and general paper
Friday	23	Petitions and general paper
Saturday	24	Short causes, adjourned summonses, and general paper
Monday	26	County Court appeals, further considerations, and general paper
Tuesday	27	General paper
Wednesday	28	Ditto
Thursday	29	Motions and general paper
Friday	30	Petitions and general paper
Saturday	31	Short causes, adjourned summonses, and general paper

V.C. Bacon's Court.

At Lincoln's-inn.

Monday	Jan. 12	Motions and adjourned summonses
Tuesday	13	General paper
Wednesday	14	Ditto
Thursday	15	Motions and adjourned summonses
Friday	16	General paper
Saturday	17	Petitions, short causes, and general paper
Monday	19	*In Bankruptcy*
Tuesday	20	General paper
Wednesday	21	Ditto
Thursday	22	Motions and adjourned summonses
Friday	23	General paper
Saturday	24	Petitions, short causes, and general paper
Monday	26	*In Bankruptcy*
Tuesday	27	General paper
Wednesday	28	Ditto
Thursday	29	Motions and adjourned summonses
Friday	30	General paper
Saturday	31	Petitions, short causes, and general paper

V.C. Hall's Court.

At Lincoln's-inn.

Monday	Jan. 12	Motions and general paper
Tuesday	13	General paper
Wednesday	14	Ditto
Thursday	15	Motions, adjourned summonses, and general paper

Friday	16	Petitions, adjourned summonses, and general paper
Saturday	17	Short causes, adjourned summonses, and general paper
Monday	19	General paper
Tuesday	20	Ditto
Wednesday	21	Ditto
Thursday	22	Motions, adjourned summonses, and general paper
Friday	23	Petitions, adjourned summonses, and general paper
Saturday	24	Short causes, adjourned summonses and general paper
Monday	26	General paper
Tuesday	27	Ditto
Wednesday	28	Ditto
Thursday	29	Motions, adjourned summonses, and general paper
Friday	30	Petitions, adjourned summonses, and general paper
Saturday	31	Short causes, adjourned summonses, and general paper

N.B.—In Vice-Chancellor Hall's Court no cause, motion for decree or further consideration, can, except by order of the court, be marked to stand over, if it be within twelve of the last cause or matter in the printed paper of the day for hearing.

Any causes intended to be heard as short causes before the Master of the Rolls or either of the Vice-Chancellors must be so marked at least one clear day before the same can be put in the paper to be so heard, and the necessary papers left in the court with the judge's officer the day before the cause comes into the paper.

Common Law Courts.

Court of Queen's Bench.

SITTINGS AT NISI PRIUS—IN TERM.

Middlesex.

Tuesday ..... Jan. 13 | Monday ..... Jan. 26
Monday ..... 19 |

No London sittings this Term.

AFTER TERM.

Middlesex.	*London.*
Monday ..... Feb. 2	Monday ..... Feb. 16

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Dec. 23.

CUTLER and TURNER, attorneys and solicitors, Bedford-sq. Nov 1. (William Henry Cutler and Edward Goldwin Turner.)

Bankrupts.

Gazette, Dec. 26.

To surrender at the Bankrupts' Court, Basinghall-street.

BONBERNARD, LOUIS, diamond dealer, St. Benet-pl, Gracechurch-st. Pet. Dec. 23. Reg. Pepys. Sur. Jan. 13

ROSS, JAMES, outfitter, Queen's-rd, Peckham. Pet. Dec. 23. Reg. Spring-Rice. Sur. Jan. 15

TRENCHARD, GEORGE, cheese factor, Little Britain. Pet. Dec. 23. Reg. Pepys. Sur. Jan. 13

To surrender in the Country.

FISHER, ALFRED, engineer, Gosport. Pet. Dec. 19. Reg. Howard Sur. Jan. 31

HUTCHINSON, ROBERT, grocer, Spennymoor. Pet. Dec. 23. Reg. Marshall. Sur. Jan. 9

MUSK, ROBERT, blacksmith, Ilketshall. Pet. Dec. 23. Reg. Walker. Sur. Jan. 14

TAYLOR, JOHN, joiner, Facit, near Rochdale. Pet. Dec. 23. Reg. Tweedale. Sur. Jan. 7

WILSON, JOSEPH, bootmaker, Altrincham. Pet. Dec. 24. Reg. Kay. Sur. Jan. 9

Gazette, Dec. 30.

To surrender in the Country.

BUTLER, MATTHEW, framework knitter, Nottingham. Pet. Dec. 27. Reg. Patchitt. Sur. Jan. 14

COCKERTON, ROBERT BLACKBURN, fellmonger, Warrington. Pet. Dec. 24. Reg. Nicholson. Sur. Jan. 12

CRAWSHAW, JAMES; CRAWSHAW, WILLIAM; CRAWSHAW, JOHN: and STEPHENSON, JOHN TAYLOR, drysalters, Elton. Pet. Dec. 24. Reg. Holden. Sur. Jan. 8

PORTCH, WILLIAM, publican, Wheathampstead. Pet. Dec. 19. Reg. Blagg. Sur. Jan. 14

WOOLF, SOLOMON, jeweller, Birmingham. Pet. Dec. 23. Reg. Chauntler. Sur. Jan. 12

BANKRUPTCIES ANNULLED.

Gazette, Dec. 23.

ALLAWAY, STEPHEN, gentleman, Weolston. June 9, 1873
INGMAN, GEORGE BLAND, tutor, Millbrook. Nov. 3, 1871

Gazette, Dec. 26.

FINCH, JOHN, publican, Ramsgate. Sept. 13, 1873

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Dec. 26.

ALDOUS, WILLIAM, builder, Armagh-rd, North Bow. Pet. Dec. 20. Jan. 5, at two, at office of Sols. Hudson, Matthews, and Co., Bucklersbury

ASTBURY, JOHN, coal dealer, Burslem. Pet. Dec. 19. Jan. 5, at eleven, at office of Sol. Hollinshead, Tunstall

BARBER, JOSEPH WILLIAM, ironmonger, Gloucester. Pet. Dec. 20. Jan. 1, at twelve, at the Queen's hotel, Birmingham. Sol. Cooke, Gloucester

BEBBINGTON, WILLIAM, builder, Chorlton-on-Medlock. Pet. Dec. 18. Jan. 14, at three, at the Falstaff hotel, Manchester. Sol. Law, Manchester

BENTLEY, WILLIAM, fruiterer, Hanley. Pet Dec. 16. Jan. 7, at three, at office of Sol. Stevenson, Hanley

BRASHOLZ, HENRY, refreshment house keeper, City-rd, and Duncan-ter, Islington. Pet. Dec. 20. Jan. 5, at eleven, at office of Sol. Allen, Brunswick-st

BUQUET, ADRIAN, watch manufacturer, Torrington-sq, Bloomsbury. Pet. Dec. 10. Jan. 5, at three, at office of Sols. Bushby and Winkworth, Oxford-st, Regent-circus

BUTLER, MATTHEW, frame-work knitter, Sutton-in-Ashfield. Pet. Dec. 23. Jan. 13, at twelve, at office of Sol. Cursham, Mansfield

CHEESEMAN, ISAAC, grocer, Hull. Pet. Dec. 23. Jan. 8, at one, at office of Sols. Messrs. Watson, Hull

COPE, GEORGE DEAN, painter, Macclesfield. Pet. Dec. 22. Jan. 7, at two, at office of Sol. Hand, Macclesfield

DANIELS, JOHN, window blind maker, Manchester. Pet. Dec. 22. Jan. 12, at three, at Messrs. Horner, 1, Ridgefield, Manchester. Sol. Law, Manchester

DELL, CHARLES, manufacturer of fancy goods, Alfred-st, Colebrook-row, Islington. Pet. Dec. 13. Jan. 5, at twelve, at office of H. T. Thwaites, Basinghall-st. Sol. Fulcher, Basinghall-st

ELGAR, GEORGE FREDERICK, sanitary inspector, Eastry. Pet. Dec. 23. Jan. 9, at one, at Doyle and Edwards, Carey-st, Lincoln's-inn. Sol. Delasaux, Canterbury

FEAR, BENJAMIN, cooper, Berkeley. Pet. Dec. 23. Jan. 13, at two, at the Bell hotel, Gloucester. Sols. Ellis and Sheppard, Gloucester

FIELD, WILLIAM, fruit salesman, Birmingham. Pet. Dec. 17. Jan. 2, at twelve, at office of Sol. Fallows, Birmingham

FRANKLIN, BERRYMAN, wholesale clothier, Church-st, Spitalfields. Pet. Dec. 18. Jan. 7, at three, at the Chamber of Commerce, 145, Cheapside. Sols. Keighley and Gething

GARRETT, ALFRED, grocer, Brynmawr. Pet. Dec. 22. Jan. 8, at twelve, at the Queen's hotel, Newport. Sol. Jones, Abergavenny

GELDERT, CHARLES, coachbuilder, Cockermouth. Pet. Dec. 20. Jan. 8, at twelve, at office of Sols. Hayton and Simpson, Cockermouth

GERBER, CHARLES, shipping agent, Huddersfield. Pet. Dec. 19. Jan. 15, at three at offices of Sols. Messrs. Barker, Huddersfield

HECHT, CHARLES WILLIAM, watch maker, Praed-st, Paddington. Pet. Dec. 22. Jan. 12, at two, at office of Sols. Tilley and Liggins, Finsbury-pl-south

HEDGETHORN, JAMES, oyster merchant, Shoreham, and Brighton. Pet. Dec. 20. Jan. 17, at twelve, at J. Bertie, 6, Great James-st, Bedford-row. Sol. Goodman, Brighton

HEMMINGS, HENRY, mason, Bristol. Pet. Dec. 23. Jan. 5, at eleven, at office of Sol. Essery, Bristol

HERCY, CHRISTINA ANNA, lodging-house keeper, Hereford-rd, Westbourne-grove. Pet. Dec. 22. Jan. 12, at three, at offices of Sols. Messrs. Paddison, Lincoln's-inn-fields

HILTON, JAMES, grocer, Lupus-st, Pimlico. Pet. Dec. 22. Jan. 20, at one, at office of Sol. Foster, King's-rd, Gray's-inn

HODGSON, JOHN OSWALD, victualler, Long acre. Pet. Dec. 24. Jan. 14, at three, at the Enterprise, 96, Long acre. Sol. Armstrong, Old Jewry

HOGGINS, HENRY, merchant's clerk, New Cross-rd. Pet. Dec. 23. Jan. 7, at twelve, at the Clarence hotel, Brighton. Sol. Smedley, Fleet-st

HOLMES, CHARLES, baker, Kent-st, Southwark, and Long lane, Bermondsey. Pet. Dec. 22. Jan. 8, at one, at office of Sol. Reeve, Lilypot-la, Noble-st

HUMPHREYS, JOSEPH, grocer, Greenfield, near Holywell. Pet. Dec. 20. Jan. 7, at two, at the Queen's hotel, Chester. Sol. Mines

JOHNSTONE, GEORGE, linen draper, Sheffield. Pet. Dec. 22. Jan. 9, at three, at offices of Sols. Messrs. Clegg, Sheffield

JONES, WILLIAM MORRIS, mantle manufacturer, Hamsell-st, Falcon-sq. Pet. Dec. 22. Jan. 12, at one, at office of Sols. Barnard and Harris, Finsbury-circus

KEABLE, SAMUEL, cowkeeper, Blackhorse-la, Walthamstow. Pet. Dec. 24. Jan. 7, at twelve, at office of Sol. Chubb, Bucklersbury

KING, JOHN, baker, Kingston-on-Thames. Pet. Dec. 22. Jan. 15, at twelve, at office of Sols. Wilkinson and Howlett, Kingston-on-Thames

LANGTON, THOMAS BENNETT, merchant, Newcastle. Pet. Dec. 23. Jan. 6, at twelve, at office of Sol. Garbutt, Newcastle

LAWSON, JOHN, farmer, Minster Acres. Pet. Dec. 20. Jan. 6, at eleven, at office of Keenlyside and Foster, St. John's-chmbs, Grainger-st west, Newcastle. Sol. Winship, Newcastle

MARCHINTON, JOHN MORETON, implement manufacturer, Leeds. Jan. 7, at three, at offices of Sols. Fawcett and Malcolm, Leeds

MAY, EDMUND, brewer, Worle. Pet. Dec. 23. Jan. 13, at twelve, at offices of Sol. Chapman, Weston-super-Mare

MCCALF, JOHN, carrier, Middlesborough. Pet. Dec. 19. Jan. 9, at eleven, at office of Sol. Addenbrooke, Middlesborough

MILLS, GEORGE THOMAS, victualler, Bristol. Pet. Dec. 23. Jan. at eleven, at offices of Sols. Essery, Bristol

OSBORNE, THOMAS, tin plate worker, Birmingham. Pet. Dec. 22. Jan. 8, at twelve, at office of Sol. Hawkes, Birmingham

PERKINS, SAMUEL, grocer, Norfolk-ter, Bayswater. Pet. Dec. 22. Jan. 8, at three, at J. Bath and Co. accountants, 40A, King William-st. Sol. Peckham

ROBINSON, WILLIAM, butcher, Whitehaven. Pet. Dec. 22. Jan. 9, at one, at office of Sol. Atter, Whitehaven

RUSHWORTH, THOMAS, plumber, Idle, par. Calverley. Pet. Dec. 23. Jan. 9, at three, at office of Sol. Rennolls, Bradford

SARGEANT, CHARLES, baker, Hanley. Pet. Dec. 17. Jan. 7, at eleven, at office of Sol. Stevenson, Stoke-upon-Trent

SEYMOUR, THOMAS, innkeeper, Henley-on-Thames. Pet. Dec. 16. Jan. 5, at eleven, at office of Sol. Gledhill, Reading

SIMON, ALBERT MARTIN, pawnbroker, Birmingham. Pet. Dec. 23. Jan. 7, at eleven, at office of Sol. Cottrell, Birmingham

SINICO, JOSE, gentleman, Bedford-pl. Pet. Dec. 23. Jan. 12, at twelve, at office of Sols. Messrs. Brandon, Essex-st, Strand

SIMPSON, JOSEPH, carter, Altrincham. Pet. Dec. 20. Jan. 8, at three, at offices of Sols. Nicholls, Hinde, and Co., Altrincham

SMITH, THOMAS JONES, patent liquid extractor manufacturer, De Beauvoir-crescent, Islington. Pet. Dec. 16. Jan. 5, at eleven, at H. S. Hunter, 47, London-wall. Sol. Bde, Clements-la, Lombard-st

SQUIER, RICHARD COWLEY, music seller, Manchester. Pet. Dec. 22. Jan. 12, at three' as office of Sols. Sale, Shipman, Seddon, and Sale, Manchester

STENNING, EDWARD, corn factor, Mark-la, and Catherine-ct, Seething-la. Pet. Dec. 22. Jan. 13, at three, at offices of Sols. Plews and Irvine, Mark-la

WAINWRIGHT, ISAAC, grocer, Nelson. Pet. Dec. 19. Jan. 6, at three, at office of Sols. Southern and Nowell, Burnley

WATSON, JAMES, tailor, Coventry. Pet. Dec. 19. Jan. 14, at two, at office of Sol. Homer, Coventry

WHITTAKER, RICHARD, watchmaker, Spencer-pl, Blackheath-village, Blackheath. Pet. Dec. 22. Jan. 21, at three, at offices of Sols. Ingle, Cooper, and Holmes, City Bank-chmbs, Threadneedle-st

WILLIAMS, HENRY, timber merchant, Bristol. Pet. Dec. 18. Jan. 3, at twelve, at Hancock, Triggs, and Co. Bristol. Sol. King, Bristol

WILLIAMSON, THOMAS, victualler, Aston-village, near Birmingham. Pet. Dec. 22. Jan. 9, at three, at offices of Sols. Messrs. Brown, Birmingham

WOOD, JAMES, builder, Hampton-st, Walworth-rd. Pet. Dec. 22. Jan. 8, at one, at offices of Sols. Rose and Thomas, Salisbury-st, Strand

WRIGHT, FREDERICK BRITTAIN, packer, Manchester. Pet. Dec. 23. Jan. 12, at three, at offices of Sols. Messrs. Whitworth, Manchester

Gazette, Dec. 30.

ALLARD, MAURICE, saddler, Tewkesbury. Pet. Dec. 23. Jan. 9, at eleven, at office of Sols. Moores and Romney, Tewkesbury

ANDERSON, MARY, Wellingborough. Pet. Dec. 23. Jan. 9, at two, at the Angel hotel, Wellingborough. Sols. Dolman and Colegrave

ATKINSON, WILLIAM HENRY, and ATKINSON, JAMES, general merchants, Manchester. Pet. Dec. 24. Jan. 19, at three, at office of Sol. Sampson, Manchester

BARRETT, ARTHUR, woollen draper, Bradford. Pet. Dec. 20. Jan. 7, at twelve, at offices of Messrs. Blackburn, accountants, Bradford. Sol. Mumford, Bradford

BARRETT, THOMAS, baker, Aldbourn. Pet. Dec. 19. Jan. 5, at eleven, at the Three Swans hotel, Hungerford. Sol. Lucas, Newbury

BLUNDELL, FREDERICK, miller, Belbroughton. Pet. Dec. 24. Jan. 8, at half-past twelve, at the Golden Cross hotel, Bromsgrove. Sol. Collis, Stourbridge

BOUCHER, MARY, lodging-house keeper, Cambridge. Pet. Dec. 24. Jan. 12, at eleven, at office of Sols. Ellison and Burrows, Cambridge

BRAHAM, HENRY JAMES, out of business, Cologne-rd, New Wandsworth. Pet. Dec. 22. Jan. 12, at three, at offices of Sols. Hicklin and Washington, Trinity-sq, Borough

BURGOYNE, ROBERT, mariner, Ramsgate. Pet. Dec. 24. Jan. 12, at one, at offices of Doyle and Edwards, Carey-st, Lincoln's-inn. Sol. Delasaux, Canterbury

CLIFFORD, JOHN HENRY, grocer, Hungerford. Pet. Dec. 20. Jan. 6, at two, at offices of Nichols and Leatherdale, accountants, 14, Old Jewry-chbs. Sol. Harling, Fleet-st, London

COOMBS, ALFRED JOHN, baker, Ryde. Pet. Dec. 15. Jan. 12, at three, at the Sussex hotel, Southsea

ELLIS, ROBERT JOSEPH, manufacturing chemist, Liverpool. Pet. Dec. 22. Jan. 6, at two, at office of Sol. Etty, Liverpool

FRANKLIN, FREDERICK WILLIAM, grocer, Queen's-rd, Croydon. Pet. Dec. 24. Jan. 10, at eleven, at offices of Messrs. Berry, Greening, and Co., 26, Farringdon st. Sol. Knight, Newgate-st, E.C.

FRANKLIN, MORRIS LEVY, Italian warehouseman, Manchester. Pet. Dec. 24. Jan. 14, at three, at office of Sol. Rylance, Manchester

GLAZEBROOK, THOMAS TWANBROOK, sen., GLAZEBROOK, EDWARD, and GLAZEBROOK, THOMAS TWANBROOK jun, wine merchants, Liverpool. Pet. Dec. 20. Jan. 9, at twelve, at office of Messrs. Sandieman, St. Swithin's-la, London. Sols. Bartlett and Atkinson, Liverpool

GOULD, JOHN WILLIAM, grocer, Radstock. Pet. Dec. 23. Jan. 10, at twelve, at the Temperance hotel, Radstock. Sols. Dunn and Payne, Frome

GRAU, JOHANN HEINRICH, cabinet maker, Titchfield-st, Oxford-st. Pet. Dec. 23. Jan. 16, at two, at offices of Sol. Nutt, Brabant-ct, Philpot-la

HARDING, DAVID, bricklayer, Colgate. Pet. Dec. 24. Jan. 14, at three, at the King's Head hotel, Horsham. Sols. Medwin, Davis, and Sadler, Horsham

HEARON, GEORGE, joiner, Leeds. Pet. Dec. 23. Jan. 13, at three, at office of Sol. Craven, Leeds

HILLS, EDWIN JOHN, carpenter, Cambridge. Pet. Dec. 24. Jan. 9, at twelve, at offices of Sol. French, Cambridge

HUMPHRIES, EVAN, coal miner, Aberdare. Pet. Dec. 22. Jan. 8, at one, at offices of Sol. Beddoe, Aberdare

ILLINGWORTH, THOMAS, beerseller, Batley. Pet. Dec. 24. Jan. 9, at quarter-past ten, at office of Sols. Messrs. Scholes, Dewsbury

JONES, JOHN, joiner, Llanrwst. Pet. Dec. 20. Jan. 14, at twelve, at office of Sol. James, Llanrwst

JOEL, MARY ANN, and GRIFFITHS, DAVID, manufacturers of steel files, Sheffield. Pet. Dec. 20. Jan. 6, at two, at the Cutler's-hall, Sheffield. Sol. Allen, Sheffield

JUDSON, WILLIAM STAPLETON, farmer, Rainton. Pet. Dec. 23. Jan. 14, at one, at the Royal Oak hotel, Ripon. Sols. Simpson and Burrell

KNOWLES, THOMAS, chemist, Seymour-st, Euston-sq. Pet. Dec. 20. Jan. 7, at one, at office of Sol. Harcourt, King's-rd, Bedford-row

LUM, JAMES grocer, Bradford. Pet. Dec. 22. Jan. 9, at three, at office of Sol. Burnley, Bradford

NICHOLSON, GEORGE HENRY, merchant, Manchester. Pet. Dec. 24. Jan. 17, at three, at offices of Pritchard and Englefield, Little Trinity-la, London. Sols. Hinde, Milne, and Sadlow, Manchester

OGDEN, HETH, engineer, Castleford. Pet. Dec. 24. Jan. 10, at one, at office of Sol. Hardwick, Leeds

PIKE, SAMUEL, mariner, Ramsgate. Pet. Dec. 18. Jan. 13, at three, at offices of Sol. Walford, Ramsgate

POCOCK, HENRY, clerk, Belitha-villas-west, Barnsbury. Pet. Dec. 24. Jan. 12, at three, at office of Sol. Stokes, Chancery-la

PRATT, MATTHEW TAYLOR, shawl dealer, Nottingham. Pet. Dec. 24. Jan. 12, at twelve, at office of Sol. Preston, Nottinzham

RUER, JOSEPH BRADBURY, auctioneer, High s Kingston. Pet. Dec. 23. Jan. 9, at three, at office of Sol. Knight, Newgate-st, City

TAYLOR, JAMES, draper, Blackpool. Pet. Dec. 23. Jan. 9, at three, at the Home Trade Association Rooms, Manchester. Sol. Charnley, Blackpool

TERRY, EDWARD, hop factor, Deal. Pet. Dec. 23. Jan. 13, at one, at the King's Arms inn, Sandwich. Sol. Emmerson, Sandwich

THOMPSON, JOSEPH, out of business, Liverpool. Pet. Dec. 22. Jan. 6, at two, at offices of Sols. Tyrer, Smith, and Kenion, Liverpool

TURNER, CHARLES, fish merchant, Bristol. Pet. Dec. 23. Jan. 12. at one, at offices of Messrs. Williams and Co., public accountants, Bristol. Sols. Brittan, Press, and Inskip, Bristol

Gazette, Dec. 23.

WILLMOTT, RICHARD, journeyman fancy leather case maker, Birmingham. Pet. Dec. 18. Jan. 2, at three, at offices of Sols. Messrs. Brown, Birmingham

WOOLER, WILLIAM, pawnbroker, Leeds. Pet. Dec. 19. Jan. 3, at twelve, at office of Sol. Pullen, Leeds

WYBORN, ALFRED, baker, Eastry. Pet. Dec. 18. Jan. 5, at one at the King's Arms Inn, Sandwich. Sol. Emmerson, Sandwich

ZINGLER, HENRY, commission merchant, Basinghall-st. Pet. Dec. 17. Jan. 5. at eleven, at offices of Challis and Co., accountants, Clement's-la. Sol. Easton, Clifford's-inn

Orders of Discharge.

Gazette, Dec. 12.

D'ALTEYRAC, JUNIA MARIA, no occupation, Park-st, Grosvenor-square

Gazette, Dec. 23,

OWEN, DAVID LEWIS, colliery agent, Cardiff
SOUTHCOATES, FREDERICK, joiner, Everton, near Liverpool

Dibidends.

BANKRUPTS' ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Bacon, J. miller, first and final, 4s. 5½d. At Trust. J. Eaden, 15, Sidney-st, Cambridge.—*Cowchar*, J. draper first and final, 1s. 6½d. At Trust. J. Kerr, 28, Faulkner-st, Manchester.—*De Groot*, M. A. general factor, first and final, 3s. At Trust. W. N. Fisher, 4, Waterloo-street, Birmingham.—*Hillary*, J. ironmonger, second. 2s. 6d. At Trust. J. W. Snelling, 82, High-st, Winchester.—*Jones*, E. builder, second, 2s. 6d. At Trust. H. W. Banks, 23, Coleman-st, *Jones*, T. grocer, first and final, 7s. At Trust. J. Collins, jun, 33, Broad-st, Bristol.—*Patterson*, T. jeweller, 5s. 4½d. At Trust. J. E. E. Dawe, 8, Union-ter, Union-st, Plymouth.—*Shackleton*, A. builder, first and final, 5s. At Trust. T. Kendall, Shipley.—*Verney*, H. farmer, first, 10s. At Trust. H. K. Thorne, Cross-st, Barnstaple.—*Warlow*, W. H. ironmonger, first, 8s. At Trust. W. N. Fisher, 5, Waterloo-st, Birmingham

Richardson, H. widow, Creech St. Michael, further, 1s. At Exeter. Daw, Exeter

Birch, T. farmer, first, 1s. 4d. At Trust. S. Broad, Norfolk-house, Hereford.—*Crook*, J. manufacturing chemist, first and final, 9½d. At Trust. T. W. Gillibrand, 56, George-st, Manchester.—*Crossley*, J. jun., woolstapler, first, 4s. At Trust. J. P. Birtwhistle, Crown-st, Halifax.—*Dimond*, C. E. bootmaker, first and final, 2s. 6d. At Trust. J. Pentony, 5, Commutation-row, Liverpool.—*Hart*, H. pawnbroker, first, 1s. 6d. At Trust. W. W. Hayward, High-st, Rochester.—*Iverson*, W. J. leather seller, first and final, 3s. 11d. At Trust. S. Culley, Guildhall-chmbs, Norwich.—*Jones*, C. W. tailor, first and final, 1s. 9d. At Trust. T. W. Gillibrand, 56, George-st, Manchester.—*Musselwhite*, C. of Longfleet, first, 4s. 6d. At Aldridge and Harker, King-st, Poole.—*Payne*, R. W. corn merchant, first, 6s. 8d. At Trust. W. Sharp, 20, Gresham-st.—*Robinson*, F. cheesemonger, first and final, 7d. At Trust. B. E. Smith, 43, Cheapside.—*Seeres*, C. victualler, first, 4s. At Trust. H. Tarratt, 10, Market-st, Leicester.—*Thomson*, M. wholesale stationer, second, 1s. At Walker and Litchfield, accountants, Temple-chmbs, 4, St. James's-sq, Manchester

BIRTHS MARRIAGES AND DEATHS

BIRTHS.

CHAMBERLAIN.—On the 27th ult., at Holyrood House, Llandudno, the wife of Reginald S. Chamberlain, solicitor, of a daughter.

FORD.—On the 29th ult., at Southwick-place, Hyde-park-square, Edmund S. Ford, Esq., barrister-at-law, of a daughter.

INGRAM.—On the 3rd ult., at Lucknow, British India, the wife of T. Lewis Ingram, of the Middle Temple, barrister-at-law, of a daughter.

KINGSFORD.—On the 27th ult., at Scarr Cottage, Hampstead, the wife of Douglas King-ford, barrister-at-law, of a daughter.

THIRLWALL.—On the 27th ult., at the Palace, Abergwilli, the wife of John Thirlwall, Esq., barrister-at-law, of a daughter.

WILLIAMS.—On the 26th ult., at 6, Berkeley-gardens, Campden-hill, the wife of Roland L. Vaughan Williams, barrister-at-law, of a daughter.

MARRIAGES.

STREETER—WALKER.—On the 31st Dec., at the parish church, Addington, Surrey, by his Grace the Archbishop of Canterbury, assisted by the Rev. F. Spooner, John Soper Streeter, solicitor, of Croydon, to Marion, youngest daughter of Marmaduke Walker, Esq., of Addington Lodge, Addington.

WILSON—PHILLIPS.—On the 27th ult., at Unity Church, Islington, Roland Knyvet Wilson, M.A., late Fellow of King's Coll., Camb., barrister-at-law, to Christina Whiting, youngest daughter of the late Richard Phillips, F.R.S.

DEATH.

ABRAHAM.—On the 14th ult., at Algiers, Thomas Smyth Abraham, aged 35, of Exeter College, Oxford, B.A., and of Lincoln's-inn, barrister-at-law.

To Readers and Correspondents.

W.—*Ex parte Daglish* is reported 29 L. T. Rep. N. S. 168.
Anonymous communications are invariably rejected.
All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.

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The Law and the Lawyers.

ONE of the points under the Married Women's Property Act which we referred to last week, namely, the liability of a married woman carrying on separate trade to be sued, has arisen and been decided in the Manchester County Court. The case will be found reported in another column, and the law is laid down as we stated it. Although a married woman is empowered by the Act to hold property altogether freed from the control of her husband, and may sue on contracts made with her, yet when sued by those with whom she has incurred a liability, she may plead her coverture and defeat the action. It was urged on behalf of the plaintiff that a liability to be sued was by implication imposed by the Act on married women carrying on separate trade, and that even independently of the Act a woman trading alone was impliedly authorised to do so by her husband, and could make her separate estate liable by her contracts. We have recently pointed out that even at common law a wife having a separate property may affect it by her general engagements, and we cited cases in equity where the doctrine was recognised, and where eminent Judges said that they considered the same rule would prevail at law if the question were raised. The learned County Court Judge did not give his attention to this argument, but considering that by the Married Women's Property Act no liability to be sued was imposed on the wife, he treated her as an ordinary married woman. We should like to see this question thoroughly argued.

WE think it is highly desirable, quite irrespective of any proceedings in *Reg.* v. *Castro*, that the law of contempt of court should be thrown into a statute. County Court Judges can only commit or fine "if any person shall wilfully insult the judge or any juror, or any officer of the court. . . . or wilfully interrupt the proceedings in court, or otherwise misbehave in court. . . ." (9 & 10 Vict. c. 95, s. 113, and see *R.* v. *Jolliffe*, L. Rep. 8 Q. B. 136). But the powers of the superior courts have never been touched by statute, and are practically unlimited at common law. They may even commit for "speaking or writing contemptuously of the court or judges acting in their judicial capacity;" and, in short, for anything which demonstrates a gross want of respect for the court. The evidence is on affidavit; there is no jury; the accused party may be called upon to answer on oath (a course, says Blackstone, not agreeable to the genius of the common law in any other instance), and the court may fine and imprison *ad infinitum*. Large powers, and larger than County Court powers, may well be entrusted to the superior Judges; but we think the very fact that their present powers emanate from the *aula regia* of immemorial antiquity is the strongest reason why they should be defined by a modern Act of Parliament. *Apropos*, what are the powers in this respect of a County Court judge sitting in Bankruptcy? By sect. 66 of the Bankruptcy Act 1869, he has all the powers of a Judge of the High Court of Chancery, in addition to his ordinary powers as a County Court Judge. It would seem, therefore, that his powers to commit for contempt are not limited by the County Court Act, but are as wide as those of the superior courts; which result was not, we think, intended.

THE secretary of a railway company, ordered by a court of law to produce documents upon a *subpœna duces tecum*, and ordered by his directors to withhold them, and so disobey the *subpœna*, has been happily extricated from his dilemma by the Court of Common Pleas, in the late case of *Crowther* v. *Appleby* (reported last week) in which the court refused to attach the secretary for disobedience to the *subpœna*. There was, we think, quite sufficient authority for the decision, and we would refer those of our readers who take an interest in the subject to the case of *Amery* v. *Long* (9 East, 470) in which the whole history of the writ of subpœna will be found reviewed by Lord ELLENBOROUGH, it having been argued in that case that the *subpœna duces tecum* had no compulsory obligation in law. But the practical inconvenience which is exemplified by *Crowther* v. *Appleby*, and which was adverted to by Mr. Justice DENMAN in the course of the argument, is so great that it seems almost to need a Legislative remedy. If a corporation is unwilling to produce documents, how can it be compelled to do so? The secretary or any other servant in whose custody the required documents may be, if served with the *subpœna*, may, it appears, be effectually ordered by his masters to disobey it. By sect. 16 of the Common Law Procedure Act 1852, every writ of summons issued against a corporation aggregate may be served upon one of its officers, and there would seem to be no reason in principle why a writ of *subpœna duces tecum* should not be served also. With regard to the point left doubtful by the court, viz., whether an action would lie for refusing to produce papers, although an attachment would not be granted, it may be noticed that by stat. 5 Eliz. c. 9, s. 12, which gives the right of action in affirmance of the common law, a "reasonable or lawful impediment" is expressly mentioned as an excuse for not appearing "according to the tenor of the process."

IN more than one of the recent registration appeals in the Common Pleas the respondents were not represented by counsel, and Mr. Justice DENMAN remarked upon the inconvenience of this practice, which is calculated to act prejudicially on the interpretation of the law. Whilst we cannot go with the learned Judge this length, we agree that it is to be desired that both sides of a question of law should be argued before it is decided. The evil is one, however, for which there is no remedy, and respondents are quite right, if they think a point doubtful, and particularly if they are the objectors and not the voters, to incur no expense in supporting the decision of the revising barrister. In other cases the omission to support decisions obtained below may have serious consequences, and an instance of this comes to us from Margate. The members of a club called the Union Club were convicted, under the Licensing Act, of keeping open during prohibited hours. They appealed to the borough quarter sessions, but no counsel was retained to

support the conviction. The Recorder thereupon allowed the appeal with costs. The licensed victuallers of Margate are, not unnaturally, very indignant, and believe that, had the case been that of an ordinary publican, a different measure of justice would have been meted out. It is dangerous to criticise a decision without having seen a full report of it, but we conceive that if the conviction was quashed simply because it was appealed against and not supported, such a course of proceeding is not that usually prevailing with reference to appeals. As pointed out above, it is not only at quarter sessions that decisions are not supported on appeal, but the court considers the grounds of the decision appealed against, and gives judgment after fully considering the case. We certainly think that magistrates ought to take care that their decisions, deliberately arrived at, should be properly supported when appealed against. In the Margate case the borough has to pay the costs of the appeal without the satisfaction of having the question argued, which, we think, justifies the outcry which has been raised.

THE dashing speech of the SOLICITOR-GENERAL at the dinner of the Oxford Druids was probably read by the members of the legal Profession with the attention which it deserved. It will, therefore, have been remarked that in his attitude towards lawyers generally, he presents a striking contrast to his predecessor, the present MASTER of the ROLLS. We may briefly mention the two occasions in the course of his speech on which he expresses his opinion about his own profession. Speaking of the manner in which his own college had employed its endowments, he said: "When I think of the foundation of Trinity College and the use she has made of it, and contrast her conduct with that of another foundation of about equal wealth, administered, I am sorry to say by my own Profession, the Inns of Court—when I think how much the one and how little the other has done for those with whose education they are equally charged, I confess it is a subject on which I do not care to dwell, for it is only an additional example of that, which I have had too often occasion to observe—that of all classes of men, lawyers are those who most obstinately cherish abuses and most successfully resist reform." This is a sweeping condemnation which we certainly think recent events do not justify. The obstructiveness of the governing bodies of the Inns of Court everybody acknowledges; but they form a small minority of English "lawyers," the great majority of whom are anxious to see the revenues of the Inns of Court properly employed. Again, Sir WILLIAM HARCOURT expresses his belief that any measure for simplifying the transfer of land will find its most energetic opponents among solicitors. "I know," he said, "I am treading on dangerous ground; but still I will venture to affirm that if a reform of this character is opposed, it will not be by the landed interest, but by a class of men far more influential than Solicitors-General—I mean solicitors in particular." Did Sir WILLIAM observe the demeanour of the "solicitors in particular" when Lord SELBORNE'S Land Title and Transfer Bill was before the House last session? What evidence was there of the opposition coming mainly or at all from solicitors? We addressed ourselves with care and, we hope, intelligent industry to the details of the measure, and pointed out its defects. But we were surprised at the apparent indifference of solicitors on a subject so closely affecting their interests. No one doubts the learned SOLICITOR-GENERAL'S independence of everybody and everything, but we think that he ought not to indulge in sweeping assertions based on mere speculation, and unsupported by any evidence whatever. We believe the time for organised resistance on the part of any class or profession to reforms calculated to benefit the country is gone by. The great monopolies which support half the members of the House of Commons can alone successfully influence legislation to the prejudice of the public, and lawyers are rapidly becoming a persecuted instead of a persecuting race.

WE recently had occasion to refer to a case before Vice-Chancellor MALINS, in which an application was made for a commission to issue to a foreign court to examine witnesses. The comity which facilitates such process is of great utility, and a case in the District Court of Philadelphia illustrates the principles upon which the procedure in such cases should rest. Letters rogatory were issued by the Philadelphia Court to the Royal Circuit Court at Schweinfurt, in Bavaria. When they had been executed by that court, with great solemnity, it was objected to the legality of the execution, among other things, that the attorney and counsellor of the plaintiff was present at the taking of the depositions of witnesses. In delivering judgment on the exceptions, Justice THAYER observed on the broad distinction between the execution of a commission and the procuring of testimony by the instrumentality of letters rogatory or letters requisatory as they are sometimes called. The learned Judge said: "In the former case the rules of procedure are established by the court issuing the commission, and are entirely under its control. In the latter, the methods of procedure must, from the nature of the case, be altogether under the control of the foreign tribunal which is appealed to for assistance in the administration of justice. We cannot execute our own laws in a foreign country, nor can we prescribe conditions for the performance of a request which is based entirely upon the comity of nations, and which, if granted, is altogether *ex gratia*. 'We therefore request you that, in furtherance of justice, you will, by the proper and usual process of your court, cause such witnesses to appear before you, and there to answer, &c., &c.' This is the formula in which the letters are couched. We cannot dictate the methods to be pursued by the court whose assistance we invoke. The rules and practice of the foreign court must be the law of procedure in such cases. Letters rogatory were unknown to the common law. They came to us from the civil law, though the admiralty courts and the civilians seem to agree that in all that concerns the forms of procedure in such cases, the Judge ought to observe the laws of his own country. We may therefore adopt, in the present case, the language of Judge WASHINGTON, in *Nelson* v. *The United States* (1 Peters C. C. R. 237): "Where the business is taken out of the hands of persons appointed by this court, the ends of justice seem to require a departure, in some degree, from the ordinary rules of evidence. To what extent this departure would go has never yet been decided in this court, and it is not necessary at present to lay down the limitation.' Doubtless, if it should appear that any of the substantial requisites of justice, as we administer it, had been omitted, or any unfair advantage given to either party, we would reject the depositions, no matter what solemnities of form had attended the taking of them. But under the circumstances attending the execution of these letters rogatory by the Royal Circuit Court at Schweinfurt, we cannot regard the attendance of the plaintiffs' attorney as a circumstance of that character. He appears to have attended in pursuance of a notification of the Judge who took the depositions, and was required by him to verify them by his signature. It thus very plainly appears that his attendance was altogether in conformity with the rules of procedure in the foreign tribunal, and the character of the court which executed our request affords ample assurance that his presence was not permitted in any degree to prejudice the defendants' rights." We think this is a very correct and useful statement of the view to be taken of the proceedings of foreign courts.

BARON MARTIN.

A JUDGE who has been on the Bench for twenty-three years, who during that period has been hard at work administering the law with temper, judgment, and ability, retires into private life carrying with him the gratitude of the public and the respect and esteem of the legal profession. Of no one can this be said more emphatically than of Baron MARTIN. For some period the learned Judge has been suffering from an infirmity of hearing which has seriously inconvenienced him in the discharge of his judicial duties, but up to the last he has manifested that kindness and consideration towards his brother Judges which has always distinguished him, he having within the last week sat at chambers for a member of his own court.

It is not accorded to every Judge to occupy a large amount of public attention; the qualifications which make a useful puisne Judge are not as a rule consistent with brilliant oratorical powers, and other gifts which excite public admiration. We have in our chiefs of the common law courts, specimens of the men more fitted to adorn the Bench than to do the mill-horse routine of a common law Judge; and when the chief seats are occupied by the first orators of our day, the subordinate positions should be filled by Judges who, by experience and learning and industry, are prepared to deal with the ordinary matters of court practice with care, patience, and sagacity. No two men probably were better representatives of this class of Judges than the late Baron CHANNELL and Baron MARTIN, who, with Baron BRAMWELL and the late Chief Baron, formed an exceptionally strong court. They took their rise in the days of special demurrers. There is little doubt that strict pleading is a most useful training for the lawyer; and it is quite plain that the abolition of severe accuracy has tended to produce lawyers accustomed to looser modes of thought and argument. The present year will see the last of the old system to which we are largely indebted for such judges as Baron MARTIN.

We have only to say on the present occasion, in conclusion, that there have been few Judges more generally liked by the Profession, and more thoroughly appreciated, than the learned Judge who now retires from the Bench.

CONTRACTS BY CORPORATIONS AND THEIR AGENTS.

VERY many cases have been decided upon the operation of the seal of a corporate body, in giving validity to its contracts, and the subject is one of considerable importance. In the case of *The Mayor and Corporation of Kidderminster* v. *Hardwick* (29 L. T. Rep. N. S. 611) the corporation let its market and tolls by auction. The defendant was the highest bidder. The conditions of letting were signed by the defendant and by the town clerk on behalf of the corporation. A month's rent in advance, according to the conditions, was paid by the defendant, and the keys of the markets were handed over to him, but he did not otherwise enter

into possession. By a resolution of the corporation under their seal they approved the letting to the defendant. He, however, failed to complete by finding the necessary sureties, and the corporation brought an action against him to recover damages for breach of contract. We may say at once that the case was decided against the corporation on two grounds (1) that there was no such part performance as would entitle the defendant to specific performance and the contract was void for want of mutuality; and (2) that the contract was not enforceable as not having been entered into by the corporation under seal, or by an agent expressly authorised under seal. The resolution was passed after the breach, and thus too late to operate as a ratification.

The point to be considered, and which this case so admirably illustrates, is this. As a bare proposition a corporation must contract by its corporate seal, or by its agent duly authorised under seal. This being wanting, under what circumstances will a corporation be entitled to the benefit of its contracts and to sue for the breach of them? The case under notice does not give us any new law, for we consider that the principle was fully established by the Court of Common Pleas in the *Fishmongers' Company* v. *Robertson* (5 M. & G. 131), where Chief Justice Tindal said that wherever there is a part performance, where the corporation have acted upon the contract and the other party has had the benefit of it, it does not lie in the mouth of either to deny it; the corporation cannot set up the want of a corporate seal, nor can the other side take advantage of it. The case of *The Corporation of Kidderminster* v. *Hardwick* is chiefly valuable in showing what is necessary to make a contract binding in the absence of the corporate seal.

In deciding the case, however, a dictum of Lord Chief Justice Tindal's was commented upon—a dictum which caused the Chief Baron to hesitate for a while in his decision. That dictum was expressed in the case which we have already cited, and was to the effect that by suing upon a contract made without the corporate seal, a corporation admits that it is binding upon them, and is estopped from disputing it, or setting up the objection in a cross action. We quite agree with the learned Chief Baron that merely suing upon a contract in itself void cannot estop a corporation from disputing its validity in a cross action, and the authority upon which Chief Justice Tindal based his dictum was a case in which the corporation had clearly estopped itself by a return to a *mandamus*, which was a matter of record. But even supposing Chief Justice Tindal's dictum to be good law, we do not see that it would make a contract void in its inception binding upon the other contracting parties, otherwise most assuredly ratification under seal after breach would have the same effect.

The judgment delivered by Baron Pollock puts the matter as clearly and as distinctly as it can be put. He regards the want of a seal in contracts by corporations (not being trading corporations) as something more than a technical objection, and that the rule by which the seal is required is one which it would not be at all safe to relax—adopting what fell from the court in *The Mayor of Ludlow* v. *Charlton* (6 M. & W. 815.) And it is plain from the views expressed in all the cases decided upon this point that where corporations neither use their own corporate seal nor authorise agents under seal to act for them, the law will imply nothing in their favour, but will look strictly to the facts to ascertain whether the party with whom they contract has so far performed his contract as to entitle the corporation to specific performance.

SEPARATION DEEDS AND DIVORCE.

THE law seems to be pressing with almost extreme severity upon husbands, and with a view to instruct those who may be engaged in preparing deeds of separation between husband and wife, we direct particular attention to a case from the Exchequer which we report to-day, *Charlesworth and another* v. *Holt*. The defendant in that case had covenanted by deed to pay to trustees for his wife a certain yearly sum during the joint lives of himself and his wife, and "during so long time as they should live separate and apart." He also agreed that in case his wife pre-deceased him he would pay so much for her funeral expenses. Forgetful of the frailty of women, or perhaps not wishing to suggest what he thought could not occur, he inserted in the agreement no clause releasing him in the event of her unchastity. As a matter of fact she committed adultery, and the husband obtained a divorce. Nevertheless, he was sued by the trustees for arrears of the annuity, and the Court of Exchequer gave judgment in their favour.

Separation deeds have been frequently called in question by learned judges as being altogether opposed to morality. But they have been on successive occasions solemnly upheld. Whilst they continue to be recognized as lawful contracts, it would occur to the uninformed mind that they should be construed so as to carry out what must be taken to be intention of all parties entering into them, namely that they should be binding so long as the tie of matrimony remains:—Let the beneficiary violate the marriage contract, and thereupon all contracts depending upon it should be dissolved also. Looking at the matter by the light of our great model, the Roman Civil Law, it is perfectly plain that no such covenant by a husband should be held binding upon him after divorce. The Romans recognised the greatest laxity as regarded marriage; divorce was obtained with the greatest possible ease. The Roman principle was that the consent of the parties was required not only for contracting marriage, but for maintaining it when contracted. Any act of either party by which this consent was explicitly withdrawn was sufficient to terminate the relation. And once the wife was severed from her husband, all his engagements concerning her ceased—her dowry was returned and she became an independent woman. If the divorce was occasioned by the fault of the wife, she forfeited a portion of her dowry and was also punished by the law. Of course, under the Roman system no such covenant as that in *Charlesworth* v. *Holt* could have been thought of, and the necessity for deeds of separation, which form, indeed, almost a portion of our divorce jurisprudence, arises from the peculiarities of our common law which, whilst tending more and more to make married women independent of their husbands, carefully holds husbands to their contracts to supply their wives with necessaries. But our divorce law refuses to give any alimony to a wife who has been guilty of misconduct; and when the spiritual courts had jurisdiction, and had decreed divorce *à mensâ et thoro* a common law court could not entertain the question of the husband's liability for necessaries. And, of course, it is perfectly plain law now that a husband is not liable for necessaries supplied to a woman who was his wife, but who is divorced from him on his petition.

Consequently everything turns on *Charlesworth* v. *Holt* upon the covenant in a deed executed when the wife was innocent, and when neither contracting party could have contemplated the events which happened, and which, but for decided cases, we should have imagined, followed as they were by a decree of divorce, would have released the husband not only from his common law liability, but also from any liability voluntarily assumed by deed. It must be confessed, however, that the case law is almost uniform in favour of the claim of the plaintiffs. We will briefly consider what the cases are. In *Serres* v. *Serres* (1 N. Rep. 121), which was an action brought on the covenants in a deed of separation, the Court of Common Pleas refused to allow the defendant to withdraw the general issue and plead the adultery of the wife, on the ground that it would not be an answer to the action. Then in *Jee* v. *Thurlow* (2 B. & C. 547), a decree of a spiritual court for divorce *à mensâ et thoro*, on the ground of adultery, was held no answer to an action on a covenant to pay an annuity to the wife. There Chief Justice Abbot used the same words as the court adopted in *Charlesworth* v. *Holt*. Had the husband wished, he said, to make the non-commission of adultery a condition of paying the annuity to his wife he should have covenanted to pay it *quamdiu casta viverit*. He added that the judgment in the Ecclesiastical Court, *but not alleging the fact of adultery*, was not at all more favourable for the defendant. The only point left open by these cases, and made, indeed, by subsequent legislation, is whether the decree of the Divorce Court on the ground of the wife's adultery is to have an effect which the judgment of the Ecclsiastical Court, not alleging adultery, had not. On this point plaintiff's counsel in *Charlesworth* v. *Holt* relied upon *Goslin* v. *Clark* (6 L. T. Rep. N. S. 824). There, at the time of the execution of the deed, the husband knew that his wife had committed adultery; he covenanted by his deed to allow her an amount annually so long as she conducted herself as a chaste and modest woman. He obtained a divorce, under the Divorce Act, which passed after the execution of the deed, upon the adultery already mentioned. An action was brought upon the deed, and it was held that inasmuch as the defendant knew of the adultery of his wife at the time of executing the deed, and the wife having conducted herself properly subsequently, he could not by his own act of procuring a divorce upset the validity of the deed. That case can hardly be accepted as an authority upon the point under discussion; the facts were altogether different; the wife had been chaste since the execution of the deed, and nothing had occurred since its execution but the proceedings in the Divorce Court, at the instigation of the husband, and on a ground with which he was familiar before the separation.

It is clear, however, as the Lord Chief Baron said, that all the authorities are one way, and all that the defendant's counsel could do was to urge the court to import into the deed the condition upon which alone he could be taken to have agreed to pay the annuity. On the operation of the decree for divorce his Lordship said the argument of expediency was very much weakened by the operation of the Divorce Act, by which power is given to the court to make all such orders relating to settlements between husband and wife as it shall see fit to do. And, undoubtedly *Worsley* v. *Worsley and Wignall* (20 L. T. Rep. N. S. 546), shows that the Divorce Court will deal with an ordinary separation deed, but in making the arrangement as to cutting down the allowance, an application was made for an insertion of a *dum casta* clause in the deed, and it was intimated that this might be done in chambers. On the interpretation of sect. 5, which gives the power in question to the court, Lord Penzance said, "If one looks at the substance of the thing one may say that the Legislature, in giving this power to the court, intended to arm the court with power to make fresh arrangements in the case of a woman committing adultery in respect to the pecuniary

settlements which have been made at any time upon her in her character as a wife. I think the substantial feature of this settlement which brings it within the clause is, that it is a sum of money covenanted to be paid to the wife in her character as a wife, and upon the fair supposition that she was and would continue to be a wife . . . But the wife has committed adultery, the marriage has been dissolved, and she is no longer a wife, and the court would be acting in concert with the intentions of the Legislature in dealing with that settlement." Baron Bramwell, in *Charlesworth* v. *Holt*, doubted whether the above case could be accepted as any authority, inasmuch as the deed there under consideration was executed in 1865, after the passing of the Divorce Act, whilst that in *Charlesworth* v. *Holt* was executed before. If *Worsley* v. *Worsley* is not taken as an authority, then *Charlesworth* v. *Holt* becomes stronger, because the defendant had no opportunity of having his settlement reviewed by the Divorce Court.

On the whole the Court of Exchequer have proceeded in the straight groove of precedent, and upon principles which are strict law. The Divorce Act makes matters somewhat less intolerable for husbands who have made settlements on their wives, and have not inserted a *dum casta* clause; but even then, under that Act, an adulterous wife will probably receive a portion of the annuity, whereas, according to the most ancient principles of justice, and under the wisest divorce law, the husband retained part of her dowry, and was absolutely relieved from all liability concerning her. The law, however, is perfectly clear, and those practitioners who have to advise on the subject can have no excuse for want of knowledge.

RELEVANCY OF EVIDENCE IN CRIMINAL CASES.

(*Continued from page* 139.)

THE Indian Evidence Act of 1872 contains the following provisions:—"When there is a question whether an act was accidental or intentional, the fact that such act formed part of a series of similar occurrences, in each of which the person doing the act was concerned, is relevant." (Sect. 15.)

In illustration of this section the following cases are put:—

(*a*) A. is accused of burning down his house, in order to obtain money for which it is insured. The facts that A. lived in several house successsively, each of which he insured, in each of which a fire occurred, and after each of which fires A. received payment from a different insurance office, are relevant, as tending to show that the fires were not accidental.

(*b*) A. is employed to receive money from the debtors of B. It is A's duty to make entries in a book, showing the amounts received by him. He makes an entry, showing that on a particular occasion he received less than he really did receive. The question is, whether this false entry was accidental or intentional. The facts that other entries made by A. in the same book are false, and that the false entry is in each case in favour of A. are relevant.

(*c*) A. is accused of fraudulently delivering to B. a counterfeit rupee. The question is whether the delivery of the rupee was accidental. The facts that soon before, or soon after the delivery to B., A. delivered counterfeit rupees to C., D., and E., are relevant, as showing that the delivery to A. was not accidental.

Thus it appears that the Indian legislators have found it necessary to admit proof of previous and subsequent offences without regard to whether they were committed against the party in respect of whom the proceedings are being instituted.

In Wills on Circumstantial Evidence, p. 47, it is said that "all such relevant acts of the party as may reasonably be considered explanatory of his motives and purposes, even though they may severally constitute distinct felonies, are clearly admissable in evidence."

It is thought that this passage contains the true principle on which the admission or rejection of such evidence should depend, viz., that where it is material to ascertain *quo animo* a particular act was committed, any collateral facts affording a presumption or bearing reasonably on the question of guilty knowledge or intent may be given in evidence. This is indeed the rule laid down in Taylor on Evidence (vol. 1, p. 357, 6th edit.), where the admission of evidence of collateral facts for this purpose is said to be grounded on reasons similar to those governing the relevancy of such evidence in civil actions where knowledge, good faith, or intent is material.

There is, indeed, one case which is opposed to the admission of the collateral evidence we are considering; it is that of *R.* v. *Winslow* (8 Cox. C. C. 397), the facts of which are as follows:—The prisoner was indicted for causing the death of Ann James, who was proved to have died from the effects of antimony. The prisoner was manager to the deceased, who kept an eating-house, and it was proved that in 1859, while the prisoner was her manager, there were staying in the house with the deceased, four of her relatives. Between Sept. 1859 and the following February three of these relations sickened and died after short illnesses, in which each exhibited exactly similar symptoms. In February Mrs. James, who had long been ill, became worse, and in the following June died. Martin, B. (after consulting Wilde, B.) held that evidence of the three other members of the same family having died of similar poison, and of the prisoner having been present at all the deaths and having administered something to two of the parties, was admissible. It is, however, submitted that this decision can no longer be supported against the above authorities to the contrary.

An enactment in the recent Prevention of Crimes Act of 1871 (34 & 35 Vict. c. 112) appears to favour the above views. It enacts that "where proceedings are taken against any person for having received goods, knowing them to be stolen, or for having in his possession stolen property, evidence may be given at any stage of the proceedings that there was found in the possession of such person other property stolen within the preceeding period of twelve months, and such evidence may be taken into consideration for the purpose of proving that such person knew the property to be stolen, which forms the subject of the proceedings taken against him: (sect. 19.)

Upon the whole we think it may fairly be laid down that in all cases, where it is material to determine malice, knowledge, motive, or intent, evidence of collateral facts should be admitted, though antecedent or subsequent to the principal act; and that it should make no difference whether the previous offences were committed against the same or another person since the sole ground on which its admission can be supported is that, from the frequency of certain occurrences, it tends to show whether the offence in question was intentional or not, or, in other words, to lead to the inference that each act has been too often an accident to be always an accident. That it is an exception to the general rules, which govern our law of evidence must be conceded, but it is submitted that it is a necessary one for the obvious reason that it would, in the great majority of cases, be impossible to prove such psychological facts without admitting evidence of collateral matters. It is difficult to see, moreover, how testimony which goes to prove the very gist of a charge can be said to be disconnected with the matter in issue, and how facts which give a quality to the principal fact can be considered irrelevant. As to the objection that a prisouer is thus taken by surprise, it is conceived that a person who is charged with a crime of the nature we are considering, cannot suppose that the evidence against him will be confined to the mere circumstances of the act for which he is on his trial, and which would generally furnish insufficient material from which the jury could presume a guilty knowledge or intent, and that he should come to trial prepared to explain any actions connected with the charge of which he has direct notice.

With regard to the inconvenience arising from raising different issues, it is to be remarked that the admission of such evidence in cases of the felonious receiving of stolen goods and of knowingly uttering forged documents is open to precisely the same objection; but in those cases the inconvenience is tolerated in order that justice may not be defeated, and it is thought that this reason applies with at least equal force to those charges which form the immediate subject of this article.

The only other point to which it will be necessary for us to refer is as to what should be the proximity, in point of time between the offence charged, and the previous ones offered in evidence.

It would appear, on principle, that the fact of the offences of which evidence is tendered being divided by considerable intervals of time, either from the one charged or from each other, should form no objection to the reception of such evidence, though of course, it would materially affect its weight; for it is impossible to say at what distance of time a particular act will cease to have any effect on the minds of the jury in assisting them to arrive at a correct conclusion as to the matter in issue. The language of Lord Chief Justice Ellenborough in *Whiley's case* (2 Leach, 983), strongly favours the above proposition; for though that was a case of felonious uttering, the reasoning seems equally applicable to other charges. To prove the guilty knowledge of the prisoner, evidence of three previous utterings of forged notes within the course of the month preceding was tendered, and on the authority of the former case of *R.* v. *Tattershall* was admitted, Lord Ellenborough saying, "True it is, that the more detached the previous utterings are in point of time, the less relation they will bear to the particular uttering stated in the indictment; and when they are so distant the only question that can be made is whether they are sufficient to warrant the jury in making any inference from them as to the guilty knowledge of the prisoner, but it would not render the evidence inadmissible. Circumstances of this kind may produce such strong evidence as to leave no doubt as to the prisoner's knowledge that these notes were forged."

Undoubtedly lapse of time between the principal and evidentiary matters is an infirmative fact; it renders the evidence less conclusive, but this should merely affect its weight and not its admissibility. Mr. Beatham, in his learned treatise on Judicial Evidence (Book ix.), discusses this question at great length, and the conclusion at which he arrives with regard to circumstantial evidence is that it should never be excluded on the ground of its apparent want of probative force, unless its admission would be more productive of delay, expense, or vexation than conducive to the certainty of the decision.

We have already treated of the objections to the admission of this evidence, and shown that the advantage to the cause of justice

outweighs the inconvenience occasioned by it, and where this is so we think that the hearing should be in favour of receiving proof of collateral facts, though detached by long intervals of time, since they may assist the jury in coming to a correct conclusion, in which case the evidence is relevant; and, if they are so disconnected as to furnish no presumption, no injustice is done by its admission.

THE BENCH AND BAR IN IRELAND.

THE Irish Bench, as we pointed out last week, stands at the present moment in the most unfortunate position as regards the Government, the Bar, and the public of Ireland. Whilst a Chief Baron must be appointed, it is perfectly clear that the staff of Judges may be very safely reduced. The reduction, however, cannot be founded upon any decrease in the amount of business during the past year; but it appears that for a considerable time past the courts in Ireland have not been worked up to their powers. It would, of course, be unfair to compare the business transacted in the Irish with that transacted in the English courts, and we shall not do so, but we have looked at the returns so as to enable us to say that the work of the Irish courts cannot possibly keep the present staff fully occupied if it is done with due diligence and a proper application of judicial power.

The *Times* correspondent informs us that the last tables computed by Dr. HANCOCK show that in 1872 the number of proceedings other than writs of execution in the three Common Law Courts was 18,338, or 2089 more than in 1871, and of these 5728 were summonses and plaints returnable to the Queen's Bench, an increase of 695 over the preceding year. It should be observed, however, that the largest number was for sums under £20, which might very properly be disposed of by the Civil Bill Courts. The total number of writs of execution was 4883, an increase of 79 over the year 1871. The returns from the Masters' offices show an increase of 1371 in the number of writs of summons and plaints filed in 1872 as compared with 1871, the total for the three courts being 13,144, of which 4453 were in the Queen's Bench, against 4369 in the previous year. The return of the business in *banco* shows a decrease in 1872 of 53 in the proceedings (1184) before the full courts as compared with an increase of 163 in 1871. This is partly explained by the increase in the number of records, which have to some extent thrown the business in *banco* into arrear. The total number of cases heard at Nisi Prius was 555 in 1872, against 547 in 1871, There has been a decrease of 22 in the number of cases on circuit, and an increase of 14 in the number heard in Dublin. There are, however, attached to the courts in Ireland other duties, such as the courts in England are unacquainted with, and they absorb a certain small proportion of the time devoted to business.

But the aspect of the question which has struck us most forcibly is that which bears upon the relation of the Bench to the public. Mr. GLADSTONE is told by the *Pall Mall Gazette* that if he ventures to save £4000 a year by making no new appointment, he will "assuredly sacrifice the last fragment of his Irish popularity." That journal then refers to the argument in favour of keeping up the judicial staff, that "Irish judgeships are the only great professional prizes attainable by Roman Catholics, and are the only posts in the country which render their incumbents independent of the Roman Catholic clergy." This argument our contemporary acknowledges is "wholly out of harmony with the commonplaces current on this side of the channel." Not only so, but it is wholly out of harmony with the objects for which Judges are made; and it seems a truly absurd idea that we should overload a bench in order to allow Roman Catholics to jump into positions in which they can snap their fingers at the priests. The *Gazette* acknowledges that the number of judges is "exorbitant and indefensible," and yet says that it would be a great misfortune if that number was curtailed by one person only. We consider it to be a calamity to the Bench to have more men upon it than the business will fully employ; and it would be still more calamitous if Irish barristers were taught to look forward to promotion to judicial sinecures on the single ground of the necessity for keeping up an independent body of well-paid officials in Ireland.

If we are to credit our contemporary, the position of the legal profession in Ireland is deplorable. "It is the fact," we are told, "that the priesthood can make or mar any layman in Ireland. It is they who can, in the first instance, determine whether an attorney shall have clients, and whether a barrister shall have briefs." But "at present, it is a matter of every-day observation that the nearer a Catholic barrister is to a judgeship the greater is his independence of spiritual control, which, indeed, when he is once on the bench, he throws off altogether." To apply this to the reduction of the number of Judges, the writer adds,—"if the occupants of the bench were greatly reduced the chances are that he would think it wiser to maintain an understanding with the powerful body which, if it chose, probably could destroy the most eminent man who depended solely on his profession." This is a wretched state of things, and very humiliating to the Profession, but we sincerely trust that Irish judges will not be created for purely political purposes, to officiate as checks on the arrogance of the priesthood. It is essential to the efficiency of the Bench that the Judges should be employed. If Ireland can substantiate her claim to the number of Judges hitherto existing, as her journals attempt to do, we should not for a moment attempt to limit the strength of the Bench. We fail to see how an overloaded judiciary can serve any useful purpose, and if it is maintained as a political institution it will become a professional evil.

LAW LIBRARY.

Lincoln's Inn, its Ancient and Modern Buildings and Library. By WILLIAM HOLDEN SPILSBURY, Librarian. London: Reeves and Turner.

THIS *brochure* is a second edition, and shows that Mr. Spilsbury has been a diligent and intelligent student of the antiquities of the Inn. He does not, however, confine himself to the buildings; he gives us a history of the old lawyers and old laws. But the library is naturally the principal subject of his attention, and it certainly contains a wonderful collection of valuable works. Mr. Spilsbury's book is a small one, and we will encroach upon him only to the extent of a short extract descriptive of the creation of the library:—

The original foundation of the Library of Lincoln's Inn is of earlier date than that of any now existing in the metropolis. In the thirteenth year of the reign of Henry VII. A.D 1497, "John Nethersale, late one of this society, bequeathed forty marks, partly towards the building of a library here for the benefit of the students of the laws of England, and partly that every priest of this house, in the celebration of divine service every Friday, should sing a mass of requiem, &c. for the soul of the said John." This building, the site of which is not now known, was finished in the 24th Henry VII. Previously to their removal to the edifice in which they are now commodiously arranged, the books occupied a suite of rooms in the Stone Building, to which they had been transferred in the year 1787 from the Old Square. There are various entries in the records of the society relating to the library in the reign of Elizabeth. It seems, however, that little progress was made in the accumulation of books; for at a Council held in 6th James I. A.D. 1608, "because the library was not well furnished with books, it was ordered that for the more speedy doing thereof, every one that should thenceforth be called to the Bench in this society should give twenty shillings towards the buying of books for the same library; and every one thenceforth called to the Bar, thirteen shillings and fourpence, all which sums to be paid to Mr. Matthew Hadde, who, for the better ordering of the said library was then made master thereof." Three years afterwards it was ordered that Mr. Hadde, thus constituted the first Master of the Library, an office now held in annual rotation by each bencher, "should buy and provide for the library 'Fleta' and such other old books and manuscripts of the law, and to cause those that be ill bound to be new bound." At a subsequent meeting it was ordered "that ten pounds should be paid by Mr. Hadde out of the money received from Sir William Sedley for copies of 'Corpus Juris Civilis,' in six volumes, and 'Corpus Juris Canonici,' in three volumes, and that he should cause them to be bound with bosses without chains, and pay the charges of binding out of that money. . . . The books are arranged on the shelves in classes, and on taking a survey of the library from the entrance near the east oriel window, the eye of the visitor may range over a vast collection of Treatises on every branch of English jurisprudence from the earliest period to the present day; then over the Reports of Cases argued in all the courts of law; and then over the voluminous collections of the Journals of the Houses of Parliament, and the Cases heard on Appeal before the House of Lords and the Privy Council, passing on to the volumes containing the Statutes of the Realm, Public, Local, and Private. On the opposite side of the room the observer may notice a goodly assemblage of the works of English and foreign divines, with editions of the Bible in various languages: the poets, historians, philosophers, and orators of Greece and Rome; dictionaries of various languages, and other philological works; the principal writers, ancient and modern, on English history and topography; foreign history; and a selection of works on civil and foreign law. In the upper gallery is ranged a collection of books on civil and foreign law, occupying nearly the whole of one side of the room; and on the opposite side of the gallery may be observed the more voluminous historical works, such as Grævius and Gronovius, Muratori, &c., with the Mémoires de l'Academie, and that monument of the wondrous extension of the Papal power and dominion, the Bullarium Romanum.

The *Law Magazine*. January 1874. Reeve and Turner.

THIS monthly publication has come out under the editorship of perhaps the most voluminous writer the Bar has ever known—Mr. W. F. Finlason. If we mistake not he is the author of every contribution to this number, which is equivalent to saying that it is full of interesting and instructive matter. His first article is introductory to his editorship, and treats of the Function and Influence of Legal Journalism. It is replete with the opinions of eminent men on the advantages of the study of the law, and the narrowing influences of practice. We are glad to see that our author has a high sense of the functions of legal journalism, but as we think, rather an exaggerated notion of the influence of legal literature. We extract some passages which are of general interest:—

A great concurrence of opinion, among lawyers and laymen, philosophers and statesmen, attest the fact that the mere practice of the law, apart from such general views and philosophic ideas, which belong to its study as a science, tends to narrow and dwarf, if not degrade the mind. Lord Bolingbroke observed this in one of the finest passages of his works, quoted by Lord Kames in one of those elegant and enlightened essays, in which he sought to stimulate to the philosophic study of law. The great commentator was fully aware of the truth of the remark, and made it the basis of his great work, destined to achieve in this country what had been effected in Scotland. And Blackstone pointed out that the mere practice of the law will not suffice even to qualify for the pursuit of the law as a profession; a great truth, which lies at the basis of all the generous efforts made in our own time for the promotion of legal education. Speaking of the practitioner, he says: "If practice be the whole he is taught, *practice*

must also be the whole he will ever know; if he be uninstructed in the elements and first principles upon which the rule of practice is founded, the least variation from established precedents will only distract and bewilder him. *Ità scripta est* is the utmost his knowledge will arrive at; he must never aspire to form, and seldom expect to comprehend, any arguments drawn *à priori* from the spirit of laws and the natural foundations of Justice:" Comm. 1, 32. This description, unhappily, as Lord Mansfield had occasion to observe, has applied to judges as well as practitioners; and, indeed, it could not be otherwise, in a country in which the judicature are taken entirely from the ranks of the practitioners.

Mr. Finlason expresses the opinion, with which we cannot agree, that the jurisprudence of America, which in many respects is superior to our own, is due to legal journalism. He says (having quoted Story):—

It is impossible not to imagine that one great reason for this may have been the greater degree to which the discussion of legal questions in legal journals was carried on in America. There is this great advantage in discussions of this kind over forensic arguments that they are not one-sided, nor framed merely to obtain a particular decision, but entirely for the elucidation of a legal question without any other object in view, and without being biased by considerations of its result with reference to a particular case.

He goes on to say:—

The discussion of legal questions in the press is of the more importance from the character of our judiciary law, which, until affirmed by a *supreme* court, is *not* law, but only evidence of it, and open to argument. Mr. Burke observes of text books:—"With us doctrinal books had little or no authority, other than as they are supported by adjudged cases and reasons given from the Bench." But the same observation applies to *judgments* of the courts until confirmed by the highest tribunal. Until then they are themselves open to discussion, and if the particular case is not appealed, it is only in the press they can receive such discussion. In this country there is not a power in the court itself to appeal to the supreme tribunal, and if the *suitor* does not do so, the law may be in doubt for many years, especially in the case of a division of judicial opinion and fresh applications of it to important questions as they arise. And no one can fail to observe that from time to time such questions do arise, which greatly interest the community at large, and are fully within the scope of ordinary intelligence, especially of educated and thinking men. It would be easy to find immediate illustrations of this within the last few years, or even months, or weeks. The publication of law reports in the *Times* reports, by barristers competent to understand and to make intelligible legal questions, brings home daily to the minds of men the constant application of law to their affairs and their interest in civil and criminal law is, in consequence, constantly augmenting.

Further, he considers discussions in the legal press calculated to dissipate fallacies. He observes:—

There are, again, many fallacies current among the Profession which can only be dissipated by discussion in legal journals. For men much occupied in practice have not time to enter into these questions, and have a gregarious tendency to fall into grooves of thought, and follow each other in the use of received terms and phrases, which often embody the grossest fallacies. Such, for instance, is the common phrase as to "fusion of law and equity." Most members of the profession fancy that law and equity are somehow, because separate, opposed, and that somehow this opposition may be removed by fusion. Yet, as Lord Brougham pointed out long ago, law and equity are no more opposed than civil and criminal law, and can as little be fused. For, as Lord Brougham explained, on the same state of facts, and the same question, law and equity are identical. It must be so, for it is a fundamental principle of equity to follow law. Hence the equity can only differ from the law on a different state of facts or a different question from the legal one, and as a difference never can be obviated, therefore they can never be fused. . . . Innumerable other instances might be adduced of common fallacies among members of the profession, only to be dissipated by discussion in legal journals. There is a strange tendency in men to blind acceptance of current ideas, even though opposed to actual facts, daily within their observation, and yet not observed. So little, as Dugald Stewart says, do the mass of men observe out of the scope of their own daily avocations and ideas. Thus, most members of the profession suppose that all matters of fact are determined in courts of law by juries on oral evidence, and in courts of equity by judges upon written evidence. Yet in the same classes of cases, that is, cases relating to property, it is not too much to say that the matters of fact are rarely determined by a jury, and are generally, in courts of law as in courts of equity, determined by the judges upon written notes, or statements, of the evidence, either in the form of applications to review the verdict, or on *reservations* of the evidence, with power to the courts to draw *inferences of fact*; in other words, to decide questions of fact. And in courts of law, as in courts of equity, points of law are always, of necessity, decided on written notes of the evidence or statements of the facts, either upon points reserved or on special cases. It is only, for the most part, in classes of cases which arise out of torts, especially personal torts, which do not come into equity, that cases are really determined by the verdict of juries, and even in those cases the verdicts are reviewed by the judges on notes of the evidence. Innumerable other instances might be adduced, but these will suffice to show how questions may be elucidated and fallacies dissipated by discussion in legal journals.

And he concludes thus:—

If indeed the writer were asked more particularly to describe his object, he would say it would be to show the operation of a judicial system, in the administration of justice, and the formation of law, a subject of special importance at this time, when the attention of the country is likely for some years to be fixed on the gradual tranformation and reconstruction of our judicial system. The writer says "gradual," for it is the opinion of the most thoughtful and reflective minds that it will probably be twenty years before the great work is consummated. More than one of our most experienced statesmen have thrown out this prediction, and in all probability it is destined to be realized. During many years, at all events, the new judicial system will be in course of development, and it will be of paramount interest to watch its progress, operation, and results. And for this work the writer ventures to think he may have some special qualification. Thirty years in the profession—during the greater part of that period constantly in the courts—he has been for more than twenty years engaged in the study of our judicial system. It is twenty-one years ago since he first projected a work on the subject, and since he edited the first of the Common Law Procedure Acts. He also edited, in 1855 and 1860, the second and third of those Acts, and since then he has been continually in the courts, watching their operation, and engaged in preparing his work on the subject. Another way in which legal journalism may be of use in aiding both the students and practitioners of the profession is in the exposition of new statutes. There used to be an office in our Inns of Court, that of the Reader, which now exists only in name, but which used to be of some practical utility in giving readings of new statutes. Such were Callis's Readings on the Statutes of Trusts, and Bacon's Readings on the Statute of Uses. These readings were of course carefully prepared, and probably written; and they were originally read, because in ages anterior to the invention of printing, the oral lecture was the only possible mode of instructing students. But when lectures could be printed, it is manifest that they would be far more available and valuable for purposes of study and instruction in a printed form, and then they could be studied at leisure, with far more effect than by being once heard. Hence, probably it is, that the readings became obsolete, and though in our own day they have been revived by Bowyer and Phillimore, yet their learned productions had a permanent value only when printed and published.

This is a bold scheme, which we venture to think, to be carried out successfully, requires varied co-operation. Legal journalism may become too ambitious, and when it is more ambitious than the everyday wants of a profession require, it is apt to become useless. We shall look forward with some interest to see Mr. Finlason carry out his project.

There are four other papers on (1) recent changes in the Judicature; (2) illustrations of our judicial system; (3) Michaelmas Term and sittings; and (4) the case of the *Virginius*. For the benefit of the magazine we must repeat that we distinctly trace the same hand and style throughout, and we think this should not be made the rule.

SOLICITORS' JOURNAL.

THE meeting of the Legal Practitioners' Society on Wednesday last, a report of which appears in another column, is certainly not without importance to the Profession, and indeed the public, and we feel sure that many statements made by members of both branches of the Profession present on the occasion will be read with some astonishment. Whatever may be the ultimate condition of this new law society, as we may call it, already it has somewhat altered its tactics. As we have before pointed out, if the course proposed to be adopted at the meeting on Wednesday is carried to a successful issue, it will certainly have rendered to the Profession and the public signal service, and we cannot but think that it will have the hearty support of all high-minded men in the Profession. The work which it proposes to undertake is, at all events in part, not the most agreeable; such, for instance, as enforcing payment of penalties, which are no doubt daily incurred by unqualified persons. Yet, while these statutory provisions, and no others, exist, they should be enforced; and those who contend that, as this is properly the work of the Incorporated Law Society, therefore this new society should not be formed to undertake it, should take the trouble to learn whether the council of the former society ever institute proceedings against unqualified persons. The letters from country solicitors read at the meeting are also interesting, as showing the feeling existing among them upon the subject of the relations between the two branches of the Profession. Some are for an amalgamation, whilst the majority—with whom we certainly agree—desire a modification of the present rules of the several Inns of Court affecting solicitors who desire to go to the Bar; and we are of opinion that if the deputation of members of the Legal Practitioners' Society, who it is proposed should wait on the Lord Chancellor, properly represent this and other questions intended to be submitted to his Lordship, they will receive from him a very favourable consideration, for his Lordship will be influenced especially by the merits of the case submitted to him rather than by the standing of the society. Too frequently those representative bodies who should be the first to move with a view to reform are often the last. As an illustration of which we may mention that, notwithstanding the oft-expressed views of the Lord Chancellor on the subject of legal education, and notwithstanding moreover the continued and continuing efforts of the Legal Education Association in the same direction, the Inns of Court have done very little with a view to meeting the demands of the public. We are glad to gather from the report of the meeting that the society is not established in any hostility to existing societies, but rather with a view of aiding them in their work and duties. We may say at once that if we thought for a moment there existed any spirit of hostility to the present governing bodies of the Profession, we should not give to the new society that support which, in so far as it has proceeded at present, it has a right to expect from us. There are hundreds of solicitors, both in town and country, who are not members of any law society; and surely if they are interested in the welfare of their Profession they should join the new society, if not, the more important, the older and more expensive one, the Incorporated Law Society.

WE extract the following from Gun's Index to Advertisements: "Having been frequently asked by correspondents abroad to furnish them with the name and address of a reliable firm of attorneys and counsellors at law in London, we have much pleasure in giving the following." (Here follows the name of a firm of solicitors in Gray's-inn.) "Who are also well acquainted with American law," says the paragraph in question. For the present we withhold the name of the firm, as we cannot think this *quasi* advertisement is consented to by the firm in question. From the same printed matter we extract the following in another part of the publication: "The fee to search for a will is 10 dollars, if the date of the testator's death can be given within two years, if not 20 dollars. These fees apply only to England," &c. This printed matter also has the following: "Richard Holt, Syracuse, N.Y. In cases where the assistance of a lawyer is necessary, I employ Messrs. ——, Gray's-inn, London, a well-known firm of high standing."

FRESH information comes to us which satisfies us that the use of spurious notices purporting to be issued from County Courts is largely on the increase by tradesmen, especially in the districts of the Metropolitan Courts, and we have received from a solicitor in Marlborough-street one of these forms, which is headed with the Royal coat of arms, and in large type with the words, "County Court. For the recovery of debts under £50 as per 20 & 21 Vict. c. 25, form No. 1 to C. Final notice." At the bottom of this notice in small type are printed numerous sections of County Court Acts, and finally as follows: "Rule 120 enacts that when a defendant makes default in payment of the whole amount awarded, execution may issue against his goods without leave of the court, and such execution shall be for the whole amount of the judgment and costs." Our correspondent assures us that many poor people are by means of such notices often induced to pay more than they really owe. This matter to which it is, and always will be until rectified, our duty to direct attention, does not fall short of a scandal on the administration of justice in the County Courts, and the legal societies will render signal service if they can secure legislation which will prevent a continuance of such an objectionable, if not a nefarious, practice.

THE Profession will be interested to observe that the Admiralty have in the Navy List for the current quarter distinguished (by printing in italics in the seniority, but not in the alphabetical list) the names of such naval officers of all ranks who have commuted their pensions. This step has no doubt been taken by their Lordships in the interests of the public, but it will also be of much assistance to solicitors who, when instructed by clients to proceed for the recovery of debts against naval officers have always had difficulty and trouble in ascertaining whether such officers had commuted or were in the receipt of pensions. Cases are within our knowledge in which clients of solicitors have been induced to give credit owing to the debtor's name appearing in the Navy List, while in fact such officer was not in receipt of any pay or pension, and, as far as any security to the creditor went, may just as well not have appeared in the list at all. This is a salutary measure of reform, which, whilst benefiting the general public, will be of much assistance to solicitors, especially those in seaport towns.

WE understand that the MASTER of the ROLLS has signified his intention to facilitate in every way in his power the transaction of business in his chambers. This is most important, for, no doubt, many *ex parte* applications are made in the Chancery Courts which can be as well and less expensively made in the Judges' chambers. We hope the VICE-CHANCELLORS will follow the good example of Sir GEORGE JESSEL.

NOTES OF NEW DECISIONS.

CONSTRUCTION OF AGREEMENT—EASEMENT—EXPRESS WORDS.—By an agreement made between J. G. and P. C. (under whom the respondent and appellent respectively claimed), it was agreed "that the dock between the wharves, on the eastern side of the line of separation, shall for ever remain open as it now stands; that is to say, that neither of them shall fill it up with wharves or other incumbrances, whereby the convenience of the same may be damaged to either party." Held (reversing the judgment of the court below), that the effect of this agreement was to create an easement that the dock should remain open as it then stood for the convenience of either party to use it as a dock; and that if it was intended that one party should have a more limited right therein than the other, such limited easement should have been created by express words: (*Morton* v. *Snow*, 29 L. T. Rep. N. S. 591. Priv. Co.)

PAYMENT OUT COURT—LAND TAX ACTS—REPAIR OF VICARAGE.—By s. 100 of 42 Geo. 3, c. 116, surplus stock in court arising from the sale of land for the redemption of land tax may be laid out in manors, messuages, lands, tenements and hereditaments, to be settled and conveyed to like uses to those upon which the lands taken were settled. A petition by a vicar for the repayment to him out of the fund in court of money disbursed by him for repairs to the vicarage house, was dismissed as an unauthorised investment under the Act, decisions allowing such an investmnent under the Lands Clauses Act, not being held binding on the court in a case of this Act: (*Re Vicar of Nether Stowey*, 29 L. T. Rep. N. S. 604. Rolls.)

PRACTICE—TRANSFER OF CAUSE—CONCURRENT SUITS IN TWO BRANCHES OF THE COURT.—Where a bill was filed by the trustees of a deed, praying that the trusts of the deed might be carried into execution, and that they might be discharged and new trustees appointed if necessary, and another bill was filed in another branch of the court by the *cestui que trust* against the trustees, praying that the deed might be set aside or rectified, and that the trustees might be removed and the trusts of the deed might be carried into execution, if and so far as necessary, it was ordered that the second suit should be transferred to that branch of the court in which the first bill was filed: (*Sayers* v. *Corrie; Corrie* v. *Sayers*, 29 L. T. Rep. N. S. 602. Chan.)

ADVERSE POSSESSION—GRANT NOT VOID FOR UNCERTAINTY—PRESUMPTION.—Possession is adverse for the purpose of limitation when an actual possession is found to exist under circumstances which evince its incompatibility with a freehold in the claimant. A grant from the Crown of undefined and unascertained shares in land will not be held void for uncertainty after long modern possession, for in such a case a supplementary and confirmatory grant may be presumed. *Doe dem. Devine* v. *Wilson* (10 Moo. P. C. 502), followed. In a case in which the facts and law appear to be one way, their Lordships will make the presumptions which should properly be made by a jury, without sending the case down for a new trial: (*Des Barres and another* v. *Shey*, 29 L. T. Rep. N. S. 592. Priv. Co.)

CREDITORS' SUIT—DELAY IN PROVING WILL—STATUTE OF LIMITATIONS.—A simple contract creditor of a testator, who died in 1857, filed a bill on the 1st Dec. 1870, for administration of the testator's estate. The testator, by his will, gave all his real and personal estate to his widow during widowhood, and appointed two of his children his executors. The will was retained by the widow, who refused to produce it, until compelled to do so by proceedings being taken against her in the Court of Probate, but she entered into possession of the testator's property, and regularly paid the interest on the amount due to the plaintiff until the 1st Feb. 1864, after which time no interest was paid. The will was not proved until the 27th Sept. 1870. Held, that the plaintiff's claim was barred by the Statute of Limitations: (*Boatwright* v. *Boatwright*, 29 L. T. Rep. N. S. 603. Rolls.)

WILL—DIRECTION TO PAY DEBTS—NOTICE.—A testator by his will directed all his just debts to be paid, and in a subsequent part of his will devised certain freehold estates subject to the payment of all his just debts, &c. The devisee mortgaged the freehold estates, and applied the mortgage money for his own purposes, and afterwards became bankrupt. The executors of the will were not parties to the mortgage, but the mortgagee had no notice that the money was to be applied otherwise than for the payment of debts: Held (reversing the decision of Lord Romilly, M.R.), that the devise of the freehold estates charged with the payment of debts controlled the prior general charge of debts; that the devisee, and not the executor, was the proper person to raise the money to pay the debts, and that the mortgagee, having had no notice of the breach of trust, and being under no obligation to see to the application of the mortgage money, had a good title, and was entitled to priority over the testator's creditors: (*Corser* v. *Cartwright*, 29 L. T. Rep., N.S., 596. Chan.)

OBSTRUCTION TO TIDAL RIVER—NOTICE OF ACTION.—By a local Act the defendants were authorised to construct in conformity with certain deposited plans, "and upon the lands delineated upon the said plans," a pier or landing stage, "together with such other works and conveniences in connection therewith," as they should from time to time think fit. Before the landing stage was commenced plans of the proposed works were to be deposited at the Admiralty for approval. The local Act was to be executed "subject to the powers and provisions" of the Public Health Act 1848, sect. 139 of which requires notice of action "for anything done or intended to be done" under the provisions. The defendants deposited plans (differing in extension from the plans under the Act) which received the approval of the conservators of the river, representing the Admiralty, and constructed the landing stage in conformity therewith. The landing stage was a floating one, and was moored by anchors lying in the bed of the river. The position of the anchors was indicated by a buoy, which, being carried down by the tide, became concealed from view. One of the anchors becoming displaced, stove in and swamped a vessel of the plaintiffs which was lawfully navigating the river. Held (1), that the anchor, although placed where it was for the benefit of the public, was an obstruction which the defendants could not have created without statutory authority, and was a nuisance to the river; (2) that the defendants were guilty of negligence in their management of the buoy, but (3) that inasmuch as the plans had received the approval of the Admiralty, such approval was tantamount to the sanction of the Act, so as to entitle the defendants to statutory notice of action. Notice of action must be given in a case of nonfeasance, just as much as in a case of misfeasance. *Per* Denman J., *Reg.* v. *Russell* (6 B. & C. 566) is overruled by *Reg.* v. *Ward* (4 Ad. & E. 384.): *Jolliffe and another* v. *Wallasey Local Board* (29 L. T. Rep. N. S. 582. C. P.

GUARANTEE—AGREEMENT BETWEEN GUARANTORS FOR EQUALITY OF LIABILITY—INSOLVENCY OF ONE GUARANTOR.—Five directors of a company gave their joint and several bond to a bank to secure repayment with interest of a loan made by the bank to a company. By an agreement made between five persons interested in the company of the first part, and the five directors of the second part, after reciting the bond, it was agreed that, in pursuance of an agreement made upon the treaty for the loan by the bank, the liability of the several persons, parties thereto of the second part, under the bond, should be borne and discharged by the ten several persons parties thereto respectively in equal shares and proportions, and that each of the several persons parties thereto, would indemnify the other nine against all actions, &c., in respect of the loan by the bank or in respect of the bond. The company was ordered to be wound-up, and the bank recovered judgment against the obligees of the bond for the whole amount of principal and interest due thereunder. One of the guarantors had become insolvent. On a bill by two of the guarantors, who had under the judgment paid more than their proportion of the sum secured by the bond against the other eight guarantors to enforce a rateable contribution from them in respect of the principal, interest, and costs recovered under the bond: Held (affirming the decision of Lord Romilly, M.R.) that all the solvent guarantors were liable to contribute rateably in respect of the whole amount recovered under the bond, and that the extra liability arising from the insolvency of one of the guaranrors was not to fall upon the defendants to the action at law. The bank made a further advance to the company upon the personal security of three of the directors. Five of the guarantors for the amount secured by the bond signed an agreement that they would join the three directors in guaranteeing repayment to the bank of the further advance in equal proportions with the three directors. One of the five who signed this agreement stated by his affidavit that his signature (if he did sign) was obtained "on the express engagement and understanding" that the agreement should be signed by all the guarantors for the sum secured by the bond: Held, that the words "express understanding" were utterly unmeaning, and that the court would never pay any attention to a statement that something was done on an express engagement, unless the engagement was spoken to in a manner which was admissible in evidence: (*Dallas* v. *Walls*, 29 L. T. Rep. N. S. 599. Chan.)

Correspondence.

OUR INVADERS.—The inclosed circular has recently been handed to me by a client in the country. If your attention has not been already called to it, I think its character will cause you and your readers some astonishment. For my own part I have not met with anything more impudent for a long time.—ADVISER.

29, Craven-street, Charing-cross, London.
Dec. 19th, 1873.

SIR,—We trust you will excuse us taking the liberty of forwarding you this letter, but having observed that a bill of sale is registered against you, and as such things are very often the commencement of trouble and inability to meet your creditors, we beg to suggest that if it should so occur that you are under any apprehension of being unable to meet your liabilities, that it will be well for you to consult a respectable solicitor, who will advise you as to the course to be pursued, and it is better to do this, before you get so far into difficulties as to render your case very difficult to arrange. A personal interview will not cost you anything, and our long practice with persons in embarrassed circumstances, enables us to suggest immediate relief and assistance and under the Act of 1869, without publicity and suspension of business.

Yours faithfully,
CARPENTER and VERNEUIL.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

APPACH (Frederick Wm.), of Tokenhouse-yard, gentleman; £329 15s. 8d. three per cent. annuities. Claimant, said Frederick Wm. Appach.

BAYLEY (John), bookseller, BAYLEY (Ann), his wife, and BRUTON (Ann), spinster, all of Kensington-terrace, Gravel Pits; £200 new three per cent. annuities. Claimants, said Ann Bayley, widow, and Ann Davies, wife of Lewis Davies, formerly Ann Bruton, spinster, the survivors.

RANKEN (Chas.), of Gray's-inn, Middlesex, gentleman; HYDE (Arthur), of Mohill, County Leitrim, Ireland, clerk; CROFTON (Parsons), of Merrion-street, Dublin, Esq., and CONNER (Wm. Henry), Lieut., R.N., £391 5s. 3d. New Three per Cent. Annuities. Claimants said Parsons Crofton, and Wm. Henry Conner, the survivors.

SOUTH WALES MINERAL RAILWAY COMPANY, per Act 16 & 17 Vict. c. 197. £312 10s., Three per Cent. Annuities. Claimant said South Wales Mineral Railway Company.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

CASTELL CARN DOCHAN GOLD MINING COMPANY (LIMITED). Creditors to send in by Jan. 24 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors, if any, to James Ford, 76, Cheapside, London, the official liquidator of the said company. Feb. 9, at the chambers of V.C. H., at ten o'clock, is the time appointed for hearing and adjudicating upon such claims.

SOUTH WALES DAILY NEWSPAPER COMPANY (LIMITED). Creditors to send in by Jan. 27 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors, if any, to James T. Snell, 85, Cheapside, London, the official liquidator of the said company. Feb. 10, at the chambers of the M.R., at half-past eleven o'clock, is the time appointed for hearing and adjudicating upon such claims.

STADIL FIORD RECLAMATION COMPANY (LIMITED).—Petition for winding-up to be heard Jan. 17, before the M.R.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

ALLEN (Nicholas B.), Torvole, Penderyn, Brecon, merchant. Feb. 2; Isaac D. Rees, solicitor, Aberdare, Glamorgan, Feb. 17, V.C. M., at twelve o'clock.

ATTFIELD (Chas.), Farnham, Surrey, maltster, corn and coal merchant, and hop planter. Jan. 24; Henry Potter, solicitor, Farnham. Feb. 7; M. R., at half-past eleven o'clock.

BAILEY (Martha H.), 11, Danesby-street, Liverpool. Jan. 12, W. W. Wynne, solicitor, 115, Chancery-lane, London. Jan. 22; V.C. H., at one o'clock.

BOLTON (John H.), Lincoln's-inn, Middlesex, and of Lee, Kent, solicitor. Jan. 20; Charles Robbins, solicitor, 1, New-square, Lincoln's-inn, Middlesex. Jan. 27; M. R., at eleven o'clock.

BOLTON (Thos. J.), Grove park, Kingsbury, and Gough-street, Clerkenwell, Middlesex contractor. Jan. 12; J. A. Edwards, solicitor, 8, Old Jewry, London. Jan. 21; V.C. M., at twelve o'clock.

BOOTH (Edwd.), late of Manchester and lately carrying on business at Gorton and Salford, Lancaster, in partnership with Robert Booth, as gum and starch manufacturers. Feb. 7; R. Page, solicitor, 2, Clarence-buildings, Booth street, Manchester. Feb. 21; V.C. B., at twelve o'clock.

CASS (Arthur H.), Calcutta, East Indies, hotel keeper. March 1; Geo. L. Parkinson, solicitor, 8, Jonn-street, Adelphi, Middlesex. March 16; M.R., at eleven o'clock.

CHELNE (John M. G.), Bancoorah, Bengal, India. March 19; Thos. Plews, solicitor, 14, Old Jewry-chambers, London. March 25; M.R., at eleven o'clock.

CONAWAY (Rachel), 39, Baltic-street, Old-street, St. Luke's, Middlesex, widow. Jan. 24; H. Nicholson, solicitor, 25, College-hill, London. Feb. 3; V.C. M., at twelve o'clock.

COOPER (Thos.) 12, Brookfield-road, South Hackney, Middlesex, builder. Jan. 23; E. R. Keele, solicitor, 5, Frederick's-place, Old Jewry, London. Feb. 6; M. R. at eleven o'clock.

COULSON (Wm.), Penzance, Cornwall, general merchant. Jan. 22; W. Borlase, solicitor, Penzance. Feb. 5; M. R., at eleven o'clock.

EGGAR (John), Mansfield Farm, Iver, Bucks. Jan. 12; Hedges and Brandreth, solicitors, 9, Red Lion-square, Middlesex. Jan. 19; V.C. H. at twelve o'clock.

FRENCH (Rt. Hon. Fitz-St-phen), M.P., formerly of Lough Errett, Roscommon, Ireland, late of 68, Warwick-square Pimlico, Middlesex. Jan. 31; R. Petch, solicitor, 8, John street, Bedford-row, Middlesex. Feb. 16; V.C. M. a twelve o'clock.

HAWKE (Edward H.), Tolgulla, near Scorrier, Cornwall. Feb. 10; E. H. Busk, solicitor, 1, New-square, Lincoln's-inn, Middlesex. Feb. 20; V.C. B., at twelve o'clock.

HOLDEN (Thos.), Nether Thurvaston, Longford, Derby, farmer. Feb. 1; Samuel Leech, solicitor, Derby. Feb. 20; M. R., at twelve o'clock.

HOWARD (Sir Ralph), Bart, Belgrave Mansions, Grosvenor-gardens, Middlesex. Jan. 23; C. Gatliff, solicitor, 8, Finsbury-circus, London. Feb. 6; M.R. at eleven o'clock.

JONES (Wm. H.), 155, Borough High-street, Southwark, and Annerley, Surrey, leatherseller. Jan. 31; D. Mallam, solicitor, 1, Staple-inn, Holborn, Middlesex. Feb. 16; V.C.M., at twelve o'clock.

LEWTHWAITE (Jos.), Parkinson House, otherwise Sanitary-place, near Halifax, York, mathematical teacher. Jan. 15; Norris, Foster, and England, solicitors, Halifax. Jan. 29; V.C.H., at twelve o'clock.

MCCABE (Esther J.), formerly of Southwick-crescent, Hyde-park, Middlesex, late of Ticehurst, Sussex, spinster. Jan. 12; S. Potter, solicitor, 36, King-street, Cheapside, London. Jan. 26; V.C. H., at twelve o'clock.

PARTINGTON (Eliza), formerly of Montreal House, Great Malvern, Worcester, late of 4, Westbourne-terrace, Richmond-road, Malvern Link, Worcester, spinster. Jan. 26; Thomas H. Smith, solicitor, 18, Frederick's-place, Old Jewry, London. Feb. 4; V.C. M., at twelve o'clock.

PATTERSON (Robert), Wimbledon, Surrey, brewer. Jan. 31; Mr. F. Robinson, solicitor, 36, Jermyn-street, St. James's, Middlesex. Feb. 7; V.C. H., at twelve o'clock.

POWER (Edward), Gloucester, printer and stationer. Jan. 12; K. H. Fryer, solicitor, Gloucester. Jan. 26; M. R., at half-past eleven o'clock.

PUGH (Evan), Pennell-village, Merioneth, agent and surveyor. Jan. 20; Williams and Gittens, solicitors, Newtown, Montgomery. Feb. 2; V.C M., at twelve o'clock.

SMITH (Jas. G.), 29, Fenchurch-street, London, gentleman. Jan. 31; J. R. Adams, solicitor, 15, Old Jewry-chambers, London. Feb. 7; V.C. H., at twelve o'clock.

WEARING (Edward B.), Crowhurst Land Farm, Lingfield, Surrey, yeoman. Feb. 1; Wm. Carpenter and Sons, solicitors, 4, Brabant Court, Philpot lane, London. Feb. 10; V.C. H., at twelve o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

ALKIN (Ann), North-street, Atherstone, Warwick, spinster. Feb. 10; Radford and Son, solicitors, Atherstone.

ATTWOOD (Thos.), Stockbridge, Southampton, gentleman. March 1; Stead and Co. solicitors, Romsey.

BENSON (Geo. S.), Secundra Bagh, near Lucknow, East Indies, Esq. Jan. 24; Merediths, Roberts, and Mills, solicitors, 3, New-square, Lincoln's-inn, London.

BOVILL (Right Hon. Sir Wm.), Lord Chief Justice of the Common Pleas, 25, Eccleston square, Middlesex. Jan. 12; Bolton and Co. solicitors, 1, New-square, Lincoln's-inn Middlesex.

BUTLER (Robert), Woodside, Hertford, Esq. Jan. 31; Wm. Sills, solicitor, 21, Old Broad-street, London.

CATT (Elijah), Woodbridge, Suffolk, dairyman. Jan. 20; W. W. Welton, solicitor, Woodbridge.

COOPER (Wm.), St. James Villa, Rye-hill, Peckham-rye, Surrey, gentleman. Jan. 31; A. S. Edmunds, solicitor, 11, St. Bride's-avenue, Fleet-street, London.

COSIER (Wm.), Wilmington Hall, Kent, Esq. Feb. 1; Desborough and Son, solicitors, 3a, Finsbury-circus South, London.

COWDEROY (John), 4, Triangle-terrace, Camberwell, Surrey, grocer. Feb. 10; Withall and Compton, solicitors, 19, Great George-street, Westminster.

CUSHING (Francis), 2, Gresham-villas, South Church-road, New Town, near Southend, Essex, architect and surveyor. Feb. 9; William Sturt, solicitor, 14, Ironmonger-lane, London.

DAY (Mary A.), Torrington House, Pinner, Middlesex, widow. Jan. 19; Geo. Walker, solicitor, 52, Fitzroy-street, Fitzroy-square, Middlesex.

DE-LA-WARR (Major-General The Right Hon. Chas. R., Earl), K.C.B., Buckhurst Park, Sussex, of Bourne Hall Cambridge, and 18, Pall Mall and The Thatched House Club, St. James's-street, Middlesex Jan. 18; Cope, Rose, and Pearson, solicitors, 24, Great George-street, Westminster. Middlesex.

DILLON (Francis P.), formerly of Spanish-place, Manchester-square, subsequently of 4, Bryanston-street, Portman-square, and late of 21, Buckingham-street, Strand, Middlesex, spinster. Feb. 19; Wm. C. Gill, solicitor, 3, Miles's-buildings, Bath.

DYMOKE (John), Scrivelsby Court, the Honourable the Queen's Champion. Feb. 12; Gregory and Co., solicitors, 1, Bedford-row, London.

ELLICE (Russell), Lombard-street, London, and Brickendonbury, Herts, banker. Jan. 31; R. Dixon, solicitor, 5, Finsbury-square, London.

FAULKNER (George N.), formerly of Whiteparish, near Salisbury, late of Wargrave, near Henley-on-Thames, Oxford, Esq. Feb. 12; Gregory, Rowcliffes, and Rawle, solicitors, 1, Bedford-row, London.

FLETCHER (Alexander), late Major in the 13th Lancers, and of 2, Howick-place, Westminster. Feb. 1; Major Jary, Battlesden-park, Beds, or to G. W. Quallett, 10, New Bond-street, London.

FULLJAMES (Robert), Maidstone, grocer. March 25; Monckton and Co, solicitors, 72, King-street, Maidstone.

GALLOWAY (Right Hon. Randolph S. Earl of, Baron Stewart of Garlies). Jan. 31; M. and H. Turner, solicitors, 42, Jermyn-street, St. James's, London.

GLADWELL (William), late of 2, Abercorn-villas, Forest-lane, Stratford, Essex, formerly of the Admiralty, Whitehall. Jan. 23; C. J. Lowes, solicitor, 14, Walbrook, London.

GOAILEY (John), St. John's Villa, Brixton-road, Surrey, gentleman. Feb. 1; Withall and Compton, solicitors, 19, Great George-street, Westminster.

GOODWIN (Harford J.), formerly of 12, York-place, Portman-square, Middlesex, late of 2, Marlborough-place, Harrow-road, Middlesex, Esq. March 1; Bircham and Co. solicitors, 46, Parliament-street, Westminster.

GOOSE (Hannah H.), 4, Eastern-villas, Fortis-green, Hornsey, Middlesex, spinster. Jan. 16; Sutcliffe and Summers, solicitors, 5, New Bridge-street, London, E.C.

HALL (Rebecca), Goverton, Bleasby, Nottingham, widow. Jan. 21; Parsons and Son, solicitors, Wheeler-gate, Notts.

HICKMAN (Thos.), 193, St. John-street-road, Middlesex, brushmaker, Feb. 11; Taylor and Co. solicitors, 15, Furnival's-inn, London.

HILL (Wm.), late of 22, Clanricarde-gardens, Kensington, Middlesex, formerly carrying on the business of contractor and builder, at 203, Whitechapel-road, Middlesex, and carrying on the business of a brickmaker, at Ilford, Leyton, Wanstead, and Stratford, all in the county of Essex. Feb. 1; Duffield and Bruty, solicitors, 6, Token-house-yard, London.

HORTON (John) otherwise William Morgan, late a gunner in the 7th Battery 23rd Brigade of H. M's. R. A. May 1; F. W. Seaman, solicitor, Wednesbury.

KEY (Annabella H.) 12, Albion-street, Hyde-park, Middlesex, widow. Feb. 1; Murray and Hutchins, solicitors, 11, Birchin-lane, London.

KEY (John B.), Oriental Bank Corporation, Threadneedle-street, London, and 26, Duke-street, Manchester-square, Middlesex, Esq. Feb. 1; Murray and Hutchins, solicitors, 11, Birchin-lane, London.

LEVERS (Francis), Glebe-street, Nottingham, licensed victualler. Feb. 1; Thomas W. Elliott, solicitor, 6, Middle-pavement, Nottingham.

LUCAS (Ralph), Seaton Carew, Durham, and Bampton Grange, Westmoreland. Jan. 31; John B. Stover, solicitor, West Hartlepool.

MARTIN (Wm.), 7, Thayer-street, Manchester-square, Middlesex, Esq. Jan. 24; G. E. Thomas, solicitor, 8, Regent-street, Middlesex.

MEGHAM (Margaret E.), Pontruffydd Hall, Flint, spinster. March 1; Sladen and Mackenzie, solicitors, 8, Delahay-street, Westminster, Middlesex.

MILLNER (Rev. Wm.), formerly of 8, Tottenham-place, Clifton, near Bristol, vicar of St. Augustine-the-Less, Bristol, and minor canon of Bristol Cathedral, afterwards of 50, Regent's-park-road, Regent's-park, Middlesex, but late of 64, Mornington-road, Regent's-park, rector of St. Anthelin, with St. John the Baptist, London. Jan. 20; Yarde and Loader, solicitors, 1, Raymond-buildings, Gray's-inn, Middlesex.

MUGGERIDGE (Thos.), Green-street Green, near Dartford, Kent, farmer. Jan. 15; Russell and Co., solicitors, Dartford, and 14, Old Jewry-chambers, London.

PAGET (Chas.) Ruddington Grange, Ruddington, Nottingham, Esq. Feb. 9; Enfield and Dowson, solicitors, Nottingham.

PARKER (Henry P.) 1, Blenheim-villas, Gold Hawk-road, Shepherd's Bush, Middlesex, gentleman, late an artist, Jan. 18; Watson and Son, solicitors, 16, Bridge-road, Hammersmith, Middlesex.

PERKINS (William), Mill Hill Cottage, East Grinstead, Sussex, architect. Jan. 19; J. J. Darley, solicitor, 36, John-street, Bedford-row, London.

RIPLEY (Edward P. W.), late a major in the Bengal Staff Corps. Jan. 30; E. Carleton Holmes and Son, solicitors, 12, Bedford-row, London.

RISDON (John), Great Parndon, Essex, Esq. Feb. 20; Geo. Dixon, solicitor, 35, John-street, Bedford row, Middlesex.

SAMUELSON (Alexander), 27, Cornhill, and Kingston Lodge, Addison-road, Kensington, London, civil engineer. Feb. 16; G. S. and H. Brandon, solicitors, 15, Essex-street, Strand, Middlesex.

SANDERS (Chas.), formerly of Braintree, late of Colchester, Essex, corn factor. Feb. 20; Veley and Cunnington, solicitors, Braintree, Essex.

SCORCHER (Charles), 88, Brecknock-road, Middlesex, and 36, Bull-street, Birmingham. Feb. 16; H. Ivimey, solicitor, 8, Staple-inn, London.

TAGART (Thos. B.), late of 27, Dryden-terrace, Turner-road, Lee, Kent, gentleman, formerly the registrar of Butler's Wharf Company (Limited), at Rotherhithe, Surrey. Jan. 20; Catterns and Co., solicitors, 33, Mark-lane, London.

TAYLEUR (Wm.), Buntingsdale, Drayton-in-Hales, Salop, and of 33, Brook-street, Grosvenor-square, Middlesex, Esq. Feb. 14; Tucker and Lake, solicitors, 4, Serle-street, Lincoln's-inn-fields, London.

TAYLOR (Jas.), Milton, near Sittingbourne, Kent, gentleman. Feb. 14; Fairfoot and Webb, solicitors, 13, Clement's-inn, London.

TEE (Thos.) formerly of Manchester, and of Barnsley, York, late of 6, Cecil-terrace, Wood-green, Middlesex, linen merchant. Jan. 16; Marriott and Woodhall, solicitors, 12, Norfolk-street, Manchester.

TOWLSON (Jos.), 1, Fern-villas, Queen's-road, Tunbridge Wells, retired ironmonger. Feb. 24; R. T. Andrew, solicitor, 1, Calverley Mount, Tunbridge Wells.

TUCKER (Henry), Blackford, Wedmore, Somerset, gentleman. Feb. 6; E. W. Edwards, solicitor, Wedmore.

TUPPER (Martin de Havilland), 18, Church-street, Stoke Newington, Middlesex, gentleman. Jan. 23; W. Blewitt, solicitor, 27, New Broad-street, London.

WALKER (Rev. Canon), Scarborough, York. Jan. 21; Woodall and Woodall, solicitors, 26, Queen-street, Scarborough.

WATES (Edward), 15, Harmer-street, Milton-next-Gravesend, Kent, solicitor. Jan. 31; Hooke and Street, solicitors, 27, Lincoln's-inn-fields, Middlesex.

WATSON (Wm.), Calow, Chesterfield, Derby. March 2; R. T. Gratton, solicitor, 5, Knifesmith-gate, Chesterfield.

WEBB (Harriet), 12, Priory-terrace, Cheltenham, Gloucester, widow. Jan. 23; J. L. Smith, solicitor, Ledbury, Herefordshire.

WEBSTER (Anne E.), Glebe-street, Nottingham, widow. Feb 1; Thos. W. Elliott, solicitor, 6, Middle Pavement, Nottingham.

WILLIAMS (Henry B.), 2, Berkeley-villas, Cheltenham, Esq. April 1; F. and E. Griffiths, solicitors, 2, Crescent-place, Cheltenham.

WILSON (John), formerly of the George Inn, Rochdale-road, Manchester, late of Southport, gentleman. Feb 9; Ed. Heath and Sons, solicitors, 41, Swan-street, Manchester.

WISEMAN (Jas.), Heathfield-terrace, Halifax, York, gentleman. Jan. 15; Wavell and Co., solicitors, 26, George-street, Halifax.

ZILLWOOD (Richard N.), Romsey, Southampton, miller. March 1; Stead, Tyler, and Potter, solicitors, Romsey.

REPORTS OF SALES.

Wednesday, Dec. 31.

By Messrs. H. and F. JARRATT, at Leicester.

Leicestershire.—Cold Newton.—Inclosures of land, containing 50a. 1r. 2p., freehold—sold for £2415.

Thursday, Jan. 1.

By Mr. A. M. YETTS, at Guildhall Tavern.

Reversion to £781 5s., Royal Exchange Assurance Stock, life aged 66 years—sold for £1240.

Reversion to one-third part of £1333 6s. 8d. Consols, life aged 80 years—sold for £270.

MAGISTRATES' LAW.

MAGISTRATES' CLERK'S FEES.

THE following is a report of a committee appointed by the Town Council of the Borough of Sheffield to prepare a new Table of Fees.

Your committee report that in pursuance of a resolution passed by the council on the 29th Oct., 1873, appointing them to prepare a New Table of Fees, to be taken by the clerk to the justices for this borough, for adoption by the council and confirmation by the Secretary of State, they have considered the table of fees submitted by the Home Office, and after carefully examining the same, and comparing it with the table of fees at present in force, beg to recommend the council to adopt the same, and to take the necessary steps for obtaining the approval of the Secretary of State for the Home Department thereto. A copy of the table of fees is annexed to this report.

Your committee think it their duty further to state that on the 9th day of January, 1850, a committee was appointed by the council to report upon the subject of the fees payable to the clerk to the justices, and on the 26th March, 1850, the council adopted the table of fees now in force, which were then considered to be on a more reduced scale, as a whole, than had been sanctioned in any other borough.

Afterwards the council considered it desirable that the clerk to the justices should be paid by salary in lieu of fees, and on the 14th January, 1852, they passed the following resolution :—

"Resolved: That in the opinion of this council it would be desirable, and they hereby, in pursuance of the 14 & 15 Vict. c. 55, recommend to Her Majesty's Secretary of State, that the clerk to the justices of the peace for this borough be paid by salary in lieu of fees and other payments, and that a salary of £800 per year should be paid to Mr. Albert Smith, the present clerk (he thereout defraying the expenses of clerks, printing, stationery, and all other expenses incidental to the office.)"

Mr. Albert Smith was requested to make a return of receipts and expenditure for the years 1850 and 1851, and the following results were obtained from the return furnished by Mr. Smith in compliance with such request :—

1850.	£	s.	d.
Gross Income received...	1875	7	5
Expenses of Clerks, Printing, and Stationery	395	9	9
Net Income	1479	17	8

1851.	£	s.	d.
Gross Income	1566	2	8
Expenses of Clerks, Printing, and Stationery	400	5	6
Net Income	1165	17	2

Upon the resolution of the council being sub-

mitted to the magistrates, they declined to approve of the recommendation.

The question although at that time apparently settled was not really so, for complaints were from time to time made in the council and other public places of the excessive amount the clerk was receiving for the work done.

Sheffield was not the only place where this system was found to exist. The question had for some years been agitated in other large towns in England.

A Parliamentary Commission was appointed in 1858, and evidence taken upon the subject, the whole tenor of which was that it was desirable to pay magistrates' clerks by salary rather than by fees. Since that time most of the large towns have adopted the principle of payment by salary instead of fees: Manchester, Liverpool, Birmingham, Leeds, Bristol, and Newcastle being amongst the earliest to carry out that improvement, and Sheffield is about the only large town that has not done so.

On the 12th February, 1873, the council passed a resolution recommending that the clerk to the borough justices should be paid by salary, in lieu of fees. The following is a copy of the resolution:—

"Resolved—That in the opinion of this council, the clerk to the justices of the borough of Sheffield should be paid by salary, in lieu of fees and other payments, and that a salary of £2000 per annum be paid to Mr. Albert Smith, the present clerk, he thereout defraying the expenses of clerks, printing, stationery, and all other expenses incidental to the office. That a copy of this resolution be laid by the mayor before the justices of the borough of Sheffield, for their consideration and approval, and that subject thereto another copy of the said resolution be forwarded by the mayor to Her Majesty's principal Secretary of State for the Home Department, for his approval."

The above resolution was laid before the borough justices on the 13th March 1873, and the following resolution was passed by them approving of the recommendation:—

"Resolved: That this meeting, after mature consideration, approves of the recommendations contained in the resolution of the town council now read, and that the mayor be requested to certify the same to the Secretary of State, and inform the council of the approval by this meeting."

The resolutions also received the approval of Mr. Albert Smith.

The mayor forwarded the resolutions of the council and the justices to the Home Secretary, who requested that a statement showing the average amount of fees received by the clerk during the last five years should be furnished to him, and Mr. Smith made the following return:

Receipts of Fees, showing the average for five years, by Albert Smith, magistrates' clerk in petty and special sessions for Borough of Sheffield, and Disbursements.

		£	s.	d.
1867	Total fees received	3159	17	2
1868	Ditto	2939	16	4
1869	Ditto	3668	15	8
1870	Ditto	3527	5	4
1871	Ditto	3030	18	4
		£16,326	12	10
	Gross average per year	3265	6	6
	Deduct West Riding fees, estimated at one-sixth	544	4	5
	Yearly average amount of borough fees received	£2721	2	1
1867	Gross disbursements	932	0	0
1868	Ditto	908	0	0
1869	Ditto	1115	0	0
1870	Ditto	1015	0	0
1871	Ditto	983	2	5
		£4953	2	5
	Gross average per year	990	12	6
	Deduct one-sixth as West Riding expenses...	165	2	1
	Yearly average amount of borough disbursements	£825	10	5

Your committee find that the average net income of Mr. Smith for that period has been at least £2000 per annum.

On the 6th May 1873, the Home Secretary transmitted to the council a new table of fees, which had been prepared by the Examiners of Criminal Law Accounts, and recommended the same for adoption by the council, in the place of the table of fees in force, a copy of which had been forwarded to him at his request.

Unfortunately, Mr. Smith was taken ill, and Mr. Thorpe, his chief clerk, having died, Mr. Smith resigned the office of magistrates' clerk, and the council were compelled to begin again *de novo*.

On the 13th Oct. last the council appointed a deputation to confer with the Home Secretary in reference to the correspondence which had taken place relative to the new table of fees, and that deputation had an interview with Mr. Winterbotham, the Under Secretary of State, and conferred with him on the subject of the resolution passed by the council on the 12th Feb. last, and also to the new table of fees to be made by the council and as to the salary to be paid to the clerk to be appointed in the place of Mr. Albert Smith, who had resigned the office; when Mr. Winterbotham informed them that he should be glad to receive and suggestion from the council as to the proposed new table of fees, and would be prepared to consider and sanction any reasonable recommendation which the council might make as to the amount of salary to be paid to the clerk. Mr. Winterbotham considered that £1800 per annum would be ample remuneration for the duties the clerk had to perform, including payment of clerks and office expenses, and he had no hesitation in saying that the Home Office would sanction such remuneration.

On the 29th Oct. 1873, the council passed the following resolution:—

"Resolved: That in pursuance of the 14 and 15 Vict. cap. 55, this council recommends to Her Majesty's Secretary of State for the Home Department, that the clerk to the justices of the peace for this borough be paid by salary in lieu of fees and other payments, and that a salary of £1800 per annum be paid to the clerk to be appointed in the place of Mr. Albert Smith, who has resigned such office, provided that the clerk devotes his whole time to the duties of his office, and defrays the expenses of clerks, printing, stationery, and all other expenses incidental to his office."

The resolution was forwarded to the Home Secretary, who stated that finding, from communications which had been made to him from the Sheffield borough justices, that they and the town council were not agreed upon the recommendation of the town council, and considering all the circumstances of the case, he was of opinion that he would not be giving effect to the provisions of the 9th section of the Act 14 and 15 Vict. cap. 55, if he made an order upon such recommendation, until he had been satisfied that the justices approved of it.

The mayor laid before a meeting of the borough justices, convened for that purpose, and held on the 21st Nov. last, a copy of the resolution passed by the council on the 29th Oct. 1873.

The justices present were: Joseph Hallam, Esq., mayor; John Fairburn, Esq., ex-mayor; J. E. Davis, Esq, Sir John Brown, Henry E. Hoole, Esq., William Fisher, Esq., Edward Vickers, Esq., Mark Firth, Esq., and W. K. Peace, Esq.

The resolution having been read, it was proposed by Sir John Brown, and seconded by Mr. H. E. Hoole, and resolved—

"That the justices of the said borough at this meeting disapprove of the recommendation contained in the said resolution of the said town council."

Proposed by Sir John Brown, seconded by Mr. William Fisher, and resolved—

"That the justices present at this meeting wish to place upon record the following summary of the grounds of their disapproval of the resolution of the town council. First: That none of the evils which under some circumstances attend upon and outweigh the advantages of payment of magistrates clerks by fees have hitherto existed in Sheffield, and the only reason avowed by the town council for effecting a change is the desire to appropriate a portion of the fees for the purpose of increasing the borough fund. To sanction any such attempt appears to the justices to involve a direct infringement of the doctrine emphatically laid down by the present and late Secretaries of State that such an application of fees involves a public scandal; and that if the fees are more than sufficient for the purpose of remunerating the clerk, they should be reduced. Further, the justices, for whose assistance the clerk is appointed, have no means of increasing a salary once fixed, in case they should find that the duties or expenses of his office are increased (and with an increasing population they must increase); so also a fixed salary must operate as a bar to the advancement of subordinate clerks—a point of very considerable importance in the efficience of all administrative duties; moreover, the payment of a fixed salary instead of fees leaves unprovided for a considerable amount of labour and expenditure connected with the police office, heretofore defrayed by the clerk, although not incidental to the discharge of his strict duties. Secondly, that the amount of salary recommended by the council is inadequate, considering the numerous staff of skilled and experienced clerks required to attend on two courts, and in the clerk's office concurrently, and the large expenditure for payment of printers, stationery, books, and other matters. Thirdly, that apart from the above reasons influencing the justices in withholding their approval, the resolution of the town council is in its terms objectionable if not bad on its face. The town council have no power to make any recommendation conditional on the clerk devoting the whole of his time to the performance of the duties of his office, that being a matter entirely for the justices to determine. Neither can the town council make any stipulation as to what expenses shall be defrayed by the clerk. All that a town council can do is simply to recommend that a certain sum shall be paid instead of fees. If that recommendation is adopted by the justices and by the Secretary of State, the Act of Parliament defines for what duties the salary is to be received. It cannot be for anything more or for anything less."

Your committee deeply regret that the magistrates should have thought it necessary to retire from the principle they had laid down, as to the desirability of paying their clerk by salary rather than by fees, as it must be admitted by all that the remuneration which the new clerk will receive will be out of all proportion to the work he has to do. In order that the council and the public may be properly informed upon this head, Mr. Jackson, the chief constable, at the request of your committee, has carefully prepared an estimate of the fees that would be received by a clerk, assuming that the clerk took all the fees to which he is entitled—that estimate is based upon the quantity of business actually done in 1871; and from it your committee find that the total amount of fees that would be received under the table of fees now in force will be £3616 10s. 6d., and under the new table £3123 16s., showing a difference of £492 14s. 6d.

The fees increase year by year, and it may be estimated that in twenty years time the income from fees will amount to £5000 per annum, at the least.

Your committee have ascertained that at Birmingham the two clerks to the magistrates are paid by salary, and are allowed £2100 per annum, which sum includes the cost of clerks, stationery, &c. At Leeds, the clerk is also paid by salary and receives £1500 per annum, which sum includes the cost of clerks; the corporation provides stationery, &c.

The fees in those boroughs are paid into the borough fund, and the surplus of the amount of fees over the salary of the justices' clerk relieves the rates to that extent; and it is, in the judgment of your committee, far more to the interest of the public, and much less of a scandal, that funds should fructify in the pockets of the ratepayers, than be handed over to public servants in amounts greatly out of proportion to the value of their services.

But this excessive remuneration is not the only evil attendant upon payment by fees, for such system has a very serious effect on the administration of justice; it frequently happens that the merits of a case would be met by a nominal fine, but then the consideration of the clerk's perquisites in the shape of fees obtrudes itself. The magistrate is often influenced by that consideration, and the general good is perverted by the question of fees or costs in which the interest of the clerk predominates. "Discharged on payment of costs" is naturally a conclusion which would relieve the defendant from any liability but for the clerk's vested right; but its real reading is "discharged so far as the interest of order, justice, and morality are concerned, but you must settle with the clerk, whose interests and those of public policy are conflicting and incompatible."

Your committee can only express again their great regret that such a favourable opportunity of effecting so desirable a change should be lost. It is continuing a practice that has been universally condemned and abandoned whenever an opportunity presented itself: however, the council and the public will see from this report that the entire responsibility of perpetuating this most pernicious state of things rests solely upon the borough justices and not upon the council.

JOHN FAIRBURN, Chairman.

Council Chamber, Sheffield, 4th Dec. 1873.

A TABLE OF FEES TO BE TAKEN BY THE CLERK TO THE JUSTICES OF THE SAID BOROUGH.

	£	s.	d.
Appointment.			
Of Parochial or other Officers (except Constables), to contain the names of all the persons appointed at the same time to the same office	0	3	0
Of Special Constables under 5 & 6 Will. 4, c. 76, for each person, to include Notice, Oath, and Certificate ... ... (No more than £2 2s. to be charged for one day, irrespective of the number appointed.)	0	1	0
Certificate.—(See "Order.")			
Certiorari.			
Return to and filing...	0	10	0
Commitment.—(See "Warrant.")			
Complaint.—(See "Information.")			
Conviction.			
Every Conviction (to include all persons convicted on the same charge)	0	2	6
Copy.			
Of Alehouse Licence, under 5 & 6 Vict. c. 44...	0	2	6
Of Depositions for Prisoners, per folio of 90 words...	0	0	1½
Of Depositions for Prosecutor, per folio of 90 words	0	0	4
Of any other Document, per folio of 72 words	0	0	4

	£	s.	d.
Criminal Justice Act.			
For the performance of the several duties under this Act, in each case (when two or more persons are included in the same charge a single fee only to be taken)	0	10	0
Duplicate.			
One-half of the original fee			
Entry.			
Of every Appeal	0	1	0
Examination.—See "Information."			
Fines.			
Receiving, accounting for, and paying over (to be deducted from amount paid over) at the rate of, for every 20s....	0	1	0
Indictable Offences.			
For the performance of all the several duties in each case committed for trial to the assizes or sessions without regard to the number of prisoners included in the same charge	0	10	0
Information.			
Each information, complaint, examination, or deposition (including oath) or statement of party accused...	0	1	0
Juvenile Offenders Acts.			
For the performance of the several duties under these Acts in each case (when two or more persons are included in the same charge, a single fee only to be taken)	0	8	0
Liberate.			
Of any prisoner from custody	0	1	0
License.			
To keep an Ale and Victualling House (besides one shilling to the constable), 9 Geo. 4, c. 61	0	5	0
Transfer of such Licence (besides one shilling to the constable)	0	5	0
For Indorsement of a Licence (5 & 6 Vict. c. 44)	0	2	6
For Interim Certificate to keep house open to next transfer day	0	2	6
Every Billiard Licence and Precept (besides one shilling to the constable) 8 & 9 Vict. c. 109	0	5	0
Every Licence to a Theatre (6 & 7 Vict. c. 68) for each calendar month	0	5	0
Every Licence to deal in Game and Notices...	0	4	0
Every Licence consent or authority not otherwise provided for, including registration when the same is necessary	0	2	6
List.			
Every List	0	1	0
Notice.			
Every notice not otherwise provided for ...	0	1	0
Oath.			
Every Oath, Affirmation, or Solemn Declaration (not otherwise charged)	0	1	0
Order.			
On County Treasurer (not otherwise specified)	0	0	6
Order, Certificate, or Record of proceedings in case of deserted premises, or relating to a Highway, Bridge, or Nuisance, or upon an Appeal against Parochial Rates, or for protecting separate property of a Married Woman	0	2	0
As to the settlement, removal, or maintenance of a Pauper or Lunatic, the Affiliation of a bastard, the putting out of an apprentice, or in the case of fraudulent removal of goods	0	3	0
Every other Order, Allowance, Adjudication, or Certificate not otherwise charged	0	1	0
Poor Rates, Local Rates, and Taxes.			
For the Complaint, Summons, Duplicate or Copy, and the hearing in respect of each defaulter for the sum of 20s. and under ...	0	0	6
Any sum over 20s.	0	1	0
Allowance of rate	0	1	0
Precept.			
Every precept	0	1	0
Recognizance.			
Recognizance to include prosecutor and witness, or witnesses bound at the same time in the same matter	0	2	0
For each person after the first	0	0	6
Notice to each person bound	0	0	6
Summary Convictions.			
Upon every hearing of an information for drunkenness, vagrancy, offences against the turnpike, highway, malicious trespass, Weights and Measures and Wine Licensing Acts, including information, examinations, summons or warrant, hearing, conviction, distress warrant and commitment, to include every expense	0	4	0
Special Session.			
For attending every special session, such an amount to be paid out of the Borough Fund as with the fees (if any be taken) shall in the whole make up per day	1	1	0
Summons.			
Every summons (to include four names) ...	0	1	0
Every additional number of names not exceeding four	0	0	6
Taxation of Costs.			
In appeals against rates and amending rates...	0	5	0
Warrant.			
To commit after conviction, in which conviction is set forth	0	3	0
To provide carriages under the Mutiny Act...	0	1	0
Every warrant to arrest, detain, or commit, to include the name of every person included in the same charge not otherwise provided for	0	1	0
Every other warrant	0	1	0
Return to warrant or backing warrant, including oath, in each case...	0	1	0

Provided always that nothing herein contained shall be construed to authorise the demand of any fee contrary to the provisions of any Act of Parliament now or hereafter to be passed.

No fees to be taken in indictable offences, in adjudications under the Criminal Justice or Juvenile Offenders Acts, or in summary convictions in addition to the fixed fees above-mentioned, nor for reswearing any person to any examination, nor for any oath, affirmation, or declaration, to obtain pay, pension, or allowance from Government, a friendly society, or charitable fund.

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Gloucester.....	Tuesday, Jan. 13	C. S. Whitmore, Esq., Q.C	7 days	F. W. Jones.
Hastings	Friday, Jan. 16	R. H. Hurst, Esq., M.P.	14 days	G. Meadows.
King's Lynn.....	Thursday, Jan. 15.....	D. Brown, Esq., Q.C.....		T. G. Archer.
New Windsor	Monday, Jan. 12	A. M. Skinner, Esq., Q.C.	10 days	H. Darvill.
Rye	Thursday, Jan. 15.....	R. H. Hurst, Esq., M.P....	Statutory.....	G. S. Butler.
Southampton	Monday, Jan. 12	T. Gunner, Esq.....	14 days	E. Coxwell.
Wigan	Wednesday, Jan. 28.....	J. Catterall, Esq.....		T. Heald.

REAL PROPERTY AND CONVEYANCING.

THE LANDS CLAUSES ACT.

AT a meeting of the Institution of Surveyors, held last Monday evening at its rooms, Great George-street, Westminster, Mr. F. A. Philbrick, read an important paper on "The Lands' Clauses Consolidation Act, with some suggestions for their amendment."

In the course of his remarks he said that the Lands' Clauses Consolidation Act 1845, with the amended Acts of 1860 and 1869, presented a tolerably complete code of law on the subject. It was formerly held that no subject could be compelled to part with his property; but as the wealth of the country increased, and the population also, the wants of the community became greater, and hence it was necessary for Parliament to grant compulsory powers for the taking of land for building, railway, and other purposes. The earliest Act of this character was the New River Act of 1605, which was framed for the purpose of bringing a free stream of running water to the northern part of London. The necessities arising for the making of streets, roadways, docks, and other works of an important public nature, specifics for these objects were sought for and obtained through Parliament; and these applications had been of late years very numerous, especially towards the latter part of the last century. The Lands Clauses Act was pretty general in its provisions. The power of purchase by agreement was expressly limited to those lands which were authorised to be taken. The taking of land involved the purchase, though the purchase of the land might involve damage or injury to the former owner of the land who required compensation. The Act had to deal with various intricate and involved points; they had to consider positive law, or law laid down by enactment. Obviously, therefore, they should know exactly what they intended to effect, so as to be clearly understood, and to devise proper machinery to the results desired to be attained. It was very necessary that the principles of compensation should be clearly laid down. The purchase of the real estate involved, amongst other things, (1) parties able and competent to contract, and (2) the price to be paid. With regard to the fixing of the price, there were lands of such value that it was impossible to fix a price so as to tempt the owner; but the law was a fixed principle in all cases, though it should be borne in mind that hard cases made bad law. With regard to the Statute of 1845, he objected to the careless manner in which the Legislature had framed the Act, giving rise as it did to so many contentions. Speaking of the question of arbitrations, he thought that it was a useless formality for an arbitrator to make a declaration before proceeding to award. The question, too, of the taxation of costs involved many difficulties which, he trusted, would be taken into account, causing as it did great inconvenience. But when the different clauses were framed, they were not so well understood as they were at present. He would suggest the amendment of the 47th section of the Act, which referred to the jury proceedings. He would also advocate the creation of a court which should be presided over by judges and subject to a high court of appeal, which court should be charged with the duty of deciding all things arising out of the Lands Clauses Consolidation Act; the funds would, he thought, be easily obtainable by all claimants paying a certain percentage towards it, which money, he was of opinion, would be well spent and would effect a great saving. In conclusion, he said that the Act had now been in operation for many years, and under it property to the value of millions had changed hands under compensation for damages, and he trusted that while venturing to suggest some amendments of the Act, the main principles of it would receive the consideration which their practical utility and good work demanded.

Mr. Clark briefly proposed a vote of thanks to the reader of the paper.

Mr. Ryde, in seconding the proposition, said that with regard to the amendment of the Lands Clauses Act two important suggestions had been thrown out by Mr. Philbrick. In the first place he advocated that the law should be amended, so as to give the opportunity of first contesting the right of the land to compensation before proceeding to the amount of compensation. To any such view he (the speaker) would have the greatest objection; and whether in the interest of companies or not, nothing should be done to increase the hardship upon the claimant. If the law were amended, it would give to the company, not prepared to pay the money, opportunity for delay, which some companies would be certain to avail themselves of. This was one question, of which the judgment of the institution would be serviceable. The other important alteration was that there should be a court of appeal. It was very desirable that mistakes of all kinds should be corrected, but were there after all many mistakes made? They must not cavil at the judgment; and taking a broad view, when the companies took a proper course, were there any mistakes made, and did many companies pay on the whole very much more than they ought to pay? The great objection would be that more litigation than was necessary would consequently take place; and a company, not liking a decision, would appeal against it, and the matter would go on till all the money would be spent in litigation. One of the clauses of the amended Act of 1869, which dealt with the question of costs, did nobody any good, he thought, and injured companies more than anybody else. Arbitrators considered, according to this clause, that their clients would have to pay the costs of the action if they did not recover from the company, and so the objectionable clause was bad in principle, and was a miserable failure, and it urgently required amendment.

Mr. Philbrick explained that it was never his intention to suggest that any alteration of the system should be effected when once the amount of compensation was fixed, but as to errors of principle he intended his remarks to apply.

On the motion of Mr. Ryde, the further discussion of the paper was adjourned till the 19th inst., and the proceedings then terminated.

COMPANY LAW.

EUROPEAN ASSURANCE ARBITRATION.

Tuesday, Jan. 6.

(Before LORD ROMILLY.)

THE ANGLO-AUSTRALIAN COMPANY'S CASE.

Rights of Companies inter se—Liability to indemnify—Limitation—Deed of Settlement.

THE question in this case was whether the liability of the British Provident Life and Fire Assurance Society to indemnify the Anglo-Australian and Universal Family Life Assurance Company was limited or unlimited. These two companies were registered and incorporated under 7 & 8 Vict. c. 110. In 1858 the Anglo-Australian Company transferred its business to the British Provident Society. This transfer was carried out by means of an amalgamation deed, dated the 1st June 1858, and another deed of the 28th Oct. 1858, whereby the whole of the property of the Anglo-Australian Company was assigned to the British Provident Society. The former deed contained a covenant by the British Provident Society that the shareholders of the Anglo-Australian Company should, out of the funds and property of the British Provident Society, be absolutely held harmless, and indemnified against all liabilities in respect of the Anglo-Australian Company by reason of their execution, as shareholders, of that company's deed of settlement. Some time after a shareholder of the Anglo-Australian Company presented a petition to the Court of Chancery for winding-up the company, but Kindersley, V.C. dismissed the petition with costs on the 20th Jan. 1860, one of the grounds for his decision being that the British Provident Society would, under the deed of the 1st June 1858, have to pay all the debts of the Anglo-Australian Company in exoneration of the shareholders of that company. In June 1860, the Anglo-Australian Company filed a bill against the British Provident Society, praying that that society might be compelled to perform specifically their contract of indemnity contained in the deed of the 1st

June 1858, and to pay the debts of the Anglo-Australian Company. In June 1861, the British Provident Society filed a cross bill against the Anglo-Australian Company, praying that it might be declared that the deed was obtained by fraud and misrepresentation, and that it should be delivered up to be cancelled. On the 13th Jan. 1862, Stuart, V.C. made a decree that the British Provident Society was bound, according to the terms of the deed of the 1st June 1858, out of the funds and property of the British Provident Society, absolutely to hold harmless and to indemnify the Anglo-Australian Company against all liabilities. The decision was subsequently confirmed on appeal by Lord Chancellor Westbury. On the 22nd April 1864, on the petition of persons claiming to be creditors of the British Provident Society, Kindersley, V.C. declared that the Anglo-Australian Company was entitled to stand as a creditor of the British Provident Society in respect of the debts undertaken by the deed of the 1st June 1858. In pursuance of this order, the whole of the liabilities of the Anglo-Australian Company were paid by the British Provident Society, except those on certain policies contained in the schedule of the deed of amalgamation. Mr. Harman and Mr. Pratt held two of these policies and were declared by Lord Westbury in June last to be entitled to prove on their policies against the Anglo-Australian Company. This company now applied that the British Provident Society might be ordered to pay Messrs. Harman and Pratt the claims they had on the Anglo-Australian Company. The case was heard on the 3rd Dec. In the argument,

Shebbeare appeared for the Anglo-Australian Company and contended that these claims must be paid in full by the British Provident Society, inasmuch as they had in express terms covenanted to indemnify the Anglo-Australian Company absolately.

Napier Higgins, Q.C., and *Montague Cookson* appeared for the official liquidator of the British Provident Society. They did not dispute the liability under the covenant, but contended that the terms of the British Provident Society's deed of settlement were such as to limit the liability of the shareholders to the subscribed capital of the company; and that, consequently, it was not competent for the directors to cast upon the shareholders an unlimited liability in respect of the indemnity of the deed of the 1st June 1858. Reference was made to the following cases, in which the liability was held to be limited: *Re Indemnity Claims* (Reilly's Alb. Rep., p. 17; 15 L. J. 141); *Re British Nation Indemnity Claims* (Reilly's Europ. Rep. 3; Law Times' European Reports, p. 4).

Lord ROMILLY delivered judgment. After stating the facts of the case, his Lordship said that Lord Cairns's decision in the former of these two cases turned upon the terms of the contract, and all his argument tended to show that in this case his decision would have compelled the British Provident Society to pay the liabilities on the policies of Messrs. Harman and Pratt. Moreover, there was an express decision to this effect by Stuart, V.C., and confirmed on appeal by Lord Chancellor Westbury. Lord Cairns's decision was grounded on the fact that there was not in the case before him any power to amalgamate, and that the directors acted *ultra vires* when they attempted to alter the fundamental principle of the original deed of settlement by giving to the directors a new authority to cast on the shareholders a liability exceeding that which would arise from the amount subscribed on the original shares. The cases before Sir John Stuart, Sir Richard Kindersley, Lord Cairns, and Lord Westbury all substantially pointed in the same direction, and tended to show that the liability of the British Provident Society under the deed of the 1st June, 1858, was an unconditional liability not limited to the subscribed capital of the company.

CHATTERIS'S CASE.

Contributory—Amalgamated companies—Release of shareholder of amalgamated company.

THIS case involves the curious question as to whether, in the British Commercial Insurance Company, which has been ordered to be wound-up, there shall be more than one contributory—viz., one of the amalgamated companies, the British Nation Life Assurance Association. The British Commercial Company was established under a deed of settlement, dated the 1st May 1821. This deed contained no provision enabling the company to transfer its business to, or to amalgamate with another company. It contained various provisions prescribing the method of transferring shares from one proprietor to another. Subsequently an Act of Parliament was passed enabling individual partners in the company to transfer their shares, and providing that on every transfer of shares a memorial thereof should be enrolled in Chancery within three months, and that until such memorial were enrolled the transferor should continue liable to all judgments and executions. In 1859 negotiations were commenced for transferring the business of the British Commercial Company to the British Nation Life Assurance Association. This association had power to take a transfer of, or to purchase, or to acquire the business of any other companies of a similar nature, upon such terms as might be thought fit. The negotiations for the transfer were commenced by a letter sent by the secretary of the British Nation Association to the directors of the British Commercial Company, proposing a "union of the business" of the two companies upon certain terms, one of which was "that the shareholders of the British Commercial should be paid off at the rate of 25s. per share, and their shares transferred." This proposal was subsequently approved by extraordinary general meetings of both companies. The arrangement was carried out in this way: By a deed dated the 8th Feb. 1860, a large number of the shareholders covenanted with Messrs. Bemingham and Lake to transfer their shares into their names or into the names of their nominees, and in the meantime to hold the shares in trust for Messrs. Bemingham and Lake. A very large number of shareholders executed this deed, and subsequently transferred their shares. A few neither executed the deed nor transferred their shares. By a deed dated the 7th June 1860 Messrs. Bemingham and Lake declared themselves to be trustees of all shares transferred to them for the British Nation Association. Finally, by a deed dated the 31st Dec. 1864, after reciting *inter alia* that the shares transferred into the names of Messrs. Bemingham and Lake were all the shares of the British Commercial Company except some few shares, the owners of which were unknown, it was witnessed that the holders of 11,880 shares (out of 12,000 shares) transferred them to the British Nation Association "to the intent that the British Commercial Company and the capital and business thereof might thenceforth be amalgamated and merged in the British Nation Association." Mr. Chatteris held five shares in the British Commercial Company, and on the 7th March 1860 he executed the deed of the 8th Feb. 1860 in respect of his shares. Nothing further was done by him. He never received any consideration in respect of his shares. In 1872 an order was made to wind-up the British Commercial Company, and the official liquidators now applied to have Mr. Chatteris's name placed on the list of contributories.

Napier Higgins, Q.C., contended at some length that to free Mr. Chatteris from all liability would be in effect to undo the decision of Lord Westbury in *Blundell's Case* (L. T. Eur. Rep. 39). It was true that Mr. Rivington had been freed from all liability (*Rivington's Case*, L. T. Eur. Rep. 57), but that case differed from this in several important particulars. Here there was no transfer of the shares, and consequently no enrolment. Mr. Chatteris still appears as a shareholder in the last enrolled memorial. Moreover he never received any consideration in respect of his shares. All he did was to execute the deed.

F. C. J. Millar appeared for Mr. Chatteris, and contended that the case was governed by *Rivington's* case, where Lord Westbury laid it down that the formalities of transfer were necessary only in the case of a going company, and that the transaction between the two companies was not *ultra vires*, and after this lapse of time could only be disturbed as a whole, not by fragments.

After hearing *Higgins* in reply,

Lord ROMILLY reserved judgment.

COUNTY COURTS.

MANCHESTER COUNTY COURT.

Tuesday, Jan. 6, 1874.

(Before J. A. RUSSELL, Q.C., Judge.)

M'GOVERN *v.* HINKEY.

Married Women's Property Act—Liability of married woman to be sued.

H., a married woman, carried on business at S., apart from her husband, and received no assistance from him. The property acquired in the business so carried on was admitted to be her separate property, under the first section of the Married Women's Property Act. She was sued for a balance of money due for goods supplied to her in the way of her trade.

Held, that the 11th section of the Act does not impose a liability to be sued, but only enables a married woman to maintain an action in her own name to recover earnings or other property declared by the Act to be her separate property.

W. Mann, solicitor for the plaintiff.

Smith, solicitor for the defendant.

The plaintiff, John M'Govern, haberdasher, Union-street, Manchester, sued the defendant, Margaret Hinkey, draper, 95, Lord-street, Southport, for a sum of £15 12s., the balance of a debt of £35, which she had contracted with the plaintiff, and the remainder of which she had paid in instalments.

W. Mann, who appeared for the plaintiff, said the defendant was a married women, living apart from her husband, supporting and maintaining herself by her own industry, and receiving no assistance from her husband, whom she had not seen for five years. The question which would arise in the case was whether she was liable for debts apart from her husband. She was carrying on a separate business of her own in Southport, and he might take it that she was carrying on that business in accordance with the first section of the Married Women's Property Act, and that all the property which she had become entitled to since she had been carrying on the business separately would be her separate property, held for her separate use, independently of her husband. She was therefore, clearly possessed of property independently of her husband, and the 11th section of the Married Woman's Property Act gave her the power to sue for any debts that might be owing to her in respect of that property. There was certainly no section in the Act imposing on a wife a liability to be sued in her own name, but he suggested that the fact of the Act having vested property separately in her and given her the exclusive control over it, implied a liability in her to pay debts in respect of that property or the business by which she acquired it. Taking it as a matter of contract, he contended that the fact of a husband allowing a wife to carry on business separate and apart from him impliedly conferred upon her a power to contract debts in her own name. It was clear that in equity a married woman might bind her separate estate by a contract, and it was a question whether she had not power to do so by law. This property in her business was vested in the defendant, and it was only a reasonable inference that a wife should be enabled to bind her separate estate by a contract.

Smith (of the firm of *Smith* and *Boyer*) argued that as far as the Married Women's Property Act was concerned, there was no implied liability such as that contended for, because if there had been any intention to set aside a long-established principle of law, there would have been an expressed provision to that effect. There was no question of separate estate in this case, and no pretence that the wife had pledged her separate estate.

His HONOUR said he was not aware that this question had ever been raised before. The defendant was a married woman, living separately from her husband and carrying on business separately from him, and the goods in respect of which she was sued were goods supplied to her in the way of her trade. Certain payments had been made on account of those goods, and she was now sued for the balance remaining due. In answer to the claim the defendant set up the plea of coverture, and the question was whether that plea was a good defence. It was perfectly clear that in common law it would be a good defence for a married woman had no power to contract such a debt as that in question by the common law. But it was suggested that under the Married Women's Property Act, sects. 1 and 11, the liability contended for in the present case was imposed upon a married women, not expressly, but by implication. From the language of the 1st section it struck him that it was clearly enabling. It gave a married woman the power to acquire property for her separate use, and it did not impose any liability on her that she was not subject to before. By the 11th section a married woman was empowered to maintain an action in her own name to recover earnings or other property declared by the Act to be her separate property. That was clearly an enabling enactment, and such being the case the question was whether he was to infer that not only had this ability been created, but that a liability had been likewise imposed. Inasmuch as the statute did not impose any liability in respect to the property mentioned in sects. 1 and 11, the liability of the woman stood just as it did at common law. But did not the statute itself show that, in expressly making her, in sect. 12, liable in respect to debts contracted before marriage. He could not, therefore, go beyond the letter or the spirit of the Act, which was clearly enabling to a woman, but not rendering her subject to any liability except such as was expressly imposed upon her. He thought the liability of the defendant stood just as it did in common law, and she was not, therefore, liable in this action. He dismissed the case.

Smith, on behalf of the defendant, applied for costs, which were granted.

MIDDLE TEMPLE HALL.—Mr. Watts, R.A., has been engaged by the Benchers to paint the portrait of H.R.H. the Prince of Wales, which is to be placed in the Hall, with the consent of the Prince, who has complied with the request of the Benchers that his portrait should be painted for this ancient society.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

EVIDENCE—UNSTAMPED LETTER, OR ORDER FOR PAYMENT OF MONEY—WHETHER ADMISSIBLE—THE STAMP ACT 1870, ss. 16, 48, 54.—A letter or order directing the payment of a sum of money out of a particular fund is a bill of exchange within the meaning of ss. 16 and 48 of the Stamp Act 1870, and as such will not be received in evidence unless it has been properly stamped at the time of the making thereof: (*Ex parte Shellard; Re Adams and Kirby*, 29 L. T. Rep. N. S. 621. Bank.)

SHARES—ASSIGNMENT OF—DECLARATION OF TRUST—ORDER AND DISPOSITION—CHOSE IN ACTION—THE BANKRUPTCY ACT 1869, s. 15, SUBSECT. 5.—A. was the registered owner of certain railway shares, which had been deposited with him by B. as security for advances. B. assigned the shares, subject to A.'s charge, by way of declaration of trust to C. for value. On B.'s bankruptcy, C. claimed the shares as his property, subject to the lien of A., but the registrar of the County Court decided against him. On appeal: Held (reversing the decision of the registrar) that the shares were not in the order and disposition of B., and that he held them in trust for C.: (*Ex parte Barry*; *Re Fox*, 29 L. T. Rep. N. S. 620. Bank.)

BILL OF EXCHANGE—POSTING IN LETTER ADDRESSED TO INDORSEE—ATTEMPTED STOPPAGE IN TRANSITU—RULES OF FRENCH POST OFFICE.—The rules of the French post office allow a person who has posted a letter to have it returned to him at any time before it has been dispatched from the office where it was posted, upon satisfying the functionaries that he is the person who posted the letter. C. posted at Lyons a letter, addressed to D. of London, containing certain bills of exchange on London, indorsed to D. On the same day C. received a telegram from D., stating that a foreign bill in exchange for which the bills on London were sent would be dishonoured, and requesting him not to remit. C. thereupon sent his clerk to the Lyons post office, from which the letter had not yet been dispatched, to reclaim the letter, but through the clerk's mistake the requisite formalities were not complied with, and the letter was dispatched and reached D. in due course. The day after he received the letter D. filed a petition for liquidation, and the bills of exchange contained in the letter came into the hands of the trustee in the liquidation. Held, that owing to the rules of the French post office, the property in the bills would not pass till the letter containing them was dispatched from the office where it was posted; and that as C. had with D.'s assent made a *bonâ fide* attempt to recover possession of the bills before the letter was dispatched from the post office, the property in the bills did not pass to D., and C. was entitled to have them delivered up to him: (*Ex parte Cote; Re Devese*, 29 L. T. Rep. N. S. 598. Ch.)

LEGAL NEWS.

THE SOLICITOR-GENERAL ON PRIMOGENITURE, ENTAIL, AND LAND LAW REFORM.

IN the course of his speech at the Oxford Druids' dinner, last week, Sir Wm. Harcourt said: Before going to the main question, let me dispose of a few minor points. First, there is what is called the Law of Primogeniture. (Hear.) That is a big word, but it is not a large affair. To alter it would neither effect such changes as some fear, nor would it operate at all to the extent which some hope. I don't know that any one wishes—I am sure I do not—to prevent any man from disposing of his own property at his death as he pleases. The right to do this is one of the greatest stimulants to industry and prudence—things in which society is deeply interested. (Hear, hear.) As you will presently see, what I desire is to make the right still more absolute than it already is. But when a man is unwise enough to die intestate the law, in the case of his goods, makes for him such a will as a just and fair man might be expected to make. In the case of land, on the contrary, the law makes a will which no conscientious man in his sound mind would make. It accumulates on one child the whole of the estate, without regard to the interests of those for whom any good man would feel bound to provide. Surely, to reform such a state of the law would be a just and a wise policy. (Cheers.) It need not lead to subdivision, for in the case of small properties the estate might be sold for the benefit of all. Well, then, as to the transfer of land, every one agrees that the present system of conveyancing and charging is costly, dilatory, and vexatious. (Cheers.) Who objects to an amendment of that state of things? (Cheers.) Not, I suppose, the proprietary class. (Hear, hear.) Every one who buys or sells, I imagine, wishes to get as much as he can, and to pay as little as he can help. (Hear, hear.) I imagine that there are few vendors or purchasers actuated by the laudable desire to give a larger slice than they can help to their legal advisers. (A laugh.) If there be any such benevolent people, I fear they are already in Littlemore Asylum, or are soon going there. (A laugh.) I know I am treading on dangerous ground; but still I will venture to affirm that if a reform of this character is opposed, it will not be by the landed interest, but by a class of man far more influential than Solicitors-General — I mean solicitors in particular. (Hear, and a laugh.) But these things are only the fringes of a great question; there remains behind a far more material topic. I hear very frequent denunciations of what is called the feudalism of the land laws. I am bound to tell you that that is not an accurate description. With a few exceptions, to some of which I have adverted, the laws which govern the devolution of land are very much the same as those which affect other kinds of property. But that does not settle the question. If a man misuses a large personal estate, he alone is the worse for it. If he ruins a great landed estate, he damages hundreds of people who reside upon and are dependent upon it. That is in itself a reason why the law which allows the limitation of the one should not allow the same extent of limitation in the other. Every one, I imagine, is agreed that the great want in the case of land is the want of more capital applied to the cultivation of the soil. (Hear.) In the present state of agricultural science capital can be applied with far more advantage than formerly. In order to its proper development a capital twice or perhaps three times greater than that usually invested is necessary and profitable. It is only by an increase of capital that we can increase that fund which will yield a larger rent to the owner, a larger profit to the farmer, larger wages to the labourer, and which at the same time will give more abundant and cheaper food to the public. (Cheers.) Surely that is not a dangerous or mischievous object! (Cheers.) Now, is there anything in the present state of the law which discourages the application of such an increased capital to the soil? It cannot be disputed for a moment that the law of entail, in spite of all the measures that have been taken to mitigate its effect, is still a hindrance to the application of capital to the land. Nobody knows that better than the members of the House of Lords. Their report states the case very fairly. They say, "The case for parliamentary consideration lies in this, that the improvement of land in its effect on the price of food and on the dwellings of the poor is a matter of public interest, but as an investment it is not sufficiently lucrative to offer much attraction to capital, and that, therefore, even slight difficulties have a powerful influence in arresting it." What are the slight difficulties which have this powerful and baneful influence? Why, the Lords admit that it is the limited ownership created by the law of entail, and they proceed to deal with it on that footing. My only wonder is that, having understood so clearly the evil, the remedy they offer is so little adequate to the disease. It is quite true that in great families, like the Devonshires, the Sutherlands, the Bedfords, and the Leicesters, the margin is so large that the pinch is not felt. It is in the moderate estates, which form the bulk of the land in England, that the evil reveals itself. (Hear hear.) A tenant for life is in possession of an estate say of £5000 a year, his income is little more than sufficient for the wants of his station; the entailed land must go to his eldest son. How is he to provide for his younger children, the power of charging being, as it often is, either insufficient or already exhausted? Why, by saving for them the money which ought to go to the land. Or, suppose a man has a eldest son who has involved himself irretrievably in debt — why should he spend his savings on the estate only to benefit the usurers who will absorb it by and by? Or suppose he is childless, will he spend his money on the land for the benefit of the heir of entail, or will he keep it for those whom he desires to benefit by his will? Why should he spend £20,000 to-day on necessary farm buildings or drainage when the benefit of the whole may go to-morrow to a man he does not care sixpence about? Take another case. A man has several daughters and no son. The property is to go to some distant kinsman whom for that very reason he probably does not love—what will he do with his money? Will he expend it on the estate for the benefit of the heir, or will he save it for his children? Now, here are four cases—I could give you fifty more—where the law of entail beyond dispute diverts capital from the land. It is said men desire to make settlements for the benefit of their families. Of course they do, but it is not necessary to make an entail for that. You may charge your estate without entailing it (hear, hear); and an estate so charged may be freely dealt with subject to the charge. I wish the system of charging were made, as it might easily be made, simple, and less cumbrous than it is. You might, perhaps, if you please, without abolishing entail altogether, suspend its action so far only as it operates as a restriction upon the improvement of land—that is to say, as regards expenditure for such purposes and such purposes alone—you might with proper protection open the entail and allow a man to act as freely as if he were owner in fee. There would not be much danger in that, for men are not apt to be spendthrifts in improvement. They are much more likely too spend too little than too much. Some such intermediate course as this would appear to have been the adequate conclusion from the premises established by the House of Lords' report; but this is only a partial and imperfect remedy. What is really wanted is to unite the actual dominion more completely with the nominal possession—to give to each generation a fuller control, and therefore a greater interest in the improvements it may make to emancipate land from the restraints incident to a too limited ownership. (Hear, hear.) You need not fear for "the inheritance." The unlimited energy of the English people will do enough and to spare for the "protection of the inheritance." To make men more completely masters of their own property, having due regard to rights already vested—to give them a more direct and personal interest in the improvement of the soil—that is not confiscation. (Cheers.) I do not desire any coercive legislation—all I wish is that the law should not afford special facilities and direct encouragement to arrangements which are injurious to the community. The law which alone gives the power to a man to do anything at all after his death, may and ought to prescribe the limits within which that power shall be exercised. It has already done so to a great degree, and it may do so with advantage yet more. Much, perhaps the greater part, of what is wanted, must be accomplished not so much by legislation, as by convincing settlers that such entails are not desirable. But if the law did not offer the facilities, they would not be made. I do not wish to exaggerate the matter. I do not tell you this will do everything; but in my judgment it will do much. If we can effect this, then the land of England will be like a rich mine of wealth under our feet, capable of being developed for the advantage of the present and the coming generations of a great and a growing people. (Cheers.) It is not really a question at all of large or of small estates. A man may be poor on a large estate and rich with a small one. What is wanted for the good of the community is that land should not be artificially kept in the hands of persons who are so impoverished that they cannot do justice to the soil or to those who live upon it. Any law which helps to prevent land passing freely from those who cannot to those who can do well by it is economically a bad law. (Hear.) You cannot hinder this happening in all cases, it is true. You cannot make a man sell an encumbered estate if he does not choose, but you can enable him to do so. You can prevent the law being employed to make it impossible for him to do that which is for the good of the community. I know there are those who, admitting that the economical results of the law of entail, are injurious, maintain it from social considerations. They think it tends to keep up old families. I have no aversion myself to old families. If they are made of good stuff, like old wine, they grow better by keeping. If they come of a bad vintage, the longer you bottle them the worse they grow. (Cheers.) If a man is fit to support a great name, he will not want the law of entail to sustain him in the station to which he is born. If he is not fit, the worst thing that can happen to his race is that he should be bolstered up in a position which he discredits. (Cheers.) I have known more families ruined by the law of entail than ever were saved by it. (Hear.) To me the ordinary settlement of a strict entail seems the most unnatural domestic arrangement that ever was conceived. A man has a son whom he has begotten, whom he has educated, whom he knows, whom he loves, whom he trusts; but it is not to him that he confides the real dominion over that estate which is his pride. It is the unborn grandchild, of whom he knows nothing, who may be an idiot or something worse, who is made the real master both of the father and the son. (Hear.) What is the consequence of this state of things? It is the cause of more domestic misery and dissension than anything else in the world. It inverts the relation of father and son, it makes the son the proprietor and the father the tenant of the estate. (Hear, hear.) It destroys parental influence, it subverts filial respect, it makes the son the natural antagonist of the father, it makes the father too often the enemy of the son. Why is it that we see fine boys, hardly out of their teens, who might have been a credit to their race, an honour to their name, doomed to early bankruptcy and premature ruin? Why is it that they fall a prey to the gambler, the blackleg, and the moneylender? Why, because they have got an indefeasible reversion to sell; because from their cradles they have been made their own masters; because, by a fatal entail of ruinous independence, they have

been emancipated from that wholesome control which might have saved their inexperienced youth from becoming the slave of its own passions, the victim of its own vices. To me, at least, the law of entail seems to be not only an economical error, but a social mistake, too often a domestic calamity. If a man has a worthy eldest son let him by all means leave him his estate; but if he is not worthy why should the law lend its aid to arrangements which compel such a destination? What father would not desire himself to have control of his estate, however willing some fathers may be that their sons should be limited? (Cheers.) I speak as a father myself. If I were the possessor of a great estate I should like to have the power to leave it at my death to a child who was worthy of it. I should like to be able to provide for those for whom I ought to provide. What I should most deplore would be to see the home I had cherished pass against my will into the hands of those who would discredit it (cheers) —to be compelled to consign a tenantry and a peasantry I had loved to the charge of one whom I knew would neglect them both. Believe me, this is a reform which ought not and which cannot be long delayed. (Cheers.) It is not an invasion of the rights of property, it is an enfranchisement, an enlargement of those rights. The French writer, to whom I have already referred, and who is a great admirer of the English character, who contrasts with mournful envy the stability of our institutions with the political fortunes of France, makes the following observations. Alluding to this very subject of the law of entail, which he regards as the one great blot upon the rural economy of England, the speedy removal of which he confidently anticipates from his study of English political habits—says, "It must not be supposed that the English make no revolutions; on the contrary, they revolutionize to a great extent. They are always at it, but in their own quiet way. Thus, they attempt only what is possible and really useful, and one may be sure that at the close there will be complete satisfaction without the entire destruction of the past." (Cheers.) Don't be frightened by the word revolution. There are good revolutions and there are bad revolutions. A bad revolution is the worst, and a good revolution is the best thing in the world. (Hear, hear.) The constitution of this country is founded on a good revolution—a revolution which rejected everything that was bad, and maintained everything that was good. That is the sort of revolution which England loves. (Cheers.) I believe that such a revolution is possible in your land laws. (Cheers.) By freeing the land from the impediments which hinder its development you would greatly increase the produce of the soil—you would improve the condition of the people by procuring for them cheaper food—you would raise the wages of the agricultural labourer —you would enlarge the profit of the farmer—you would enhance the rent of the proprietor—you would augment the national fund from which the taxation of the State is fed—and the statesman who shall accomplish such a task by a just, an enlightened, a conciliatory policy, will consult the universal interests of the nation which shall confide to his prudence and his patriotism so great and beneficent a work. (Loud cheers.)

THE IRISH BENCH.

THE economic question which has been raised with respect to the appointment of a successor to the late Chief Baron Pigot is still the chief subject of discussion in the journals and in professional circles. Various arguments, some of them rather plausible, but having little substantial weight in them, others possessing greater force, are urged against the proposed reduction of the judicial bench. The national sentiment is appealed to, and an effort is made to stir up popular feeling against the measure as part of a general policy of centralisation, the effect of which, it is apprehended, would be to dismantle the Irish capital of all that gives it official dignity and social influence, and reduce the country still more into the position of an inferior province. It is not to be inferred that there is not an independent public opinion in favour of retrenchment of the national expenditure, but there is an unwillingness that Ireland should be singled out for the trial of financial experiments. It is asserted that the time is not opportune for making such a change, and that if any reform be needed it should be carried out, not impulsively or with precipitation, but deliberately and after full inquiry. The *Freeman* returns to the subject to day, and writes in an anxious tone about the "ominous rumour." It suggests that the city members should address a direct query to the Government as to the course which it intends to take, and that should the reply point to an intention not to fill up the vacancy "a requisition protesting against the decision should at once be set on foot." It observes that "the people of Ireland behaved with a fatal apathy when the Landed Estates Court judgeship fell vacant," but trusts they "will adopt a prompt and manly course on the present question. It recalls the fact that in 1862 a Royal Commission reported strongly against the proposed reduction, and states that since that time the business of the courts has increased. Summing up its objections, it says that "lopping off an Irish judgeship would be a crucial instance of false economy. It would injure a great institution, be unpopular with a whole nation, be regarded with disfavour by an entire Profession, and save—one penny in every eighty pounds of the national expenditure." The *Daily Express* admits the public are anxious that efficiency should be combined with economy, but protests against the proposal that there should be only three judges in each of the common law courts. It points out practical difficulties in the way. The extent of the circuits should be enlarged and the number of them diminished, and the effect would be that for seven months in the year suitors would be left without a judge in town to transact the necessary business. In the Assize Courts the judges have duties to perform which do not devolve upon the judicial bench in England, such as the fiating of presentments from the grand juries and the hearing of appeals from the decisions of the chairmen of quarter sessions, to which a new class has been added since the passing of the Land Act. They already spend from two to three months on the circuits, and if these periods were extended the inconvenience arising from their absence from town would be proportionately increased. Besides this, the reduction in their number would create a difficulty in supplying the materials for an appellate jurisdiction in the event of the Act of last Session being extended to this country; and the present constitution of the Courts of Appeal, not only that in Chancery, but also the Exchequer Chamber, is so unsatisfactory that the interests of the public require that it should be remodelled and placed upon a basis which would give general confidence. Besides the difficulty of providing for the circuits as they are now managed, there would be another arising from the demand for a winter assize on the part of the people of Belfast and other districts of the North, who complain of the inconvenience of having their cases left in suspense during the long interval between July and March, unless they adopt the costly alternative of sending them to Dublin. The *Express* argues that, although the business of the Courts of Exchequer and Common Pleas might be transacted by three judges, it would be quite impracticable for the Court of Queen's Bench to dispense with the assistance of one of its members. So far from having too little to do, it has had more than it could accomplish. This argument is strengthened by the authority of the judicial statistics and the records of the business. During the Nisi Prius sittings it has been found necessary to obtain the aid of one of the puisne judges to get through the list of cases for trial, although the Chief Justice has been unremitting in his attention, and performs his judicial duties with average rapidity. It is enough to state, in confirmation of the assertion as to the pressure of business, that last year Mr. Justice Barry sat 205 days, and in the preceding year 230 days, while it cannot be alleged that Mr. Justice O'Brien or Mr. Justice Fitzgerald was wanting in diligence or ability. It should be remembered that, as the *Daily Express* intimates, the Court of Queen's Bench in Ireland has a distinct and peculiar jurisdiction in addition to that which ordinarily attaches to a common law court or the Queen's Bench in England. It has to fiat, and therefore to examine, the presentments from the grand jury of the county and the corporation of the city of Dublin; it has to try railway traverses under the Irish Railways Act of 1851, and there are other special matters of minor interest with which it has to deal."—*Times* Correspondent, Jan. 3.

A Scotch member of the House of Commons, Mr. M'Laren, has just been looking over the statistics of the Irish legal establishment, with the object of getting his countrymen to raise a cry of "justice to Scotland," or rather to attempt to reduce the public expenditure in Ireland. The worthy Scot finds that in Ireland there are twenty judges in the Supreme Court; there are seventeen of them who get from £3600 to £8000. There is one Probate judge at £3500, and two in the Landed Estates Court get £3000 each. There are twenty judges, therefore, in Ireland, in what might be called the Supreme Courts, and they get £80,600. In Scotland there are thirteen judges, who receive from £3000 to £4000 each, and they get £41,300 among them. Our censor finds that the Irish judges get about twice the amount of public money which the Scotch judges get, and his opinion is that there is far less law and justice required to be dispensed in Dublin than there is in Edinburgh. It is rather inopportune, we confess, to have to meet this statement, but the difference in the number of the population, 3,500,000 against 5,500,000, and particularly the different social conditions arising out of the history of the country since the Revolution, or, indeed, since the Cromwellian settlement, fully account for the necessity. In Scotland there are few judges, but sufficient in proportion to the legal business and population. In England there are not sufficient judges for the work, nor are they sufficiently paid, as is amply proved by the fact that in a late instance an English judge actually lost his reason from overwork; others have lost their health and lives from the same cause. Secondly, the business is much in arrear; and, lastly, the leaders of the Bar are not willing to accept the dignity with its emolument, in exchange for their professional income with its attendant exertion. We shall return to this subject next week in reference to the vacancy on the Bench created by the lamented death of the late Chief Baron.—*Irish Law Times.*

SUICIDE OF A BARRISTER.—Mr. Gilmore Evans, who has received, recently, a valuable Government appointment, committed suicide on the 2nd inst., at his chambers, in London. On Saturday afternoon Mr. W. J. Payne held an inquest at 3, Serjeant's-inn, Chancery-lane. Mr. Goodman, solicitor, of 89, Chancery-lane, having identified the body, Mrs. Wright, the housekeeper of 3, Serjeant's-inn, deposed that the deceased had been in ill-health for some weeks past, but on Thursday evening appeared more cheerful than usual, when she took him his dinner at a quarter-past 6. The next morning she went upstairs to call him about 8 o'clock, but getting no answer to her repeated knocks at the door, and being fearful that he might have become ill, she sent for Mr. Hall, the locksmith, of Fetter-lane, who broke open the door. Witness then went into the bed room, and discovered Mr. Evans lying dead in bed, with a small revolver grasped in his left hand, and a large pool of blood upon the floor, which had flowed from a wound in his head. She at once sent for a doctor and the police, but the services of the former were of course unavailing, for the poor gentleman had been dead for some six or seven hours. Mr. Hall, the locksmith, and Police-constable Woodman having given confirmatory evidence, and the surgeon having deposed that death had resulted from a pistol shot, Mr. M'Namara and Mr. Price, two of Her Majesty's Railway Commissioners, gave testimony that left little doubt upon the minds of the jury that the deceased had been suffering from extreme nervous depression and morbid agitation for some time past, and that his duties as Registrar of the Commission, although not very arduous, were somewhat novel to him, and very probably increased the agitation and depression to such an extent that his mind gave way under the unwonted strain, and he committed suicide. The jury, upon hearing this evidence, at once returned a verdict of "Suicide while of unsound mind."

THE NEW LAW COURTS AT WINCHESTER.—The new law courts at Winchester are now virtually completed, and the restoration of the old gothic hall of Winchester Castle to its former design is nearly finished. The designs of the new courts and restoration were furnished by Mr. Digby Wyatt, architect, and the total cost of the whole work has probably been over £30,000. At the Epiphany Sessions on Monday, Lord Eversley presiding, Mr. Melville Portal, chairman of the Public Works Committee, announced that they could not yet present a complete financial report, but they hoped to be able to do so at the next sessions. The committee contemplated—and they hoped to have the support of the magistrates of the county in the matter—the filling the windows of the old hall with painted glass. This was not a kind of work which they would be justified in throwing upon the county rates, but they hoped the undertaking was one that would commend itself to the magistrates at large throughout the county, and that no difficulty would be experienced in obtaining funds sufficient to fill the whole of the windows. The committee proposed to illustrate by this means the history of the county from its earliest period, by displaying the names, arms, and deeds of those persons who were either natives of Hampshire or immediately connected with the county in a remarkable manner. These would be chronologically arranged, and the windows from one end of the hall to the other would form so many pages of county history, which well-informed persons would be able to understand easily. They had consulted Mr. Hardman, who had furnished the designs now in the room, and the windows were estimated to cost 100 guineas each. The first was already promised, the noble chairman, the Earl of Carnarvon, Sir William Heathcote, and himself having agreed to defray its cost. Two benches of magistrates had also signified their desire to help in the matter, and their architect, Mr. Digby Wyatt, had promised a donation of £25. Lord Henry Scott, M.P., said the scheme deserved the greatest possible encouragement, and he hoped all the support possible would be accorded to it, for no one could visit that noble hall without seeing that painted glass, supposing the colouring was not so deep as to obscure the light, would be a great

ornament. At the same time, however, while he should be glad to support the suggestions by all the means in his power, he thought they should not forget that the new courts and the restoration of the old hall were completed during the chairmanship of Lord Eversley, and he trusted, therefore, that his portrait, to be hung in that chamber, would form part of the scheme suggested by Mr. Portal. He was not prepared with a motion on the subject now, but, with the permission of the court, he hoped to bring it forward again next sessions. The matter then dropped, but with a more advanced condition of the restoration a county committee will probably be formed to carry out the object in view.

THE IRISH LAW COURTS.—The *Dublin Evening Mail* suggests that the puisne judges should be employed regularly in performing their share of the work of the after-sittings. It is suggested, also, that the constitution of the Court for Land Cases Reserved should be altered, and that a rota of judges should be formed to supply one to sit regularly in the Court of Appeal in Chancery to provide against the evil consequences of the frequent divisions between the ordinary judges, a suggestion which seems to merit consideration.

THE Town Council of Liverpool have just decided to raise the salaries of their officers, from the deputy town clerk downwards; the total increase in salaries amounts to £2000 annually. This is a step in the right direction, and we commend this decision to the consideration of other municipal authorities with a view to an increase of the salary of town clerks.

MESSRS. HENRY KIMBER and Charles Cydwellyn Ellis, of 79, Lombard-street, announce that they have dissolved partnership, and in future each gentleman will conduct business on his own account. The papers and documents of their respective clients will remain with the partner under whose care the particular business has been carried on, unless they receive an intimation from the client to the contrary.

THE Supreme Court of Massachusetts has again declared that by the statutes of the State all wagers are void. The action was one for money had and received against the party winning the wager, which had, in good faith, been paid to him by the stakeholder. The presiding judge refused to admit evidence offered by the defendant tending to show that he had won the wager, which, singularly enough, was upon the position of certain graves in a cemetery.

COPYRIGHT LAW.—A correspondent in the *Athenæum* suggests that to prevent disputes and uncertainty, the registration of titles of books should be effected prior to publication, and that the registration fee shall be reduced to one half. Also that an alphabetical register of titles, with the date of registration and name of the publisher, should be kept open to an applicant upon payment of 1s.; the entry to be null and void at the end of a year, to prevent any "phantom" title from incumbering the register.

A NEW CLAIMANT.—A claim to the title and estates of the Earl of Eglinton came before the Sheriff Court of Chancery, Edinburgh, on Monday. The claimant, Mr. Foulton, maintains that he is the great grandson of James Foulton, who was younger brother to the eleventh Earl of Eglinton. Having eloped with one of his father's domestics, named Mary Wallace, whom he married, he was disowned by the family, enlisted as a soldier, and died in the service. His son, James Foulton, served in the navy, and the son of the latter, Thomas Foulton, who was the father of the present claimant, again became a soldier. His son, the claimant also entered the army, and was present with the Light Brigade in the Balaklava charge. Since he left the army he has lived in Edinburgh, and has occupied himself in getting up evidence in support of his case. He says that his great-grandmother had documentary evidence in her possession which would have proved him the heir to the title and estates. These documents were obtained from her by Robert, sixth Baron of Skelmorlie, whose son Hugh became the twelfth Earl of Eglinton, under a promise that he would look after the interests of her son, who was then a minor. It is alleged, however, that he used the papers to obtain possession of the estates for his own family. At any rate, his son married the daughter of the eleventh Earl, who had no heirs male, and from him the present Earl of Eglinton is lineally descended. The case came before the court on an application for a commission and diligence to examine certain title deeds. Mr. Blair, who appeared for the present earl, said there was no such deed in existence. Mr. Menzies, who appeared for the claimant, said he found there was such a deed by date and designation in a Crown charter in the Register House, and if such deed were not now in existence it must have been at one time. He would take his chance of recovering it after diligence. The sheriff ordered answers to be lodged in fourteen days.

SIR WILLIAM BODKIN has resigned the office of Assistant-Judge of the Middlesex Sessions. The appointment is worth £1500 a year.

A MANCHESTER paper states that the borough of Stockport has twenty-six magistrates and twenty-eight policemen.

THE post of high constable of the City of Westminster has become vacant by the death, at the age of seventy-five, of Mr. Foster Owen, who held it many years.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it

THE PROFESSION.—I observe in your impression of Saturday last some remarks relative to the wished for amalgamation of the two branches of the Legal Profession. It happens that this subject has been much discussed of late years elsewhere, and as I know something of the actual working of the proposed system, where it has been adopted, a few observations on the subject will not be out of place. The question referred to, has in fact been under discussion in several of the colonies, and very recently an endeavour was made in New South Wales and Queensland to bring about the desired change. The attempt failed in both instances, the measure, as might have been expected, meeting with considerable opposition from many of the members of the Colonial Bar. In New Zealand, however, the contemplated reform was actually accomplished some years since, and I need hardly say that the alteration has been found to work well enough—in fact, gentlemen admitted in this country as solicitors have, after examination, been admitted as barristers and solicitors in New Zealand, and have been quite as successful as English barristers going to that colony. As a general rule, the only practical result of this state of things is that, as all legal practitioners can be admitted as barristers and solicitors, a certain number of gentlemen, feeling themselves qualified to do so, devote themselves to advocacy, and the rest pursue the ordinary business of solicitors. Partnerships have, of course, been formed on this basis. To those acquainted with colonial affairs, it must be somewhat surprising to find that English solicitors have so long submitted to the existing monopoly. It is difficult indeed to see why a branch of the Profession, the qualification for membership in which until recently consisted in the eating of dinners, and the expenditure of so much cash, should be entitled to such privileges and pecuniary advantages as barristers possess over solicitors in this country. And the curious part of the case is this—that whereas the barrister pays no annual fee for the right to practise, the solicitor is burdened with the charge of £9 or £6 as the case may be. Legal reforms are made, and the solicitor's profits cut down, but still he remains in the same position, whilst the "gentlemen of the long robe" preserve their profits and privileges intact. The Profession in this country would do well to follow the example of New Zealand in this respect. In that colony the courts of law and equity are amalgamated, as well as the two branches of the Profession. Why should not the same be done here? Should this happen, we should, I think, very soon see what are the relative merits of the members of the two distinct branches. There can be little doubt but that the places of many of our "junior counsel" would soon be supplied by members of legal firms. We should see cases properly brought before the court, briefs not left unread, but the advocates fully in possession of all the facts of the cases in which they are concerned, and thereby enabled to do justice to the clients they represent.

SOLICITOR.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.

Queries.

55. LANDLORD AND TENANT—RENT.—A. lately sold some property, the rent of which is payable yearly at Michaelmas. The day of settlement was by the contract fixed for the 26th December last. Is not A. entitled to the quarter's rent accruing from Michaelmas to the day of settlement? As the purchaser objects to pay the proportion, will not the course be for the vendor to wait till next Michaelmas; and then, if the purchaser receives the whole year's rent, sue him for the proportion? Does not The Apportionment Act 1870 apply to cases between vendor and purchaser?

AN ARTICLED CLERK.

56. COPYHOLD PRACTICE. — A. by will devised real estate, part of which was copyhold fine certain, to his wife B. absolutely. After his death, B., by her will, devised such copyholds to a trustee for immediate sale, with the usual power of appointment, in order to dispense with the trustee's admission. On B.'s death the estate has been sold, and as I am acting both for the vendor and purchaser, I shall be glad to be informed if it is necessary to take any and what steps to perfect the trustee's title before passing the estate by bargain and sale, and as to the rights of the lord and steward of the manor under the circumstances.

DEPUTY STEWARD.

Answers.

(Q. 44.) LEGATEE—DUTY.—On re-consideration, I think that C. D., whether beneficially entitled or not, may disclaim. "If one gives goods or chattels to another, and the devisee refuse it, by this means the devise is become void, and any waiver or refusal will suffice in this case, for a man shall not be compelled *nolens volens* to take anything devised to him." See Sheppard's Touchstone, 452; also 3 Preston's Abstracts, 104. Of course, if there be a valid disclaimer, C. D. would not pay duty.

Z. Y.

(Q. 45.) FEE FOR SEARCH. — The superintendent registrar charges 1s for compiling the index, and this whether the date is known or not.

Q.

(Q. 48.) PRACTICE—COVENANT FOR PRODUCTION OF DEEDS.—A. is entitled to a covenant of indemnity from C. Lord St. Leonards' opinion to this effect is re-stated without dissent, Dart, V. & P. 618, 4th edit.

Z. Y.

(Q. 52.) PARTNERSHIP.—Smith's ground of complaint (if any) is much slighter than that of the plaintiff in *Banks* v *Gibson* (34 Beav. 566), where, on a dissolution, each partner was held entitled to use the style of the firm. In that case, as pointed out by Mr. Lindley (Partnership, 888, note p. 3rd edit.), it might perhaps have been argued that the use of the name of the firm by one member of the dissolved partnership would expose the other member to some risk. Here the description "late Smith and Howell" entirely obviates any such difficulty. If Smith have any claim, it must be a claim to have the goodwill sold and the money divided.

Z. Y.

— On the dissolution of a partnership each partner has a right, in the absence of any stipulation to the contrary, to use the name of the old firm. Vide Williams' Personal Property, 6th edit. p. 238; *Banks* v. *Gibson* (M. R. 11 Jur. N. S. 680; 34 L. J. 179, Chan.; 13 W. R. 1012).

SOCIUS.

(Q. 53.) RIGHT OF ACTION.—Tibbs could maintain an action against Jinks for money had and received. If Jinks had killed the dog he would have been under no liability, having simply obeyed his master's orders, but having gone out of his way to convert the dog into money, he is clearly liable to refund the £5 he received.

CLIFFORD.

— The sale being entirely wrongful, Tibbs cannot maintain any action for the £5. He may, however, obtain trover for the setter dog against Jinks; or detinue (*Jones* v. *Dowle*, 9 M. & W. 19.) He may also maintain trover or detinue against Poucher, unless the dog was purchased *bonâ fide* and in market overt.

Z. Y.

(Q. 54.) MARRIED WOMEN'S PROPERTY ACT.—It appears to me that a deposit in a savings' bank in the name of a married woman, if made prior to the 9th Aug. 1870, is not even *primâ facie* her separate estate. In such a case sects. 2 and 9 have no application.

Z. Y.

(Q. 51.) PROCEDURE.—Gen. Rule 204 provides as follows: "The place of sitting of each County Court in matters of bankruptcy shall be the town in which the court now holds, or may hereafter hold, its sittings for the common law business of the court, under the provisions of the County Courts Act 1846." I have never heard of County Court judges hearing applications in a court other than where the proceedings are carried on, except in matters of arrest, when the bankrupt intends leaving the country. This matter is of such urgency that the warrant is signed by the judge whenever the application is made.

JUS.

LAW SOCIETIES.

LEGAL PRACTITIONERS' SOCIETY.

THE adjourned meeting of this new society, the object of which is the reform of abuses in connection with the legal profession, was held last Wednesday evening at the rooms of the Social Science Association, 1, Adam-street, Adelphi.

Mr. W. T. Charley, D.C.L., M.P., was called to the chair, and there was a large attendance of members.

Mr. Charles Ford (hon. secretary), read the minutes of the last meeting, which were confirmed. He then stated that he had received numerous letters from all parts of the kingdom from members of the legal profession, in which they fully sympathised with the objects of the new society, and wished it every success. As an instance of this he read the following extracts:

Mr. Copp (Essex-street, Strand): "I wish the society every success, and shall be happy to co-operate with you and other members of the Profession who have taken such a warm interest in the subject, in seeking to weed out from our ranks those who by their unprofessional, and in some cases even nefarious practices, would seek to bring the Profession into disrepute."

Mr. Charles E. Lewis, M.P. (Old Jewry): "The objects of your proposed society appear to be to do the work which ought to be done by the

existing bodies. I fear that there is but little prospect of rousing our profession into anything like real activity; and I have recently, as you know, given a great deal of time and energy, without much result, to try and accomplish this. I must leave others to do what they can in the same direction, but can only give my best wishes for success."

Mr. J. T. Shapland (South Malton): "Will you kindly give me some information respecting it (the society), as it appears to me from the little I have seen, that it is just such a society as we attorneys and solicitors require."

Mr. W. J. Wheatcroft (Eastbourne).—"My fear is that the objects of the society are not sufficiently extensive. The legal profession must use the influence in their own behalf, which, at general elections, they have so often used on behalf of their clients, if any great good is to be done. Our branch of the Profession must have a share of the plums which the higher branch at present monopolise, and this, I believe, can only be done through combined influence at the time of a general election. There is much however, for the proposed society to accomplish, and I will do what I can to aid it."

Mr. C. R. Gibson (Dartford).—"I thank you for the printed circular. I am very willing to do anything I can to advance the interests of our Profession, and if I can I will attend your meeting, and learn whether the present movement at all embraces the objects which I venture to think are so essential for the welfare of the Profession at large."

Mr. Wm. Gresham (High Bailiff of Southwark).—"I vastly approve of your circular just come to hand. Pray put me down as an annual subscriber. I shall be happy in any other mode to support the views of the society. My son, Thos. Gresham, who is my partner here, desires to do the same."

Mr. E. James (Eastbourne).—"I have perused the circular you were kind enough to hand me respecting the formation of a new society, under the title of the 'Legal Practitioners' Society,' and beg to say, that as a gentleman who has passed and is about to be admitted, I consider such a society very much needed in order to protect the interests of the Profession, which at the present time are so much trespassed upon by mere outsiders."

Mr. W. Cheesman (Eastbourne).—"I shall be glad if you will kindly add my name as a member of the 'Legal Practitioners' Society,' of whose utility there cannot be a second opinion."

Mr. C. Matthews (Eastbourne).—"My attention having been called to a new society, called the Legal Practitioners' Society, and having read over the prospectus, I cordially approve of its objects. In the course of my twelve years' experience in the Profession, I have frequently known great misery and hardship inflicted upon the poorer classes, who have entrusted small matters to agents, and who have invariably managed, somehow or another, to plunder their victims more or less. I shall be happy to become a member, and I wish the society every success in its praiseworthy efforts."

Mr. T. Marshall (Leeds.)—"I have received the circulars of the Legal Practitioners' Society, which you have kindly sent me. I should be obliged by your answering the following queries: 1. By what authority the proposed code of etiquette is to be enforced. 2. Whether the rights and liabilities of the two branches of the legal profession sought to be defined are the existing rights and liabilities, and no others. 3. Whether placing the government of the legal profession on a sound representative basis implies that the authority of the Benchers of the various Inns of Court to disbar members of the Bar, and of the judges to strike off the rolls attorneys and solicitors, is to be taken from them and vested in a governing body elected by the Profession at large, or what else the prospectus does mean. 4. Whether the protection of the legal profession from the depredations of unqualified men means further restrictive legislation, or merely the establishment of a means for reforming the existing laws which protect us."

Mr. W. Duignan (Walsall).—"I do not feel interested in any question except the amalgamation of barristers and solicitors, and I think it idle to redress small grievances, leaving the great ones untouched. I do not think, therefore, that I can take any interest in the objects of the Society. I am, nevertheless, exceedingly obliged for your courteous note."

Mr. J. E. Mason (Alford).—"I shall be glad if you will add my name to the list of members. The *vis inertiæ* of the 'Incorporated' and the 'Inland Revenue' to be overcome, in forcing either to deal with unqualified persons, I found to be almost past belief during three years' service as secretary to the Plymouth Law Society, since incorporated. I trust the projected society may be more successful than I was."

Mr. W. Merrick (Old Jewry).—"In common with many others I approve the objects of this society; and if you will kindly forward me a couple of sets of the notices which have been issued, and any other printed matter you may have, I will canvass my friends with the view of getting them to join the society. You must of course be aware it is a difficult matter for solicitors as a body to attend meetings; but I think if a canvass by some of those interested were organised, much good might be done, and perhaps one of the principal objects of meetings accomplished."

Mr. H. L. Turner (Newcastle-upon-Tyne).—"From what I have heard of the society it seems to me to be far more likely than any other to benefit the Profession and look after the interests of of its members, which the Incorporated Law Society does not seem to trouble much about."

Mr. E. A. Ward (Maidenhead).—"I highly approve of your Legal Practitioners' Society. I am desirous of joining the society, and if you can send me any prospectuses should canvas my professional brethren."

Mr. H. Symonds (Dorchester).—"Please to enrol me as a member of Legal Practitioners' Society. I hope something may be done towards facilitating the change from solicitor to barrister. It is unfair to have to pass a preliminary and read for three years after having been in the legal Profession for some years."

Mr. J. Borough (Derby),—"One of the main grievances of my branch of the Profession which I hope to see removed is our exclusion from the Inns of Court. Though not objecting to a certain interval (say two or three terms) between removal from the Rolls and being called to the Bar, I think it unjust and unwise on the part of those venerable societies to refuse us permission to enter as students or members. I feel sure that the removal of this restriction would tend as much to the benefit of the Bar as of ourselves, and would greatly increase the incomes of the Inns. A powerful body, supporters of the present privileges of the Inns, would also be created. I should be very sorry to see the constitution of the Inns of Court altered, or their powers over the Profession interfered with in any way, and I advocate the slight relaxation of the rules which I have mentioned as a truly conservative measure. The revival and extension of the Inns of Chancery might also be taken in hand by your society with advantage to the general body of attorneys and solicitors. I should say that I am strongly opposed to any amalgamation of the two branches of the Profession."

The hon. secretary also read numerous other extracts from the letters of solicitors who had joined the society,

The Chairman said that this meeting, as they were aware, was an adjourned meeting of the Legal Practitioners' Society. At the last meeting it was decided that this society should be established. They were now met to frame the rules for the society and to start it on its career of usefulness to the Profession, and, he trusted, to the public at large. Draft rules would be placed before them and they would be discussed seriatim. The next point would be to make one or two appointments under those rules. About sixty gentlemen had signified their intention of joining the society; but he thought they would agree that they had not as yet sufficient material from which to select their governing body. Correspondence, however, must be carried on, and receipts given for subscriptions, and it was therefore necessary that an honorary treasurer, &c., and honorary secretary should be appointed. The next point was the consideration of the most suitable subject for legislation next session. It would be remembered that at the last meeting there was a general concurrence of opinion that the subject, which was the most pressing and the most ripe for legislation, was the protection of the legal Profession against the encroachments of unqualified persons. (Hear, hear.) He gathered from the manner in which they received that statement that they would agree in thinking that the time had come when legislation upon that question should be initiated. The next thing would be the appointment of a sub-committee to frame a Bill upon the subject. Since they last met a very important speech had been delivered by the Lord Chancellor to a deputation of the Legal Education Association, in the course of which his Lordship announced that he was prepared to introduce a bill into Parliament to re-organise the Inns of Court. This re-organisation was a subject-matter of which they could very well take cognizance and tender to the Lord Chancellor their support to the Bill, provided it was a fair and reasonable one and one which the legal Profession had a right to expect from so eminent a man as Lord Selborne. There were several points in connection with the Inns of Court which required legislating upon. It was very important that the Bar should be governed by a representative body. The Benchers were practically the nominees of the Lord Chancellor for the time being. In Paris the advocates were governed by a representative body, and their discipline was most exact; in England the Bar was governed by an irresponsible body, and its discipline was most lax. He thought that it might be desirable to organise a deputation to the Lord Chancellor to tender to him their desire to support in every way in their power his Bill (Hear), and to bring under his notice the importance of re-organising the Inns of Court on the basis of having a representative body to govern the Bar. There were many grievances which attorneys and solicitors complained in connection with the Inns of Court. These could be mentioned to Lord Selborne. It was all the more necessary that they should tender their support to the Lord Chancellor, because, in the course of his speech, he said that he was afraid that if he introduced his Bill next session it would be made the groundwork of a party attack against the Government, but they could assure him that such would not be the case. The question about the representative body for the government of the Bar would involve their consulting its members upon the subject. A memorial to the Lord Chancellor should be submitted to the Bar, especially to its junior members. Thus, by means of their Bill, their memorial, and their deputation, they would bring the society very prominently under the notice of the Profession and the public, and would acquire both moral and numerical strength. (Loud cheers.)

The hon. secretary (Mr. Ford) then read a draft of the proposed rules which he had prepared.

Mr. Holroyd Chaplin proposed that the rules be referred to a sub-committee of five, three to form a quorum, comprised of members of the society, and that those rules be presented, with the suggested alterations, at the next meeting, to be fully discussed, which was carried unanimously.

It was then proposed and carried that the following gentlemen should serve on this committee: Messrs. Charley, Jencken, Chaplin, Ford, and Delamar.

Mr. F. A. Rowland moved and Mr. Gresham seconded a motion to the effect that Mr. Charley should be appointed treasurer, which was also carried.

A like resolution was adopted requesting Mr. Charles Ford to continue his duties as hon. secretary.

The chairman then brought forward the subject of the desirability of protecting the public against the money lenders, quacks, and agents of all kinds which were the bane of the Profession.

Mr. Gresham, in speaking to this subject, said it was a matter of common notoriety in the Profession that many men were in the habit of lending their names. The Incorporated Law Society had undertaken to remedy many of the evils complained of, but without much good resulting. It was not, he thought, so much the result of legislative power as the way of checking the practice in some way which would do the most good.

Mr. Lowe said that he came constantly in contact with those persons who assumed the liberty to practise who had not the ability or the right so to do. Personally he had never taken objection to any man who had appeared from a *bonâ fide* office; but there were men who had been clerks to auctioneers who frequently conducted cases, armed with a letter duly signed by some solicitor, this occurring time after time. He himself could name twenty persons whose certificates were taken out by subscription (laughter), who were either bedridden or what not, whose names were kept upon the Law List simply for the purpose of enabling robbers (if he might use the word), to prey upon the public, and the testimony of various metropolitan magistrates would, he was assured, fully bear him out in his assertion. The thing was perfectly scandalous. As a remedy, he proposed that when a practitioner found a person who was perfectly unknown to him, conducting a case, he would suggest that the magistrate's clerk should inquire into his antecedents, and if they were not satisfactory the magistrate should refuse to hear him.

Mr. J. Seymour Salaman said that, being a member of the Incorporated Law Society, he had long seen considerable apathy in many questions affecting the legal Profession, and there was no doubt but that the Incorporated Law Society had failed to do its duty. With regard to the Legal Practitioners' Society many of its objects he fully concurred in, and it would be, he was of opinion, instrumental in doing good to the Profession; and he would give it every support in his power.

Mr. Webster thought that the question of dealing with the quacks of the Profession was a very important one. He suggested that an amendment of the Stamp Act would be serviceable, so as to punish them. Auctioneers and accountants to the Court of Chancery being the worst of these quacks. For an infringement of laws of this description, every unqualified person should be sent to prison; and this matter should he thought, have the attention of the society directed to it.

Dr. Tompkins, D.C.L., was of opinion that, in dealing with matters of the description urged by previous speakers, it was necessary to take a broad view of the question. They were on the eve of great changes, and that in regard to the administration of justice the time had come when

the two branches of the Profession were proposed to be amalgamated, and it was necessary to know whether this fusion would be for the public good. The better course, he thought, was to have an appointed committee to inquire into the matter; and if they could get annual committees of the Bar, appointed by the different Inns of Court, and composed of attorneys and solicitors, they might hold a conference wherein the questions with regard to the duties and relations of the two branches of the Profession might be discussed. In the duty they owed to society and to the Profession, he thought that the matter should be taken up.

Mr. Holroyd Chaplin said that they did not know what the feeling in the House of Commons would be regarding their proposed course of action, nor did they know what feeling the press had towards them. He thought that there would be a great outcry about free trade in law, and he would recommend that they should endeavour to enforce the existing acts before legislating further.

Mr. Jencken, barrister, considered that in the absence of any knowledge on the subject, it was difficult to discuss the question, the principal point being the repression of outsiders. The most important question was to find out how the law stood in relation to this subject, so that they should know properly how they stood.

Mr. J. S. Salaman was fully aware of the enormous number of quacks in the Profession, complaints of them having frequently been made in the LAW TIMES; but, whilst being aware of this, he thought that in a society so young as the present one, it was a little too premature to prepare a Bill to Parliament, having for its object the dealing with these outsiders. With regard to the practitioners in the Court of Bankruptcy, the members of this society should first read the existing law on the subject, and then act accordingly. They were not quite prepared that evening, he thought, to discuss what form the proposed Bill should take, and he would suggest that the matter for the present be deferred. If such a Bill was proved to be absolutely necessary, he did not think it could be placed in better hands than the chairman's. (Applause.)

The Chairman said that there must be something definite done if they wanted to be practical, and they must not be content with only talking over these matters.

Mr. Wingfield referred at length to what he called old grievances of the law stationers taking the bread from the mouth of the legal practitioner. There was, he considered, quite sufficient law to prevent this if it were put into force.

Mr. F. A. A. Rowland then proposed, and Mr. Webster seconded, a resolution to the effect that a sub-committee be appointed, with the view of considering whether it was necessary to initiate legislation upon the subject of quacks and other banes of the Profession; the sub-committee being Dr. Tompkins, Messrs. Charley Mantell, Rowland, Salaman, Webster, and C. Ford.

The Chairman, in bringing forward the subject of the representative governing body of the Bar, said that it would be as well to have a memorial prepared, to be signed by the junior members of the Bar. The proposed representative body would be one in whom the Bar had confidence. He was sure that Sir William Harcourt would help them, and he had no doubt but that Lord Selborne would also. The object would be the formation of a body to whom the calling of the Bar would be entrusted, and who would have the general management of the Inns of Court.

Mr. Wingfield moved, Mr. Maloney seconded, and a proposition was carried to this effect.

Mr. C. Ford said it was a most important matter that a deputation should be formed without delay, to wait on the Lord Chancellor. Indeed, he thought that it was of the first importance, and that there could not be any possible evil, but much good likely to arise from this course. Relative to the question of the modification of the present rules, practically preventing solicitors from changing to the other branch, the Lord Chancellor, he said, had written him a letter, from which he gathered that he was favourable to a modification of the consolidated regulations upon the subject, and Sir George Jessel and the Lord Chief Justice of the Court of Common Pleas, and other eminent men were also interested in the question; and he trusted that the worthy chairman would too, interest himself in it. Mr. Ford said he had received many letters from distinguished members of the Bar on the subject.

It was then arranged that the secretary should be authorised to communicate with the Lord Chancellor relative to the reception of the deputation on the several points which had engaged the attention of the meeting; and that a circular should be sent round to the Profession, setting forth the objects of the society.

A cordial vote of thanks was then passed to Mr. Charley for presiding, which terminated the proceedings.

[We are requested by Mr. Charles Ford, the honorary secretary of the Legal Practitioners Society, to say that numerous communications on the subject of the society which he has received from solicitors since the commencement of the present year, he has been obliged to leave unanswered owing to pressure, and the number of such letters, and we are requested to add that the information in most cases asked for can be fully ascertained by a perusal of the above report of the meeting of the society.—ED.]

HULL LAW STUDENTS' SOCIETY.

A MEETING of this society was held at the Law Library, Parliament-street, on Tuesday evening last. Henry Cook, Esq., the president, occupied the chair. J. T. Woodhouse, Esq., solicitor, read a paper on the "Judicature Act 1873," after which a discussion took place on certain parts of the Act, in which J. Cook, Esq., Mr. A. M. Jackson, and the president took part. A vote of thanks was passed to Mr. Woodhouse for his paper, and to the president for presiding, and the meeting adjourned.

SOLICITORS' BENEVOLENT ASSOCIATION.

THE usual monthly meeting of the board of directors of this association was held on Wednesday last, the 7th inst., at the Law Institution, London. Mr. Park Nelson in the chair; the other directors present being Messrs. Brook, Burton, Hedger, Rickman, Smith, Styan, and Torr; Mr. Eiffe, secretary. A sum of £122 was distributed in grants of assistance to the families of three deceased solicitors; eleven new members were admitted to the association. A communication from the Lord Chancellor was read, stating that his Lordship would be happy to preside at the ensuing anniversary festival of the association in June next; and other general business was transacted.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's Inn Hall on Wednesday, the 7th Jan. Mr. S. Chester in the chair. Mr. Castle opened the subject for the evening's debate, viz.: "That the general powers of licensing are not satisfactorily exercised by magistrates." The motion was carried by a majority of one.

PROMOTIONS AND APPOINTMENTS.

N.B.—Announcements of promotions being in the nature of advertisements, are charged 2s. 6d. each, for which postage stamps should be inclosed.

THE Right Hon. Sir John Duke Coleridge, Knt., Lord Chief Justice of Her Majesty's Court of Common Pleas, has appointed Mr. Robert William Litchfield, of Newcastle, Staffordshire, solicitor, to be a Commissioner for taking acknowledgments of Deeds of Married Women, under the Fines and Recoveries Act, for the county of Yorkshire.

The Right Hon. Sir John Duke Coleridge, Knt., Lord Chief Justice of Her Majesty's Court of Common Pleas, has appointed Mr. Basil Edmund Greenfield, of Guildford, Surrey, to take affidavits in the Court of Common Pleas.

THE COURTS AND COURT PAPERS.

SITTINGS AND CAUSE LIST IN AND AFTER HILARY TERM.

Common Law Courts.

Court of Queen's Bench.

SITTINGS AT NISI PRIUS—IN TERM.

Middlesex.

Tuesday ..... Jan. 13 | Monday ..... Jan. 26
Monday ..... 19 |

No London sittings this Term.

AFTER TERM.

Middlesex.		*London.*	
Monday	Feb. 2	Monday	Feb. 16

SITTINGS IN BANCO.

Monday	Jan. 12	Motions and new trials
Tuesday	13	Ditto
Wednesday	14	Ditto
Thursday	15	Ditto
Friday	16	Special paper
Saturday	17	Crown paper
Monday	19	Enlarged rules, motions, and new trials
Tuesday	20	Special paper
Wednesday	21*	Motions, new trials, and Crown paper
Thursday	22	Motions and new trials
Friday	23	Special paper
Saturday	24	Crown paper
Monday	26	Motions and new trials
Tuesday	27	Special paper
Wednesday	28	Motions and new trials
Thursday	29	Ditto
Friday	30	Ditto
Saturday	31	Ditto

* On these days the Court of Queen's Bench will sit in two divisions, when motions are excluded.

NEW TRIAL PAPER.

For Judgment.

Searle v. Laverick

For Argument.

Moved Michaelmas Term, 1872.

LONDON—Ionides v. Pender and another (part heard) [Hannen, J.—*Mr Butt*
BRISTOL—London and South-Western Bank v. Williams [Mellor, J.—*Mr Lopes*

Moved Hilary Term, 1873.

MIDDLESEX—Angel v. Collins [Mellor, J.—*Mr M. Chambers*
LONDON—Parker v. The Imperial Royal Azienda Co. [L. C. J.—*Mr Day*
LONDON—Morrison v. Thompson [L. C. J.—*Sir J. Karslake*
LONDON—Corry v. Patton [L. C. J.—*Mr Matthews*
MANCHESTER—Taylor v. Greenhalgh [Mellor, J.—*Mr Pope*
MANCHESTER—Pendlebury v. Same [Mellor, J.—*Mr Pope*
MANCHESTER—Pearson v. Johnson and another [Mellor, J.—*Mr Pope*
LIVERPOOL—Batcheldor v. Lancashire and Yorkshire Railway Company [Lush, J.—*Mr Herschell*

Tried during Term.

MIDDLESEX—Smith v. Palmer [Lush, J.—*Mr Salter*
MIDDLESEX—Tuson v. Parkhouse [Lush, J.—*Mr Day*
MIDDLESEX—Scott v. The London General Omnibus Company [Lush, J.—*Mr Giffard*

Moved Easter Term, 1873.

MIDDLESEX—Burnaby v. Earl [L. C. J.—*Mr Garth*
LONDON—Dean v. Stokes [L. C. J.—*Mr D. Seymour*
MIDDLESEX—Toole v. Young [L. C. J.—*Sir J. Karslake*
LONDON—Lazard v. Javal [Mellor, J.—*Mr Day*
LONDON—Die Elbinger v. Armstrong [Lush, J.—*Attorney-General*
LONDON—Kennard v. Payne [Quain, J.—*Mr Murphy*
KENT—Harvey v. Lewis [L.C.J.—*Mr Biron*
SURREY—Bawden v. English [Brett, J.—*Mr Serjt. Ballantine*
NEWCASTLE—Robinson v. River Wear Commissioners [Archibald, J.—*Mr Herschell*
DURHAM—North-Eastern Railway Company v. Bowman [Pollock, B.—*Mr Holker*
DURHAM—Oliver v. North-Eastern Railway Company [Pollock, B.—*Mr Holker*
LIVERPOOL—Siven v. Heineman [Archibald, J.—*Mr Herschell*
LIVERPOOL—Doughty v. Milbourn [Archibald, J.—*Mr C. Russell*
LIVERPOOL—Sidley v. Longrigg [Archibald, J.—*Mr R. G. Williams*
NOTTINGHAM—Topham v. Bettney [Denman, J.—*Mr Field*
NOTTINGHAM—Clayton v. Stapleford Colliery Company [Denman, J.—*Mr D. Seymour*
LINCOLN—Howell v. Copland [Bovill, L.C.J.—*Mr Field*
LEEDS—Hirst v. Roebuck [Bovill, L.C.J.—*Mr Manisty*
LEEDS—Sneesley v. Lancashire and Yorkshire Railway Company [Bovill, L.C.J.—*Mr Field*
LEEDS—Sturdy v. Sanderson [Denman, J.—*Mr Field*
LEEDS—Reg. v. Inhabitants of Bradfield [Denman, J.—*Mr Field*
LEEDS—Same v. Same [Denman, J.—*Mr Field*
DEVON—Bentney v. Lumbard [Pigott, B.—*Mr H. T. Cole*

Tried during Term.

MIDDLESEX—Cooke v. Goodman [Quain, J.—*Mr Holl*
MIDDLESEX—Bridges v. Barnsley [Pigott, B.—*Mr Bullen*
MIDDLESEX—Heywood v. Pickering [Pigott, B.—*Mr H. T. Cole*
MIDDLESEX—Waddell v. Wolfe [Pigott, B.—*Mr H. T. Cole*

Moved Trinity Term, 1873.

MIDDLESEX—Doulton v. Timms [Bramwell, B.—*Mr Day*

Tried during Term.

MIDDLESEX—Finigan v. Fraser [Bramwell, B.—*Mr C. Russell*
MIDDLESEX—Block v. Pigott [Pigott, B.—*Mr Pearce*

Moved Michaelmas Term, 1873.

MIDDLESEX—Raper v. The London General Omnibus Company [Quain, J.—*Mr Day*
MIDDLESEX—Kirkstall Brewery Company v. Furness Railway Company [Denman, J.—*Mr. Price*
LONDON—Dudgeon v. Pembroke [Blackburn, J.—*Sir J. Karslake*
LONDON—Irlande v. Lavery [Quain, J.—*Mr. Holker*
DURHAM—Lambert v. Madgshon [Quain, J.—*Mr. Herschell.*
NEWCASTLE—Turnbull v. Murray [Brett, J.—*Mr. Herschell*
NORTHUMBERLAND—Reg. v. The Inhabitants of Alnwick [Quain, J.—*Mr. Herschell*
CUMBERLAND—Sloan v. Holliday [Quain, J.—*Mr Herschell*
LANCASTER—Taylor v. Rushton [Quain, J.—*Mr Holker*
LIVERPOOL—Stephenson v. Corporation of Liverpool [Quain, J.—*Mr. C. Russell*
LIVERPOOL—Jefferson v. Querner [Quain, J.—*Mr. C. Russell*
LIVERPOOL—Ashcroft v. Crow Orchard Colliery Company [Quain, J.—*Mr. Herschell*
LIVERPOOL—Francis and Company v. Eastwood [Brett, J.—*Mr. C. Russell*
MONMOUTH—Pitman v. Williams [Archibald, J.—*Mr Bosanquet*
DEVON—Mears v. Evans [L. C. B.—*Mr H. T. Cole*
CORNWALL—Tenby v. Rule [L. C. B.—*Mr Collins*
CORNWALL—Pender v. Hicks [L. C. B.—*Mr Kingdon*
BRISTOL—Ayles v. Maidment [L. C. B.—*Mr Lopes*
BRISTOL—Same v. Same [L. C. B.—*Mr H. T. Cole*
BRISTOL—Tasker v. Fielder [L. C. B.—*Mr Prideaux*
HERTFORD—Chapman v. Lapworth [Martin, B.—*Mr J. Brown*
SURREY—Chasemore v. Turner [Martin B.—*Mr Garth*
SURREY—Kavanagh v. Kerkham [Martin, B.—*Mr Da*
SURREY—Mare v. Rony [Martin, B.—*Hon. A. Thesiger*
SURREY—Pearson v. Lawson. S. & N. Co. [Pigott, B.—*Mr Murphy*
SURREY—Nicholls v. Chambers [Pigott, B.—*Mr W. Williams*
SURREY—Coyte v. Elptrick [Pigott, B.—*Mr C. W. Wood*
LEEDS—Marks v. Hick [Pollock, B.—*Mr D. Seymour*

Tried during Term.

MIDDLESEX—Lane v. Hanbury [Pigott, B.—*Mr Prentic*

MIDDLESEX—Dalrymple v. Low [Pigott, B.—*Mr Pope*
MIDDLESEX—Stopher v. Townshend [Pollock, B.—*Mr Herschell*
MIDDLESEX—Lapage v. Kerr [Pollock, B.—*Mr H. Matthews*
MIDDLESEX—Loveridge v. Hallward [Pollock, B.—*Mr M. Chambers*

SPECIAL PAPER.

For Judgment.

Hayward v. Newton

For Argument.

Board of Works for Poplar v. Love. Special case
Cope v. Scott. Demurrer
Musgrave v. Inclosure Commissioners for England and Wales. Special case
Jones v. The Menai Company. Special case
Wills v. Cohen. Appeal
Alsop v. The United Kingdom Omnibus and Tram Men Benevolent Association. Appeal
Wall v. The City of London Real Property Company. Special case.
Prince v. Evans. Appeal
Condliff v. Condliff. Demurrer
Town v. Shenton. Appeal
Peirce v. Corf. Appeal
Tayler v. The Great Eastern Railway Company. Appeal
London and Provincial Bank v. Roberts. Demurrer
Owen v. Wright. Demurrer
Jones v. Palmer. Demurrer
Mid-Wales Railway Company v. Cambrian Railway Company. Special case
Jefferson v. Querner. Demurrer

To be argued with New Trial.

Leatham v. Bank. Appeal
Coyte v. Elptrick. Demurrer

To be argued with new Trial.

Dudgeon v. Pembroke. Demurrer

To be argued with new Trial.

Grant v. Budd. Demurrer
Cox v. Leigh. Special case
Lane v. Hanbury. Demurrer
Isnaridi v. Watts. Demurrer
Brunninghans v. Manchester, Sheffield, and Liverpool Railway Company. Demurrer
Isnaridi v. Watts. Demurrer
Wood v. May. Appeal
Joseph v. Holroyd. Demurrer
Walsh v. Walley. Appeal
Stanton v. Nourse. Demurrer
Green v. Reade. Appeal

ENLARGED RULE PAPER.

For Judgment.

Emanuel v. Bridger

For Argument.

Feast v Lorymer
Cooper v. Mr. T. Salter, Mr. Michael Sutcliffe, Mr. Philbrick, Mr. Merewether
Malden v. The Great Northern Railway Company, Mr. White

CROWN PAPER.

For Judgment.

Reg. v. Green
Vestry of St. Mary's, Islington v. Barrett

For Argument.

MIDDLESEX—Reg. v. The Guardians of Stepney Union
NORFOLK—Same v. Middle Level Commissioners
METROPOLITAN POLICE DISTRICT—Hoare v. Metropolitan Board of Works
CAMBRIDGE—Bowers v. Banyard
CAMBRIDGE—Reg. v. Overseers of Haslingfield
WARWICK—Reg. v. Churchwardens of Sutton Coldfield
WARWICK—Reg. v. Churchwardens of Parish of Aston and Assessment Committee of Aston Union
BERKS—Harding v. Headington
BEDFORD—Reg. v. The London and North-Western Railway Company
BEDFORD—Same v. Same
LIVERPOOL—Liverpool Tramway Company v. Mayor, &c., of Borough of Liverpool
YORK—Gallimore v. Goodall
CARNARVON—Owen v. Parsons and Roberts
STAFFORD—Reg. v. Blackburn
DEVON—Mullins v. Collins
CARDIGAN—Evans v. Smith
YORK—Reg. v. Local Board for District of Oxhenhope
BOLTON—Wilson v. Cunliffe
WORCESTER—Maund v. Mason
LIVERPOOL—Allen v. Churchwardens of Liverpool
KENT—Caballero v. Lewis
LANCASHIRE—Overseers of Bootle-cum-Linacre v. Clerk of the Peace for Lancaster
KENT—Redgrave v. Lee
LIVERPOOL—Inman v. Derby Union
DEWSBURY—Pitt v. Millar
SOMERSET—Ling v. Warry and others
MIDDLESEX—Reg. v. St. Leonard's Shoreditch
METROPOLITAN POLICE DISTRICT—Marwick v. Codlin
BOLTON—Cameron v. Foy
BOLTON—Gaskell v. Bayley
BIRMINGHAM—Reg. v. The Guardians of Worcester Union
DEVON—Dyer v. Park
CHESHIRE—Reg. v. The Guardians of Runcorn
LANCASHIRE—Knight v. Halliwell
BOLTON—Gaskell v. Ormrod
ESSEX—Vance v. Wilson
BRIGHTON—Duddell v. Black
STAFFORD—Smart v. Pessoll
GLAMORGAN—Davies v. Harvey
YORKSHIRE—Bateson v. Oddie
LANCASHIRE—Rideout v. Jenkinson
BIRMINGHAM—Reg. v. The Guardians of Cheltenham Union
CORNWALL—Hampton v. Rickard
SUSSEX—Reg. v. Goodall
SUSSEX—Same v. Same
BRECKNOCKSHIRE—Same v. The Guardians of Conway Union
MIDDLESEX—Same v. The Guardians of Norwich Incorporation
CHESHIRE—Roberts v. Egerton
ANGLESEY—Reg. v. Williams.
EXETER—Same v. Sandford
DERBY—Same v. The Treasurer of Matlock Turnpike Trust
WARWICK—Same v. The Great Western Railway Company
DEVON—Halse v. Halder
SUSSEX—Reg. v. The Visiting Justices of Lewes County Gaol
DURHAM—Barnes v. Hutchinson
BRISTOL—Reg. v. The Guardians of Bedminster Union
SOUTHAMPTON—Peninsula and Oriental Steam Company v. Holley
DEWSBURY—Eastwood v. Millar
NORWICH—Reg. v. The Corporation of Norwich

Court of Common Pleas.

SITTINGS AT NISI PRIUS—IN TERM.

Middlesex.

Tuesday ..... Jan. 13 | Monday ..... Jan. 26
Monday ..... 19 |

No London sittings this Term.

AFTER TERM.

Middlesex.	*London.*
Monday .....Feb. 2	Monday .....Feb. 16

SITTINGS IN BANCO.*

Monday ..... Jan. 12	Motions and new trials
Tuesday 13	Ditto
Wednesday 14	Ditto
Thursday 15	Ditto
Friday 16	Ditto
Saturday 17	Ditto
Monday 19	Special paper
Tuesday 20	Motions and new trials
Wednesday 21	Ditto
Thursday 22	Special paper
Friday 23	Motions and new trials
Saturday 24	Ditto
Monday 26	Special paper
Tuesday 27	Motions and new trials
Wednesday 28	Ditto
Thursday 29	Ditto
Friday 30	Ditto
Saturday 31	Ditto

* The Court of Common Pleas will, when convenient, sit in two divisions.

NEW TRIAL PAPER.

Enlarged Rules.

Quartley v. Timmins
Parisot v. Palmer
Re an Attorney (*Ex parte Rayment*) and others

For Judgment.

Edmonds v. Alsop
Miller v. David
Megrath v. Gray
Gray v. Megrath

For Argument.

Moved Easter Term, 1873.

LONDON—Anderson v. Morice (part heard) [Brett, J.—*Sir J. Karslake*
LONDON—Lyle v. Wormacott (demurrer to argued with rule) [Brett, J.—*Mr C. Russell*
LONDON—Daniels v. Harris [Brett, J.—*Sir J. Karslake*
LONDON—Freeth v. Burr [Brett, J.—*Mr Garth*
LONDON—Petrococchino v. Bott [Brett, J.—*Mr Thesiger*
LONDON—Austin v. Board of Bethnal Green [Denman, J.—*Mr Giffard*
LONDON—Miles v. Lowman [Denman, J.—*Mr Willis*
LONDON—Dothie v. Daw [Denman, J.—*Mr Serjt. Robinson*
GLAMORGAN—Horriss v. Thomas [Lush, J.—*Mr Giffard*

Moved Trinity Term, 1873.

MIDDLESEX—Benjamin v. Storr [Honyman, J.—*Mr Torr*
MIDDLESEX—Magee v. Lavell [Honyman, J.—*Mr Cole*

Moved Michaelmas Term, 1873.

MIDDLESEX—Hammond v. Vestry of St. Pancras [Bovill, L. C. J.—*The Attorney General*
MIDDLESEX—Weller v. London, Brighton, and South Coast Railway [Bovill, L. C. J.—*Mr D. Seymour*
MIDDLESEX—Mansell v. Clements [Denman, J.—*Mr Griffiths*
MIDDLESEX—McLachlan v. Brain [Honyman, J.—*Mr Barnard*
MIDDLESEX—Kelly v. Patterson [Honyman, J.—*Mr M. Moir*
LONDON—Gunn v. Roberts [Bovill, L. C. J.—*Mr C. Russell*
LONDON—Applebee v. Percy [Honyman, J.—*Mr Willoughby*
LONDON——Claridge v. Rumbolt [Honyman, J.—*Mr Grantham*
MANCHESTER—Johnson v. Appleby [Brett, J.—*Mr Pope*
MANCHESTER—Abbott v. Bates [Quain, J.—*Mr Herschell*
NOTTINGHAM—Smith v. Egington [Honyman, J.—*Mr D. Seymour*
LEEDS—Brown v. Hall [Pollock, B.—*Mr Price*
BRISTOL—Green v. Heatley [L. C. B.—*Mr H. T. Cole*
BRISTOL—Tudgay v. Sampson [Mr F. Stephens, Q.C.—*Mr H. T. Cole*
BEDFORD—Millington v. Griffiths [Bramwell, B.—*Mr O'Malley*
NORTHAMPTON—Hancock v. Plant [Bramwell, B.—*Mr Merewether*
CROYDON—Maggs v. Barnes [Pigott, B.—*Mr Willis*
CROYDON—Bartlett v. Green [Pigott, B.—*Mr Cock*

(*Suspended.*)

SPECIAL PAPER.

Monday, Jan. 19.—For Argument.

Phillips v. Millar. Special case
Williams and another v. Heales. Special case
Lyle v. Wormscott. Demurrer

(*To be Argued with Rule for New Trial.*)

Hendricks v. Australian Insurance Company. Special case
Clifford v. Hoare. Special case.
Fry and another v. Lloyd. Special case.
Nelson v. Association for Protection of Commercial Interests. Special case
Bows v. Fenwick. Appeal
Summers v. The City Bank. Demurrer
Cole v. North Western Bank (Limited). Special case

Thursday, Nov. 13.

Rhodes v. Airedaile Drainage Commissioners. Demurrer
Faulks v. Tremaro. Appeal
Melhado v. P. A. and N. H. and B. Railway Company. Demurrer
Dauney v. Chatterton
Oleaga v. Castellain. Demurrer
Harper v. Dewey. Appeal
Lindsay v. Dale. Demurrer
Windus v. Flight. Demurrer
Caffin v. Lloyd. Special case

Thursday, Jan. 22.

Uttley v. Todmorden Local Board. Demurrer
Lovesy v. Stallard. Appeal
Pope v. Tearle. Appeal
Mavro v. Ocean Marine Insurance Company. Special case
Storey v. Rawlings. Demurrer
Same v. Kidsun. Demurrer

Monday, Jan. 26.

Court of Exchequer.

SITTINGS AT NISI PRIUS—IN TERM.

Middlesex.

Tuesday ..... Jan. 13 | Monday ..... Jan. 26
Monday..... 19 |

No London sittings this Term.

AFTER TERM.

Middlesex.	*London.*
Monday .....Feb. 2	Monday .....Feb. 16

SITTINGS IN BANCO.*

Monday ..... Jan. 12	Motions per new trials
Tuesday 13	Per motions and new trials
Wednesday 14	Motions and new trials
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Monday 19	Special paper
Tuesday 20	Motions and new trials
Wednesday 21	Special paper
Thursday 22	Motions and new trials
Friday 23	Ditto
Saturday 24	Ditto
Monday 26	Special paper
Tuesday 27	Motions and new trials
Wednesday 28	Ditto
Thursday 29	Ditto
Friday 30	Ditto
Saturday 31	Ditto

* The Court of Exchequer will, when convenient, sit in two divisions.

PEREMPTORY PAPER.

To be called on the first day of Term after Motions, and to be proceeded with the next day, if necessary, before Motions.

Lord v. Price [*Mr. Cohen—Mr. Myburgh—Mr. Gully*

NEW TRIAL PAPER.

For Judgment.

Nathanson v. Haarblecher
Rees v. Forbes

For Argument.

Moved Michaelmas Term, 1872.

GUILDFORD—Philips v. Hornstedt [*Mr. Hawkins*, Q.C.—*Mr. Garth*

Stand over.

Moved Easter Term, 1873.

MONMOUTH—Evans v. The Newport Dry Dock Co. [Honyman, J.—*Mr. H. Matthews*

Stand over.

Moved Michaelmas Term, 1873.

MIDDLESEX—Wilson v. The Metropolitan Railway Company [Bramwell, B.—*Mr Garth*
LONDON—Mason v. Colby [L. C. B.—*Mr Giffard*
WINCHESTER—Jervey v. Styring [F. Stephens, Q.C.—*Mr Collins*
EXETER—Browse v. Badocock [L. C. B.—*Mr H. T. Cole*
BODMIN—Mill v. Hawker [L. C. B.—*Mr H. T. Cole*
BRISTOL—Everett v. Wilkins [L. C. B.—*Mr Lopes*
LEWES—Cook v. Osborne [Pigott, B.—*Mr Day*
CROYDON—Cave v. Waterer [Martin, B.—*Mr Willis*
CROYDON—Gale v. Livermore [Pigott, B.—*Mr Murphy*
CROYDON—Same v. Same [Pigott, B.—*Mr Willis*
AYLESBURY—Phipps v. Great Western Railway Company [Cleasby, B.—*Mr Bulwer*
BEDFORD—Woodroffe v. Davison [Cleasby, B.—*Mr Bulwer*
NORWICH—Makins v. London and North-Western Railway Company [Bramwell, B.—*Mr Metcalfe*
WARWICK—Vaughton v. Same [Honyman, J.—*Mr Field*
LEEDS—Wood v. Wood [Pollock, B.—*Mr D. Seymour*
LEEDS—Harrison v. London and North-Western Railway Company [Pollock, B.—*Mr D. Seymour*
LEEDS—Priestly v. Dyson [Pollock, B.—*Mr Field*
LEEDS—Simeon v. Dewhurst [Pollock, B.—*Mr Field*
LEEDS—Sawdon v. Andrew [Pollock, B.—*Mr Field*
LEEDS—Naylor v. Lancashire and Yorkshire Railway Company [Pollock, B.—*Mr Field*
LEEDS—Ryder v. Jennings. [Pollock, B.—*Mr. Compton*
RUTHIN—Williams v. Great Western Railway Company. [Keating, J.—*Mr M. Lloyd*
DURHAM—Jackson v. Leeman. [Quain, J.—*Sir J. Karslake*
NEWCASTLE—Taylor v. Holland. [Quain, J.—*Mr Herschell*
CARLISLE—Williamson v. Bain. [Quain, J.—*Mr Herschell*
MANCHESTER—Nield v. London and North Western Railway Company. [Brett, J.—*Mr Herschell*
LIVERPOOL—Bain v. Stanford and Levison. [Brett, J.—*Mr. Holker*
LIVERPOOL—Same v. Same. [Brett, J.—*Mr Herschell*
LIVERPOOL—Smalley v. Lancashire and Yorkshire Railway Company. [Brett, J.—*Mr Herschell*
LIVERPOOL—Radley v. London and North Western Railway Company. [Brett, J.—*Mr Herschell*
LIVERPOOL—Bamlet v. Pickaley [Quain, J.—*Mr Aston*
LIVERPOOL—Meck v. Pyman [Quain, J.—*Mr Herschell*
STAFFORD—Smith v. Bennett [Denman, J.—*Mr Huddleston*
STAFFORD—Moss v. London and North-Western and Great Western Railway Companies [Denman, J.—*Mr A. S. Hill*
STAFFORD—Hiort v. Bott [Archibald, J.—*Mr Huddleston*

Moved after 4th day of Michaelmas Term.

MIDDLESEX—Street v. The Society of Licensed Victuallers [Pollock, B.—*Mr Torr*
MIDDLESEX—Trevitt v. Spick [Cleasby, B.—*Mr Cave*
MIDDLESEX—Toy v. Langton [Cleasby, B.—*Mr Finlay*

SPECIAL PAPER.
For Judgment.

Barrows *v.* Green
Niebuhr *v.* Kraushaar
Spoor *v.* Green
Sydenay *v.* Michael

For Argument.

Downing *v.* Mowlem. Special case. To stand over
Waugh *v.* The North British Railway Company. Demurrer. To stand over
Granville *v.* Finch. Special case. To be restated
Whitehouse *v.* The Birmingham Canal Company. Demurrer. To stand over
Sear *v.* Green. Demurrer. Part heard. To stand over
Davis *v.* Webster. Demurrer. Part heard. To stand over
Hendry and another *v.* Dyke, Bart. Demurrer. To stand over
Boden *v.* Levick. Demurrer. To stand over
Lloyd's Banking Company *v.* Blech. Demurrer. To stand over
Thorn *v.* Mayor of London
Moul *v.* Moul. Demurrer
Copin *v.* Cressman
Same *v.* Iarchow
Same *v.* Sevastapulo
Same *v.* Evans
Same *v.* Andrew
Same *v.* Rayner
Same *v.* Adamson
Same *v.* Same
Same *v.* Strachan
} Demurrer.*
William *v.* Prothero. Special case
Laidlow *v.* Hastings Pier Company. Special case
Martin *v.* Smith. Demurrer
Blanchet *v.* Powell Llanwit Colleries Company. Demurrer
Shackleton *v.* Tindall. Demurrer
Sorby *v.* Gordon. Special case
Biddulph *v.* Bingham. Appeal
Bain *v.* Stanford and Levison. Demurrer
Same *v.* Same.

* To stand over till issues in fact tried.

Exchequer Chamber.

This court will sit on Tuesday, Jan. 13, at ten o'clock.

QUEEN'S BENCH ERRORS.
For Judgment.

Churchwardens of Wigan *v.* Public Works Loan Commissioners

For Argument.

Kellock *v.* Enthoven

COMMON PLEAS ERRORS.
For Judgment.

Pegge *v.* The Guardians of Lampeter Union

For Argument.

Winch *v.* The Conservators of the River Thames
Same *v.* Same
Fowler *v.* Lock
Ellis *v.* The Great Western Railway Company
Cowan *v.* The Imperial Ottoman Bank
Imperial Ottoman Bank *v.* Cowan
Rodocanachi *v.* Elliott
Sowerby *v.* Smith

EXCHEQUER ERRORS.
For Judgment.

Riche *v.* The Ashbury Railway Carriage and Iron Company
Butcher *v.* Savory

For Argument.

Marchant *v.* The Lee Conservancy Board
Daniels *v.* The Stepney Union
Smith *v.* Fletcher
Same *v.* Same.
Phelps *v.* Hornstedt
Liver Alkali Works Company *v.* Johnson

Court of Criminal Appeal.

This court will sit on Saturday, Jan. 24, at ten o'clock.

Spring Circuits of the Judges chosen on Thursday, Jan. 15.

THE GAZETTES.

Bankrupts.

Gazette, Jan. 2.

To surrender in the Country.

CARTER, ROBERT, jeweller, Birmingham. Pet. Dec. 23. Reg. Chaundler. Sur. Jan. 19

DENTZ, JAMES, tobacconist, Hull. Pet. Dec. 29. Reg. Phillips. Sur. Jan. 15

HOCKZEMA, DIRK GROENWOLD, and VAN OMMEREN, JOHANNES, foreign agents, Manchester. Pet. Dec. 30. Dep-Reg. Lister. Sur. Jan. 22

LARGE, JAMES, innkeeper, Spalding Moor. Pet. Dec. 30. Reg. Phillips. Sur. Jan. 16

SADLER, HARVEY HENRY, beerseller, Heybridge. Pet. Dec. 23. Reg. Gepp. Sur. Jan. 12

Gazette, Jan. 6.

To surrender at the Bankrupts' Court, Basinghall-street.

THOMPSON, JOHN, upholsterer, Edgware-rd, and WALKER, THOMAS, commercial clerk, Langton-rd, Brixton. Pet. Jan. 1. Reg. Pepys. Sur. Jan. 20

To surrender in the Country.

CUSHING, JAMES, builder, Chiswick. Pet. Dec. 31. Reg. Ruston. Sur. Jan. 24

DANIELS, GEORGE SAMUEL, innkeeper, Warwick. Pet. Jan. 2. Reg. Campbell. Sur. Jan. 17

LAWTON, JARVES, grocer, Glossop. Pet. Jan. 3. Reg. Hall. Sur. Jan. 23

TOZER, JOHN, bootmaker, Totnes. Pet. Jan. 3. Reg. Pearce. Sur. Jan. 19

WOODRUFF, THOMAS FREDERICK, grocer, Deal. Pet. Dec 31. Reg. Callaway. Sur. Jan. 23

BANKRUPTCIES ANNULLED.
Gazette, Dec. 30.

OLDHAM, JOHN, grocer, King's Lynn. Dec. 14, 1872

Liquidations by Arrangement.

FIRST MEETINGS.
Gazette, Jan. 2.

ABRAHAM, CHARLES, general dealer, East Stonehouse. Pet. Dec. 29. Jan. 15, at eleven, at office of Sols. Elworthy, Curtis, and Dawe, Plymouth

ADAMS, WILLIAM JAMES; ADAMS, ALFRED WILLIAM; EDENBOROUGH, FREDERICK, merchants, formerly Benat's-pl, Gracechurch-st. Pet. Dec. 31. Jan. 14, at two, at the City Terminus hotel, South-Eastern Railway Station, Cannon-st. Sols. Campbell and Beaumont, Cannon-st

ALMOND, CLARK, carpenter, Westow-st, Upper Norwood. Pet. Dec. 31. Jan. 20, at eleven, at the Temperance coffee house, Westow-st, Upper Norwood

BARFIELD, SAMUEL, architectural sculptor, Leicester, and Humberstone. Pet. Dec. 30. Jan. 15, at twelve, at offices of Sol. Harvey, Leicester

BALLS, HAROLD GRIFFIN, currier, Cambridge. Pet. Dec. 31. Jan. 16, at two, at office of Sols. Ellison and Burrows, Cambridge

BARLOW, ROBERT, grocer, Preston, Pet. Dec. 31. Jan. 16, at two, at office of Sol. Taylor, Preston

BEER, HERBERT EDWARD, wine merchant, Deal. Pet. Dec. 30. Jan. 16, at one, at office of Doyle and Edwards, Carey-st, Lincoln's-inn. Sol. Delasaux, Canterbury

BELL, EDWARD, bricklayer. March. Pet. Dec. 30. Jan. 21, at twelve, at the County Court house, March. Sol. Dawbarn, jun., March

BIGGS, CHARLES, builder, Charterhouse-la. Pet. Dec. 30. Jan 28, at three, at office of Sol. Heathfield, Lincoln's-inn-fields

BOWER, DAVID FARRER, iron manufacturer, Leeds. Pet. Dec. 31. Jan. 15, at twelve, at office of Sol. Pullan, Leeds

BROWN, THOMAS, draper, Cheltenham. Jan. 19, at three, at offices of Sol. Wheeler, Cheltenham

BULLEY, WILLIAM THOMAS, carpenter, Great Yarmouth. Pet. Dec. 29. Jan. 23, at twelve, at office of Blake, accountant, Great Yarmouth. Sol. Palmer, Great Yarmouth

CHAWNER, JOHN, hosiery manufacturer, Leicester. Pet. Dec. 31. Jan. 27, at eleven, at office of Sols. Freer, Reeve, and Blunt, Leicester

DUNBOBIN, RICHARD, joiner, Warrington. Pet. Dec 31. Jan. 16, at three, at offices of Davies and Co., Warrington. Sols. Davies and Brook, Warrington

ELLIS, JOHN, bootmaker, Liverpool. Pet. Dec. 29. Jan. 14, at three, at Gibson and Bolland, accountants, 10, South John-st, Liverpool. Sols. Harvey and A'sop, Liverpool

EVANS, DAVID MORIER, newspaper proprietor, Serjeant's-inn, Fleet-st, Birchin-la, Finch-la, and South Hackney. Pet. Dec. 30. Jan. 12, at the London tavern, Bishopsgate-st, in lieu of the place originally named

EVANS, EDWIN, victualler, Slough. Pet. Dec. 30. Jan. 14, at three, at the Crown hotel, Slough. Sol. Froggatt, Argyll-st

FAGG, GEORGE QUESTED, bootmaker, Holloway-rd. Pet. Dec. 18. Jan. 12, at two, at office of Sol. Vernede, Craven-st, Strand

GOODWIN, EDWARD MORTON, architect, Ferryside. Pet. Dec. 27. Jan. 26, at twelve, at the Guildhall, Carmarthen, Sol. Soames, New-inn, Strand

HADEN, JOHN, lamp manufacturer, Birmingham. Pet. Dec. 29. Jan. 13, at three, at offices of Sols. Wright and Marshall, Birmingham

HAYDOCK, JOHN, draper. Blackburn. Pet. Dec. 31. Jan. 16, at three, at offices of Sol. Darley, Blackburn

HAYHURST, JOHN, victualler, Colne. Pet. Dec. 29. Jan. 20, at three, at office of Sols. Southern and Nowell, Burnley

HENSMAN, JOHN, machinist, Ampthill. Pet. Dec. 24. Jan. 9, at at four, at office of Sol. Stimson, Bedford

HODGE, ALFRED, draper, Brotton. Pet. Dec. 31. Jan. 19, at two, at office of Gibson, Newcastle. Sol. Pybus, jun., Newcastle

HOWARD, DAVID, and BUCKLEY, JAMES HARROP, woollen manufacturers, Saddleworth. Pet. Dec. 29. Jan. 16, at three, at the George hotel, Huddersfield. Sols. Messrs. Fox, Manchester

IVIMEY, EDWARD, tailor, Cornhill, and Newington causeway, and Liverpool-rd, Islington. Pet. Dec. 19. Jan. 15, at two, at the Masons'-hall tavern, Masons'-avenue, Basinghall-st. Sol. Miles

JACKSON, JOHN, victualler, Croft. Pet. Dec. 31. Jan. 19, at three, at offices of Davies and Co. Warrington. Sols. Davies and Brook, Warrington

KAY, ROBERT, plumber, High-st, Hampstead. Pet. Dec. 18. Jan. 13, at two, at offices of Sol. Preston, Newgate-st

KESERTON, RICHARD, gun case manufacturer, Birmingham. Pet. Dec. 29. Jan. 19, at twelve, at office of Sol. Powell, Birmingham

LEATON, HENRY, printer, Leicester. Pet. Dec. 30. Jan. 19, at eleven, at the Lion and Dolphin inn, Leicester. Sol. Petty, Leicester

LENNOX, HENRY, plasterer, Nottingham. Pet. Dec. 27. Jan. 16, at twelve, at office of Sol. Belk, Nottingham

LETHBRIDGE, SARAH, shoemaker, Crediton. Pet. Dec. 30. Jan. 17, at eleven, at the Ship inn, Crediton. Sol. Floud, Exeter

MACKERETH, JAMES, joiner, Kendal. Pet. Dec. 29. Jan. 15, at half-past eleven, at the Board Room, Market-pl, Kendal. Sol. Thomson, Kendal

MASON, MARTHA, farmer, Waltham Holycross. Pet. Dec. 29. Jan. 13, at twelve, at offices of Sols. Jessop and Gough, Waltham Abbey

MEAGER, JOSEPH CHARLES, upholsterer, Ventnor, Isle of Wight. Pet. Dec. 30. Jan. 15, at two, at office of Sol. Urry, King's-rd, Gray's-inn, London

MORGAN, GEORGE JOSEPH, bootmaker, Chippenham-ter, Harrow-rd, also Chichester-ter, Canterbury-rd, Kilburn. Pet. Dec. 22. Jan. 12, at two, at office of Sol. Marshall, Lincoln's-inn-fields

OWEN, EDWARD, farmer, Ffriddisa, par. Cerrigydruidion. Pet. Dec. 30. Jan. 15, at twelve, at the Saracen's Head hotel, Cerrigydruidion. Sol. James, Corwen

PAINE, ALFRED, butcher, Essex-rd, Islington. Pet. Dec. 31. Jan. 16, at twelve, at office of Sols. Sole, Turner, and Turner, Aldermanbury

PEACOCK, JOHN THOMAS, victualler, Jamaica-rd, Bermondsey. Pet Dec. 30. Jan. 16, at two, at office of Sols. Messrs. Beard, Basinghall-st

PROUDLOVE, ANNIE, hair dresser, Newark. Pet. Dec. 27. Jan. 19, at twelve, at the Ram hotel, Newark. Sol. Belk, Nottingham

RANDS, ELIZABETH, widow, dealer in boots, Ventnor. Pet. Dec. 30. Jan. 16, at two, at office of Sol. Urry, Ventnor

REW, ROBERT MAY, Regent-st. Pet. Dec. 23. Jan. 13, at eleven, at office of Sols. Davies, Campbell, Reeves, and Hooper, Warwick-st, Regent-st

ROBERTS, WILLIAM, farmer, Hendrellysan. Jan. 17, at twelve, at the Cymro inn, Llangwm. Sol. James, Corwen

ROYDHOUSE, JOHN, Hull. Pet. Dec. 29. Jan. 13, at three, at office of Sol. Hearfield, Hull

SABER, LEWIS, out of business, Liverpool. Pet. Dec. 29. Jan. 16, at three, at offices of Sol. Nordon, Liverpool

SAVAGE, SAMUEL, shoemaker, Christchurch. Pet. Dec. 29. Jan. 14, at three, at office of Miller, Bristol. Sol. Sharp, Christchurch

SHIPLEY, WILLIAM SAMUEL, clerk in holy orders, Plungar. Pet. Dec. 30. Jan. 23, at twelve, at the Guildhall tavern, Gresham-st. Sol. Thurman, Nottingham

SIMPSON, JOHN FREDERIC, builder, Leicester. Pet. Dec. 29. Jan. 19, at twelve, at offices of Sol. Owston, Leicester

SLADEN, ELI, bootmaker, Swansea. Pet. Dec. 23. Jan. 12, at two, at the Stag and Pheasant, Leicester. Sol. Lewis, Swansea

SMITH, JAMES, farmer, Old Weston. Pet. Dec. 24. Jan. 20, at two, at offices of Sols. Messrs. Richardson, Thrapston

STANSFIELD, ELIZA, grocer, Springfield. Pet. Dec. 20. Jan. 5, at eleven, at office of Sols. Watson and Dickons, Bradford

STRACHAN, THOMAS MAIRE, clerk in holy orders, Bristol. Pet Dec. 31. Jan. 15, at one, at Messrs. Williams, accountants, Bristol. Sols. Brittan, Press, and Inskip, Bristol

THOMPSON, WILLIAM OSWELL, clerk in holy orders, Slough. Pet. Dec. 29. Jan. 15, at twelve, at the Guildhall coffee house, Gresham-st. Sols. Barrett and Dean, Slough

TRIER, JEAN, commission agent, Noble-st. Pet. Dec. 30. Jan. 28, at one, at office of Sols. Van Sandau and Cumming, King-st, Cheapside

TURNER, JOHN, farmer, Edwalton. Pet. Dec. 29. Jan. 20, at twelve, at office of Sol. Brittle, Nottingham

TURRELL, ALFRED, builder, Whitehead's-gr, Chelsea. Pet. Dec. 23. Jan. 9, at three, at office of Graham, accountant, John-st, Bedford-row. Sol. Turner, Lawrance-la

TYRRELL, JAMES, clothier, Harrow-on-the-Hill. Pet. Dec. 29. Jan. 16, at two, at offices of Sols. Clapham and Finch, Bishopsgate-st-without

WARR, JOSEPH, retail brewer, Tipton. Pet. Dec. 29. Jan. 13, at eleven, at office of Sol. Travis, Tipton

WHITE, ISAAC ROBERT, blacksmith, Wroot. Pet. Dec. 16. Jan. 13, at twelve, at office of Sols. Shirley and Atkinson, Doncaster

WILKINSON, HENRY, mechanic, Burnley. Pet. Dec. 29. Jan. 17, at eleven, at office of Sol. Baldwin, Burnley

WORDINGHAM, JOHN, farmer, Old Buckenham. Pet. Dec. 29. Jan. 14, at two, at office of Sols. Winter and Francis, Norwich

WORTHINGTON, ALFRED, photographer, Aberystwith. Pet. Dec. 23. Jan. 15, at twelve, at office of Balden, Southampton-bldgs, Chancery-la. Sol. Jones, Aberystwith

WOOTTON, WILLIAM, plumber, Shefford. Pet. Dec. 29. Jan. 14, at twelve, at the Inns of Court hotel, Holborn. Sol. Conquest, Bedford

WRIGHT, JOHN, boot manufacturer, Denmark-house, King's-pl, Commercial-rd-east. Pet. Dec. 30. Jan. 19, at two, at office of Sol. Chalk, Moorgate-st

Gazette, Jan. 6.

ALLSWORTH, RALPH JOSEPH, grocer, Brompton. Pet. Jan. 2. Jan. 21, at three, at offices of Sol. Bassett, Brompton and Rochester

ANDERSON, EDWIN, tobacconist, High-st, Islington. Pet. Dec. 22. Jan. 17, at two, at offices of Sol. Steadman, Coleman-st

BALLS, HAROLD GRIFFIN, CURTIS, GEORGE, curriers, Cambridge. Pet. Jan. 3. Jan. 20, at three, at offices of Nicholson, London-bridge Railway-approach, Southwark. Sols. Ellison and Burrows, Cambridge

BLACKBURN, JOHN, joiner, Barnfield. Pet. Dec. 31. Jan. 20, at eleven, at 30, Fore Bondgate, Bishop Auckland. Sol. Maw, jun.

CADMAN, WILLIAM EMMOTT, and CADMAN, WALLACE, print cutters, Lister-mews, Holloway-rd, Pet. Jan. 1. Jan. 16, at twelve, at offices of Sol. Chubb, Bucklersbury

CHAMBERLAIN, HUGH GOODMAN, fancy hosiery manufacturer, Leicester. Pet. Jan. 1. Jan. 19, at three, at office of Sol. Owston, Leicester

CHEALE, JOHN, builder, Uckfield. Pet. Jan. 2. Jan. 17, at twelve, at the Bear hotel, Cliffe

CHILDS, JONAH, builder, Haberdasher's-st, Hoxton. Pet. Dec. 31. Jan. 17, at eleven, at office of Booth, Lincoln's-inn-fields

CLARK, WILLIAM ROBERT, cheesemonger, Westmoreland-rd, Camberwell-rd. Pet. Jan. 2. Jan. 17, at two, at office of Sol. Holmes, Eastcheap

DAVIES, WILLIAM JAMES, furniture dealer, Cardiff. Pet. Jan. 2. Jan. 20, at two, at office of Barnard, Thomas, Clarke, and Co., accountants, Cardiff. Sol. Stephens, Cardiff

DAVIES, WILLIAM, late grocer, Swansea. Pet. Jan. 1. Jan. 22, at three, at office of Sol. Morris, Swansea

DIXON, RICHARD, miner, Brandon Colliery. Pet. Jan. 2. Jan. 28, at eleven, at the Station hotel, Durham. Sol. Brignall, jun., Durham

DU PRE, EDWARD, Clerk in Holy Orders, Northampton. Pet. Dec. 19. Jan. 15, at twelve, at the Wentworth hotel, Peterborough. Sol. Stapleton

EALES, ELLEN, dealer in fancy goods, Birmingham. Pet. Dec. 29. Jan. 16, at twelve, at offices of Slade, accountant, 6, Cherry-st, Birmingham. Sol. Kennedy, Birmingham

ESSER, AUGUSTUS, importer of fancy goods, Manchester. Pet. Jan. 2. Jan. 21, at two, at office of Sol. Phillips, Manchester

FREELING, JAMES EDWARD, gentleman, Bideford. Pet. Jan. 2. Jan. 19, at twelve, at Bath House, Bideford. Sol. Smale

GILBERTSON, RICHARD, baker, Liverpool. Pet. Jan. 3. Jan. 21, at three, at office of Sol. Ponton, Liverpool

GIBSON, MARTHA, widow, Bishopston, par. Horfield. Pet. Jan. 2. Jan. 21, at twelve, at office of Hancock, Triggs, and Co., public accountants, Bristol. Sol. King, Bristol

GOODWINS, JOSIAH, and GOODWINS, STEPHEN, millers, King's Lynn. Pet. Jan. 2. Jan. 27, at two, at office of Sol. Vernede, Craven-st, Strand

HALL, HENRY JOHN, and DYER, JAMES, drysalters, Monckton Combe. Pet. Jan. 3. Jan. 19, at one, at office of Sol. Wilton, Bath

HERBERT, JOHN EDWARD, machine maker, Bradford. Pet. Jan. 1. Jan. 20, at eleven, at office of Sols. Peel and Gaunt, Bradford

HICKS, THOMAS, draper, Bristol. Pet. Jan. 3. Jan. 14, at two, at office of Sol. Beckingham, Bristol

HOLSTINS, NILS WILHELM, licensed beer seller, Falmouth. Pet. Jan. 2. Jan. 20, at three, at office of Sols. Genn and Naider, Falmouth

HUNTER, LEONARD, hotel keeper, Worthing. Pet. Dec. 31. Jan. 22, at two, at offices of Clennell, solicitor, Great James-st, Bedford-row. Sol. Brandreth, Brighton

JAMES, JAMES FISON, baker, Ilfracombe. Pet. Jan. 2. Jan. 20, at two, at office of Sol. Thorne, Barnstaple

JEAVONS, JOB, out of business, Dudley. Pet. Dec. 30. Jan. 15, at twelve, at offices of Sol. Jaques, Birmingham

JEPHCOAT, GEORGE, hosier, Birmingham. Pet. Jan. 2. Jan. 28, at three, at office of Sols. Rowlands, Bagnall, and Rowlands, Birmingham

JONES, HERBERT, bricklayer, Earnley. Pet. Jan. 1. Jan. 19, at three, at offices of Sol. Janman, Chichester

JONES, RICHARD, boot manufacturer, Birmingham. Pet. Jan. 1. Jan. 20, at eleven, at office of Sol. Duke, Birmingham

JORDAN, FREDERICK POYNER, tailor, Gloucester. Pet. Jan. 3. Jan. 23, at twelve, at the Bell hotel, Gloucester. Sol. Smith, Gloucester

LEAKE, THOMAS, upholsterer, Preston. Pet. Jan. 1. Jan. 16, at two, at Messrs. Watson, Auction Rooms, Fishergate-st, Preston. Sols. Cunliffe and Watson, Preston

MARRIOTT, JOSEPH, commercial clerk, Camberwell New-rd. Pet. Jan. 3. Jan. 20, at two, at offices of Sols. Messrs. Lindo, King's Arms-yd, Moorgate-st

MILLARD, JAMES DODDRELL, tailor, Cheltenham. Pet. Jan. 3. Jan. 20, at three, at offices of Sol. Wheeler, Cheltenham

MURRAY, JOHN, ironmonger, Manchester. Pet. Jan. 1. Jan. 16, at three, at the Swan inn, Manchester. Sol. Whitlow, Manchester

NORTON, WILLIAM, butcher, Walsall. Pet. Jan. 3. Jan. 19, at eleven, at office of Sol. Stanley, Walsall

OAKES, THOMAS WILLIAM SMITH, merchant, Austin-friars, and Calcutta. Pet. Jan. 3. Jan. 21, at twelve, at office of Harding, Whinney and Co. Old Jewry. Sols. Johnson, Upton, and Budd, Austin-friars

ROSE, JOHN, timber dealer, New Church-rd, Camberwell, and Union-rd, Rotherhithe. Pet. Jan. 3. Jan. 19, at three, at office of Sol. Sylvester, Great Dover-st, Southwark

ROSE, WILLIAM, cordwainer, Lincoln. Pet. Jan. 1. Jan. 22, at eleven, at offices of Jay, public accountant, Lincoln. Sol. Page, jun., Lincoln

SATTERTHWAITE, SAMUEL, commission agent, Birmingham. Pet. Jan. 2. Jan. 21, at two, at offices of Sols. Maher and Poncia, Birmingham

SHACKLETON, JOHN FARRAR, stone agent, Goole. Pet. Jan. 2. Jan. 23, at three, at office of Sols. Fernandes and Gill, Wakefield

SIMPSON, JOSEPH FREDERICK, manufacturer of patent velvet, Chorlton-upon-Medlock. Pet. Jan. 3. Jan. 21, at three, at office of Sols. Minor, Manchester

SMITHER, CHARLOTTE, grocer, Kew-rd, Richmond, and Chapel-st, Waterloo-st, Hammersmith. Pet. Dec. 23. Jan. 15, at three, at the Guildhall Coffee house, Gresham-st. Sols. Chipperfield and Sturt, Trinity-st, Southwark

TAPPENDEN, EDWARD, draper, Torquay. Pet. Jan. 2. Jan. 26, at twelve, at office of Sols. Messrs. Carter, Torquay

TOWLE, JOSEPH, greengrocer, Hanley. Pet. Dec. 31. Jan. 15, at quarter-past ten, at offices of Sol. Hollinshead, Tunstall

TROIT, THOMAS, builder, Yarcombe. Pet. Dec. 24. Jan. 15, at one, at the Drake's Arms, Yarcombe. Sol. Tweed, Honiton

WARD, ESTHER LEONARD, lodginghouse keeper, Scarborough. Pet. Dec. 29. Jan. 17, at eleven, at office of Sol. Williamson, Scarborough

WILLIAMS, HENRY BULTIEL, upholsterer, Leamington. Pet. Dec. 29. Jan. 19, at three, at office of Cooper, Craig, and Co., public accountants, Cheapside. Sols. Ashurst, Morris, and Co, Old Jewry

Dividends.

BANKRUPTS' ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

D'Alterac, J. M. third, 13s. 8d. on old proofs, and third, second, and third of 20s. At office of O.A. Paget, Basinghall-st.—*Fairhall*, E. J. farmer, first, 6s. 8d. At office of O.A. Paget, Basinghall-st

Dykins, G. plumber, second and final, 4d. At Trust. H. Bolland, 10, South John-st, Liverpool.—*Hoseltine*, J. jun., grocer, 2s. 3d. At Trust. W. Butcher, 73, Princess-st, Manchester.—*Houlden*, E. wool merchant, second, 2s. At Trust. J. Routh, Royal Insurance-bldgs, Park-row, Leeds

Orders of Discharge.

Gazette, Dec. 30.

SEAMAN, EDWARD CLEVELAND, attorney and solicitor, Kingston Russell-pl, Oakley-sq

BIRTHS MARRIAGES AND DEATHS

BIRTHS.

BADDELEY.—On the 5th inst., at 28, Widmore-road, Bromley, Kent, the wife of F. P. Baddeley, solicitor, of a daughter.

BULLEN.—On the 27th ult., at 2, Belsize-road, South Hampstead the wife of E. U. Bullen, Esq., barrister-at-law, of a daughter.

DEATH.

ARMSTRONG.—On the 29th ult., at 7, Upper Wimpole-st, aged 77, Benjamin John Armstrong, Esq., J.P. for the county of Middlesex and for Westminster, and Deputy-Lieutenant.

To Readers and Correspondents.

A. C.—Send your name and address to the Editor of the Solicitors' Department.
Anonymous communications are invariably rejected.
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The Law and the Lawyers.

RUMOURS affecting the law have been unusually prevalent during the week, and the most important turns out to have been unfounded. It was stated confidently that Mr. AMPHLETT, Q.C., of the Chancery Bar, had been appointed to the vacancy in the Court of Exchequer. Whether this may ultimately be the case it is impossible to conjecture, but we can say positively that the appointment had not been made when we went to press. Some surprise, and a little consternation was produced in Westminster Hall when this rumour spread, for, the Judicature Act notwithstanding, it is considered that Judgeships in the Common Law Courts ought to be given to members of the Common Law Bar. We certainly agree in this, and Mr. AMPHLETT's appointment would be regarded simply as a reward to a political supporter.

IT is stated that the LORD CHANCELLOR does not intend to create the new batch of silks until after the spring circuits. His Lordship, we hear, was prepared to make an exception in favour of Mr. COHEN, but that learned gentleman declined to accept the invidious distinction.

The development of dramatic incidents in legal proceedings must be considered as somewhat alarming. Two matters are now before the public which are of great interest and importance—the Tichborne case and the Taunton petition, and in both the audience has forgotten itself, and the presiding judge has intimated that a court of law is not a theatre. But applause and immoderate laughter are contingencies which cannot always be provided against, and surprise would hardly be excited by both being indulged in at reasonable intervals. The licence accorded to the Tichborne defendant has, however, clearly demoralized him, for at the close of his counsel's address he delivered himself as follows:—"Doctor, I tender you my very sincere thanks for the very able manner in which you have defended me; and I hope I shall soon be able to clear off some of the 600*l*. I am still indebted to you." The learned counsel bowed his acknowledgments, but the extraordinary compliment thus publicly tendered was unhappily spoiled by the reference to pecuniary matters. The honoraria upon which a barrister is supposed to keep up a gentleman's establishment should never be paraded before the public eye in the prosaic form of £ s. d, and the defendant certainly shewed himself anything but a consummate actor. The incident is altogether shocking to professional feelings and to our sense of decorum. but we do not see our way to suggesting any plan for preventing the recurrence of similar manifestations.

AN important practical question was decided in *Elmer* v. *Creasy* (29 L. T. Rep. N. S. 632), in which it was held that a mortgagee in possession, defendant in a redemption suit, who admits himself to be redeemable, cannot decline answering interrogatories as to the state and particulars of the account. The LORD CHANCELLOR pointed out that the rule as settled by Lord ELDON was that a defendant, submitting to answer (even when he altogether denied the plaintiff's title) must answer fully even as to consequential matters of account. In *Elmer* v. *Creasy* one of the objects of the suit was to obtain accounts before the decree. Lord SELBORNE reviewed the authorities which seem to have thrown some haze over the practice, and said finally, "We are not now called upon to determine whether the defendant must, in answer to these interrogatories, set forth as full and detailed a statement of all the items of the account as he might be obliged to give under a decree of redemption. The court may be trusted to exercise a proper control over any attempt on the plaintiff's part to press for any such minuteness of account as would be either vexatious or unreasonable, as indeed, it can do in any case in which it is satisfied that any kind of discovery is required vexatiously or oppressively: (*Reade* v. *Woodrooffe*, 24 Beav. 425). But the present question is whether the defendant is entitled to refuse to answer at all, before decree, as to these matters. The VICE-CHANCELLOR has decided that he is not, and with that decision we agree."

THERE are unconscionable people who think that magistrates have already as large a jurisdiction as it is advisable to confer upon them, and indeed a certain section of the public is so wanting in appreciation of the gratuitous services of these judges that to a certain extent justices' justice has become a proverb. We can easily understand therefore that the proposition of a Somersetshire magistrate that magistrates should preside over Courts of Conciliation in aid of the County Courts will be regarded with a certain amount of consternation. One half of the business entered in a Somersetshire County Court is, it appears, settled out of court. For some incomprehensible reason, the Somersetshire magistrate considers that this is a serious evil. The proposal to deal with disputes by means of a paternal Court of Conciliation is thus put forward by the magistrate in a local paper: "People take their little disputes to the County Court, and, after having spent much hard-earned money and wasted much valuable time, after having publicly exposed their secret affairs, and given provocation to the gossip of friends, and the malice of the ill-natured, they learn to their mortification that there was really nothing to fight about. A few questions by an intelligent, patient, and sympathising magistrate, would, at the outset, before the difference had been deepened by long delays, and by exasperating formalities into a bitter quarrel, have thrown much needed light upon the difficulty, and perhaps facilitated a reconciliation on the spot." We thought from the first portion of the letter that the grievance was that so many cases were settled out of court. But it appears from the above that it is the public contention affording gossip to the neighbourhood which is the evil to be got rid of. In short, the proposal is to substitute Courts of Conciliation for the County

Courts. Such a proposition cannot be listened to. We venture to think that "little disputes" in County Courts do not involve the expenditure of "much hard-earned money" or "much valuable time." The tribunals are cheap and speedy, and we should be very sorry to see the great unpaid substituted for our County Court Judges. Magistrates would do wisely in attending to the work given them by the Legislature, without endeavouring to find new fields of labour.

THE administration of the law has lost a very faithful and most able servant in Mr. GEORGE C. OKE, the Chief Clerk to the LORD MAYOR. The office which he filled is one of considerable responsibility and difficulty, because every year the chief clerk at the Mansion House has to guide a new chief magistrate. Mr. OKE was in effect, the legal assessor of the Mansion House, and was probably as powerful on matters of law as Her MAJESTY'S Judges sitting with aldermen at the Old Bailey. Probably also he was not surpassed by any living lawyer in his knowledge of criminal law and the practice of magistrates courts. He long since made a literary reputation by his "Magisterial Synopsis," the eleventh edition of which was published in 1872. His "Magisterial Formulist" has reached a fourth edition, and in addition to these works, he published treatises on the Laws of Turnpike Roads, the Game and Fishery Laws—both of which are in their second edition—and on the Licensing of Inns, &c. Mr. OKE must have led a life of severe labour, and he died at a comparatively early age. We estimate his works so highly that we considered we owed to his memory something more than the ordinary tribute of our obituary column. The office vacated by Mr. OKE will doubtless be the object of severe competition. Among the first to announce his candidature is Mr. THOMAS COUSINS, at present magistrates' clerk at Portsmouth, a gentleman admitted in 1854, and who, judging from contributions which he has furnished to these columns, has a very extensive knowledge of criminal law and practice.

LORD ROMILLY held another sitting in the European Assurance Arbitration last week. One of the cases heard belonged to a class in which there has been some conflict of authority—namely, the validity of the transfer of shares to a pauper transferee. The transferee was found by a share-broker, and due notice was given of the intention to transfer to "GEORGE GILBERT, gentleman," and the consideration was stated as £29 10*s.* paid to the transferee. The transferee was approved of by the directors, and the transfer registered. It turned but that GILBERT was a pauper coach-driver, and that he had received £7 only, the remainder of the £29 10*s.* going partly to a transfer clerk of the company and partly to the sharebroker. Lord ROMILLY indicated his intention of placing the transferor on the list of contributories in the winding-up, on the ground, it would seem, that the directors were not aware that the whole of the consideration was not actually received by the transferee. In the *Anglo-Australian Company's case* his Lordship has decided that the covenant to indemnify given by the British Provident Life and Fire Assurance Society to the Anglo-Australian and Universal Family Life Assurance Company, on the amalgamation of the two companies, is not limited to the subscribed capital of the society. The grounds of two previous decisions were relied on—viz., one of Lord CAIRNS in the Albert Arbitration (*Re Indemnity Claims*, Reilly's Alb. Rep. p. 17) and one of Lord WESTBURY in the European Arbitration (*Re British Nation Indemnity Claims*, L. T. European Rep. p. 4), but a different result was arrived at. The sitting is now adjourned until the end of this term.

SIR CHARLES DILKE has mounted a hobby which, for the sake of his reputation, he must ride to death. The reduction of the Civil Service estimates is a subject to which he appears to have devoted an amount of attention which ought to qualify him to inaugurate reforms. He began with the Royal Family, and he has at length reached—sublime consummation!—judges' clerks. Referring to the evidence given before the Select Committee, Sir CHARLES said, "In the course of the examination it was shown that the higher clerks of the judges are paid at so extravagant a rate for duties almost non-existent, that the practical effect was to enable men high up at the Bar to have their work done for them in the anticipation of those sinecures at a lower rate than they would otherwise have it done for, on the assumption that the leading men at the Bar would subsequently be Judges, and that therefore those clerks would be paid out of the public pocket." Has Sir CHARLES DILKE any notion of the manner in which barristers' clerks are paid? When we inform him that before their employers are made Judges, clerks are paid out of the public pocket quite as much, and sometimes more than they get from their "sinecures" as Judges' clerks, he may possibly be surprised. A barrister "high up in his profession" does not pay his clerk anything, and certainly no bargain is made between them with a view to the possibility—remote in all cases save those of the law officers of the Crown—of the barrister being promoted to the Bench. The suitor pays the clerk's fee independently of the fee to the barrister, and thus it will be seen that Sir CHARLES DILKE's quibble is based upon a mistaken hypothesis. The hon. baronet is altogether wrong in supposing that Judges' clerks have nothing to do, and the excuse for any outcry is completely taken away by the Judicature Act, which has revised the remuneration to be given to officials connected with the Judges. The leading journal has described Sir CHARLES DILKE as ransacking the contents of a forgotten chest discovered in a neglected hay loft. Not only so, but it would seem that he has no leisure to discover that the abuses which he embellishes and holds up to our eyes, are either in course of abolition or of no public moment or interest whatever.

WHEN the Judicature Act was, as a Bill, passing through the House of Commons, we predicted determined opposition to sects. 64 and 65. They are what we termed the "district registry" clauses of the measure, and they transfer to offices scattered over the face of the country a large amount of business which has hitherto been done in London in connection more particularly with common law actions. Why action was not taken to amend or expunge these sections when they were only clauses in a Bill we do not understand—we urged it strenuously enough. We thought it more particularly to the interest of London agents that the transfer of preliminary steps in common law actions to the country should not take place, but it will appear by a circular, which we reproduce elsewhere, that country solicitors see that the operation of the Act will be very inconvenient. The signitaries of that circular dislike the prospect of being compelled to employ casual agents in cases where their clients are defendants. They would much prefer to employ their well-known London agents, and if the work is to be done at a distance they would prefer that it should be done in London. The proposal made is that the operation of sect. 64 should be so modified that a defendant residing three miles from the district registry, who swears that he has a good defence, may, as of course, transfer the proceedings to the principal registry. Under the Act such transfer can only be made upon the order of a Judge. There is a rumour that the operation of the Judicature Act will be postponed for twelve months. Defects are showing themselves which seem to render this desirable, apart from the probability that the rules could not be prepared with thoroughness in the limited time now at the disposal of the draftsmen.

A SOMEWHAT important question with reference to the operation of the bankruptcy of a prisoner upon an order of a criminal court for the payment out of the prisoner's moneys of the costs of the prosecution, was raised in *Reg* v. *Roberts* before the Queen's Bench last Michaelmas Term, and reported by us to-day. A fraudulent stockbroker having become bankrupt, all his property, of course, became vested in his trustee. The bankruptcy took place between the date of his apprehension and conviction. Sect. 3 of the Act to abolish forfeitures for treason and felony (33 & 34 Vict. c. 23), provides that it shall be lawful for any court by which judgment shall be pronounced or recorded upon the conviction of any person for treason or felony in addition to such sentence as may otherwise by law be passed to condemn such person to the payment of the whole or any part of the costs or expenses incurred in or about the prosecution and conviction for the offence of which he shall be convicted. The order was rightly made, and the question was whether the trustee under the bankruptcy was entitled to the money in the possession of the prisonor at the time of his arrest. The court intimated that if the bankruptcy had taken place before the apprehension, there might be some doubt; but as it took place afterwards, the order of the court operated upon the money in the prisoner's possession at the time of his arrest. Mr. Justice BLACKBURN, however, was careful to guard himself against saying that money not the prisoner's own found in his possession would be affected by such an order. He said, "I wish to guard against being supposed to say that simply because money is found on the person of a prisoner at the time of his apprehension, the Criminal Court may make an order for the payment of the costs of the prosecution out of it. I am inclined to think that if moneys belonging to someone else are found in his possession, *e.g.*, if the person arrested is a banker's clerk carrying a bag of gold to the bank, the banker who is the owner of the money would have a right to interfere in such a case against any order being made. I also wish to guard myself against being supposed to decide that if the prisoner was adjudicated bankrupt by reason of an act of bankruptcy committed before his arrest, the trustee might not have a right to intervene. Nothing appears in the present case to raise this point. So far as appears the prisoner at the time of his arrest was in possession of moneys which he might have disposed of in any way he pleased."

SALES BY TRUSTEES.

THE question what protection trustees are entitled to claim from their character as such in acting as vendors of property, is one of general importance, which is usefully illustrated by a recent case in which Vice-Chancellor Malins and the Lords Justices differed in their views—as unfortunately too frequently happens. In the

court below the case of *Dance* v. *Goldingham* is reported 28 L. T. Rep. N. S. 391, and in the Lords Justices Court, 29 L. T. Rep. N. S. 166. We may mention that the case is additionally interesting by reason of some observations of Lord Justice James on the costs incurred in consequence of reckless allegations of fraud which were made but abandoned.

There was a sale of land by trustees, and amongst the conditions of sale were the following: "(4.) All recitals and statements in abstracted instruments, and in the particulars of sale shall be accepted as conclusive evidence of the matters recited, stated, or referred to. (5.) The title to the several lots shall commence with an indenture dated the 12th March 1858, under which the premises became vested in the vendors as trustees for sale, and no earlier or other title shall be called for or required except at the purchaser's expense in all things, and as the vendors are trustees for sale, they shall not be called upon to enter into any other covenant than that they have done no act to encumber."

In the indenture of 1858 a settlement of 1819 was recited which conveyed a certain estate to trustees for the term of 500 years upon trust in the events which happened to raise the sum of 3000*l.* for the portions of the children of the marriage as therein mentioned and subject thereto the estate stood limited to the use of the husband and wife for their respective lives, with remainder to their first and other sons in tail. The trustees were unable to discover this settlement of 1819, and therefore inserted the fifth condition in the conditions of sale. By the deed of 1858, in the events which happened, the plaintiff in the suit became entitled to one thirty-fifth share of a residue of the proceeds of the estate, which was a very small amount. A person became the purchaser of the estate who knew of the existence of the deed of 1819.

The principal ground relied upon by the bill was that the fifth condition of sale was unnecessarily depreciatory, as a good marketable title could be deduced by the vendors from a date anterior to the year 1858, and that the conditions had materially prejudiced the sale, and prevented various persons from bidding, and that in consequence the property had been sold at less than its market value. The sale was also impugned on the ground of fraud, and also on the ground of insufficient advertisements, but neither of these grounds was sustained.

The Vice-Chancellor came to the conclusion that by the exercise of ordinary diligence the deed of 1819 might have been found, and disapproved of the condition inserted in the conditions of sale. But going thus far he hesitated to decide that the sale was to be set aside as against an innocent purchaser. "With regard to the duties of trustees," his Honour said, "there is very considerable difficulty in this case; because, although there may be a remedy against the trustees, a man who attends a public auction bids for property under certain conditions to which he is not party or privy, the motive for introducing which he knows nothing of, and it is very difficult to say, that if the conditions are unduly restrictive, the purchaser who attends the auction must necessarily lose the advantage of his purchase. I do not think the doctrines of this court go to that extent."

The Vice-Chancellor fully recognised that where the purchaser had been mixed up with the irregularity of the trustees he could not receive the benefit of his purchase; but he held that the fact of his knowledge of the existence of the deed of 1819—knowledge which others might have acquired by due diligence—did not affect his purchase. The right of the *cestui que trust* to file a bill in such a case was clearly upheld by the Judges in both courts; and the Lords Justices were particularly emphatic in saying that, however small the interest of the *cestui que trust*, the right would still exist. Consequently, the point was reduced to this—was the sale so conducted as to bind the *cestui que trust?*

As we have said already, the Vice-Chancellor recognised the negligence of the trustees in not discovering the deed of 1819, but he considered that the condition of sale objected to was not so prejudicial to the property as to call for the exercise of the power of the court to deprive an innocent purchaser of his purchase. Some cardinal doctrines were laid down in the judgment of Lord Justice James which should be carefully considered—(1) The *cestuis que trust* have a right to have their property sold without anything being done which is calculated to depreciate it. (2) The purchaser under a mere contract of purchase is not entitled to insist upon a transaction being completed which, as between the *cestui que trust* and the trustees, is a breach of trust. If, the Lord Justice reasoned, the contract of purchase was one which could not be enforced against the purchaser as having its origin in a breach of trust, neither could he claim the performance of it.

The Lords Justices were most particular in the protection which they threw around the plaintiff, holding that it would be *pessimi exempli* to say that where a breach of trust has been committed against a *cestui que trust* interested in a very small share of the trust property, the loss sustained by him by reason of the breach of trust is so small that it is not sufficient to justify a Chancery suit. Upon this point there can hardly fail to be general concurrence; but the position of a purchaser under such circumstances seems to be one of considerable hardship. True, he was reminded that he had a remedy against the trustees, but what remedy the court did not proceed to say.

TRUSTEES AND THE COMMUTATION OF EAST INDIA STOCK.

HALF or nearly half of the City article of the *Times* of the 14th inst. consists of criticisms and correspondence in relation to the conditions offered by the India Office to the proprietors of East India Stock for the commutation of their holdings. This stock, amounting to £6,000,000, bears, under the 3 & 4 Will. 4, c. 85, a ten and a half per cent. dividend, and is made liable to redemption at the rate of £200 sterling for £100 stock on or after the 30th April 1874, on twelve months' notice in writing signified by the Speaker of the House of Commons by the order of the House given to the East India Company. Such notice having, as we presume, been duly given for the 30th April next, the Secretary of State for India, acting, or assuming to act, under the powers conferred by the 36 Vict. c. 17, by a circular or advertisement of the 3rd inst. offered in lieu of £2,350,000 of the said stock £3,000,000 Reduced £3 per cent. Annuities at the rate of £220 Reduced £3 per cent. Annuities for £100 East India Stock, and £2,000,000 India Four per Cent. Stock redeemable in 1888 at par, being at the rate of £200 of such stock for £100 East India Stock. It was announced in the same circular that the applications of proprietors for either of the above stocks would receive attention in the order in which such applications should be received at the India Office; and that so much of the East India Stock as exceeded the £2,350,000, and so much of that amount as did not come in for commutation under the circular, would be paid off in cash on the 30th April. The 31st of the present month was fixed as the last day for receiving assents.

East India Stock being one of the stocks in which trustees have been by law empowered to invest, the issuing of the circular would in many cases put trustees on an inquiry whether they would be safe in accepting it. There can be no question that both the stocks offered by way of commutation are stocks which trustees (unless expressly forbidden by the language of their trusts) might have purchased in the open market with funds under their control. In the case of the India £4 per Cent. Stock the point is expressly provided for by 36 Vict. c. 32, s. 16. Purchase, however, differs from commutation, and the 36 Vict. c. 17, s. 12, expressly requires a trustee, executor, or administrator to obtain the direction of a Judge of the Court of Chancery in England or Ireland, or of the Court of Session in Scotland, before assenting to a commutation in cases where all persons beneficially interested, do not consent in writing, or are under legal disability, or if the trust be such that persons yet unborn may become interested. As has been pointed out in the money article of the *Times*, this section will operate as a trap for unwary trustees; and as to cautious trustees desirous of commuting, but unwilling to do so without the sanction of the court, the delay incident to an application to the court, even if an order should be obtainable before the end of the present month, will so far prejudice them in the race for priority that the sanction of the court after all the trouble and cost of obtaining it, will probably be altogether nugatory. To what extent however is a trustee who disregards the requirements of the 12th section and commutes without the direction of a Judge liable as for a breach of trust? The answer to this question we apprehend must depend on the price of the stock accepted in commutation on the 30th April next. If the stock so accepted be then less in amount than the redemption value of the East India Stock (£200 per centum) would suffice to purchase in the market, for the difference in value a trustee would, we think, be clearly accountable. If, however, at that date the difference in value were in favour of the stock accepted in commutation, but the price of the stock afterwards fell, and the difference were the other way, the question of the liability of the trustee would, it might fairly be argued, depend on whether the fact of the stock accepted in commutation being a stock which a trustee would be justified in purchasing and holding would exonerate him from a fall in price occurring subsequent to the 30th April. Unless on the ground that the original breach of trust had not been purged, we think a trustee would not be liable for a fall in price; and we think also that the doctrine of non-purgation of a breach of trust would be carried to an extreme and unreasonable extent, if applied to such a case.

Since writing the above we observe that it has been notified by the India Office that applications for the full amount of £2,000,000 India Four per Cent. Stock have already been received.

DUTIES PAYABLE BY REASON OF DEATH.

(*Continued from p.* 158.)

THE fifth case to which we shall refer, viz., *The Executors of Perry* v. *The Queen*, relates to probate duty, and the facts of which were as follows:—R. P., by his will made in 1857, in effect gave all his real and personal property to his son, C. P., and appointed him sole executor. C. P., by his will made in 1864, gave all his real and personal estates to the suppliants and another upon certain trusts for the benefit of his children and others, and the suppliants were appointed executors. C. P. died in 1864 and R. P. in January 1865, and at the death of the latter the children of C. P. were all living. The suppliants proved the will of C. P. in March 1865, swearing the value of the personal estate under 60,000*l.*, and they

paid a stamp duty of 750*l*. The suppliants also obtained a grant of letters of administration with the will annexed to the estate of R. P., swearing his estate under 70,000*l*., and they paid a stamp duty of 900*l*. It was subsequently, however, ascertained that the estate of R. P. was under the value of 60,000*l*. The personal estate proper of C. P. was of the value of 900*l*. only, and his debts exceeded that sum. The suppliants had, however, treated the residuary personal estate of R. P. as part of the estate of C. P., but afterwards considering they had improperly included it in their estimate for probate as it was not the property of C. P. at the time of his death, they presented a petition for a return of the duty.

The case turned upon the construction of the 33rd section of the Wills Act (1 Vict. c. 26), which enacts that where any person, being a child or other issue of the testator, to whom any real or personal estate shall be devised or bequeathed for any estate or interest not determinable at or before the death of such person, shall die in the lifetime of the testator, leaving issue, and any such issue of such person shall be living at the time of the death of the testator, such devise and bequest shall not lapse, but shall take effect as if the death of the such person had happened immediately after the death of the testator, unless a contrary intention appear by the will.

The court considered that the bequest to C. P. was to take effect as if he had survived his father, and that if he had actually survived probate duty would have been payable, and therefore it was payable.

Although perhaps the decision of the court is legally and technically correct, it cannot for a moment be assumed that the framers of the Act contemplated such a liability when they framed the section. Previously to the passing of the Wills Act if a legatee or devisee died in the testator's lifetime, the gift to such legatee or devisee absolutely lapsed. It was, however, considered hard that grandchildren should not take the interest given to their parents by their grandfather's will, and the clause in question was inserted in the Wills Act. Upon its face it bears evidence that it was drawn with a view of benefiting the children of the deceased child, and the children alone, for the legacy is only to take effect in the double event of the children surviving the testator as well as their parent. We presume at the time it was considered best to leave the mode of distribution to the child, but whether wisely or not is doubtful. The effect of the section is to give a deceased child, who leaves a child who survives his grandfather, absolute power of disposition over the property, so that it not only becomes liable to the payment of his debts, but may be left by his will so that his child may never obtain any part of it, and it appears from the case under consideration that others besides the children were beneficially interested under the will. It appears to us that it would have been better to have provided that the issue who survived the child should take the benefits intended for him.

So far as regards the question of duty the effect of the section appears preposterous, as it causes probate and legacy duties, and probably succession duty to be payable in respect of property to no interest in which a man was entitled at the time of his death. Let us suppose a simple case: A. has two sons, B. and C., equally between whom he leaves the whole of his property. B. dies intestate in his father's lifetime, leaving an only son, D., who survives A. But for the Wills Act, D., as the son of the eldest son of B., and consequently A.'s heir-at-law, would have taken the share of the realty given to B., and D. would also have taken one-fourth of A.'s personal estate. Probate duty would have been payable under A.'s will, and D. would have paid succession and legacy duty at one per cent., upon the real and personal property passing to him. By the operation, however, of the Wills Act, D. takes one-half of the real and personal estate of A., subject however to the payment of the following duties, viz., probate duty under A.'s will, and legacy duty at 1 per cent., under A's will, and succession duty at 1 per cent., calculated upon the basis of the age at which B. would then have been, the fiction making B. survive the testator, and sect. 21 of the Succession Duty Act by the aid of the fiction making the duty payable as if B. had been in existence, and if he had then been in existence his death would not have caused a cesser of the duty so all the instalments must be paid. In addition to which there would be probate duty, and legacy, and succession duties under the intestacy of B.

Doubtless the proposed effect of sect. 33 was a boon to a portion of the public, but why should they pay so dearly for it? Why should the public in doing what was simply an act of natural justice fetter the gift with such heavy conditions? We think the matter only requires to be properly stated and an alteration will take place in the law. As the issue of the deceased child are the only objects considered worthy of notice, it seems to us that the desired end would best be attained by providing that where any person, being a child or other issue of the testator to whom any real or personal estate shall be devised or bequeathed for any estate or interest not determinable at or before the death of such person shall die in the lifetime of the testator leaving issue, and any such issue of such person shall be living at the death of the testator, the lapse of such devise or bequest shall operate in favour of such surviving issue in such and the same manner as it would have done had such issue been the only lineal issue of the testator, unless a contrary intention appear by the will.

The sixth case to which we shall refer, viz., *Attorney-General* v. *Lemas*, has also reference to probate duty. We have not yet received our report of this case, but we gather from that given by the *Times* of the 21st Nov. last that the facts were as follows: B. by will devised and bequeathed his real and personal estates upon trust for conversion and investment of the proceeds to be held upon trust, after payment of certain legacies and annuities, for B.'s children on their attaining the age of twenty-one years with a gift over in case of their all dying under that age. B. left an only child, a daughter, C., who died, unmarried, under twenty-one, and the gift over failed to take effect as, we presume, at the death of B., so that at B.'s death C was, as his heiress-at-law and next of kin, absolutely entitled to his real and personal estate, subject to the payment of debts, and the legacies and annuities. At the death of C. the real estate had not been sold, but the Crown claimed probate duty upon its value upon the ground that the direction for sale had caused an absolute conversion in equity for all purposes, and that view was entirely adopted by the court.

As we before remarked, there is at least one instance in which a direction to sell real estate does not effect an out and out conversion even as regards the beneficiaries themselves. The instance to which we refer is in case one of such beneficiaries is a married woman. It is perfectly well known that where a married woman is entitled, under wills and other instruments, dated previously to 1857, to a reversionary interest in personal property, she cannot in any manner (except by fraud: Lush's Trusts, L. Rep. 4 Ch. App. 591) dispose of such interest so as to deprive herself of her equity to a settlement out of the fund upon its falling into possession, or of her right to the fund in case she survive her husband. If, however, the reversionary property consist of realty directed to be sold, a married woman can, with her husband's concurrence, and by deed acknowledged by her, effectually dispose of her interest in the money to arise by the sale: (*Briggs* v. *Chamberlaine*, 23 L. J., N. S., 635, Ch., decided by Lord Hatherley, then Wood, V.C.; and *Tuer* v. *Turner*, 24 L. J., N. S., 663, Ch., decided by Lord Romilly.)

The true principle of conversion seems to us to have been stated by Lord Cranworth in *Taylor* v. *Taylor* (22 L. J., N. S., 743, Ch.), where, after dissenting from the decision in *Phillips* v. *Phillips*, he said: "The result of the authorites is, that where there is a direction to sell real estate, and that the proceeds shall form part of the personal estate, the true construction is that the conversion takes effect so far as is necessary to carry out the objects and intentions of the testator, but when the object fails the direction does not take effect. In case of lapse the personal estate goes to the next of kin, not because the testator intended it, but because the law carries it to them. So as to the real estate, the law gives it to the heir, and the law would do the same if the testator said that his real estate should not go to his heir but omitted to make a valid devise of it." In that case Lord Cranworth decided by reason of the death in the testator's lifetime of one of the legatees of a mixed fund, arising from the conversion of the real and personal estate, that the share of such legatee in the proceeds of the real estate of the testator was to be deemed real estate, and had lapsed for the benefit of the co-heiresses of the testator.

In the case before us, C. obtained the real estate, because she was B.'s heiress at law, and as she could not, being an infant, alter the actual state of the property when it passed to her, and as it was in fact real estate at the time of her death it must, we should think, pass in its actual condition. The conversion did not affect the real nature of C.'s estate, although the trust for sale would, had it been exercised in C.'s lifetime, have changed the property coming to her from realty to personalty. As, however, no change had taken place at her death, the property would pass as real estate to the person who would then be the heir at law of B. if he were the last purchaser.

(To be continued.)

THE LIABILITIES OF HUSBANDS FOR DEBTS CONTRACTED BY THEIR WIVES.

THE subject of a husband's liability for debts contracted by his wife, having recently attracted much attention, we reproduce a portion of a pamphlet published two years ago by Mr. Falconer, a Judge of Welsh County Courts. This pamphlet contains his Honour's exposition of the law applicable to the case then before him. He said:

The law presumes that contracts made by the wife for the supply of articles necessary for the use of the family are made with the authority of the husband, that is, that they are made by her as his agent. As a rule, other contracts made by her must be shown to be made by his express authority; that is, his authority is not implied, and his assent must be distinctly given or obtained. So far back as the year 1703, in the case, *Etherington* v. *Parrot* (Raymond's Reports, 1006), Lord Chief Justice Holt said: "If a husband turn away his wife (that is, without sufficient cause) he gives her credit wherever she goes, and must pay for necessaries for her; but if she run away from him he shall not be liable to any of her contracts, for it is the cohabitation that is the evidence of the husband's assents to contracts made with his wife for necessaries. But if the husband has solemnly declared his dissent that she shall not be trusted, any person that has notice of this dissent trusts her at his peril after, for the husband is only liable upon account of his own assent to the contracts of his wife, of which assent, cohabitation causes a presumption —for the wife has no power originally to charge her husband, but is

absolutely under his power and government, and must be content with what he provides. Here were sufficient necessaries provided, and also the husband had forbidden anyone trusting her, and the notice to the defendant's servant, usually employed by him in his trade, was a good notice to his master the plaintiff—and he, the plaintiff, cannot charge the defendant." In that case the wife was described to be an extravagant woman, who used to pawn her clothes to buy drink, and used to be drunk, and the husband gave notice to the defendant's servant to trust her no more. On that occasion, also, Chief Justice Holt added, what may show the necessity of giving notice to the husband of the dealings of the wife—that if a wife take up silks and pawn them, before they are made into clothes, the husband shall not be liable for the silks, because they never came to his use. (See Comyn's Dig: Tit: *Baron and Feme*: [Q]:—If a wife buy necessary apparel for herself, the assent of the husband shall generally be intended, but, in these days, a tradesman is only safe when he informs the husband that the wife proposes to charge his credit. Lord Abinger, in the case of *Emmett* v. *Norton* (8 C. & P. 510), said, "Where the wife is living with the husband, and in the ordinary arrangement of her husband's household she gives orders to tradesmen for the benefit of her husband and family, and these orders are proper and not extravagant, it is presumed she has the authority of the husband for so doing. This rule is founded on common sense, for a wife would be of little use to her husband in domestic arrangements if she could not order such things as are proper for the use of a house, and for her own use, without the interference of the husband." In another case, *Freestone* v. *Butcher* (9 C. & P. 643), that learned Judge said, "The general rule is that the wife cannot bind her husband by her contract, except as his agent. There are, however, cases in which the juries may infer such agency. In the case of orders given by the wife in those departments of her husband's household which she has under her control, the jury may infer that the wife was the agent of her husband until the contrary appear. So for such articles as are necessary for the wife—such as clothes—if the order is given by the wife, and she is living with her husband, and nothing appear to the contrary, the jury do right to infer agency; but if the order is excessive in point of extent, or, if when the husband has a small income, the wife gives extravagant orders, these are circumstances from which the jury will infer there was no agency on the part of the wife. The tradesman who supplies the goods takes the risk; and, if the bill is of an extravagant nature, such as the husband would never have authorised, that alone would be sufficient to repel the inference of agency. Where a gentleman of the legal profession had a limited income, and his wife incurred debts for millinery to an extravagant amount, the jury found, and they were quite right in so finding, there was no authority on the part of the wife to contract the debt."

The plaintiff in such cases has the burden of proof cast on him, and he is bound to prove that the goods were supplied on the credit and by the authority of the husband. If the thing is out of the ordinary course the jury ought to insist on strict proof. In this last case the jury found for the defendant, under the direction of the Judge. The fact of the husband having sold some of the goods supplied to the wife and received money for them, did not in itself, in point of law, make the husband liable for them—it was only a circumstance for consideration in determining the question, whether, in buying the goods the wife were acting by the authority of the husband or not. The question is, whether the goods were supplied on the credit of the husband, and if the wife were acting as the agent of her husband in the purchase of such things which were necessary for herself and family, her implied authority as such agent being unchecked by the act of the husband.

The inference of non-agency may be presumed when the circumstances under which the debt was contracted are such as the assent of the husband to the contract cannot be presumed: (*Montague* v. *Benedict*, 3 B. & C. 631; *Seaton* v. *Benedict*, 5 Bingh. 28.) In *Montague* v. *Espinasse* (1 C. & P. 359), Lord Chief Justice Abbot said: "Persons parting with goods ought to take some care—for if tradesmen are allowed to trust rashly, any man may be ruined. If the tradesman who wishes to run no risk on the question, whether the purchase is made by the authority of the husband or not, it is his duty, in all cases where the order is large, to ask the husband before the goods are supplied—whether the order was given by his authority or not? In short, the question is, were the goods supplied by the authority of the husband or not? If they were, then, and then only, is the plaintiff entitled to a verdict." In another case (1 C. & P. 505), against the same defendant, that most eminent Judge, Sir J. Holroyd, said: "I am clearly of opinion that a husband can only be liable even for necessaries furnished to his wife when the wife is not supplied by him; and, therefore, if a tradesman supplies her, without first ascertaining that she is not supplied by her husband, or that she has authority from her husband, such tradesman supplies the goods at his own risk. If she is supplied with necessaries by her husband, a tradesman can only recover for such goods as he supplied to her with her husband's assent; and, that the husband did assent must be proved, on the part of the plaintiff, in every action founded on such supply of goods. And to charge the husband, it is not enough that the wife should have asserted that she had her husband's authority; for, if it were, a wife might go to many tradesmen and pretend she had her husband's authority for the orders she gave, and any man might be utterly ruined in a few days by the imprudence of his wife. And Lord Tenterden added, that their decision in this case would be sometimes beneficial to husbands, fathers, and friends; but it would be most beneficial to those who have goods to sell, as it will make them more cautious of letting their goods go from their hands without knowing who will pay for them; and, he added, that the experience of courts of justice shows us, that persons very frequently indeed have sold their goods without the slightest chance of ever getting paid the price for them."

In the case of *Atkins* v. *Curwood* (7 C. & P. 756), it was held that if a married lady, who has sufficient clothes, go contrary to her husband's wish to a watering-place, and go to balls, and for that purpose orders dresses, some of them of an expensive kind, and unsuitable to her husband's circumstances, the husband is not bound to pay for any of them, and in an action for the price of the dresses it is immaterial whether the plaintiff knew these facts or not, and whether the clothes the lady had before were paid for or not, and the fact that the husband afterwards saw some of the dresses does not vary the case, if it be shown that he disapproved of the conduct of his wife in ordering them. Lord Abinger told the jury, "It was the duty of the wife to have lived with the greatest economy, instead of that she ordered expensive dresses to go to balls. If you believe on your oaths these things were necessary for this lady, considering the situation and circumstances of her husband, and that she had no supply from any other place, give your verdict for such amount as you think proper; but, if I were in your place, I should not hold out such an example—an example, the consequence of which may be that any man may be consigned to a prison by the extravagance of his wife." Again, in the case of *Spreadman* v. *Chapman* (8 C. & P. 371) Lord Denman said: "The defendant in this case is only liable on an implied contract, and it is not for him to prove having given notice to the plaintiff not to supply goods to his wife, but for the plaintiff to satisfy you that the defendant's wife contracted this debt by the authority of her husband." And in the case of *Misen* v. *Pick* (8 C. & P. 373) Alderson, B., said, "The question does not turn on want of notice, but the agency of the wife. Did the wife contract the debt by the authority of her husband?" "If the husband leaves the wife without support, the law says, he gives to her authority within reasonable limits to pledge his credit for things necessary for her support. If he makes her a reasonable allowance, she has no authority to contract debts in his name at all; but that the plaintiff had notice of the reasonable allowance is immaterial. He trusts a married woman at his own risk." When a husband living with his wife makes her sufficient allowance for dress, he is not liable for dresses which have been supplied to her without necessity, and without his knowledge, and the fact of the wife having, within a particular period, purchased various articles of dress from different tradesmen, is admissible in evidence to rebut the presumption of implied authority which arises from the marriage: (*Renaux* v. *Teakle*, 8 Ex. 680.) The proper question for the jury, even when the husband is living with his wife, is not merely whether the goods, in respect of which the action was brought, were necessaries suitable to her station, but whether upon the facts proved she had any authority, express or implied, to bind her husband by the contract, and when the former question alone was put, the court granted a new trial: (*Reid* v. *Teakle*, 13 C. B. 627; 2 Smith's L. C. 422.)

The logical conclusion from these cases is well expressed in the decision of the well-known case of *Jolly* v. *Rees* (33 L. J. 177; 15 C. B. 628) made in the month of February 1864. It was argued in that case, that, unless notice to the contrary were given, the wife, during cohabitation, was the accredited agent of her husband, and had a right to pledge his credit for necessaries, though he ordered her not to do so, and although he had not supplied her with an adequate sum of money in order to purchase necessaries. The defendant (Rees), prior to the year 1861, had told his wife not to pledge his credit with anyone, and desired her, if she wanted any necessaries, to come to him, and he would give her an order on a tradesman for them, and he would supply her with money. All the household affairs were managed by the defendant, and he gave orders to the tradesmen for things required in the house, but the goods in question were supplied to the wife without his knowledge. The goods supplied consisted of drapery and millinery goods suitable for persons in the position of Mrs. Rees, and the prices were fair and reasonable. The defendant allowed £50 a year to his wife to dress herself and daughters, but this sum was not paid with regularity. The defendant did not know of these goods, some of which had been ordered by letter—others by orders given to the plaintiff's traveller—and finally, a large order having been given by the wife, the plaintiff very properly wrote to the defendant and asked "if it had his concurrence." The defendant replied that it had not, and that he did not intend to be answerable for the goods already supplied. Chief Justice Erle said the plaintiff raised a presumption of the defendant's liability, by showing that the goods were ordered by defendant's wife for the use of herself and children, while living with him. The defendant rebutted this presumption by showing that he had forbidden his wife to take goods on his credit, and had told her if she wanted money to buy goods she was to apply to him for it, and there was no evidence that she had so applied and had been refused. The plaintiff proved in reply that the goods were necessaries suitable to the estate and degree of the defendant; that the wife had £65 a-year, and that the defendant had promised to allow £50 a year in addition, but had not paid it regularly, and had not supplied her with such necessaries, or with money sufficient for the purchase thereof. The plaintiff also showed that he had received no notice of the defendant's prohibition to his wife to take up goods on his credit. These facts were in effect found by the jury, and the question was raised: Whether the wife had authority to make a contract binding on the husband for necessaries suitable to his estate and degree, against his will, and contrary to his order to her, although without notice of such order to the tradesmen? My answer, said the Chief Justice, is in the negative. The wife cannot make a contract binding on the husband unless he gives her authority, as his agent, to do so. . . . Taking the law, he said, to be that the power of the wife to charge the husband is in the capacity of being his agent, it is a solecism in reasoning to say that she derived her authority from his will, and at the same time to say, that the relation of the wife creates the authority against his will, by a *presumptio juris et de jure* from marriage; and, if it be expedient that the wife should have greater rights, it is certainly inexpedient that she should have to exercise them by a process tending to disunion at home and pecuniary distress from without. The husband sustains the liability for all debts; he should, therefore, have the power to regulate the expenditure for which he is to be responsible, by his own discretion, and according to his own means; but if the wife, taking up goods from a tradesman, can make her husband's liability depend on the estimate by a jury of his estate and degree, the law would, practically, regulate his expenses by a standard to be set up by that jury—a standard depending upon appearances—perhaps assumed for a temporary purpose with intention of change. Moreover, if the law is clear, that the husband is protected from the debts incurred by the wife without his authority, not only in the ranks where wealth abounds would speculations on the imprudence of a thoughtless wife be less frequent than they are, because less profitable—but also in the ranks where the support of the household is from the labour of the man, and where the home must be habitually left in the care of the wife during his absence at his work—more painful evils from debts which the husband never intended to contract, would be avoided. Mr. Justice Byles did not agree with the majority of the court. "The husband," he said, "seems to me to represent her to tradesmen as being, within certain limits, his domestic manager, and, therefore, responsible for her contracts within the margin of the apparent authority. No private reservation of authority, or private agreement between husband and wife, not communicated to a tradesman honestly dealing with the wife by supplying necessaries for the family, in the ordinary course of domestic affairs, can affect the tradesman's right to rely upon the apparent authority of the wife."

Ruddock v. *Marsh* (1 H. & N. 601; 28 L. T. Rep. 290) was a case where an action was brought to recover £10 for groceries. The defendant was an engine-fitter, and his business frequently took him away from home for a fortnight or three weeks, and sometimes for a month at a time. By arrangement, his master paid his wife, during his absence, 25s. per week. This was paid regularly, but the wife, nevertheless, incurred the debt of £10 for grocery, which was sued for. Chief Baron Pollock delivered the judgment of the Court of Exchequer (Nov. 1856) and said: "That the wife was the agent of the husband to bind him with respect to those matters

which are usually under the control and management of the wife," and sustained a judgment against the husband." In *Holt* v. *Brian* (4 B. & Ald. 252), it was held that where a husband not separated from his wife makes an allowance to her for the supply of herself and family with necessaries, during his temporary absence, and a tradesman with notice of this, supplies her with goods, the husband is not liable for the debt.

So again, in the case of *Jewsbury* v. *Newbold* (26 L. J. 247; 29 L. T. Rep. 128) (May 1857, Ex.), it was said, "to establish credit being given to the wife, it must be shown that there was a distinct private transaction. When you say, 'credit was given to the wife,' you mean credit was given to her to the exclusion of him—not affirmatively to her, but negatively to to him." The verdict against the husband was therefore upheld: (See *Bentley* v. *Griffin*, 5 Taun. 356.)

Even when the authority of the wife is unrevoked, the question still may be—what are necessaries? (2 Smith's L. Cas. 430 (1862) and *Ryder* v. *Wombwell*, 17 L. T. Rep. N. S. 609; 19 L. T. Rep. N. S. 491.)

In the case of *Schoolbred* v. *Baker* (16 L. T. Rep. N. S. 359) (Nisi Prius, before Willes, J.), the action was for the price of two silk dresses and a silk mantle, amounting in value to £28 19s. 10d. The plaintiffs were drapers, and the defendant was lessee of the "restaurant department" of a first-class hotel. The delivery of the goods, and that the prices were fair and reasonable, were admitted on the part of the defendant. The defence was—(1) That the wife was not entitled to pledge the credit of her husband, as by arrangement with him she received £100 a year to supply her personal wants, and on condition that she was not to pledge his credit. (2) That the goods were not necessaries, being unsuitable to the station in life of the defendant. On cross-examination the defendant said: "My wife lives with me; I have seen the mantle and dress on my wife, and I have been out walking with her whilst she wore them." Willes, J., told the jury: "The husband had a right to be master in his own house, and to determine what his expenses are to be. A man may have £10,000 a year, and yet his wife may not be entitled to live in a manner proportionate to that income. He may, if he wish, spend only £100 a year, and if he tells his wife so, she must conform to his wishes on the subject. The wife, if not restrained by the husband, would be the person to give orders for the ordinary clothing of the family, and in the absence of express stipulations on the part of the husband, it would be presumed the wife had authority to order things suitable to the condition in which the husband may choose to live. That raises the question as to the suitability of the articles, supplied to the wife, to their station in life. The other question is a very important one, as it affects the peace and happiness of many families. Most serious and lamentable results would follow, if when the husband says to the wife "You must not pledge my credit," the wife were allowed, nevertheless, to run up large bills, which the husband would be compelled to pay. The law has been laid down in this court that the husband has a right to control his wife in this respect and that if it is made out that he has told her so, he will not be responsible. In a case where the husband says that he has really put a check to extravagance which might lead to his ruin there is no remedy against him. But a jury, in order to come to this conclusion, must be satisfied that the husband's objection did not consist in mere grumbling at the wife's expenditure, but that he really restrained her from pledging his credit. I think the real question for a jury in such cases is whether it is made out to their satisfaction that the husband did put a check on his wife beyond a sort of grumbling which is said to be the privilege of every man in the country. Whether that has been done in the present case depends on the evidence of the husband himself; his act in paying the former bill which his wife owed to the plaintiff seems inconsistent with his statement. I am obliged to be very distinct in laying down the law on this subject, on account of a case alluded to, and an observation made in a case in the Court of Queen's Bench. Verdict for the plaintiff.

In the case of *Phillipson* v. *Hayter* (23 L. T. Rep. N. S. 556), the plaintiff carried on business as a stationer in a town in which the defendant lived. The defendant was a man of about £400 a year, rented a house of £70 a year, and kept three servants. The wife had purchased goods on credit from the plaintiff, in respect of which he claimed £20 4s. 2d. Among the articles purchased were a gold pen, a pencil case, guitar, music, &c. They were bought without the husband's knowledge. Byles, J. left it to the jury to say "whether the articles were necessaries suitable to the degree of the defendant, and whether the plaintiff had ever countermanded his wife's authority to pledge his credit. The jury found for the full amount. The Court of Common Pleas set aside the verdict. Willes, J. said: "The defendant's wife eloped, and he then, for the first time, found that she had professed to pledge his credit for things which he never saw or heard of, and which he never authorised her to order, but which he is nevertheless expected to pay for. If he is to pay, it must be because the law infers from the relation of man and wife an authority from the husband to the wife to pledge his credit for such things. The wife, no doubt, has authority to order what seems necessary for the style in which the husband chooses to live, so long as the article belongs to the domestic department, which is ordinarily under her control. That such and such an article does fall within that department must be shown affirmatively by the person who seeks to make the husband liable. It is not sufficient for the plaintiff to prove that an article which was ordered by the wife, which may or may not be suitable to the condition which the husband chooses his wife to assume, or which may or may not fall within the wife's department, but he must show so strong a probability that the articles were within the wife's department, and were suitable to the condition of the husband, that a reasonable mind may conclude that she was authorised by the husband to pledge his credit for them. It will not do in this or any other case, when the burthen of proof is on the plaintiff, to prove a state of facts which are equally consistent with the affirmative or negative, and which only show there may or may not have been authority." But in the case of *Burton* v. *Scott* (23 L. T. Rep. N.S. 566) it was admitted that the defendant and his wife in 1864 went to the plaintiff's shop, sometimes together and sometimes separately, and ordered goods, and goods ordered by her were paid for. In 1866 there was a deed of separation, but no part of the supplies related to the period of separation. In 1867 the wife again lived with the husband, under a second deed, which gave her £400 a year for household expenses, which was paid to her. There was no covenant to apply it for that purpose, and it was not stipulated that it was to be the only fund for this purpose, though it was to be all which was to be paid to her, and she was told not to pledge her husband's credit. The goods for which payment was claimed were ordered by her from Oct. 1866 to Dec. 1869. The husband had given no notice to the plaintiff or to other creditors not to give credit on his account. The jury were told that if the husband had so acted as to lead tradesmen to believe the wife had authority, and the tradesmen had honestly so believed, the plaintiff was entitled to recover, otherwise not. The jury found for the plaintiff, and leave to move against the verdict was refused.

The opinion of that most able Judge, Sir William Erle, the late Chief Justice of the Common Pleas, and of the Judges of the Court of Common Pleas who concurred with him, in the case of *Jolly* v. *Rees* (15 C. B. 628), there can be little doubt, will be treated as the truest exposition of the law as it is of morals. This latter case does not disturb the general rule, that the wife may bind the husband in the purchase of necessaries; but it does limit the operation of the rule, in case the husband has refused to her permission, as his agent, to purchase on his credit, even though the refusal is unknown to the tradesman. I can only repeat what I said on a former occasion, namely, the only safe course in dealing with the wife is to inform the husband that his wife has proposed to pledge his credit for goods, and to ascertain from him that he assents to his wife purchasing goods in his name, and pledging his credit for the payment of the same. I have also constantly given this general rule of dealing to plaintiffs—"If one person purchases goods, and another person is represented as the person who is to pay, apply to such other person without delay, and ask if he assents to pay." So, in order to be safe, this rule of virtue, of safety, of prudence, and of morals, may be extended to all cases, and it should be especially acted on, by directly asking the husband if he approves of his credit being pledged by his wife. There is nothing but what is fair, and just and proper in such a course. It should also be remembered that the wife has only the authority of an agent for her husband, and it is in the power of the husband expressly to revoke that authority at any time. He is the master of his own household, and of his own purse, but he would not be master of his own purse, or of the liberty of his own person, if, when he permits one dealer of goods to supply necessaries to his wife, the law enabled four or five other persons at the same time, engaged in a similar branch of trade, to supply, as is frequently done, what they may call "necessaries" without his consent. Any person, however, who has recognised the "dealing" on credit of his wife with a particular tradesman, must give express notice to such tradesmen when the authority of his wife to charge his credit is to be revoked by him. Those persons who desire a new law "to protect poor people," should understand that poor people have, at this time, the most perfect protection. By their own act they can revoke the authority of wives to pledge their credit. If the husband has never authorised any dealings with a particular tradesman, he can revoke his wife's authority without notice, though some public notice shows the *bona fides* of the revocation. When he has sanctioned any such dealings, then notice of the revocation of the wife's authority to continue to deal with such tradesman on credit, must be expressly given to the tradesman. The husband has perfect power to protect himself, and no tradesman is safe in dealing on credit with any married woman unless he informs the husband that his wife has asked to pledge his credit.

Credit is more important to working men than very many persons believe. The old small debt courts afforded sufficient evidence of this fact. Imprisonment formerly for the non-payment of a debt satisfied the debt, and judgments were for the early payment of the whole amount which few could pay in one sum. Now, orders to pay are made according to the means and ability of the defendant to pay, and if he cannot pay he ought not, by law, to be committed to gaol. But this is the real difficulty, namely, what is to be done when there are old and recent judgments, and new debts are inevitable? Who is to have priority? The effect of the accumulation of debts, and the necessity of some limitation of time within which judgments which current wages cannot discharge may be extinguished, are disregarded, but these important facts also ought not to be forgotten, namely,

1. That the wages for a week or a fortnight of workmen are in many occupations kept in hand by the masters, in order to secure the performance of contracts, and that the shopkeepers supply food and clothing to the workmen during the days the payment of wages is thus suspended.

2. That in the case of a retail dealer, the wholesale merchant expects to be paid out of the profits on the sale of the goods he supplies. When that fund is wasted the source out of which payment was expected is gone. Bankruptcy is then inevitable. When, however, credit is given in respect of income, salary for services, or wages, so long as a portion of these sources of income is applicable to the payment of debts the fund which authorised the credit exists.

It may be advisable if when debts under £6 remain unacknowledged for one or two years, the remedy to sue were suspended; and that judgment for debts under this amount should cease to be operative in two or three years.

LAW LIBRARY.

The Income Tax Laws. By STEPHEN DOWALL, M.A., Assistant-Solicitor of Inland Revenue. London: Butterworths.

THIS is simply a collection of the Income Tax Statutes made easy of reference by a copious index. There are foot-notes, but they are necessarily few, there having been scarcely any decisions on the Acts. The Acts are connected together by cross-references, and for practical purposes the compilation must prove very useful.

A Manual of Public Health. By W. H. MICHAEL, Barrister-at-Law, W. H. CORFIELD, M.A., M.D., and J. A. WANKLYN, M.R.C.S. Edited by ERNEST HART. London: Smith, Elder, and Co.

IF in the multitude of counsellors there is wisdom, this ought to be a reliable work. It was called forth by the Public Health Act of 1872, and contains directions for carrying that enactment into operation. The subject is one not generally interesting to lawyers, therefore we notice the book shortly. A most curious and interesting feature is the Index to Statutes Pertaining to Public Health—of which there are no less than eighty-one, all passed in the present reign—and the Index to powers under the Sanitary Acts, covering sixteen octavo pages. These indices are followed by an Index to Penalties under the Sanitary Acts, occupying nearly fifteen pages. These indices indicate the nature of the labour imposed upon those who have to apply our sanitary laws, and prove the value of a good manual. We have looked through this manual, and it appears to be carefully done, and the style is clear. We think it may be safely adopted as a guide.

SOLICITORS' JOURNAL.

FREQUENT complaints reach us from country solicitors upon the subject of the jurisdiction exercised by the Lord Mayor's Court of London, whereby process is served all over the country, and the clients of country solicitors, being defendants, are put to the great expense and inconvenience of defending actions for small amounts, the proceedings in which are conducted often at the greatest possible distance from their place of business and residence. As to pleading to the jurisdiction, solicitors are quite right in advising their clients not, as a rule, to venture on such a course. Nothing can well be more unsatisfactory than the present system of service out of the jurisdiction.

THE *Times* has published a letter from a non-professional correspondent upon the subject of curtailing the length of deeds and documents of all kinds, under the heading "Legal Conveyance of Land." The writer ignores the important fact that the length of deeds and documents is owing simply to the complex relations between different members of society which have gradually grown up since the "fourteenth century," referred to by the writer in question. The prolixity of which he complains is due, in a great measure, to efforts on the part of lawyers to meet the requirements of the age in which they have lived. Solicitors, in whose hands the conveyancing business of the country is, would be only too delighted to reduce the length of deeds, but this can only be done by altering the present system of remuneration.

WE are not in possession of full particulars of the system of education adopted by the Incorporated Law Society of Ireland, but we may call the attention of the Council of the Incorporated Law Society in Chancery-lane to the fact that in Ireland it is not sufficient to attend lectures before examination, but those who attend them must receive from the Professor of Law, for the Profession of attorneys and solicitors, a certificate that they have attended at least three-fourths of each course of lectures before such attendance is allowed to avail the student in any way. We do not think it wise to leave students to attend lectures or not, as they please; moderate compulsion is very beneficial. Perhaps lectures are not the best mode of imparting knowledge of the law; but making attendance at them while they are in vogue compulsory, ensures to most students a better knowledge of the matter lectured on than they would probably have otherwise.

A CORRESPONDENT asks to be allowed to complain through our columns of the practice by which a successful defendant in a common law action in the Superior Courts is called upon to pay the court and jury fees. He urges that the plaintiff, whether successful or not, should be called upon to bear this expense, on the ground that it often happens that cases are taken to trial when the plaintiff has little chance of success, is poorly off, and the defendant, if successful, can get nothing from the plaintiff, and has in fact after all to pay his own costs. Our correspondent contends that the practice should be assimilated to the practice which prevails in County Courts, where, except under certain circumstances, the plaintiff is obliged to pay the hearing fee before his case is allowed to go before the court, and so also in case a jury is empannelled to try his cause. Although we do not altogether agree with the contentions of our correspondent, we think that the suggestion is one which, if adopted, might work some improvement on the present system.

A SOLICITOR writes to us inquiring whether solicitors will have an audience in the Exchequer division of the High Court in Bankruptcy business by virtue of the section of the Act which transfers to that division the business of the London Bankruptcy Court. We refer our correspondent and our readers to the following Acts and sections of Acts of Parliament upon the subject: Sect. 70 of the Bankruptcy Act 1869, gives solicitors audience in the London Bankruptcy Court; sect. 3 of the Judicature Act constitutes the London Bankruptcy Court part of the Supreme Court; sect. 34 of the Judicature Act transfers Bankruptcy business to the Exchequer division of the court; sect. 87 of this Act operates as a saving clause to the right of audience to which solicitors were entitled before the Supreme Court of Judicature Act came into operation. We are, however, at present, in great doubt as to the intended operation of this last provision, but will only say that we are most decidedly of opinion that solicitors ought in bankruptcy business—from the very nature of that business—to have an equal audience with the Bar in the Exchequer division of the High Court, and we must add the expression of a hope that proper accommodation will be afforded them in court. The present accommodation in the London Bankruptcy Court for solicitors is simply shameful—in truth, a corner is appropriated to them. Wherever attorneys have audience their convenience and comfort should be considered.

THE next preliminary examination will take place on Wednesday, the 11th Feb. next, and the following day.

NOTICES for the intermediate examination in Easter Term next must be left with the Secretary of the Incorporated Law Society, Chancery-lane, on or before the 14th March next. Renewed notices for examination in Easter Term next must be given between the 2nd and 7th of Feb. next. Renewed notices for admission in the same term must be left at the Master's Office, in the Queen's Bench, and also be entered in the books kept for that purpose at Judge's Chambers between the 2nd and 7th Feb. next.

THE Town Council of Edinburgh have unanimously appointed Mr. William Skinner, an eminent writer to the Signet, who was admitted in 1848, to the office of town clerk, at a salary of £500 a year.

NOTES OF NEW DECISIONS.

PRACTICE — DISCOVERY — REDEMPTION SUIT AGAINST MORTGAGEE IN POSSESSION—ANSWER —ACCOUNT OF RENTS.—A redemption suit against a mortgagee in possession forms no exception to the general rule that a defendant who answers must answer fully. A defendant to such bill, who by his answer admits himself to be redeemable, cannot decline answering interrogatories as to the state and particulars of the account, which it is one of the objects of the suit to take, but the court will prevent the plaintiff from pressing for any such minuteness of discovery as would be either vexatious or unreasonable. Decision of Malins, V.C., affirmed: (*Elmer* v. *Creasy*, 29 L. T. Rep. N. S. 632. Chan.)

CORPORATION — PAROL CONTRACT — MUTUALITY — CORPORATE SEAL — TOWN CLERK — AUTHORITY OF.—In pursuance of a resolution of the town council of K., passed on the 17th July 1872, and entered in the corporation books, and sealed with the corporate seal, a market, and the tolls thereof, belonging to the corporation, were, on the 18th July 1872, put up to lease by auction for the term of one year, with an option to the lessee to extend the term to three years. By the conditions of auction a lease was to be granted on or before the 17th Aug. 1872, the rent to be paid by equal monthly payments, the first payment to be made to the clerk of the lessors "immediately on the fall of the hammer," and the lessee to be always one month's rent in advance; and in case of failure by the lessee to perform any of the conditions, the rent then already paid was to be absolutely forfeited, and the lease to be null and void. The lessee was also, "at the fall of the hammer," to produce two sureties, to be approved of by the lessors or their clerk, for the payment of rent and performance of covenants, and who were also forthwith to sign the conditions and lease. The defendant, as the highest bidder, became the purchaser or renter of the said market and tolls for one year, and thereupon the contract at the foot of the conditions was signed by him, and also by the town clerk, although the latter was not authorised by the corporation under seal so to do. The defendant also paid one month's rent in advance to the town clerk; but, not being prepared with the required sureties, a week's time was given to him by the town clerk to produce them, which period was subsequently further extended. A report of the above lettings to the defendant, and his payment of the month's rent, was made to the corporation, and was adopted by them by a resolution of the 7th Aug. 1872, entered in the corporation books, and sealed with the corporation seal. By some mistake the keys of the market buildings were, without the authority of the corporation, and contrary to the instructions of the town clerk, handed by the market keeper to the defendant, who retained them for some days, but who never otherwise obtained possession of the market, and never received any tolls. The defendant finally failed to produce his sureties, the corporation relet the premises to another person, and brought an action against the defendant to recover damages for his breach of contract. Held by the Court of Exchequer (Kelly, C.B. and Pigott and Pollock, BB.). that as the contract was not under the corporation seal, or signed by an agent of the corporation duly and expressly authorised by them under seal for that purpose, and as the resolution of the 7th Aug. was after the breach, and so too late to operate as a ratification, and there was no such part performance as to entitle the defendant in equity to a specific performance on the part of the plaintiffs, the contract was void for want of mutuality, and the plaintiffs' action thereon was not sustainable. Per Kelly, C.B.—The town clerk, although he is the agent and representative of the corporation for many purposes, is not their agent to make any contract for the sale or letting of lands, or the leasing of any incorporeal hereditaments, unless he is duly and expresly authorised under the seal of the corporation for that purpose: (*The Mayor and Corporation of Kidderminster* v. *Hardwick*, 29 L. T. Rep. N. S. 611. Ex.)

MASTER AND SERVANT—AGREEMENT "FOR TWELVE MONTHS CERTAIN, AFTER WHICH TIME EITHER PARTY TO BE AT LIBERTY TO TERMINATE AGREEMENT BY THREE MONTHS' NOTICE" —CONSTRUCTION.—By an agreement in writing, made the 23rd Jan. 1871, under which it was agreed that the defendant should, so long as the agreement was in force, serve the plaintiff in the capacity of commercial traveller, at a specified salary per annum, payable fortnightly, it was stipulated that the agreement between the parties should be "for twelve months certain, after which time either party should be at liberty to terminate the said agreement by giving to the other a three months' notice," &c. But if the said plaintiff should be desirous of terminating this agreement without notice, after twelve months, or before any notice has expired, he may do so on paying the said defendant the sum of £50. The defendant entered the plaintiff's service accordingly, and on the 7th Dec. 1871 received a letter from the plaintiff, informing him that his services would not be required after the 23rd Jan. 1872, when the employment consequently ceased. An action being shortly afterwards commenced by the plaintiff, to recover a debt alleged to be due from the defendant under the above agreement, the defendant pleaded, by way of set-off, a sum of £50, which he alleged was due to him as liquidated damages, in lieu of notice, as provided by the agreement; and, on a special case stated for the opinion of the court thereon, it was held, by the majority of the Court of Exchequer (Bramwell and Pigott, BB., *dissentiente* Kelly, C.B.), that the agreement was for twelve months certain, determinable at the expiration of that period, at the option of either party, without any notice at all; that the stipulation for a three months' notice applied only to the possible continuance of the service after the twelve months, which possibility was contemplated by the agreement; and that, therefore, the defendant was not entitled to the set-off claimed, and judgment must be given for the plaintiff: (*Langton* v. *Carleton*, 29 L. T. Rep. N. S. 651. Ex.)

HUSBAND AND WIFE—DEED OF SEPARATION —COVENANT TO PAY ANNUALLY TO WIFE "DURING JOINT LIVES AND SO LONG AS THEY SHALL LIVE SEPARATE AND APART"—SUBSEQUENT ADULTERY OF WIFE—DIVORCE AND DISSOLUTION OF MARRIAGE.—Where a husband, by a deed of separation between himself and his wife, covenants to pay an annuity to trustees for her use and benefit, "during the joint lives of (the husband) and the said L. H. (the wife), and during so long time as they shall live separate and apart," the facts of the wife's subsequent adultery, and her divorce, and the consequent dissolution of the marriage by a decree of the Divorce Court, are no answer to an action by the trustees for the arrears of the annuity, and a plea setting forth these facts, forms, in the absence of an express proviso to that effect in the deed, no bar to such action, the covenant being absolute and unconditional to pay the annuity so long as the two individuals "should live separate and apart." So held, on demurrer to a plea by the Court of Exchequer (Kelly, C.B., and Bramwell and Pigott, BB.): (*Charlesworth and another* v. *Holt*, 29 L. T. Rep. N. S. 647. Ex.)

LUNACY — JURISDICTION — COURT OF CHANCERY — IMPROPER CONDUCT OF SOLICITORS. — Unsoundness of mind gives the Court of Chancery no jurisdiction, and a person who institutes a suit in chancery on behalf of a person of unsound mind does so at his own risk, and must bear the consequences of any unnecessary and improper proceedings. Orders of the Court of Chancery obtained by a solicitor who has officiously instituted such a suit give him no protection, and he will have to pay the costs of unnecessary inquiries made under such orders. But if, on the person of unsound mind being found lunatic by inquisition, the solicitor can satisfy the court in lunacy that he has acted *bona fide* for the benefit of the lunatic, that court will reimburse him out of the lunatic's estate.—A suit instituted on behalf of a person of unsound mind not so found by inquisition abates immediately upon his being found lunatic by inquisition, and all proceedings taken in the suit after the inquisition are irregular and void. Decision of Wickens, V.C., reversed: (*Beall* v. *Smith*, 29 L. T. Rep. N. S. 625. Chan.)

Correction.—In the report in our last issue of a meeting of the Legal Practitioners' Society, Mr. Webster is made to say, "Accountants to the Court of *Chancery* being the worst of these quacks." For "Chancery" substitute "Bankruptcy."

COURT OF QUEEN'S BENCH.

Monday, Jan. 12.

(Before BLACKBURN, QUAIN, and ARCHIBALD, JJ.)

Re AN ARTICLED CLERK.

ALTHOUGH this was merely an application to allow Thomas Robert Oakley, an articled clerk, to be discharged from his articles and to enter into fresh articles, it raised a question of some importance of its kind. By 23 & 24 Vict. c. 127, s. 10, articled clerks are prohibited from holding any office while serving their articles. The applicant in the present case, on the 19th April in last year, obtained a commission as lieutenant in the Royal Monmouthshire Militia, and he went out with his regiment for twenty-seven days, from the 19th May to the 14th June. On the 9th Dec. he resigned his commission. Fearing that his twenty-seven days' service might bring him within the provisions of the Act, he now applied to be allowed to be discharged from his present articles, and to enter into fresh articles for a time which would cover the twenty-seven days.

Bosanquet appeared for the applicant.

Attorney for the applicant: *Raw*, agent for *Oakley*, of Monmouth.

The COURT granted the application.

PROCEDURE IN FOREIGN COURTS—COMMISSIONS AND LETTERS ROGATORY.

IN the Philadelphia District Court the following case has occurred:—

Exceptions to execution of letters rogatory.

The defendant, by his attorney, excepts to the form and execution of letters rogatory issued out of this court in above case on behalf of plaintiffs, and filed September 15th, 1873, and now makes the following specifications of such exception:

1. The execution of the said letters rogatory is illegal and void in that it appears that the attorney and counsellor of the plaintiffs was present at the taking of the depositions of witnesses.

2. The form and execution of said letters rogatory are illegal and void, inasmuch as the exhibits or papers directed to be shown to the witnesses in the interrogatories exhibited by plaintiffs did not form part, nor were they attached to the letters rogatory by this court.

3. The form and execution of the said letters rogatory are illegal and void because there are attached to the execution of the said letters rogatory different papers, purporting to contain copies of orders, minutes, directions, and other matters not forming part of or belonging to the execution of the said letters rogatory.

Argument of plaintiffs against the exceptions.

First exception. The proceedings are in a foreign court, and as a court does not proceed of its own motion, an attorney must appear to represent a party exactly as if the case had not been sent to another court for its co-operation; the defendant had the right to appoint an attorney in the foreign court to represent him, and see that his interests were guarded.

The attorney followed the practice of his country, the only practice known to the foreign court. We cannot dictate the method to be pursued by a court which we beg to act for us out of courtesy, but the presence of an agent who took no part in putting questions would be no ground of objection even to a commission: (1 T. R. & H. 525; *Otis* v. *Clark*, 2 Miles, 272.)

As this is a question of practice, it comes under the general head of objection raised by the third exception.

Third exception. The practice of the foreign court is the law of procedure. Letters rogatory, unknown to common law, are derived through admiralty from the civil law. They promise to reciprocate the courtesy which they ask, and our statutory provisions assimilate the course of procedure in the execution of letters rogatory addressed to us, to the ordinary practice of our courts: Act of 8th April 1833, sects. 18, 19, 20, and 21; Pamphlet Laws, 308; Purdon, 623. This establishes our recognition of the principle that the law of the country to which the letters are addressed governs the procedure to be adopted in executing them; this is the civil law. Fœlix says: "In that which concerns the provisions *ordinatoriæ litis*, that is to say, the mode of calling the witnesses and parties before him, the forms of making up the report, &c., the judge ought to observe the laws of his country:" 1 Traité du Droit International Prive, 476, s. 276, *ad finem et seq.* The civilians make a distinction, which corresponds to our division of form and substance between the forms and regulation and the merits, "between *ea quae litis formam concernunt ac ordinationem* and *ea quae spectant decisoria causae et litis decisionem.*" There are, says Merlin, two sorts of judicial formalities, some which pertain only to the trial (*l'instruction*) and are relative only to the procedure, for which reason the jurists call them *ordinatoria litis*; the others, which pertain to the merits of the case, the omission or absence of which neutralises or destroys the action, and which the jurists designate by the words *decisoria litis*:" (1 Fœlix, 453, s. 233). The admiralty practice is stated in all the text-books to be the same as above indicated in the civil law. "If these letters rogatory are received by any inferior judge he proceeds to call the witnesses before him by the process commonly employed within his jurisdiction, examines them on interrogatories, or takes their depositions, as the case may be; and the proceedings being filed in the registry of his court, authentic copies thereof, duly certified, are transmitted to the court *a quo*, and are legal evidence in the cause": (Conkling's U. S. Admiralty, 294, citing Hall's Admiralty Practice, Conkling's Treatise, 601; *verbatim* in Benedick's Admiralty, s. 533: Return in same manner prescribed by U. S. in Admiralty, 1 Abbott's U. S. C, Practice, 84). There has been so little doubt upon the point that but one case has arisen under letters rogatory in the United States, and in that, Judge Washington clearly indicates the distinction which separates commissions from letters rogatory, though the case did not require him to define its extent: (*Nelson* v. *U. S.*, 1 Peters, C. C. R. 237).

Second exception. The instructions are not attached, nor need other documents be attached by the court. The reference to the original judgment did make it a part of the letters as completely as if it had been attached physically, and if the attorney for defendant had thought it not properly a part of the document he should have moved to strike it out: (1 Tr. & H. 521). The doctrine of relation by reference needs no authority; it is too well established. The identity of the document is sufficient: (*Dodge* v. *Israel*, 4 W. C. C. R., p. 323.) The sentences could not be attached, for they had not become a part of the record, and were only referred to as judicial proceedings in Germany, which might become part of the case if the witnesses should show any connection between this suit and the sentences of Meyer Leberman and his sons. No exhibits or documents are mentioned, and if the question had been irrelevant, the defendant's attorney might have moved to strike it out: (1 Tr. & H. 521). Now that the connection has been proved, it is too late for any objection: (*Hill* v. *Canfield*, 13 Smith, 77).

Dec. 20, 1873. Opinion by THAYER, J.—In *Hollister* v. *Hollister* (6 Barr, 449), the Supreme Court, adopting the rule of the English Chancery Courts, which prohibits the attorneys of the parties from being present at the taking of depositions under a commission, affirmed the ruling of the court below which had rejected depositions taken by commissioners where it appeared that the attorney of one of the parties had been present that no notice of the time and place of the taking of the depositions had been given to the other party. The principal exception in the present case is, that the plaintiffs' attorney was present when the letters rogatory were executed. These letters were issued by this court, and addressed to any judge or tribunal having jurisdiction of civil causes at the city of Schweinfurt, in the Kingdom of Bavaria, and Empire of Germany. They were executed with great ceremony and solemnity by the Royal Circuit Court at Schweinfurt, in Bavaria. By the minutes of the proceedings, duly certified, which have been returned to us, it appears that on a certain day the royal atterney, Wolfsthal, acting on behalf of the plaintiffs, filed an information and motion in the Royal Circuit Court, at Schweinfurt, in Bavaria, praying them to execute the letters rogatory. Thereupon the court ordered the depositions to be taken by the commissioned Judge Craemer, who appointed a day for that purpose, and notified the plaintiffs' attorney, Mr. Wolfsthal, to attend at the time and place stated. Mr. Wolfsthal appeared accordingly, and produced before the judge commissioned to take the depositions a decree of the Royal Bavarian Court of Appeals for Lower Franconia and Aschaffenburg, dispensing with the oath of secrecy on the part of the witnesses (who were Royal Counsellors of the Circuit Court), a dispensation which appears from the papers to have necessary before the witnesses could be permitted to answer the plaintiffs' sixth interrogatory. The commissioned judge then proceeded to administer the interrogatories and to receive the answers of witnesses; at the conclusion of which he adds: "Whereas, the legal representatives of the plaintiffs, the royal attorney, Wolfsthal, after reading these present minutes for himself, had not any further motion to offer, the above proceedings have been closed, and the same caused to be signed by him for confirmation." Whereupon the attorney, Wolfsthal, signed the papers in obedience to the requisition of the judge. I have thus noted, with some particularity, the proceedings of the foreign tribunal, in order that the precise extent of the participation of the plaintiffs' attorney in those proceedings might appear. It is to be observed that there is a very broad distinction between the execution of a commission and the procuring of testimony by the instrumentality of letters rogatory or letters requisatory, as they are sometimes called. In the former case the rules of procedure are established by the court issuing the commission, and are entirely under its control. In the latter, the methods of procedure must, from the nature of the case, be altogether under the control of the foreign tribunal which is appealed to for assistance in the administration of justice. We cannot execute our own laws in a foreign country, nor can we prescribe conditions for the performance of a request which is based entirely upon the comity of nations, and which, if granted, is altogether *ex gratia*. "We therefore request you that, in furtherance of justice, you will, by the proper and usual process of your court, cause such witnesses to appear before you, and there to answer, &c., &c." This is the formula in which the letters are couched. We cannot dictate the methods to be pursued by the court whose assistance we invoke. The rules and practice of the foreign court must be the law of procedure in such cases. Letters rogatory were unknown to the common law. They came to us from the civil law, though the Admiralty Courts, and the civilians seem to agree that in all that concerns the forms of procedure in such cases, the Judge ought to observe the laws of his own country. We may therefore adopt, in the present case, the language of Washington, J., in *Nelson* v. *The United States* (1 Peters C. C. R. 237): "Where the business is taken out of the hands of persons appointed by this court the ends of justice seem to require a departure, in some degree, from the ordinary rules of evidence. To what extent this departure would go has never yet been decided in this court, and it is not necessary at present to lay down the limitation." Doubtless, if it should appear that any of the substantial requisites of justice, as we administer it, had been omitted, or any unfair advantage given to either party, we would reject the depositions, no matter what solemnities of form had attended the taking of them. But under the circumstances attending the execution of these letters rogatory by the Royal Circuit Court at Schweinfurt, we cannot regard the attendance of the plaintiffs' attorney as a circumstance of that character. He appears to have attended in pursuance of a notification of the judge who took the depositions, and was required by him to verify them by his signature. It thus very plainly appears that his attendance was altogether in conformity with the rules of procedure in the foreign tribunal, and the character of the court which executed our request affords ample assurance that his presence was not permitted in any degree to prejudice the defendants' rights. The other exceptions require no discussion.

Exceptions dismissed.

SUPREME COURT OF JUDICATURE ACT, SECTIONS 64, 65.

The following circular has been issued by the undersigned:—

Dear Sir,—By these sections as they stand, a plaintiff is at liberty to issue his writ where he pleases; but a defendant in an action commenced by writ issued at a district registry office, must enter an appearance there, and all subsequent proceedings, down to and including entry for trial, must be taken there, unless a judge's order can be obtained to transfer to London.—(See the sections printed below.)

The consequence will be, in cases where the defendant's solicitor resides away from the district registry town, that he must employ an agent in that town. This will apply not only to what are now called common law actions, but to every description of suit.

While we are ready to believe that in certain parts of the country these sections will work beneficially, we dislike the prospect of being compelled to employ casual agents in cases where our clients are defendants. We had much rather be at liberty to employ our well-known London agents (and we have freely told them so), and if the business is to be done at a distance, we much prefer London to any other place. We object to being obliged in every case to incur the expense of applying to a judge. Moreover, we believe that our clients' interest agrees herein with our own convenience.

We believe that very many country solicitors, not hostile to the establishment of district registries, agree with us in this matter. We think it would be well that before the rules of procedure are finally settled, they should have an opportunity of expressing their sentiments, so that an effort may be made, if the result of the inquiry warrants it, to secure freedom of action. Time being of importance, we take this preliminary step on our own responsibility.

We assume that local opinion is in favour of retaining in Lancashire regulations like those already in force there, and we have no desire to interfere with the convenience of others, but only to provide fairly for our own.

The question we ask is, whether you had rather

A.—Keep section 64 as it stands.

B.—Have its operation modified (elsewhere than in Lancashire) to this extent—that where a defendant in any action can swear that he believes he has a good defence on the merits, he may enter his appearance in the principal registry (or in some other way remove the proceedings thither) as of course, or

C.—Give the defendant such right only where he resides three miles from the district registry office in which the writ was issued.

We request the favour of your reply, addressed to any one of the undersigned, whose name is distinguished thus.*

You can reply with the least trouble to yourself, by simply returning the circular with your name and address written at foot, and a cross placed against A., B., or C., according to your opinion. It will be convenient to mark the envelope, "J. Act."—We are, dear Sir, yours faithfully,

*FOWLER, SMITH, and WARWICK, Leicester.
KIDSON, SON, and MCKENZIE, Sunderland.
*MULLINGS, ELLETT, and Co., Cirencester.
*H. A. OWSTON, Leicester.
L. W. WINTERBOTHAM, Stroud.

Sec. 64. Subject to the rules of court in force for the time being, writs of summons for the commencement of actions in the High Court of Justice shall be issued by the district registrars when thereunto required; and unless any order to the contrary shall be made by the High Court of Justice, or by any judge thereof, all such further proceedings, including proceedings for the arrest or detention of a ship, her tackle, apparel, furniture, cargo, or freight, as may and ought to be taken by the respective parties to such action in the said High Court down to and including entry for trial, or (if the plaintiff is entitled to sign final judgment or to obtain an order for an account by reason of the non-appearance of the defendant) down to and including final judgment or an order for an account, may be taken before the district registrar, and recorded in the district registry, in such manner as may be prescribed by rules of court; and all such other proceedings in any such action as may be prescribed by rules of court shall be taken, and, if necessary, may be recorded in the same district registry.

Sec. 65. Any party to an action in which a writ of summons shall have been issued from any such district registry shall be at liberty at any time to apply, in such manner as shall be prescribed by rules of court, to the said High Court, or to a judgment chambers of the division of the said High Court to which the action may be assigned, to remove the proceedings from such district registry into the proper office of the said High Court; and the court or judge may, if it be thought fit, grant such application, and in such case the proceedings and such original documents, if any; as may be filed therein shall, upon receipt of such order, be transmitted by the district registrar to the proper office of the said High Court, and the said action shall thenceforth proceed in the said High Court in the same manner as if it had been originally commenced by a Writ of Summons issued out of the proper Office in London; or the court or judge, if it be thought right, may thereupon direct that the proceedings may continue to be taken in such district registry.

Correspondence.

THE TWO BRANCHES.—I am pleased to see such a society as the Legal Practitioners Society started, and I hope it may go seriously to work in ameliorating the position of both barristers and lawyers and in bringing about any legislative enactments which may be necessary in regard to them. I cannot say that I advocate a fusion of the two branches of the legal Profession. I do not see that it is necessary, or that the present system is to be complained of. But what I do wish is, that there may not be any unreasonable barriers kept up which prevent any member of one branch migrating into the other. Supposing, for instance, an admitted man finds he has a peculiar aptitude for advocacy, or for any other reason, desires to be called to the Bar, I consider it unreasonable that he should be called upon to undergo another preliminary examination previously to being admitted a student of an Inn of Court, and still more that when, perhaps, he is a thoroughly efficient lawyer for all practical purposes connected with a junior barrister, he should be kept inactive for three years. At the most he should not be called upon to do more than undergo an additional examination in legal subjects. The regulations I complain of may have been all very well before the examinations for articled clerks at the Incorporated Law Society's Hall were initiated, but surely *now* there is a sufficient guarantee that admitted men have some legal knowledge, and do not require to be treated in the same manner as persons who have never studied law at all. I should like to hear the opinion of others upon this matter, and hope this may elicit some. I look upon the society just started as the very one which is wanted, if the good intentions already expressed are carried out. H. S.

LEGAL PRACTITIONERS' SOCIETY.—I see by the report in your journal that this is a society for the purpose of protecting solicitors and attorneys in their Profession from the intrusion of accountants and others. It is high time such a society was formed if the legal Profession, particularly the younger branch thereof, is to reap the legitimate fruits to which it is entitled. If energy is shown, to put a stop to the proceedings of unqualified persons I am sure every junior solicitor and attorney will join the society, if only asked. I, for one, feel that much credit is due to Mr. Ford for his trouble in undertaking the office of honorary secretary. A SOLICITOR.

CLERKS AS ADVOCATES.—In reading provincial and London reports of cases, I see continually the following: "Mr. A. B., from the office of Mr. C. D., appeared in the case." Would you kindly inform me in your next issue, assuming "A. B." to be admitted and certificated, by what authority he had audience. I have searched but without finding out. INQUIRER.

[The matter is entirely in the hands of the judges of the courts. Managing clerks are not entitled to appear as advocates for clients of firms, and may properly be objected to. But judges are disinclined to enforce the strict rule, and it is always an invidious and difficult task to insist upon it as against an opponent.—ED. SOLS'. DEP.]

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

ANGLO-BRAZILIAN GOLD MINING COMPANY (LIMITED).—Creditors to send in by Feb. 12 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to the liquidators of the said company, at their office, 52, Moorgate-street, London. Feb. 24, at the chambers of V.C. M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

EAST NORFOLK TRAMWAY COMPANY (LIMITED).—Petition for winding-up to be heard Jan. 23, before V.C. M.

HEREFORD AND SOUTH WALES WAGGON AND ENGINEERING COMPANY (LIMITED).—Petition for winding-up to be heard Jan. 24, before V.C. B.

SAO VINCENTE MINING COMPANY (LIMITED).—Creditors to send in by Jan. 31 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to Jas. Waddell, 12, Queen Victoria-street, London, the liquidator of the said company. Feb. 17; at the chambers of V.C. M., at twelve o'clock is the time appointed for hearing and adjudicating upon such claims.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

ALLEN (Nicholas B.), Torvale, Penderyn, Brecon, merchant. Feb. 2; Isaac D. Rees, solicitor, Aberdare, Glamorgan, Feb. 16; V.C. M., at twelve o'clock.

GILLIART (Geo.), Horncastle, Lincoln, Jan. 31; Chas. Gilliat, solicitor, 57, Lincoln's Inn-fields, Middlesex, Feb. 16. V. C. H., at 12 o'clock.

HAWES (Henry), Foochow, China, captain of a steamer. Feb. 2; Lawrence and Co., solicitors, 14, Old Jewry Chambers, London, Feb. 10. V. C. B., at 12 o'clock.

WHYTE (Wm. J.), 19, Norfolk-crescent, and Bedford-row, Middlesex, solicitor. Feb. 1; Wm. Collisson, solicitor, 27, Bedford-row, Middlesex. Feb. 12; V.C. H., at twelve o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

BARNETT (Francis L.), 5, Roebuck-terrace, Great Dover-street, Southwark, Surrey, pawnbroker. Jan. 28; W. W. Comins, solicitor, 84, Great Portland-street, Middlesex.

BERWICK (Dr. Geo. J.), M.D., St. Helen's House, St. Helen's, near Ryde, Isle of Wight. Feb. 3; Clarke and Co., solicitors, 14, Lincoln's-inn-fields, Middlesex.

CHILD (Frederick S.), late of the Madras Civil Service, heretofore of Wood-hill, Shenley, Hertford, and afterwards of Hillside, Westbury-upon-Trym, near Clifton, Gloucester, and late of 8, Queen's-parade, Bath, Esq. March 1; R. J. Child, solicitor, 11, Old Jewry-chambers, Old Jewry, London.

COZIER (Wm.), Wilmington Hall, Kent, Esq. Feb. 1; Desborough and Son, solicitors, 3A, Finsbury-place South, London.

CRAIG (Thos. G.), late of 3, Sheen-villas, Park-road, Richmond, Surrey, formerly of 12, Marlborough-road, Richmond, Surrey, gentleman. Feb. 2; Bircham and Co., solicitors, 7, Great Winchester-street, London.

DAVIES (Samuel), Litfield, Lyonshall, Hereford, yeoman. Feb. 28; Bodenham and Temple, solicitors, Kington, Herefordshire.

DAVIES (Jos.), Old Dundee Arms Wharf, Wapping, Middlesex, and of Portway House, Upton Cross, Essex, coal merchant. Jan. 24; Hillearys and Tunstall, solicitors, 5, Fenchurch-buildings, London.

DEARDEN (John), Sladen-street, Rochdale, Lancaster, innkeeper. Jan. 26; J. Holland, solicitor, 19, Baillie-street, Rochdale.

FLOWER (Wm.), Stanton's Farm, Kingsclere, Southampton, gentleman. Feb. 14; W. H. Cave, solicitor, Newbury, Berks.

FOSTER (Edward), 27, Pelham-street, Mile-end New Town, Middlesex, cowkeeper. Jan. 31; S. H. Perrin, solicitor, 15, King-street, Cheapside, London.

GALLOWAY (Right Hon. Randolph John S., Earl of). Jan. 31; M. and H. Turner, solicitors, 42, Jermyn-street, St. James's, London.

GRANT (Wm.), Nuttall Hall, near Ramsbottom, Lancaster, Esq. Feq. 1; Woodcocks and Sons, solicitors, West View, Haslingden.

GREENHILL (Henry W.), late of Northolt, Middlesex, farmer. Jan. 31; Young, Jackson, and Co., solicitors, 12, Essex-street, Strand, Middlesex.

GUNTER (Mary A.), formerly of Handsworth, Stafford, and late of Southsea, Hants, spinster. Jan. 24; Robinson and Watts, solicitors, Dudley.

HANEY (Geo.), late of 246, Clapham-road (formerly 6, Dudley-villas, Clapham-road), Surrey, and of the Marine-parade, Bognor, Sussex, Esq. Feb. 20; Tatham and Co., solicitors, 36, Lincoln's-inn Fields, London.

HARDWICKE (Right Hon. Charles P., Earl of). Feb. 10; Walker and Martineau, solicitors, 13, King's-road, Gray's Inn, Middlesex.

HART (Wm.), 35, Clifton-terrace, Brighton, Esq. Jan. 22; Hart, Hart, and Marten, solicitors, Dorking, Surrey.

HIBBERDINE (Henry), 77, Loughborough Park, Brixton, Surrey, gentleman. Feb. 10; Tamplin, Tayler, and Joseph, solicitors, 159, Fenchurch-street, London.

HUNT (Wm. D.), Stratford upon-Avon, Warwick, gentleman, clerk to the peace for Warwick. Feb. 7; H. O. and T. Hunt, solicitors, Stratford-upon-Avon.

JOHNSON (Mary), Yarm, York, spinster. Jan. 25; Fawcett and Co., solicitors, Yarm.

LEVY (Rev. Moss B.), Synagogue-chambers, St. Alban's-place, Charles-street, Haymarket, Middlesex. Feb 1; Kisch, Son, and Hanbury, solicitors, 11, Wellington-street, Strand, Middlesex.

MARKS (Thos.), Collerton Barton, Broadhembury, Devon, farmer. Feb. 2; Cox and Every, solicitors, Honiton, Devon.

NEAL (Jas.), 30, Commercial-road, and Old Jamaica Wharf, Upper Ground-street, Blackfriars, Lambeth, Surrey, coal merchant. Feb 24; Smith and Co., solicitors, 70A, Aldermanbury, London.

NIXON (John), formerly of 3, Sidney-alley, Leicester-square, Middlesex, and 9, Egerton-street, Greenwich, Kent, late of 11, Cowley-villas, Beulah-crescent, Croydon, Surrey, laceman. Jan. 28; Wilkins and Co., solicitors, 10, St. Swithin's-lane, London.

OLIVER (Wm.), 9, Fitzroy-square, Middlesex, Esq. Feb. 12; Wm. H. Oliver, solicitor, 64, Lincoln's-inn-fields, Middlesex.

PARKES (James H.), Highgate, Aston juxta Birmingham, maltster. April 1; T. and J. A. Simcox, solicitors, 20, Waterloo-street, Birmingham.

PHILLIPS (George), Langbourn Tavern, Lombard-street, London, and Napier Lodge, Peckham Rye, Surrey, hotelkeeper. Jan. 20; S. Potter, solicitor, 36, King-street, Cheapside, London.

QUIGLEY (Peter), 3, Sandford-street, Greengate, Salford, Lancaster, estate agent. March 10; Weston, Grover, and Lees, solicitors, 10, Norfolk-street, Manchester.

RANDLE (Mary A.), Filmer House, Ombersley, Worcester, widow. Feb. 19; Pidcock and Son, solicitors, 40, Foregate-street, Worcester.

ROUND (Geo.), 155, Hockley-hill, Birmingham, jeweller and factor. Jan. 31; J. Round, 63, Owen-street, Tipton, Stafford.

SAMUELSON (Alexander), 27, Cornhill, and Kingston Lodge, Addison-road, Kensington, London, civil engineer. Feb. 16; G. S. and H. Brandon, solicitors, 15, Essex-street, Strand, Middlesex.

STEELE (John), formerly of Weeks Green, Froxford, afterwards of Langstone, but late of Emsworth, Southampton, Esq. Feb. 16; Bevington and Son, solicitors, 1, Fenchurch-buildings, London.

TAYLEUR (Wm.), Buntingsdale, Drayton-in-Hayles, Salop, and 38, Brook-street, Grosvenor-square, Middlesex, Esq. Feb. 14, Tucker and Lake, solicitors, 4, Serle-street, Lincoln's-inn Fields, Middlesex.

TOWLSON (Jos.), 1, Fern-villas, Queen's-road, Tunbridge Wells, retired ironmonger. Feb. 28; Wm. Brackett, Tunbridge, and Jas. W. Hawkins, ironmonger, High-street, Tunbridge Wells.

WALKER (Thos.), Headingley Hall, Leeds, flax spinner, March 31; Ford and Co., solicitors, 70, Albion-street, Leeds.

WILLIAMS (John), West Broughton, Deveridge, Derby, gentleman. Feb. 7; D. and C. Dunnett, solicitors, Uttoxeter.

WILSON (John), formerly proprietor of the George inn, Rochdale-road, Manchester, Lancaster, and late of Southport, gentleman. Feb. 9; Ed. Heath and Sons, solicitors, 41, Swan-street, Manchester.

WOLFE (Wm.), 11, Granby-street, Hampstead-road, Middlesex, forage master in the Royal Horse Guards Blue. March 2; Wm. Gardiner, solicitor, 183, High-street, Uxbridge.

MAGISTRATES' LAW.

NOTES OF NEW DECISIONS.

FRAUDULENT CONVERSION OF MONEY BY AN AGENT—DIRECTION TO APPLY TO A GIVEN PURPOSE.—A stock and share dealer was in the habit of buying for S. gratuitonsly, and receiving cheques on account. On the 27th Nov. he wrote informing S. that £300 Japanese bonds had been offered to him in one lot, and that he had secured them for her, and that he had no doubt of her ratifying what he had done, and inclosing her a sold note for £336, signed in his own name. S. wrote in reply, "that she had received the contract note for Japan shares, and inclosing a cheque for £336 in payment, and that she was perfectly satisfied that he had purchased the shares for her." In fact, the bonds had not been offered to the dealer in one lot, but he applied to a stock jobber and agreed to buy three at £112 each, but never completed the purchase. Held, that S.'s letter was a sufficient written direction within the meaning of 24 & 25 Vict. c. 96, s. 75, to apply the cheque to a particular purpose, viz., in payment for the bonds: (*Reg* v. *Christian*, 29 L. T. Rep. N. S. 154. C. Cas. R.)

MONTGOMERYSHIRE QUARTER SESSIONS.

Thursday, Jan. 8.

(Before Earl POWIS (Chairman), Mr. C. W. WYNN, M.P., and other magistrates.)

REG. *v.* ESGAIRGEILIOG.

Inclosure — Commissioners award — Evidence.— Certificates as to making of road.

THIS was an indictment for non-repair of a road laid out some seventy years ago in the township of Esgairgeiliog, under a special Inclosure Act passed in 1797, the defendants being the inhabitants of the township. There was a similar prosecution twelve months ago, which failed for want of a duly attested copy of the commissioner's award, the township, however, being condemned in the costs, as the indictment was prepared under a justice's order, and the defendants did not show that the road was not a public highway. The present was an indictment at common law.

Marshall appeared for the prosecution, and *Swetenham* (specially retained), with *J. M. Lloyd*, for the defence.

The case having been opened, the Act of Parliament was put in, followed by a copy of the commissioner's award, produced from the custody of the lord of the manor (Earl Powis), which was made primary evidence by the Act. The Act specified that on the roads being completed, they should be certified to be "well and effectually made" by a surveyor appointed by the commissioner, and that on the certificate being filed with the court of quarter sessions, they should become repairable as other public roads on the manor (Kerry) were repairable by law. A certificate had been duly filed at the Easter sessions, 1810, by William Pugh, the surveyor so appointed, and was now produced by the deputy clerk of the peace; but upon his being sworn, *Swetenham* objected to its reception until the appointment of the surveyor and his taking of the oath of office had been proved, relying upon the case of *R.* v. *Haslingfield*. At any rate, on the authority of that case, it would be necessary to show by independent evidence that subsequent usage had been consistent with the award, before proof of the appointment and oath could be dispensed with.

Marshall said he had abundant evidence to prove the usage, but he relied first upon the well-known rule that documents thirty years old, produced from the proper custody, proved themselves; and then upon the other rule of evidence that where persons had acted in an official capacity it was necesary to prove their appointment, even where it had been under seal or was put in issue by the pleadings. He quoted the case of *Williams* v. *Eyton* in support of his argument.

The Court decided to admit the certificate without further evidence.

Mr. Evan Powell, the prosecutor, and Mr. Mickleburgh, a surveyor, were then called to speak to the condition of the road, and were examined at some length. On a question being put to the last witness as to his opinion upon its original formation, the court said they held the surveyor's certificate to be conclusive upon that point.

Swetenham said if that was so, the only course for him would be to abandon the defence and ask for a special case, as he had a number of witnesses to show that the road never was properly made at all. Before the court came to that decision, however, he should like to be allowed to give his reasons for holding that the certificate could not be conclusive.

The COURT said they were perfectly prepared to hear him.

The learned counsel then, in a speech of some length, argued that the expression in the Act that the roads should be well and effectually made, and certified so to be," showed that the certificate was not intended to shut out other evidence; that by the cases of *Reg.* v. *Cumberworth*, *Reg.* v. *Edge Lane*, and *Bateman* v. *Glamorganshire Canal Company*, it was decided that a road must be shown to be completely formed throughout before it becomes a charge upon the public, which he was prepared to prove was not the case here; that *Reg.* v. *East Hagbourne* indicated the same thing; and that the point was made perfectly clear in *Cumitt* v. *Lady Maxse*, decided last June, in which that doctrine was emphatically laid down.

Marshall, in reply, referring to the phrase "taken to by the public" used in the judgment in the last-named case, remarked that the doctrine of a voluntary adoption of a road by the parish being necessary before it became chargeable upon the public, had been abandoned many years, because, ever since the passing of the General Inclosure Act of 1801 (41 Geo. 3), there had been the security of an order of justices founded upon the report of a surveyor—a provision substantially continued and strengthened by the 23rd section of the Highway Act of Will 4. That security was provided by the Kerry Inclosure Act in this very certificate of the surveyor now contested, for it was not until that had been filed that the road became chargeable upon the public. In *Rex* v. *Cumberworth*, the judgment was founded upon this very want of a particular point of time determined by the Act at which the chargeability should commence; and not only so, but all the cases cited upon that point were those of turnpike roads or canals, the judgments being based upon the fact that concessions of land had been obtained from private landowners as one of the inducements for the passing of the respective Acts—a feature wholly wanting in this case. The great distinction of Lady Maxse's case was that the Inclosure Act there was passed in 1802, after the General Inclosure Act, and therefore subject to its provisions; while the Kerry Act was passed four years before it. *Rex* v. *East Hagbourne*, he submitted, had no application. As to the use of the copulative "and" in the phrase quoted from the Act, the necessity for using it would become apparent from the absurdity that would follow if the disjunctive "or" were substituted for it. The certificate was the proper legal evidence of the completion of the road; and if such testimony as that suggested by the learned counsel were admitted it would be adducing unofficial evidence to contradict that specially appointed by law.

The COURT intimated that it still held the certificate conclusive, and a verdict of guilty was then returned, subject to a special case upon that point. The penalty was fixed at £90.

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Penzance	Saturday, Jan. 24	Charles S. C. Bowen, Esq.	10 days	Walter Borlase.
Sudbury	Wednesday, Jan. 28.....	Thomas H. Naylor, Esq. .	14 days	Robert Ransom.
Wigan	Wednesday, Jan. 28.....	Joseph Catterall, Esq. ...		Thomas Heald.

MARITIME LAW.

NOTES OF NEW DECISIONS.

OBSTRUCTION TO A TIDAL RIVER—OMISSION TO INDICATE OBSTRUCTION BY A SUFFICIENT BUOY.—By a local Act the defendants were authorised to construct in conformity with certain deposited plans, "and upon the lands delineated upon the said plans," a pier or landing stage, "together with such other works and conveniences in connection therewith," as they should from time to time think fit. Before the landing stage was commenced plans of the proposed works were to be deposited at the Admiralty for approval. The local Act was to be executed "subject to the powers and provisions" of the Public Health Act 1848, sect. 139 of which requires notice of action "for anything done or intended to be done" under the provisions. The defendants deposited plans (differing in extension from the plans under the Act) which received the approval of the conservators of the river, representing the Admiralty, and constructed the landing stage in conformity therewith. The landing stage was a floating one, and was moored by anchors lying in the bed of the river. The position of the anchors was indicated by a buoy, which, being carried down by the tide, became concealed from view. One of the anchors becoming displaced, stove in and swamped a vessel of the plaintiffs which was lawfully navigating the river. Held (1), that the anchor, although placed where it was for the benefit of the public, was an obstruction which the defendants could not have created without statutory authority, and was a nuisance to the river; (2) that the defendants were guilty of negligence in their management of the buoy, but (3) that inasmuch as the plans had received the approval of the Admiralty, such approval was tantamount to the sanction of the Act, so as to entitle the defendants to statutory notice of action. Notice of action must be given in a case of nonfeasance, just as much as in a case of misfeasance. Per Denman, J., *Reg.* v. *Russell* (6 B. &. C. 566) is overruled by *Reg.* v. *Ward* (4 Ad. & E. 384.): (*Jolliffe* v. *the Wallasey Local Board*, 29 L. T. Rep. N.S. 582. C.P.).

DAMAGE TO CARGO—BURDEN OF PROOF—BILL OF LADING—EFFECT OF TERM "QUANTITY AND QUALITY UNKNOWN."—In a suit against shipowners for damage to cargo the onus is upon the plaintiffs to show in the first instance that the goods were shipped in good order and condition before they can call upon the shipowners to show excuse for the injury done to the goods. A bill of lading stating that goods were shipped in good order and condition, but also containing an indorsement by the master, "quantity and quality unknown," does not admit, as against the shipowners, that the goods were shipped in good order and condition. Evidence of the condition of goods on delivery tending to show that the damage sustained could not be accounted for by any damage existing at the time of shipment, and that such damage, had it existed, must have been noticed by the master or officer in charge of the ship at the time of shipment, will not, where goods are shipped under a bill of lading endorsed "quantity and quality unknown" satisfy the onus cast upon plaintiffs seeking to recover against shipowners for damage to the goods. Positive evidence of the condition of the goods when shipped must be given: (*The Prosperino Palasso*, 29 L. T. Rep. N. S. 622. Adm.)

CHARTER-PARTY—LIEN FOR FREIGHT—PART PAYABLE ON SIGNING OF BILLS OF LADING—BANKRUPTCY OF CHARTERERS—DISCLAIMER OF CONTRACT.—By a charter-party, after providing that the freight was to be at certain specified rates, it was agreed that £250 should be advanced in cash on signing bills of lading and clearing at the custom house of the port of shipment, and the remainder on a true and faithful delivery of the cargo at the port of discharge; and that for the security and payment of all freight, dead freight, demurrage, and other charges, the master or owners should have an absolute lien and charge on the cargo. The loading of the ship was completed, and the ship was cleared, but she never started on her voyage, nor were the bills of lading signed. The charterer filed a liquidation petition, and the trustee under the liquidation disclaimed all interest under the charter-party. Held (affirming the decision of the Chief Judge in Bankruptcy), that the shipowner was not entitled to a lien in respect of the £250 agreed to be paid in advance, inasmuch as the ship had never earned freight; the compensation to which the shipowner was entitled for the loss sustained by reason of the charterer's default was not freight, and the £250 did not come within the lien given by the charter-party: (*Ex parte Nyholm*, 29 L. T. Rep. N. S. 634. L. C. and L.JJ.)

REGISTRY OF SHIP—CERTIFICATE OF MERIT—LACHES.—The defendants were an association for the registry of iron ships, and classed the ships in a register of merit according to the reports of their own surveyors. A list from the register might be obtained by anyone. The plaintiffs were members of the association and the owners of a ship which in 1870 was ranked in the highest class in the register. The plaintiffs in 1870 made an alteration in the ship, and submitted her to the defendants' inspection, who, not approving of the alteration, entered in the registrar, "class suspended 1871," and refused to restore the previous first-class entry unless some further alteration was made. The advisability of the alteration was a matter of opinion, as since the alteration the vessel was classed in the highest rank at "Lloyd's" (London). The plaintiffs continued to use the vessel, but it was proved that her value had been depreciated in consequence of the entry in the defendants' register. On a bill being filed by the plaintiffs in Nov. 1873 to restrain the defendants from disposing of any copies of their list containing the words "Class suspended 1871," Held, on motion, that the plaintiffs were not entitled to relief, first, because the entry was the *bona fide* opinion without malice of the society to whose judgment the plaintiff had submitted the vessel; secondly, because of their laches in applying to the court for relief: (*Glover* v. *Roydon*, 29 L. T. Rep. N. S. 639. V.C. M.)

SPECIMENS OF A CODE OF MARINE INSURANCE LAW.

By F. O. CRUMP, Barrister-at-Law.

(*Continued from page* 165.)

REPRESENTATION.

Definitions.

The communication of a fact, or the making of a statement by one party to the other tending to influence his estimate of the character and degree of risk to be insured against.

NOTE.—A representation is construed according to the fair and obvious import of words, and is equivalent to an express statement of all the inferences naturally and necessarily arising from it.

Phillips, sect. 550.

If ambiguous from design, the underwriter, if deceived, is discharged. If there be no design, and the underwriter might fairly have entertained a doubt as to the meaning, he is not discharged if he misunderstand it.

Brine v. *Featherstone*, 4 Taunt. 867; *Freeland* v. *Glover*, 7 East, 462.

If the representation is expressed in technical language, it may be interpreted by reference to the usage.

Chaurand v. *Angerstein*, Peake's N. P. 43.

A *misrepresentation* is a false representation of a material fact, by one of the parties to the other, tending directly to induce the other to enter into the contract, or to agree to terms exceptionally favourable to the former.

A misrepresentation may be made on a matter upon which no representation at all is necessary.

Phillips, sect. 529-30.

A material mis-statement by the assured through misconstruction of his information is a misrepresentation.

Macdonell v. *Fraser*, Dougl. 247.

Phillips, sect. 546.

Materiality.

Material facts are those which when stated may reasonably be supposed to have an influence on the judgment of the underwriter calculated to diminish the estimate of the risk which he otherwise would have formed:

Sibbald v. *Hill*, 2 Dow's P. C. 263.

If the fact be material, but do not affect the judgment of the underwriter, the false representation does not avoid the policy:

Flinn v. *Headlam*, 9 B. & Cr. 690.

A statement which ceases to be material before the risk commences need not be verified:

Phillips, s. 666.

The premium being lower than would have been the case had no representation been made, the presumption is that the subject matter of the representation is material to the risk:

Arn. 4th edit. 495; *Court* v. *Martineau*, 3 Dougl. 161: *Bridges* v. *Hunter*, 1 M. & S. 13; Phillips, s. 539.

Immaterial facts misstated by a party do not affect the contract unless made in answer to a specific inquiry; or being made fraudulently influence the other party; if so made and so operating the policy is void:

Phillips, s. 539, 540; Arn. 4th edit. 482.

NOTE.—A specific inquiry imports that the subject matter of the inquiry is considered material: (Phillips, s. 542.)

How made.

A representation may be by a mere implication by the policy itself, by a separate writing, or by words spoken:

Phillips, ss. 524-27; *Stewart* v. *Morrison*, Millar on Ins. 59; 2 Duer, 721-738; Arn. 4th edit. 481.

Binding Effect.

A representation being once made in reference to a proposed insurance, continues to be binding unless it is subsequently revoked or modified before the policy is executed:

Edwards v. *Footner*, 1 Camp. 530; Phillips, s. 547.

Representations are generally to be taken in relation to the time of underwriting the policy:

Arn. 4th edit. 504.

Consequences.

If either party, whether purposely or through negligence, mistake, inadvertence or oversight, misrepresents a fact which he is bound to represent truly, the other is wholly or partially exonerated from the contract.

Phillips, sect. 537.

But in the absence of moral fraud a substantial compliance with the terms of a representation is all that is required.

De Hahn v. *Hartley*, 1 T. R. 346; *Pawson* v. *Watson*, 2 Cowp. 785.

***Exception.*—A representation that a ship is or was to sail on a particular day, must be strictly complied with:**

Phillips, sect. 672; Arn. 4th edit. 498.

Where it is a reasonable conclusion from all the circumstances that the failure to comply with the strict terms of the representation has not substantially altered the nature of the risk as described in the policy, such non-compliance will not discharge the underwriter's contract:

Bize v. *Fletcher*, 1 Dougl. 234; Arn. 4th edit. 499.

A false representation of a fact necessarily preceding the commencement of the risk avoids the policy.

A representation having reference to the continuance of an existing state of things, non-compliance with it subsequent to the commencement of the risk avoids the policy *ab initio*.

Duer Ins. 696.

The transitory breach of a promissory representation does not exonerate the underwriter from subsequent losses.

2 Duer Ins. 697-8; Arn. 4th edit. 500-1.

Expectation, Opinion, and Belief.

An honest statement of an expectation, opinion, or belief, which turns out to be unfounded, will not affect the contract.

Phillips, sect. 551; Arn. 487, 4th edit.

Nor will a statement of expectation or belief as to a fact material to the risk by a person having no interest in the subject matter of the contract.

Bowden v. *Vaughan*, 10 East, 415; Arn. 488, 4th edit.

But if, with the intention to deceive, an expectation or belief is expressed of the possible truth of which the party expressing it knows nothing, the policy is void.

Arn. 486, 487, 4th edit.; Maule, J., in *Evans* v. *Edmunds*, 13 C. B. 777, 785.

A positive affirmative representation of material facts in respect to the future is, in effect, a stipulation that they shall be substantially as stated.

Ibid. s. 553; 2 Duer. Mar. Ins. 657.

A non-fulfilment of such a representation will defeat the policy if it occurs prior to or simultaneously with the commencement of the risk, or be a ground of forfeiture if it occurs afterwards.

Ib. Arn. 486, 4th edit.

Communicating Information received.

A statement relating merely to information received from others and communicated as such, the person making it is not bound to any substantial compliance with it, but he must show that he repeated truthfully such information:

Arn. 4th edit. 490.

Exception.—If the information be communicated by an agent to his principal, it being the duty of the agent to give such information, the latter repeating it, is bound by it as by a positive representation.

Ib., citing *Gladstone* v. *King* (1 M. & S. 35), which however was a case of concealment where the damage claimed for as an average loss was by reason of the concealment of the accident which had happened, held excepted out of the policy. The principle stated doubtless follows from it:

Phillips, s. 564; *Fitzherbert* v. *Mather* (1 T. Rep. 12) is quite to the point.

Knowledge of the Insurer.

To relieve the assured from the consequences of a misrepresentation on the ground that the underwriter has the means of learning the truth of the facts represented, it must be shown that he actually did obtain the information.

Mackintosh v. *Marshall*, 11 M. & W. 116; *Bates* v. *Hewitt*, L. Rep. 2 Q. B. 595; *Proudfoot* v. *Montefiore*, Ib. 511; *Nicholson* v. *Power*, 20 L. T. Rep. N. S. 580.

Waiver and Revocation.

A representation is waived by the underwriter who executes a policy inconsistent in terms with such representation.

Bize v. *Fletcher*, 1 Dougl. 284.

The operation of a representation may be neutralised by the assured confessing his mistake before the policy is executed, or stating that he will not hold himself bound by it, or by controlling or qualifying it by a subsequent statement.

Arn. 4th edit. 499, 500.

Representation to first Underwriter.

A misrepresentation made to the first of several underwriters may (*semble*, it does) affect the contract with all.

Arn, 4th edit. 506 (see Ellenborough, C. J., *Foster* v. *Pigou*, 1 M. & S. 13.

Essentials.—The representation must be pertinent, of material facts, must relate only to the policy in question, and be made to the first name, and is confined in its operation to the one policy.

Ib.; Duer Ins. 667, 678.

If one name is put first on a policy as a decoy, and the policy is exhibited to other underwriters who subscribe it, it is void as against them.

2 Duer 679; Arn., 4th edit., 508.

COMPANY LAW.

NOTES OF NEW DECISIONS.

WINDING-UP.—CONTRIBUTORY—SUBSCRIBER TO MEMORANDUM OF ASSOCIATION.—SALE OF LAND TO COMPANY—PURCHASE-MONEY—SET-OFF.—By a parol agreement entered into in May 1865, between the promoters of a company and M., it was agreed that M. should sell a certain piece of land to the company, and should accept 100 fully paid-up shares in part payment of the purchase money. In Nov. 1865 the company was registered under the Companies Act 1862, and M. subscribed the memorandum of association for 100 shares of £10 each. The company at once entered into possession of the piece of land, and in March 1866 a written agreement was executed whereby M. agreed to sell the piece of land to the company for £1000. A conveyance of the land was subsequently executed, and M. signed a receipt for £1000. No money was, however, paid to him, but 100 fully paid-up shares were allotted to him in respect of the £1000 purchase money. The prospectus of the company stated that a satisfactory arrangement had been made for the purchase of the land in question, the vendor taking £1000 of the purchase money in paid-up shares. And in a report made by the directors to the shareholders in March 1866 it was stated that the vendor had agreed to accept £1000, part of the purchase money, in paid-up shares; and in a board minute of the same date it was stated that 100 paid-up shares had been issued to M. in part payment of the purchase-money. Held (reversing the decision of Bacon, V.C.), that the contract by M. to take the 100 shares for which he subscribed the memorandum of association was satisfied by the allotment to him of the 100 shares in part payment of the purchase money for the land sold by him to the company, and that he was not liable as a contributory in respect of 100 shares: (*Maynard's case*, 29 L. T. Rep. N. S. 630. L.C. and L.JJ.)

CONTRIBUTORY—SUBSCRIBER TO MEMORANDUM—PAYMENT OTHERWISE THAN IN CASH.—The L. Company was formed to purchase the business of C., the capital to be £7500, in 7500 shares of £1 each. The memorandum was signed for 6265 shares, C. subscribing for 2500. The articles dated the same day recited and adopted an agreement already prepared with C. for the purchase by the company of his business and premises for £5000, half to be paid in cash and half in 2500 fully paid-up shares. The memorandum did not state that the 2500 shares subscribed for by C. were fully paid-up. The memorandum and articles were registered on the 27th Sept. 1870. The agreement with C. was executed on the 30th September, and registered on the 6th October following. This agreement did not state that the shares to be allotted to C. as fully paid-up were the same as those for which he had subscribed the memorandum. On the 10th October 1870, 2500 fully paid-up shares were allotted to C., "the said shares being the same for which the said C. subscribed the memorandum and articles of association." The court being satisfied that it was the understanding of all parties that the 2500 paid-up shares allotted to C. were the same as those referred to in the agreement, and that it was in respect of those that C. had signed the memorandum. Held, that C. could not be placed on the list of contributories in respect of the shares: (*Coates's Case*, 29 L. T. Rep. N. S. 637. V.C. M.)

PURCHASER OF SHARES ON STOCK EXCHANGE—INFANT TRANSFEREE—MISREPRESENTATION—INDEMNITY TO VENDOR.—E., the defendant, instructed his brokers to purchase shares in a limited company, who accordingly purchased 100 shares from the plaintiff M. E. subsequently instructed his brokers to pass the name of his son as the transferee, describing him as "My son G. E., drysalter." The shares were transferred into the name of G. E., who executed the deed of transfer. On the company being shortly afterwards wound-up it was discovered that G. E. was an infant, and steps were taken to substitute the plaintiff's name on the register and list of contributories. Neither the defendant's brokers nor the plaintiff knew at the time of the purchase that G. E. was an infant. G. E., through the defendant as his next friend, brought an action at law against the plaintiff to recover the purchase money for the shares, charging the plaintiff with fraud and misrepresentation as to the value of the shares. The action was compromised by the plaintiff (the defendant at law) returning the purchase money, the charges of fraud being withdrawn, he being still unaware of G. E.'s infancy. Defendant's answer stated that the shares were purchased as an investment for money advanced by the defendant to his son. Held (1), that the defendant was the true owner of the shares; (2) that the compromise of the action at law was not binding upon the plaintiff, as the fact of G. E.'s infancy was concealed from him; and that the defendant was bound to indemnify the plaintiff in respect of the shares: (*Maynard* v. *Eaton*, 29 L. T. Rep. N. S. 637. V. C. M.)

COUNTY COURTS.

MALDON COUNTY COURT.

Friday, Dec. 19, 1873.

(Before T. ABDY, Esq., Judge.)

THE REV. C. G. G. TOWNSEND *v.* THE GREAT EASTERN RAILWAY COMPANY.

Railway company—Liability to maintain fences.

C. Gepp, of Chelmsford, appeared for plaintiff.

Moore appeared for the company.

Gepp said the action was brought to recover 50s. damages sustained by the plaintiff through the company neglecting to provide a sufficient fence between plaintiff's land and their line of railway at Hatfield Peverel; in consequence of which a sheep breaking through the fence was killed on the line by a passing train. Mr. Townsend had thought it proper to bring this action to establish his rights in the matter. He might mention that had not Mr. Townsend's man visited the field from which the sheep had escaped soon after the accident, a great many sheep would probably have been killed, as there was then a flock of 105 sheep on the railway; and the consequences might have been very serious.

Isaac Harvey, a man in the plaintiff's employ, went about five o'clock on the morning of the 17th Aug. to a field adjoining the railway, in which he had left 105 sheep the night before. Not seeing the sheep, he had discovered a gap in the hedge through which the sheep had passed on to the railway; with the assistance of the bailiff he got the sheep off the line, but one had been run over and killed by a train, the driver pulling up the engine as quick as possible after the accident. The fence was a quick hedge.

Gepp.—Was it sufficiently thick to keep the sheep in?

Witness.—If it had been they would not have got through, sir.

In answer to *Moore*, witness said the fence had been there since the formation of the railway, thirty-two years ago, and it had been the habit to turn sheep in the field year after year; there were no gaps in the fence the previous evening.

John Tyler, bailiff, corroborated, and Mr. Upson, manager of the farm, said the railway company always trimmed and kept the hedge in order, and they had repaired it since the accident; the hedge was not in sufficient repair to keep the sheep in.

Moore contended that as the evidence showed the fence was in good repair just prior to the accident, there was no evidence of negligence on the part of the company. If he showed that the hedge was in good repair at the time, the plaintiff could not say it was not a sufficient hedge, as by 8 & 9 Vict. c. 20, s. 68, it was laid down that if after the lapse of five years no complaint is made of a fence, it was deemed a sufficient fence, and thirty-two years had elapsed before any complaint was made of this hedge.

Gepp urged that the Act quoted by Mr Moore was not applicable to that line of railway, as the line was formed before that Act was passed. The action was taken upon the Eastern Counties Railway Act 1846, which in the 107th section, after providing as to the erection of fences, says such fences shall be kept in proper repair.

In the course of a conversation, his HONOUR

said railway companies had great statutory powers, and it was very necessary for the protection of property and lives of persons travelling by the rail that they should keep the fences in proper order.

For the defence, *Moore* called Thomas Mead, platelayer, who saw the hedge the day before the accident, when it was in good repair, and in conversation, Tyler, plaintiff's bailiff, told him he saw nothing amiss with the fence. A gap was made by the violence of the sheep through the bottom of the hedge; he had noticed that the sheep lay alongside the hedge in a flock, and they had forced themselves under the hedge to escape from the sun. A ditch interposed between the field and the hedge.

Gepp said the sheep being found on the line at five in the morning, they must have broken through during the night, and would not then have been seeking shade from the sun.

Mr. Kemp, inspector of platelayers, said that the fence seemed to him to be an unusually good one.

His HONOUR did not think the Company had done all they ought to have done in looking out for weak places. The sheep seeking shade at this particular spot, it was very probable the fence would be weakened thereby. His HONOUR gave judgment for the amount claimed with costs.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

EXECUTION—PAYMENT TO SHERIFF BEFORE LEVY—LIQUIDATION—NOTICE—PAYMENT BY SHERIFF AFTER—THE BANKRUPTCY ACT, ss. 6, 87.—If a judgment debtor voluntarily, and to avoid execution, pay to the sheriff the amount of the judgment debt and costs, he does not thereby constitute the sheriff his agent, and the sheriff cannot, if he receive notice of a bankruptcy petition, within fourteen days, pay over the amount of the debt to the creditor. Consequently, if before paying over the money to the judgment creditor, the sheriff have notice of the filing of a bankruptcy petition within the time prescribed by the 87th section of the Bankruptcy Act 1869, the creditor must refund: (*Ex parte Brooke, re Hassall*, 29 L. T. Rep. N. S. 653. Bank.)

WORKMEN'S WAGES—ORDER FOR PAYMENT OF—PROSPECTIVE COSTS—DUTY OF TRUSTEE.—The effect of an order directing a trustee to set apart a certain sum for the payment of certain preferential claims, is to sever that amount from the debtor's estate, and the trustee cannot delay the payment thereof merely upon the ground that the balance in his hands will be insufficient to meet prospective costs: (*Ex parte Powis, re Bowen*, 29 L. T. Rep. N. S. 655. Bank.)

COURT OF BANKRUPTCY.

Monday, Jan. 12.

(Before Mr. Registrar HAZLITT).

Re MURE.

Discharge—Examination not passed, but good dividend paid.

THIS was an application by William Thomas Henry Strange Mure, distiller and spirit merchant, of the Three Mills Distillery, West Ham, trading under the firms of Metcalf and Co., and Mure and Co., for an order of discharge.

Finlay Knight appeared in support of the application.

Layton (*Nash, Field,* and *Co.*) for the trustee.

It would seem that, in the autumn of 1871, the bankrupt left this country and proceeded to Australia, where he is now living. An adjudication having been obtained, the trustee administered the property, and dividends amounting to 15s. 6d. in the pound were paid. At a meeting of the creditors, recently held, it was resolved to accept a proposal made by Col. W. R. Strange, the father of the bankrupt, for the purchase from the trustee, at the price of £700, of the debt due from Mr. G. S. Elliott under a contract dated Jan. 31, 1868, and for the payment of the sum of £300 for the purpose of replacing the £300 taken by the bankrupt with him when he left England; and the creditors assented to the bankrupt applying to the court for an order of discharge. A difficulty arose, however, in carrying out the wishes of the bankrupt and his creditors, in consequence of the bankrupt's absence, and the fact that that he had not passed his examination.

Knight contended that there was nothing in the statute which placed any limitation upon the mode of applying for an order of discharge, and that the rules were directory merely and not imperative. The case stood upon an entirely different basis under the old law. The Chief Judge in the matter of *Hine* v. *Anthony* (14 S. J., 656), where application was made for the appointment of a sitting for discharge before the examination had been passed, said there seemed to be no objection to the appointment of a sitting, and if the examination should be passed, the discharge would stand upon its own merits.

In answer to the court,

Layton said that after the bankrupt's departure an approximate statement of affairs was made out, and the creditors were satisfied they had obtained the necessary information in reference to his transactions; and they desired the bankrupt should receive his discharge if the court thought it could be granted.

His HONOUR said the court was desirous of affording every facility in a case where a handsome dividend had been paid, but in the face of the 19th section and the 140th rule it was impossible to grant the discharge until the bankrupt had produced a statement of his affairs and attended the court for public examination. The matter would be adjourned *sine die*, with liberty to the bankrupt to apply when he had conformed to the law.

MANCHESTER COUNTY COURT.

Saturday Jan. 10, 1874.

(Before J. A. RUSSELL, Q.C., Judge.)

HAND *v.* KAUFMANN.

Bankruptcy Act 1869—*Issue tried by consent.*

H. sought to recover on two bills of exchange, drawn by N. and Co., accepted by K., the defendant, and endorsed by N. and Co. to H. the plaintiff, a solicitor, as security for a sum agreed upon as consideration for H.'s acting in the affairs of N. and Co., who were in difficulties.

Held, that this was a legitimate transaction, the agreement for H. to act in winding-up N. and Co.'s affairs being a good consideration, and that H. was entitled to recover on the bills from K. irrespective of the consideration as between K. and N. and Co., whatever might be his position with regard to the estate of N. and Co.

S. Taylor, barrister, for the plaintiff.

Storer, solicitor, for the defendant.

THIS was an issue directed to be tried, under a trader debtor summons, between Lewis Hand, solicitor, 22, Coleman-street, London, and Louis Kaufmann, of 15, Market-street, Manchester, with reference to certain bills of exchange, which, having been accepted by the defendant, were now overdue. The bills, in respect of which the defendant was alleged to be liable were drawn on the 14th March 1873, by Messrs. Neumann, Gingold, and Co. merchants, London, for the sums of £155 and £164, being directed to and accepted by Kaufmann, payable to the order of the said Neumann, Gingold, and Co. five months and six months respectively after date, and indorsed ty them to the plaintiff.

Taylor stated the facts, from which it appeared that the plaintiff was, on the 25th April, 1873, consulted by Messrs. Neumann, Gingold, and Co. who were in difficulties, with reference to their affairs. He told them that before he could consent to act for them he should require as security a sum of £300. The liabilities of the firm were heavy, amounting, he believed, to over £300,000. Mr. Neumann and Mr. Gingold both said that they were without ready money, but were prepared to hand over "good bills" to the amount required if he would take them. To this he consented, and undertook the winding-up of their affairs. They endorsed to him the bills in question, one of which—that for £155—he paid to his bankers, but it was dishonoured. He did not, knowing what had been the fate of the first, tender them the second. At the time when the bills were endorsed to witness, he knew nothing of the circumstances under which it was said they had been accepted. The plaintiff had incurred liabilities on account of Messrs. Neumann and Co. in reliance on the security of these bills. Kaufmann had suspended payment in November 1872, being indebted to Neumann and Co., and had paid 2s. 6d. in the pound, having promised to pay Neumann and Co. in full, according to the plaintiff's contention which promise was the consideration for these bills, but according to the defendant's contention the consideration for them was the supply of goods to Kaufmann, which goods had never really been supplied. A part of Kaufmann's composition amounting to £154 had been paid to Neumann, for which the latter gave an I. O. U., to be returned when the balance of the composition was paid.

Storer, addressing his Honour for the defence, argued that Kaufmann's indebtedness to Messrs. Neumann, Gingold, and Co, at the time of his filing his petition was satisfied by the payment of the £154, being part of the composition, and the promise of extended time for payment of the balance. The bills were not paid in any sense in satisfaction of that balance, therefore it followed that Kaufmann stood indebted to Messrs. Neumann, Gingold, and Co., and he was still indebted to the trustee of the estate, in the amount which would make up the difference between the £154 and the composition arranged to be paid. Mr. Neumann said that the only consideration for giving these bills on the part of Kaufmann on the 14th March 1873, was the promise made previously to the filing of the petition, and renewed subsequently, to pay in full. That he (*Storer*) submitted, was no consideration at all.

His HONOUR.—If the debt was satisfied by payment of the composition there was, of course, no consideration.

Storer.—Starting from that point—and it is my standpoint—I say that that was not the arrangement. The bills were given upon the faith of the defendant Kaufmann's representation that he was in a good position. Mr. Neumann, who thought he was only fettered for a short time, said, "I'll send you a stock of cigars if you will let me have some bills." Upon that the bills were given. Whether, therefore, we accept the statement of Mr. Neumann or that of the defendant, clearly there was no consideration made for these bills, because, on Mr. Neumann's testimony, no goods were sent to Kaufmann in return for the bills.

His HONOUR.—I have said that if the composition was paid there was no consideration for the bills. The original debt was gone.

Storer.—Then is the plaintiff in a different position, with regard to these bills, than Messrs. Neumann, Gingold, and Co. and their trustee were? He continued: The material part of this case was, what, as a matter of fact, was due to Mr. Hand at the time the bills were given to him? In fact, nothing. He received the bills in anticipation of charges that were to be incurred in liquidating the affairs of Messrs. Neumann, Gingold, and Co. Up to the 13th May, when the petition was presented to the London Bankruptcy Court, all that he was in a position to claim was the costs then incurred—namely, £21. He had no right to take into his custody property belonging to the debtors' estate and say, "I have a lien upon this in respect of charges to be incurred in this bankruptcy." By rule 31 of the rules of 1870, it was provided that in all cases of bankruptcy the solicitor should be entitled to receive his costs, charges and expenses, out of the estate, from the trustee; and that is one of the first payments to be made by the trustee.

His HONOUR—The question here is whether a person under liquidation is not entitled to employ and bound to pay the solicitor whom he and his trustee think it necessary to consult for the purpose of aiding the winding-up of the estate. It is a question between Mr. Hand and the firm who employed him, Messrs, Neumann, Gingold, and Co., for the purpose of protecting their interests.

Storer submitted that Mr. Hand could only claim as against these bills for the amount of his costs incurred prior to the filing of the petition. Mr. Dubois's claim, however, might be added to the amount, Mr. Hand having made himself responsible for it; but with regard to all subsequent legitimate charges, the estate of Neumann, Gingold, and Co. was liable. Their trustee was the person to sue upon these bills, and not Mr. Hand.

His HONOUR (who did not call upon Mr. Taylor for a reply), in giving judgment, said it appeared from the evidence that £154 was received by Mr. Neumann from the defendant in part payment of the composition due to his firm under the latter's liquidation; and the I O U given by Mr. Neumann for the amount was by arrangement to have been returned on payment of the balance. That bills of exchange were given there could be no question; the only question was, in respect of what were they given? Were they given in respect of the balance of the original debt, or in respect of some fresh consideration in the way of sending goods, which consideration was never complied with? Mr. Storer had argued that, by reason of the composition having been paid as it was, by the giving of the I O U, and the promise to pay the balance between £154 and £212, the matter stood precisely as it would have done supposing the original arrangement to have been carried out. He (the judge) was entirely of a contrary opinion. The balance in question never was paid; and the effect of the nonfulfilment of the agreement was to revive the original debt. If it were material to the issue, he should hold, on the evidence, that there was a perfectly good consideration as between Neumann, Gingold, and Co., and Kaufmann in respect of these bills of exchange; but now came the question, even assuming that there was no consideration at all, in what position did Mr. Hand stand? Was he the holder of the bills without consideration? Mr. Storer appeared to have confounded the question as it arose between Mr. Hand and Kaufmann with the question that would have presented itself supposing Mr. Hand to have been going against Neumann's estate. That was not the position of matters. Mr. Hand came forward as the holder of two bills of exchange, which bills were handed to him before an act of bankruptcy was committed, and therefore, of course, before he could have had notice of an act of bankruptcy, and the question was, was he a holder for value in respect of those bills? The facts were that, some days prior to the filing of their petition, Messrs. Neumann, Gingold, and Co., consulted him with reference to their affairs. Mr.

Hand said, "Your estate is large, and as the expense of winding-up will be considerable, I cannot undertake it unless I have cash in hand." Having no cash, they gave him the bills in question, saying, "You will be able to raise upon them all the money you want." Was that, or was it not, a legitimate transaction? Was it contrary to the policy of the bankrupt laws? Surely not; it was a *bona fide* and lawful agreement; and the consideration—namely, that he was to manage their affairs under the liquidation—given for the bills was a perfectly good and valid consideration. Then, had he any further liabilities? He had. He was liable to Mr. Dubois, the accountant, for £148; and he had likewise incurred with other parties liabilities to the extent of something like £70 or £80; and if he had to continue acting for Mr. Neumann, in consultation with the trustee and other parties interested in the estate, he would incur still further liabilities. He (the judge) held that, under all the circumstances, Mr. Hand was, in the strictest terms, a holder for value of these bills; and, whatever his position as regarded the estate of Mr. Neumann, the simple question was, had he or had he not, being such holder for value, any good claim against Kaufmann, the acceptor of the bills? Most clearly he had. He had a perfectly good title to recover upon them; and judgment would therefore be for the amount claimed—namely, £315, with costs.

SWANSEA COUNTY COURT.

Thursday, Jan. 8.

(Before T. FALCONER, Esq., Judge.)

Re PERKINS.

Liquidation—Receiver's costs—Subsequent bankruptcy—Liability of trustee—Bankruptcy Act 1869, s. 103.

IN this case a bankruptcy petition was presented against one F. Perkins, and he was adjudicated bankrupt. The bankrupt was in partnership with R. W. Perkins, and subsequently to the bankruptcy of the former, the firm presented a petition for liquidation by arrangement (sects. 125 and 126). Resolutions were passed, but his Honour on motion refused to register them. A bankruptcy petition was then presented against R. W. Perkins, and he was also adjudicated bankrupt. While liquidation proceedings (partnership) were pending, one Warwick was appointed receiver. The question now to be debated was, whether the costs of this gentleman were to be paid out of the bankruptcy assets in priority, or whether he was to prove as a creditor in the bankruptcy, and receive dividend *pro rata* with other creditors.

Clifton for Warwick, receiver in liquidation.

Glascodine, solicitor, trustee under two bankruptcies opposing.

Clifton made the application, and read the notice.

Glascodine.—I object to the application being made on account of informality. It does not appertain to one of the two bankruptcies of which I am trustee.

Clifton.—A day has been named by the registrar for the hearing of the motion, and the costs have been taxed by him.

Glascodine.—There are two bankruptcies and one liquidation. The other side mixed them up.

His HONOUR.—I should like to have all the facts before me.

Clifton.—I shall read you the affidavit that is on the file. The costs have been taxed by the registrar. The liquidation is quite regular upon the face of it. The costs have been taxed in that matter. The liquidation proceedings become abortive, and two bankruptcy proceedings are now subsisting. Mr. Glascodine is trustee under both those bankruptcies. The court has to inquire whether these costs are properly payable. If no bankruptcy had supervened there would be no doubt that these costs are payable. I shall, therefore, refer you to the last rules (1871) on the subject of liquidation and composition. "Where in bankruptcy or liquidation a receiver or manager is continued as trustee, the remuneration of trustee at the rate determined on shall commence as from the date of his appointment as receiver or manager, and shall be assessed accordingly; and no other than the aforesaid remuneration shall be made to the trustee for his services as receiver or manager." (Rule 6.) The next rule (7) provides for a state of things where the receiver is not continued as trustee: "Where the receiver or manager is not continued as trustee, or is continued as trustee, but without remuneration, he shall be allowed out of the estate such sum for his services as receiver or manager as the taxing officer of the court shall, having regard to the views of the trustee and committee of inspection (if any), thereon think fit." Upon those two rules I base my claim. Mr. Glascodine wishes Warwick to come in as a creditor. I beg to draw your attention to the cases decided on the subject, and to the 292nd rule: "Where bankruptcy occurs pending proceedings for or towards liquidation by arrangement or composition with creditors, the proper costs incurred in relation to such proceedings shall be paid by the trustees under the bankruptcy out of the debtor's estate, unless the court shall otherwise order." Should be paid without application to the court, unless the court otherwise orders: (*Re Stow*, LAW TIMES, vol. li., p. 52.) I have also to refer you to *Ex parte Tomlynson, re Boyce* (3 D. F. & J. 745); and *Ex parte Shaw*, (1 De G. 242). Since the Bankruptcy Act 1869 has been passed an important case has been decided, which bears a strong analogy to the present one: (*Ex parte Page, re Springall*, 25 L. T. Rep. N. S. 716.) The Chief Judge there said, "Where petition for liquidation and two petitions for bankruptcy costs to be paid in following order:—1, receiver in liquidation; 2, receiver in bankruptcy; 3, solicitor in liquidation; 4, solicitor to first petitioning creditor; 5, solicitor of trustee in bankruptcy; 6, solicitor of second petitioning creditor." And Rule 113 provides that "in case any joint estate of any bankrupts shall be insufficient to pay any costs or charges necessarily incurred in respect of the same the court, on application of the trustee, may order such costs to be paid out of the separate estates of such bankrupts, or one or any of them; and *vice versa* may order costs necessarily incurred from any separate estate, if the same were incurred with reasonable probability of benefit to the joint estate, to be paid out of such joint estate." The liquidation charges should be paid out of either of the estates—joint or several. I ask in the terms of the notice filed that the costs and charges of Mr. Warwick, as certified by the allocatur of the registrar, be paid out of the bankruptcy estates.

Glascodine.—The liquidation proceedings were quite irregular.

His HONOUR.—Mr. Clifton's contention is that the liquidation proceedings were quite regular.

Glascodine.—Your Honour has already decided that the liquidation proceedings were wrong *ab initio*. A petition in bankruptcy was presented against F. Perkins, and he was adjudicated bankrupt on 12th Oct. 1871. That bankruptcy is still subsisting. Some time in that month or November, the two Perkins (F. and R. W.) filed a petition for liquidation—after the first meeting of creditors in F. Perkins's bankruptcy and trustee appointed. By this proceeding the two Perkins hoped to throw aside the bankruptcy proceeding against F. Perkins, and supersede it by joint action. Bankruptcy may be turned into liquidation, but bankruptcy is not to be superseded by liquidation on action of debtor. Your Honour has already decided in Jan. 1872, that the liquidation was simply void. It was never intended that proceedings should be superseded in this way.

Clifton.—I see no reason why it could not be done by the partner.

Glascodine.—Yes by the partner, but not jointly. Your Honour decided that the resolutions in liquidation should not be registered on my objection—8th Feb. 1872. The two Perkins employ Warwick, and Warwick's costs incurred by them were due from them. If F. Perkins employed him he was bankrupt at the time. It cannot be payable out of his bankruptcy. He could not allow a debt to be contracted, even above all to have such priority. Suppose R. Perkins had done it. R. Perkins might well have gone to Warwick and ask him to do these things. R. Perkins then owes the money to Warwick. Warwick's claim is good as against R. Perkins, and a debt due from him must be proved against his estate in the ordinary way. If it be payable in moieties each estate must bear a share. I refer to General Rule 33, which is a rule in bankruptcy, and there is no corresponding rule in liquidation. The affidavit leading to the appointment of receiver was read by the registrar.

Glascodine.—I do not comment upon the appointment, but upon the affidavit leading to that appointment—the means by which he was appointed. I contend that the other side must prove their debt against the bankruptcies.
allow it, then let the question be discussed again. It is not a proceeding in one of the bankruptcies as to entitle your Honour to make the order.

His HONOUR, recapitulating all the facts adduced before him, proceeded to state that as far as R. Perkins was concerned, it was a personal expense against the persons affected by the liquidation. R. Perkins was a party to it, and if there was any account it was between Warwick and R. Perkins. On his becoming bankrupt Warwick's debt became a provable debt against his estate. It must be proved in the second bankruptcy. It cannot be charged in priority. Costs of the day allowed to trustee.

LEGAL NEWS.

LITIGATION IN 1873.

A WRITER in the *Standard* says:—The only election petition heard during the year was that against the return of Mr. Wait, the Conservative member for Gloucester, against whom bribery, personation, and other offences were alleged, only to be completely disproved and ignominiously dismissed at the trial before Mr. Justice Blackburn, who commented severely upon the groundlessness of the charges, and ordered the petitioners to pay the costs. Several municipal election petitions were tried before barristers specially appointed under the recent Act, with varying results. At Birmingham the petitioner failed because the judge refused to invalidate twenty-nine voting papers as to which the returning officer had made a mistake somewhat analogous to that which gave Mr. Rylands his seat for Warrington. At Blackburn the returning officer's counting of the votes was held conclusive, the result being to put the petitioner in a majority of two, which the respondent contended was due to miscalculation. At Barnstaple the successful candidates were unseated for their agents' misconduct, but at Blackburn the charges failed, and the respondents held their own. Parliamentary petitions are pending against the return of Sir Henry James for Taunton, and Mr. Mills for Exeter, while Mr. Gladstone's right to sit for Greenwich after accepting a fresh office of profit has yet to be determined. Mr. Mikles, a magistrate at Cork, was sentenced to a week's imprisonment for the newly created offence of violating the secrecy of the ballot-box. Next in order, as of political as well as legal interest, may be mentioned the failure of the prosecutions of the Roman Catholic priests inculpated by Mr. Justice Keogh's famous judgment on the Galway petition. The trials of Fathers Loftus and Quinn proved abortive through the jurors' disagreement, and Bishop Durgan, the third defendant, was triumphantly acquitted, whereupon the remaining prosecutions were precipitately abandoned. With much difficulty, and after more than one unsuccessful effort, O'Kelly, a Fenian, was convicted of shooting with intent to murder in the streets of Dublin. But against this must be set the verdicts obtained by the plaintiffs in the actions against the Marquis of Hartington and other officials for assaults committed during the Phœnix Park riots, and the application of Redding, one of the liberated Fenian convicts, who moved the English Court of Queen's Bench for a criminal information against the medical officers of Chatham Convict Prison, whom he accused of gross and wanton cruelty. As might have been expected, the charge proved utterly groundless, and the rule was discharged with costs. The judges of assize who inflicted well-merited punishment on the Belfast rioters were so roughly assailed in the columns of the *Ulster Examiner*, that the editor was visited with a fine of £250 and three months' imprisonment for gross contempt of court. And though Father O'Keefe has not entirely failed in his stalwart contest with Cardinal Cullen and the Irish Education Commissioners, he recovered only nominal damages against the Cardinal, while his controversy with the Commissioners is still undetermined. The year has not been wanting in proofs of the law's glorious uncertainty. The suit brought by Mr. Peek to make the directors of Overend and Gurney (Limited) responsible for heavy losses sustained through the failure of the company was dismissed by Lord Romilly because, though the plaintiff had once had a complete case, he had lost his right to redress by delay. On appeal, the House of Lords held that the delay was of no consequence, but that Mr. Peek was wrong in suing the directors in equity instead of at law, and moreover, that he had no case in either forum, as he had failed to connect his taking of shares with the issue of the prospectus which contained the misrepresentations he complained of. In *Parker* v. *Lewis*, Malins, V.C., following his own decision in *Gray* v. *Lewis*, held certain directors of the National Bank answerable for a quarter of a million, lost through the manner in which Lafitte and Co. (Limited), had been promoted. The National Bank had accepted the first decision, and had paid this enormous sum to the parties interested. On appeal, the full court reversed both decrees, holding that as both plaintiffs and defendants had lent themselves to "a trilateral arrangement to deceive the Stock Exchange Committee," neither had any claim against the others, nor had the bank any right to recover money which it had voluntarily paid. In *Re The Bank of Hindustan, &c.*, Wickens, held an amalgamation with another bank to have been *ultra vires* and void, so that shareholders in the one institution were entitled to escape scot free, leaving those in the other to bear the burdens falling on both. On appeal, this decision was reversed, except as to a very small minority of proprietors, whose shares were forfeited before their acceptance of shares in the amalgamated concern. In *Re Andrews* the Court of Queen's Bench unwillingly followed its own precedents, and refused to order the infant child of a mixed marriage to be given up to the Protestant mother, in opposition to the wish of a testamentary guardian appointed by a Catholic father. In the Court of Chancery a different decision was arrived at after a very patient hearing, before Vice-Chancellor Malins. In the famous *Mordaunt* case, the House of Lords has taken time to

consider the effect of the respondent's insanity upon the petitioner's right to proceed, so long as that insanity continues. And their Lordships' have, in like manner, postponed their decision as to what constitutes an invitation to alight from a railway carriage—a moot point, raised in the long-pending suit of *Bridges* v. *North London Railway Company*.

Among other noticeable examples of litigation we may notice the cases of *Dent* v. *Nicholls*, and *Maynard* v. *Eaton*, which may be taken to have finally established the rule that a purchaser of shares, whether jobber or investor, is answerable to his vendor if he gives, as transferee, an infant, an idiot, or other person under legal disability. In *Dawkins* v. *Lord Rokeby*, the Court of Exchequer Chamber decided that no action will lie against a military officer for a report as to the conduct of a subordinate, made in the course of his duty to higher authorities, even if the defamatory statements complained of were made maliciously, unreasonably, and causelessly. It should be remembered that this is simply an annunciation of the law, not a decision upon the merits of the particular controversy by which it was evoked.

The maritime trials of the year have included an inquiry at Liverpool—instituted at the request, and resulting in the complete vindication of, Messrs. Ismay, Imrie, and Co.—with reference to the equipment of the *Atlantic*, a fine vessel, which went down when near her destination, causing a loss of several hundred lives. *Re The Northfleet*, Board of Trade and Admiralty proceedings alike have proved that the original accounts of the catastrophe were pretty nearly correct, and have ended in the seizure, condemnation, and sale of the *Murillo*. The Judge of the Admiralty Court refused to recognise the Khedive of Egypt as a Sovereign Prince who could not be sued before ordinary tribunals. Mr. Plimsoll defeated Mr. Norwood's attempt to obtain a criminal information for libels contained in his celebrated pamphlet on "Our Seamen," but civil actions are understood to be still pending at the instance of Messrs. Norwood and Gourley. The agitation which Mr. Plimsoll set on foot has caused, or been followed by, the detention and condemnation of many vessels as unseaworthy, and magistrates have so often held sailors justified in refusing to sail in unsafe vessels, that their champion's labours have not been altogether in vain.

THE IRISH COURT OF EXCHEQUER.

IT is not our custom to canvass the merits and claims of candidates for positions, judicial or otherwise, in Ireland. When appointments have been made we criticise them honestly, and express our opinion of the choice of the Government. But within the last few weeks a strange controversy has arisen concerning the vacancy in the Court of Exchequer. The lamented death of the Chief Baron Pigot took place at a time when no appointment could possibly be made, and when it was not necessary that there should be any haste in the matter. Some of our contemporaries, however, inferred that the Government have determined not to appoint another judge, but to promote an existing one, and thus to diminish the judicial staff of the Bench. This inference was strongly supported by a certain article in the *Times*, which, whether inspired or not, was probably intended to try the feelings of the public on the subject; and we trust that the response it elicited from all quarters in Ireland, and from the most influential and (which is more important) independent papers in London, will show that if the Government ever intended to act in the manner shadowed forth above, they would not receive the support of any section in Ireland, and would be strongly opposed even in England. For ourselves we have not hitherto noticed the subject, because we do not believe that any Government would attempt, during the Parliamentary recess, of its own motion, to make such a change as to permanently reduce the number of judges in a Superior Court from four to three judges. This would be clearly unconstitutional, in the best sense of that term, clearly inexpedient in the present state of business, and we had almost said impossible, from the duties to be performed by each member of the court. It is unnecessary to add that it would in some sense be a breach of faith with those who by custom have a right to consider themselves entitled to promotion. When we say that to reduce the number of judges from four to three in each court would be unconstitutional, we do not mean that it would be illegal or impossible—the prerogative is doubtless strong enough for greater interference—but we do say that without a radical change in the circuits, and in the method of transacting business, suitors would be prevented from enforcing their rights and remedying their wrongs, and so the great charter itself would be broken—"We will not deny or delay to any man justice or right." That it would be inexpedient, even in a political sense, no one can deny who is acquainted with the state of business and society in this country. We have six circuits, on each of which two judges go twice a year (and we shall probably soon require a winter assize in Belfast and Cork), and thus the circuit arrangements should be modified; but, in addition, the Exchequer, and indeed, each of the Common Law Courts, has an exclusive jurisdiction which precludes judges of one court from discharging the functions of another. Thus it sometimes happens that we have to wait out of term for some time to obtain an order in a bail motion from a judge of the Queen's Bench, or an order under the 4 & 5 Will. 4, c. 92, from a Common Pleas Justice. The absolute as well as relative duties of the judges of all the Superior Courts are considerable, and each year increasing. Several late Acts have vastly increased their duties—for instance, the Act which transferred the trial of election petitions from committees of the House of Commons to the courts of law—the Land Act of 1870, which has given rise to much circuit business, and requires the attendance of a majority of the judges in the Court for Land Cases Reserved, and which indirectly, by its influence in increasing the available wealth of the country and in discouraging emigration, is each year increasing the amount of litigation. We need hardly refer to the report of the commissioners in 1862, who reported against diminishing the number of judges. But we venture to say that in anticipation of a Judicature Bill for Ireland in a few years, and the necessary changes to be then introduced, it would be a piece of wanton extravagance to alter and re-model the present system to found one which could necessarily only exist for two or three years. The Profession and the public showed a fatal apathy in the matter of the vacancy in the Landed Estates' Court; but yet the Government did not proceed with their proposed Bill to render a further appointment unnecessary, and we trust they may yet, by a combined effort, be induced to fill up the vacancies, and thus preserve for Ireland the complete advantages of, perhaps, the most excellent institutions we owe to the English connection. Economy is most wise when wisely pursued, and this limitation, we think, would be broken through if anything were done to impair the strength and symmetry of our legal system, or to alienate the feelings of the most enlightened and influential members of the community.—*Irish Law Times*.

TAUNTON ELECTION PETITION.—The inquiry into the petition against the return of the Attorney-General (Sir Henry James) was commenced on Tuesday morning by Mr. Justice Grove, at the Shire Hall, amid manifestations of great interest. Mr. Charles Russell, Q.C., Mr. W. G. Harrison, and Mr. Collins appeared for the petitioners; Mr. Sergeant Ballantine, Mr. Hardinge Giffard, Q.C., and Mr. J. O. Griffits for the respondent.—Mr. Charles Russell opened the case for the petitioners, stating that the petition derived great importance from the fact of the Attorney-General being the respondent. He alleged that the return was brought about by corrupt means, and that the petition charged bribery, corrupt treating, and general bribery and treating by and on behalf of the respondent such as to void the election. With regard to past elections at Taunton, he stated that before the the late Reform Act the constituency was 900, and after it 1900, and though there was a large Conservative element in the county of Somersetshire, yet, as a rule, Liberal members had been generally returned for the borough. After referring to the frequent petitions at Taunton, and the large number of persons alleged to have been treated and bribed at former elections, he called attention to the fact that those persons who at the last trial at Taunton had been acting in the interests of the then respondent—Serjeant Cox—were now partisans of the respondent, and how the change had been brought about was a question which the learned judge would have to consider—viz., whether it was conversion or corruption. At the former petition, when recriminatory charges were made by Serjeant Cox against the then petitioner, and now respondent, they were not gone into, and although Serjeant Cox was ordered to pay the costs of the petition, yet they never were paid, and the order of Mr. Justice Blackburn to that effect had never been acted on, and the petitioner never claimed them. The learned counsel then suggested that this occurred in consequence of an agreement between Serjeant Cox and the now respondent that if the former were not obliged to pay the costs he should not pursue the recriminatory charges against the latter. After alluding to the respondent's canvass in September of last year, Mr. Russell stated that there was a strong feeling in the borough against Sir H. James at that time, inasmuch as he was supposed to have gained his seat in 1868 not by votes, but by a legal contrivance, and that, in addition, he had to combat some change of feeling on the part of many voters because of the Conservative reaction. He then stated that the number of votes in the constituency was about 1852, and that of these Sir Alfred Slade had 989 promises, while Sir Henry James had 970, the class of voters which comprised the former number being in the higher class of life, while those of the latter were of the lower. It was, he stated, a fact that though the last election was conducted under the provisions of the Ballot Act, yet there was far more drunkenness than had ever previously existed in the borough. He then said that he should be able to prove that there had been a great amount of bribery and corrupt treating in No. 3 district, which could be traced to Thomas Burman, a saddler, who had been appointed the respondent's expenses agent, through James Rollings, jun., who acted under Burman's directions. Rollings was one of the secret committee men, and was in the habit of addressing each evening during the canvass the lowest class of voters in the borough in order to obtain their interest for the respondent. He should be able to prove that a Mr. H. Poole, who had been described by Serjeant Ballantime in the 1868 inquiry, as "a corrupt agent of the worst kind," and that men named Toogood, Gorier, and Taylor, the latter being the secretary of the Liberal Association, who acted in the interest and with the knowledge of the respondent, had been guilty of bribery and treating. Between 2 and 3 o'clock on the day of the polling—the 13th Oct.—it was believed by Sir A. Slade's supporters that he had polled seventy-five votes more than the respondent, and the latter even considered that his opponent was at the head of the poll, although by a smaller number of votes. Soon after that time both the candidates were seen going about the borough to bring up voters who remained unpolled, and it was a remarkable fact that many who had adopted rosettes and ribands in the morning—buff being the Liberal and blue the Conservative colour — were seen mixed together and voting for the respondent. Between two and three o'clock a man named Small appeared on the scene, and from that time it was alleged that money was flying about and drink freely dispensed at the instance of the respondent's agents and supporters. At the close of the poll there appeared 899 votes for the respondent and 812 for Sir A. Slade. The learned counsel then criticised the expenses account, its amount being about £850, and said that its importance depended not upon the items included in it, but upon those which did not appear, and that no mention was made of Burman's expenses, who consequently must have looked to some other reward for his services, and took exception to the omission in the account of the respondent's hotel expenses. The personation agents—four of whom were paid ten guineas each, and two eight guineas—it appeared, did not personally know the voters as they ought to have done, and were attorneys from a distance, and it was alleged, therefore, that their employment was colourable. The learned counsel then intimated that he should call William Smith, who would prove that he was in difficulties in the early part of 1873, and that he received assistance from Rollings on condition of his supporting Mr. James, and that he further received money from Small and another person, and that he bribed several voters with it. The respondent's agents had endeavoured to get a declaration from Smith that he had never received any money for his own vote or for any other purpose, and had ultimately succeeded under pressure. Mr. Russell gave the names of several voters, among many others who were alleged to have been bribed and treated, and said that he should be able to trace some of the payments to Burman, the respondent's agent; others to Rollings, who was acting under Burman's directions; and that to some voters small payments had been made for distributing bills, and promises of 10s. if they voted for the respondent. The names of nine gentlemen were given as examples of those who were alleged to have bribed and treated many voters. After stating that he exonerated the respondent from all charges of personal bribery, treating, or undue influence, the learned counsel for the petitioners resumed his seat, having spoken for three hours.

THE LATE MR. OKE.—At the Mansion House on Saturday last the Lord Mayor, on taking his seat, addressing Mr. Gore, the assistant clerk of the justice-room, took occasion to refer to the sudden death on the previous day of Mr. Oke, who had long filled the office of Chief Clerk there. He could not, he said, help publicly expressing his deep regret at the sad and sudden event. So recently as the previous Monday the deceased was discharging his duties in the justice-room, and now he was no more. He felt bound to say that he and his predecessors in the mayoralty had from time to time received very great assistance on the bench from the legal knowledge and advice of Mr. Oke, and probably great difficulty would be experienced in finding one worthy to fill his place. He was a man of considerable ability, and his many published works on legal subjects and their large circulation testified not only to his great industry and capacity, but also to the respect in which his name was held by the legal Profession. Great confidence had been reposed in him as their legal adviser both by previous Lord Mayors and

himself, in consideration of his experience and sound judgment. Personally, he felt his loss very acutely, and he availed himself of that opportunity of publicly referring to the event.

DEATH OF THE CROWN SOLICITOR FOR COUNTY DOWN.—Mr. Ross Tod, Crown Solicitor for County Down, died suddenly on Tuesday night.

MERIONETHSHIRE QUARTER SESSIONS.—The Marquis of Londonderry has been elected the chairman in succession to the late Mr. Meredith Richards, deceased.

THE NEW SHERIFF FOR LANARKSHIRE.—A telegraphic dispatch from Glasgow states that a communication was received yesterday by Sheriff-substitute William Gillespie Dickson, from the Home Office, appointing him sheriff principal of the county, in the room of the late Henry Glassford Bell, Esq. Mr. Dickson was senior sheriff-substitute, and is the author of a work, entitled "The Law of Evidence."

LAND TRANSFER.—"A Victim" complains in the *Times* as follows: "A plot of land was lately given for the erection of a class room in connection with a national school. The site, according to the requirements of the Committee of Council on Education, was valued at £15; the cost of conveyance, &c., was nearly £25, that is £10 more than the value of the land conveyed; surveyor's fees, £2 2s.; solicitor's fees for obtaining signatures of patrons, £5; stamps and parchment, and parchment for copy, 5s.; fee for bishop's signature, £2 2s.; fees and stamps on indenture, £3 5s. 6d.; agent's charges, £2 13s.; postage and parcels, 5s.; solicitor's fees (returned as donation), £8 8s.—total, £24 15s. 6d."

LEGAL PROSPECTS.—In less than nine months the Judicature Act, according to existing arrangements, comes into operation. The public and the legal Profession are anxious to know what has been done to meet the exigencies of the new order of things. The Judicature Commission has taken evidence and issued reports more or less useful in the preparation of the Bill on which the Act was founded. The Legal Offices Commission is now sitting, and has taken a large mass of evidence, and procured the nomination by the Chancellor of a committee of officials of the Court of Chancery to assist its labours. We do not believe, however, that the report of this commission will be of much value to the Chancellor and the judges. Almost every witness who has been examined has been unable to explain to the commissioners the nature and exact value of the several Chancery offices under review. The laborious painstaking of the commissioners is highly praiseworthy. It will at least be a satisfaction to the Government which appointed them to know that they have hitherto done their best to arrive at a knowledge of legal and technical phrases which in the mouths of the witnesses are as household words, but to the uninitiated misleading, or perhaps wholly want meaning. Baron Bramwell, with the most honest intentions, cannot expect to overrule and direct the views of his colleagues in every instance. Lord Lisgar, the able chairman, does his best to understand the technical evidence brought before him. Mr. Law is too much imbued with the spirit of "retrenchment" to appreciate anything beyond the fact that salaries are high, and that he must endeavour to reduce them by at least one-half. Mr. Trevelyan, who knows a little of everything, and expects speedy preferment, has a "cut and slash" manner of interrogating a witness by means of a sort of indictment with several counts, ending in an invitation to the witness to plead guilty or not guilty. Mr. West, elegant and seemingly careless of most things, and Mr. Rowsell, bland and precise, endeavour, but without avail, to exhibit to witnesses a knowledge they do not possess. Three or four practical lawyers, with a like number of business men, would have come to the work knowing more than half the technical facts as yet ascertained by the commission, and would by this time have been in a position to report to Parliament early in the session. Though the commissioners' report cannot be expected to prove of any great value for the purposes of the Judicature Act, it will serve to inform the Treasury on a very large subject which has only recently come under its jurisdiction. It will enable the First Lord of the Treasury to impose upon those newly appointed to legal offices the most galling and humiliating conditions, while keeping within the letter of his powers and taking credit for doing all for the public benefit. What, then, we ask, has been done to prepare for the operation of the Judicature Act in November next? What progress has been made by those intrusted with the compilation of the new rules of procedure? Is the legal profession as yet acquainted with the nature of those rules? Has the draft been printed and circulated? Is such a draft in existence? Is it even sketched out? Much has to be done, and the public await the reply to these questions with a vague anxiety.—*Globe.*

TITHE RENTCHARGES.—The average value of £100 tithe rentcharge for the thirty-eight years elapsed, since the passing of the Tithe Commutation Act, is 16s. 5½d. For the year 1874, each £100 of tithe rentcharge will amount to the sum of £112 7s. 3d.

EDUCATION.—At the recent Middlesex Sessions for this month, the calendar contained the names of 112 prisoners, 19 of whom were committed for misdemeanor, and 93 for felony. Of these 112 prisoners, 20 cannot read nor write, 15 can read, 70 can read and write imperfectly, and one only possesses a superior education.

IT is announced from Washington that President Grant has withdrawn his nomination of Mr. Caleb Cushing for the Chief Justiceship of the Supreme Court, in consequence of the discovery in the "rebel" archives of a letter proving his intimate connection with the Government of Jefferson Davis.

LICENSING PRACTICE.—At the Surrey Quarter Sessions, Mr. M. D. Scott, on Monday last, succeeded in carrying a motion that "No applicant shall be required to attend before the court of confirmation unless the confirmation of licence be opposed." The attendance, unless the confirmation was opposed, was not only perfectly useless, but involved much expense and great loss of time.

CENTRAL CRIMINAL COURT.—The January Session which opened on Monday, the 12th inst. was presided over by Baron Pigott and Mr. Justice Honyman. The calendar included one charge of murder, namely, that of William Parker, charged with wilfully killing two of his children at Wapping. Six persons were charged with feloniously wounding, and there were eleven cases of robbery with violence.

SCOTCH LAW OFFICES.—Mr. Henry Glassford Bell, Sheriff of Lanarkshire for the last thirty-four years, became in the early part of November last temporarily incapacitated by illness from performing his duties. A painful disease from which he had long been suffering had at last assumed so aggravated a shape as to render an operation necessary, and after this had been performed his medical attendants recommended an interval of two or three months' rest, but certified that at the expiration of that time he would be able to resume efficiently the discharge of his duties. Under these circumstances Mr. Bell applied to the Court of Session to appoint a substitute to undertake the performance of his functions during this period. The court showed no disinclination to comply with his request, but the Crown, which, as patron of the office, had been duly informed of it, craved delay to consider it during the vacation. In the meantime it was suggested that Mr. Bell should apply to the Home Secretary for three months' leave of absence, which he accordingly did. His application set forth in full the whole details of the case, pointed out that his medical advisers had certified that the three months' leave of absence would restore his capacity for his post, and himself offered to "make suitable provision for the remuneration" of such qualified persons as the court might think proper to appoint to exercise the office of sheriff in the interim. On Tuesday, the 6th Jan. Mr. Lowe's reply came back. It was to the effect that while the Home Secretary "fully appreciated" the great value of Mr. Bell's long services, he is "compelled to say that the interests of the public service require his immediate resignation of his appointment." The result of his application was, perhaps, fortunately never known to Mr. Bell, as the reply only reached his house on the morning of his sudden and unexpected death from a paralytic stroke. The *Pall-Mall Gazette* says: "Were this all that was known or suspected in reference to the case, it would be sufficient to account for the general indignation which the conduct of the Home Office has aroused. The *Glasgow Herald*, a Liberal journal, well describes the situation—'A public officer who had discharged with unexampled fidelity the most onerous duties for thirty-four years, who had never missed a day, who had no arrears (though there was no court in the kingdom in which arrears would have been more excusable), is suddenly laid aside from duty by a severe and unexpected illness. In the first moments of his recovery he suggests the appointment of a substitute; he promises to provide for him to the full amount of his own salary, so that his appointment could cost the public nothing; he produces the highest testimony that he is likely to be fully competent to discharge his duties at the end of the three months; and he has the universal witness of Lanarkshire to the efficiency with which he has discharged them. He is summarily dismissed because the public service requires it, or, because his office is wanted.' The last words contain the sting of the whole business; for it is commonly said in Glasgow that Mr. Bell was to have been removed to secure the patronage for the superior law officer of the Government of Scotland. But, as though it were not enough that a meritorious public servant should be driven from his post under circumstances of unexampled harshness, and from motives of doubtful disinterestedness, the step must also be defended upon grounds not only untenable, but, one cannot but believe, untenable to the knowledge of those who pretended them. But the transaction would not have been thoroughly Ministerial unless disingenuousness has been added to its demerits. The Lord Advocate, who advised the course taken by Mr. Lowe in the matter, and upon whom a large share of the discredit must devolve, based his advice principally on the allegation that the Court of Session had no power to appoint a substitute under the circumstances in question, but that an Act of Parliament would be necessary legally to effect the substitution; and this statement again was supported by the alleged precedent of Sir Walter Scott and the shrievalty of Selkirkshire, in whose such an Act was passed. The argument was inconclusive at best; for there was no reason why an Act of Parliament should not have been passed, and it would have been only graceful in Mr. Young, under the circumstances, to have suggested it. But, such as the argument was, Mr. Lowe relied upon it in his answer to Mr. Bell's application. Will it be believed that the very preamble of the Act declares its irrelevance as a precedent that it actually recites that 'the sheriff of the county of Selkirk is incapacitated by disease from performing any of the functions of his office or appointing any substitute for their performance,' implying plainly that it was only Sir Walter Scott's then condition of mental aberration that precluded an alternative which would have rendered legislation unnecessary, and glaringly distinguishing the case from that of Mr. Bell, who was able, and had declared himself willing, to appoint a substitute? If Mr. Lowe had read this statute before he quoted it against Mr. Bell what are we to think of his candour? If he had not read it, and refused an application on the strength of a statute which he had not consulted, what are we to think of his sense of duty and responsibility? But enough; the thing is now done, and the Ministry have refuted our former assertion that there was no blunder left for them to commit. There was one—to alienate the people of Scotland—and they have committed it."

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

HILARY EDUCATIONAL TERM, 1874.

PROSPECTUS of the LECTURES of the Professors, and of the classes of the tutors.

The Professor of Jurisprudence will deliver the following courses of lectures during the ensuing educational term:—

JURISPRUDENCE.

1. The contents of a code, or complete and Systematised Body of Laws.
2. General History of the French Codes.
3. Laws of Ownership.
4. Laws of Contract.
5. Laws of Civil Injuries.
6. Laws affecting Special Classes of Persons (Husband and Wife, Guardians, Trustees, &c.)

ROMAN CIVIL LAW.

1. History of Roman Law prior to Justinian.
2. General account of Justinian's Legislation.
3. The "Paternal Power" in Ancient and Modern Times.
4. Roman and French Law of Marriage.
5. Roman and French Law of Adoption.
6. Roman and French Law of Guardianship.

JURISPRUDENCE AND INTERNATIONAL LAW.

The Tutor in Jurisprudence and International Law, public and private, proposes to take the following subjects:—

Jurisprudence.

1. The Province and Pervading Notions of Jurisprudence.
2. The Growth of Law, including the History of Early Codes.
3. The General Principles of Legislation.

(Text books: Austin's Jurisprudence, Sir H. Maine's Ancient Law and Village Communities, and Bentham par Dumont.)

Public International Law.

1. The Province, History, and Sources of Public International Law.
2. International Rights of States in their Pacific Relations.

(Text book: Wheaton's International Law.

Private International Law.

1. The Province, Sources, and Maxims of Private International Law.
2. The Law of Domicil.

(Text book: Story's Conflict of Laws.)

ROMAN LAW.

The Tutor in Roman Law proposes to discuss the following subjects:

THE SPECIAL CONTRACTS OF THE ROMAN LAW.—The Formal Contracts; the so-called Real.

Contracts; the so-called Consensual Contracts. History of the Specific Contracts. Completion of the so-called Real Contracts. Completion of the so-called Consensual Contracts. Correality. Sureties.

CONSTITUTIONAL LAW AND LEGAL HISTORY.

The Professor of Jurisprudence, in his Private Class in Constitutional Law and Legal History, will treat of the subjects of Allegiance, Citizenship, and Naturalisation; of the Legislative and Executive Functions of the Crown; and of the "Prerogatives" of the Crown. The books referred to (among others) will be Hallam's Works; May's Constitutional History; Broome's Constitutional Law; Forsyth's Cases and Opinions in Constitutional Law; Freeman's Growth of the English Constitution; and Allen's Prerogative of the Crown.

EQUITY.

The Professor of Equity proposes to deliver, during the ensuing Educational Term, Two Courses (elementary and advanced respectively) of Public Lectures (there being Six Lectures in each course), on the following subjects, including the most important statutory provisions and the principles of pleading and the practice of the Court of Chancery applicable thereto respectively:

1. The Doctrines of the Court of Chancery in relation to the Property of Married Women (so as those Doctrines were not fully treated of during Michaelmas Term, 1873).
2. Conversion, Election, and Reconversion.
3. Election and Satisfaction (if time permit).

The Professor hopes that gentlemen attending the Public Lectures on Equity will, in addition to their ordinary reading, pay special attention to the above-mentioned subjects, and that for such purpose they will read the following cases with the notes thereto, respectively, in White and Tudor's Leading Cases in Equity, and in the following order, viz., on the Doctrines of the Court relating to the Property of Married Women, *Hulme* v. *Tenant*, vol. 1, p. 481; *Lady Elibank* v. *Montolieu*, and *Murray* v. *Lord Elibank*, vol. 1, p. 424; on Conversion, Election, and Reconversion, *Fletcher* v. *Ashburner*. vol. 1, p. 826; on Election, *Noys* v. *Mordaunt*, and *Streatfield* v. *Streatfield*, vol. 1, p. 331; and on Satisfaction, *Ex parte Pye and Chancy's Case*, vol. 2, p. 365.

The Tutors in Equity propose to take the following Subjects:—

Elementary Course

1. The Statutory Jurisdiction of the Court of Chancery (continued).
2. The Doctrines of the Court of Chancery in relation to (*a*) Married Woman and Infants; (*b*) Penalties and Forfeitures.

Advanced Course.

The Tutors will discuss the subjects treated of in the Professor's Lectures, using as text-books, White and Tudor's Leading Cases in Equity, and Story's Equity Jurisprudence.

LAW OF REAL AND PERSONAL PROPERTY.

The Professor of the Law of Real and Personal Property proposes to deliver, during the ensuing Educational Term, Twelve Public Lectures (there being Six Lectures in each course) on the following subjects:

Elementary Course.

1. On Mortgages—The usual form of a Mortgage of Freeholds, Copyholds, and Leaseholds; the Incidents of the Mortgagor's Estate, the Remedies of the Mortgagee, and the Provisions of Locke King's Act and Amendment Act.
2. On the Doctrine of Priority as between Several Incumbrancers.
3. On Lapse.
4. On Equitable Conversion.

Advanced Course.

1. On Marriage Settlements and the Construction of Marriage Articles.
2. On the Covenants and Provisions usually Introduced in a Lease of a Dwelling House for a Term.

The Tutor in the Law of Real and Personal Property will, in his Private Classes, treat in detail of some of the Subjects of the Professor's Public Lectures.

In the Elementary Class he will discuss the Law relating to Mortgages of Real Estate, including the Doctrine of the Priority of several Incumbrancers, and the usual Form, Construction, and Operation of Mortgages of Freeholds, Copyholds, and Leaseholds.

In the Advanced Class he will comment on Settlements of Real and Personal Estate, and the usual Clauses contained in such Settlements.

The Text-books to which reference will principally be made are—Williams on the Law of Real Property; Williams on the Law of Personal Property; Smith's Compendium of the Law of Real and Personal Property; the Dissertations, Notes, and Forms in Prideaux and Whitcombe's Precedents in Conveyancing; and the Introductions, Notes, and Forms in Davidson's Precedents.

COMMON LAW.

The Professor on the Common Law proposes to deliver, during the ensuing Educational Term, Two Courses of Lectures (there being Six Lectures in each Course), as under:

Elementary Course.

The Leading Principles of Law relating to—

1. Contracts.
2. Torts.
3. Crimes.

Advanced Course.

1. Mercantile Contracts.
2. Torts to Mercantile Persons.
3. Bailments.

In connection with the above subjects, the Professor will advert to the Law of Evidence, and will explain the Mode of Proving Documents and Facts.

Mr. Houston proposes to take the following subjects:

Elementary Class.

The Law of Torts.

Advanced Class.

1. Torts to Mercantile Persons.
2. The Law of Bailments.

Dr. Lyell will discuss the following subjects with his classes:

Elementary Class.

1. The Constituent Elements of the Common Law.
2. The Leading Rules for the Construction and Interpretation of the Statute Law.
3. The Effect of the Judicature Act of 1874 on the Common Law.
4. The Leading Principles of the Law of Persons as regards Civil and Criminal Liability.

Advanced Class.

1. The General Principles of the Law of Evidence (continued).
2. The General Principles of the Criminul Law (as far as time will permit).

Mr. M. Powell will consider the following subjects:

Elementary Class.

Law of Contracts; Statute of Frauds.

Advanced Class.

Mercantile Law.

HINDU AND MAHOMMEDAN LAW AND THE LAWS IN FORCE IN BRITISH INDIA.

The Professor of Hindu and Mahommedan Law, and the Laws in force in British India, proposes to deliver, in the ensuing Educational Term, a course of Six Public Lectures on the following subjects, viz.:

Hindu Law.

1. The Penal Code.
2. The Criminal Procedure Code.
3. Civil Procedure Code.

In the Private Class the Tutor will discuss the Indian Contract Act, and the Indian Succession Act.

By Order of the Council,
S. H. WALPOLE, Chairman.

Council Chamber, Lincoln's-inn,
22nd Dec. 1873.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it

COUNTY COURT JUSTICE.—Having occasion to attend at the Bloomsbury County Court on the 6th instant upon some important business, I was astonished to find that I could not transact the business I was upon, the only reason given being that the returns of the past year were being made up, and until they were completed my business, or that of any other suitor of a similar kind, could not be entertained for the next few days, the office of that particular department having already been entirely closed for the transaction of business for some days past. The business I had to transact was to issue an execution, and it was most important that the execution should have been issued, as it was feared that any delay would be the means of the debt being lost, and as a natural consequence the costs must then fall upon the suitor. I complained to the officials of the injustice, but without receiving any redress whatever; my only appeal therefore is to make the matter public through your valuable columns, as to me it is a most shameful and inexcusable injustice and ought not to exist in any court of law as defendants have already quite sufficient advantages held out to them. Another object I have in addressing this letter to you is to draw the attention of those in whom rests the power of removing such difficulties now in the way of facilitating justice, and to assimilate the practice between the Superior Courts of law and that of the County Courts. In the Superior Courts the officials have to make similar returns to the Government, the same as the County Courts, and yet no delay of this kind is allowed to take place. The Profession are allowed to transact their business—no matter what kind—pending the making up of the annual returns in the Superior Courts of law, while in the County Court at any rate the most important branch of the County Court is entirely closed for business for nearly ten days while the officials make out their returns, and it is clear the County Court returns cannot be near so heavy as those of the Superior Courts, yet the suitors are delayed prosecuting their judgments for about ten days. Surely this delay must often be the cause of allowing many defendants to escape, and consequently of plaintiffs losing their debts entirely, without having any redress. In the case of a solicitor neglecting his client's business, the client has his remedy for negligence against the solicitor: but apparently in the County Courts delay such as I have mentioned no redress whatever can be obtained against the County Court authorities. I trust, therefore, that you will consider the matter sufficiently important, and be good enough to give this letter publicity, as I hope it may be the means of removing the delay that now exists, and of compelling the County Court officials to make up their returns upon the same principle as the Superior Courts—viz., without any interference in obtaining that redress which every suitor is entitled to. A SOLICITOR'S CLERK.

P.S.—I may mention that pending the preparation of the returns in the County Court not even a common search as to payment of money into court can be made, and what influence that can have upon the result of the returns I am at a loss to conceive.

HATS OFF!—Do you consider it right and fitting for magistrates at quarter sessions to wear their hats when trying prisoners? At the Northamptonshire sessions one gentleman invariably does so, not in the chairman's court, for Mr. Hunt, I am sure, would never permit such a thing; and it does seem to me the height of impropriety, not to say bad manners, to act in such a way. G.

OUR INVADERS.—Will you permit me to add one or two to the many suggestions on this subject which have been lately made in your columns? First, I would suggest that the office of trustee in bankruptcy should be held by a solicitor, wherever practicable. The present very general practice of allowing an accountant to be appointed trustee in these cases, appears to me to be one of the means by which the legitimate emoluments of the legal profession are diverted into other hands. The sums received by these accountants for their services as trustees (as distinguished from their remuneration as accountants) is in the aggregate very considerable, and may fairly be said to be gratuitously thrown into their hands through the unfortunate habit of adhering to routine, so common in the Profession. There seems no good reason why the duties of a trustee in bankruptcy cannot be discharged quite as efficiently by a solicitor as by an accountant, though perhaps the position might seem somewhat novel at first. Where the services of an accountant are really necessary, or the solicitor engaged has not a clerk competent to draw up the accounts, the accountant employed should be confined to his proper sphere of preparing the requisite statements. There is, I think, no doubt that in the great majority of cases the appointment of trustee is altogether in the hands of solicitors, but how seldom do we see one of our own body appointed, though such appointment is clearly contemplated in the Bankruptcy Act 1869 (see sect. 29), and it would often be a considerable saving of expense to the estate. There are no doubt many solicitors who would be willing to act as trustees, but who at present hesitate to accept the appointment because it is so seldom filled by a solicitor, and so, as no one sets the example, the entire benefit derived from this office falls into the hands of accountants and others of a similar class, who are thereby enabled to further encroach on the Profession by a semi-legal character they acquired in the public eye through the prominent position they are allowed to occupy in bankruptcy proceedings. I venture to think that an authoritative suggestion on this point from someone or other of our law societies would have the effect of checking the evil, and would lead to the more frequent appointment of solicitors as trustees. Such a change would hardly fail to benefit the general body of creditors, and the Profession at large. Secondly, I would suggest that means be taken for the systematic prosecution of all persons bringing themselves under the stamp law penalties, by illegally acting as solicitors or attorneys. I think much might be done in this way if a fund were raised and placed under the control of some responsible body who would take proceedings to enforce the penalties in all suitable cases without regard to the locality where the offence was committed. At present very many such cases come under the notice of solicitors but they seldom or never take action in

the matter not feeling disposed to interfere personally, whereas they would gladly give information to any society which would take up the case for the general good. H. J. L.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.

Queries.

57. MORTGAGEE SUING MORTGAGOR'S TENANT FOR RENT.—Will some of your readers give me the names of some cases in addition to *Moss* v. *Gallimore* and *Rawson* v. *Eicke* which shows the right of a mortgagee to sue mortgagor's tenant for rent of premises held under tenancy prior to indenture of mortgage assigning all the mortgagor's legal estate in the premises to the mortgagee. J. McD.

Answers.

(Q. 50.) CASE IN BANKRUPTCY WANTED.—I take it "R. T.," when he speaks of the costs being below £200, means assets. If so, a case in point is *Ex parte Hodge, re Lemon*, quoted in p. 492 of Roche and Hazlitt on Bankruptcy. There on an appeal it was decided that where the estate is worth less than £200 the costs must be taxed upon the lower scale. H. S.

(Q. 55.) LANDLORD AND TENANT—RENT.—The question whether the Apportionment Act 1870 applies between vendor and purchaser seems to be yet unsettled. An article on this subject will be found 53 LAW TIMES, 313. Z. Y.

(Q. 56.) COPYHOLD PRACTICE.—If B., the testatrix, was not admitted or did not surrender to the use of her will, fees and fines must be paid as if she had been admitted and had surrendered. See 1 Vict. c. 26 s. 4. Such fees and fines would *primâ facie* be borne by the vendor. The purchaser will only pay one fine and one set of fees. The lord of the manor cannot compel the trustee to be admitted: (*Glass* v. *Richardson*, 9 Hare 698; *Reg.* v. *Wilson*, 7 L. T. Rep. N. S. 326). Z. Y.

— If B. was admitted, her trustee (as donee of the power of appointment), could appoint the copyholds to the purchaser without being admitted, and therefore without incurring the costs of the fines and fees for admission. The appointee is considered as coming in immediately under the will: (*Flack* v. *Downing College*, 17 Jur. 697; *Holder* v. *Preston*, 2 Wills 400; *Beal* v. *Shepherd*, Cro. Jac. 199; *Rex* v. *Lord of the Manor of Oundle*, 1 A. & E. 283; *Glass* v. *Richardson*, 2 D. M. & G. 660; *Reg.* v. *Sir T. Wilson*, 3 B. & S. 201.) If B. was not admitted, her trustee or donee still does not require to be admitted, but the purchaser is not entitled to be admitted until after payment of the fine and fees due on his admission, as well as of the fine and fees which would have been paid if B. had taken admission, which last will be paid by the vendor in absence of express stipulation: (1 Vict. c. 26, s. 4; also Hayes and Jarman's Forms of Wills, 6th edit., pages 6 and 12*n*.) G.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

R. H. RICKARDS, ESQ.

THE late Robert Hillier Rickards, Esq., barrister-at-law, formerly of Llantrissant, Glamorganshire, who died on the 29th ult., at his residence in Caledonia-place, Clifton, Bristol, in the seventieth year of his age, was the eldest son of the late Richard Fowler Rickards, Esq., of Llantrissant (who died in 1848), by Charlotte, daughter of Isaac Hillier, Esq., of Holt, in the county of Wiltshire. He was born in the year 1804, and was called to the Bar by the Honourable Society of the Middle Temple, in Hilary Term, 1835. Mr. Rickards, who was a magistrate and deputy-lieutenant for the county of Glamorgan, married in 1831 Caroline Octavia, daughter of Andrew Knox, Esq., of Prehen, county Londonderry, Ireland, by whom he has left a family to lament his loss.

G. C. OKE, ESQ.

THE late George Colwell Oke, Esq., chief clerk to the Lord Mayor, at the Mansion House, who died on the 9th inst., after only three days' illness, at his residence, Rosedale, St. Mary's-road, Peckham, in the fifty-second year of his age, was born in 1822, and for some time acted as clerk to the Newmarket bench of justices. In 1855 he was appointed assistant clerk to the Lord Mayor; and upon the retirement of Mr. Goodman, in 1865, he succeeded that gentleman in the chief clerkship. Mr. Oke had a high reputation for his intimate knowledge of criminal law, and its practical application, and was well known and highly esteemed, not only among members of the corporation and of the legal profession, but throughout the City generally; and the able manner in which he conducted the protracted proceedings in the justice room of the Mansion House in the Bank forgery case, and the prosecution in the Overend-Gurney affair, besides other important commercial cases, will be fresh in the recollection of our readers. Mr. Oke was the author of many standard legal works, including The Magisterial Synopsis (which has passed through several editions), The Magisterial Formalist, The Law of Turnpike Roads, a Handy-book of the Game and Fishery Laws, and The Licensing Laws.

J. HARGREAVES, ESQ.

THE late John Hargreaves, Esq., solicitor, and ex-coroner for the borough of Blackburn, who died on the 21st ult., at his residence in that town, in the ninety-first year of his age, was the eldest son of the late Mr. Henry Hargreaves, of Newchurch-in-Rossendale, Lancashire, where he was born in October 1783. He was educated at Clitheroe Grammar School, and was articled to Mr. Shuttleworth, solicitor, of Preston. He was admitted an attorney and solicitor in 1806, and commenced the practice of his profession immediately afterwards at Colne, in Lancashire, being taken into partnership by Mr. John Bolton, of that place; and on the death of that gentleman a few months afterwards, Mr. Hargreaves was left in charge of a very widely extended practice. In 1810, on the office of Coroner for the Hundred of Blackburn becoming vacant, Mr. Hargreaves became a candidate and was duly elected, the condition being attached to the appointment that he should remove his residence to Blackburn, which is situate in a more central part of the Hundred. The duties of this important office Mr. Hargreaves fulfilled for a period of upwards half a century, resigning in 1854, upon which his son, Mr. Henry Unsworth Hargreaves, the present coroner, was elected in his place. Besides filling the office of coroner, Mr. Hargreaves took a leading and accountable part in the local government of the town of Blackburn for many years: first, as clerk to the Police Commissioners; then, on the supercession by the Improvement Commissioners, under the Local Act of 1847 (which Mr. Hargreaves took the means to procure), as clerk and legal adviser to the latter commissioners; and, eventually as first town clerk of Blackburn on the incorporation of the borough in 1851. During the course of his extended practice in the law, says the *Blackburn Times*, Mr. Hargreaves had numerous private presentations of plate and other memorials made to him by his clients and other friends; and it may be added that he was always foremost in lending his services to the formation of the numerous voluntary institutions and charitable movements set on foot in Blackburn during the last sixty years. Mr. Hargreaves married, in 1812, Elizabeth, daughter of Mr. Robert Hargreaves, of Bury, by whom (who died in 1862), he had eight children, one son, Henry Unsworth, above mentioned, and seven daughters. The remains of the deceased gentleman, which were honoured with a public funeral, were interred in the family vault at Newchurch-in-Rossendale, the mayor and corporation of Blackburn, together with the borough and county justices, and many others, being present.

LAW SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.

AT the usual weekly meeting, held at the Law Institution, on Tuesday evening last, the following was the question for debate: "Is the sale of the property the remedy of an equitable mortgagee by deposit of title deeds?" The question was decided in the affirmative. The secretary's adjourned motion was carried.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's Inn Hall on Wednesday, the 14th Jan., Mr. E. F. Stanway in the chair. Mr. G. Whale opened the subject for the evening's debate—viz., "That the policy of the present Government is worthy of support." The motion was carried by a majority of four.

BRISTOL ARTICLED CLERKS' DEBATING SOCIETY.

A MEETING of this society was held in the Law Library, Small-street, on Tuesday evening, the 13th inst., J. Miller, Esq., solicitor, in the chair. The following was the subject for discussion: "In a case of manslaughter and assault, should conviction for the latter be a bar to prosecution for the former?" Mr. Thomas opened in the affirmative, and was followed by Mr. Fenwick in the negative. All the members present joined in the debate, and the negative was ultimately carried by a large majority.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Jan. 2.

CLARKE, ROTHERA, and CARTER, attorneys and solicitors, Nottingham. Dec. 31. George Bell Rothera and Hanwell Holmes Carter)

GREENHALGH and FINNEY, attorneys and solicitors, Acresfield, Great Bolton. Dec. 31. (James Greenhalgh and James Finney)

HILLEARY, GUSTAVUS EDWARD; HILLEARY, FREDERIC EDWARD, and TUNSTALL, CHARLES WILLIAM, solicitors and attorneys, Fenchurch-bldgs, Fenchurch-st. Dec. 31. Debts by G. E. Hilleary and F. E. Hilleary

KIMBER and ELLIS, attorneys and solicitors, Lombard-st. Dec. 31. (Henry Kimber and Charles Cydweiyn Ellis)

RICHARDSON and DOWLING, attorneys and solicitors, Bolton. Dec. 31. (Henry Marriott Richardson and William Dowling)

Gazette, Jan. 6.

BUCKLEY, WM. and SON, attorneys and solicitors, Ashton-under-Lyne, and Manchester. Dec. 31. (William Buckley and Arthur Buckley) Debts by A. Buckley and S. A. Newall

COULTON, JOHN JAMES, and BELOE, EDWARD MILLIGEN, attorneys and solicitors, Lynn. Jan. 31

HOLDEN, THOMAS, and HOLDEN, JAMES HENRY, attorneys and solicitors, Hull. Dec. 31. Debts by T. Holden

Bankrupts.

Gazette, Jan. 9.

To surrender at the Bankrupts' Court, Basinghall-street.

ARTHUR, THOMAS, gentleman, Asylum rd, Old Kent-rd. Pet. Jan. 7. Reg. Pepys. Sols. Messrs. Anderson, Ironmonger-la. Sur. Jan. 20

BUNCE, WILLIAM, wharfinger, Irongate-wharf, Paddington; also farmer, Hyde, Hendon. Pet. Jan. 7. Reg. Spring-rice. Sol. Scaife, Edgeware-rd. Sur. Jan. 22

BUXTON, JOSEPH HOLMES, surgeon Compton-ter, Upper-street, Islington. Pet. Jan. 5. Reg. Hazlitt. Sols. Messrs. Miller, Sherbourne-la. Sur. Jan. 28

HARRIS, HENRY LEWIS, packing case maker, Mansell-st, Aldgate. Pet. Jan. 7. Reg. Spring-Rice. Sol. Barnett, Old Broad-st. Sur. Jan. 22

To surrender in the Country.

BENT, JANE, milliner, Chorlton-upon-Medlock. Pet. Jan. 6. Reg. Key. Sur. Jan. 29

CRAWFORD, JOHN, sailmaker, Sunderland. Pet. Jan. 5. Reg. Ellis. Sur. Jan. 27

JENKINS, JOHN, builder, Swansea. Pet. Jan. 3. Reg. Jones. Sur. Jan. 21

OWENS, WILLIAM, grocer, Pontprenllwyd. Pet. Jan. 5. Reg. Rees. Sur. Jan. 22

TALL, GEORGE, oil refiner, Hull. Pet. Jan. 7. Reg. Phillips. Sur. Jan. 27

Gazette, Jan. 13.

BESCOBY, EDWARD, out of business, Ashchurch-ter, New-rd Hammersmith. Pet. Jan. 8. Reg. Pepys. Sur. Jan. 27

CONDON, JOHN, coal merchant, Kingsbridge-pl, Westferry-rd, Millwall. Pet. Jan. 10. Reg. Roche. Sur. Jan. 20

BETTLE, WILLIAM, licensed victualler, Ramsgate. Pet. Jan. 9. Reg. Callaway. Sur. Jan. 23

BOULD, THOMAS EDWARD, and BOULD, ALFRED JAMES grocers, Longton. Pet. Jan. 9. Reg. Keary. Sur. Jan. 26

BUTCHER, JAMES, gentleman, Brighton. Pet. Jan. 7. Reg. Evershed. Sur. Jan. 28

EAST, EDWARD, gunmaker, Birmingham. Pet. Jan. 9. Reg. Chauntler. Sur. Jan. 26

GILPIN, THOMAS, tailor, Norton, near Doncaster. Pet. Jan. 10. Reg. Rodgers. Sur. Jan. 23

GREEN, JOSEPH, jun., grocer, Great Yarmouth. Pet. Jan. 8. Reg. Walker. Sur. Jan. 29

KELHAM, GEORGE, builder, Clifton-villas, Herne-hill. Pet. Jan. 9. Reg. Murray. Sur. Jan. 27

MOTTRAM, GEORGE, potato dealer, Sheffield. Pet. Jan. 8. Reg. Wake. Sur. Jan. 29

STEWARD, ALFRED CHRISTOPHER, out of business, Great Yarmouth. Pet. Jan. 8. Reg. Walker. Sur. Jan. 23

TOPPIN, JOSEPH, carrier, Penrith. Pet. Jan. 8. Reg. Halton. Sur. Jan. 26

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Jan. 9.

AINGE, THOMAS, hatter, Barrow-in-Furness. Pet. Jan. 6. Jan. 23, at ten, at the Ship hotel, Barrow-in-Furness. Sol. Bradshaw, Barrow-in-Furness

AMOS, JOSIAH, beerhouse keeper, Smethwick. Pet. Jan. 5. Jan. 20, at two, at offices of Sol. Burton, Birmingham

ASPDEN, JOHN, grocer, Burnley. Pet. Jan. 6. Jan. 23, at three, at office of Gill, accountant, Burnley. Sol. Read, Burnley

BACON, JOSEPH, shoe manufacturer, Desford. Pet. Jan. 6. Jan. 23, at three, at Cook's Temperance hotel, Leicester. Sol. Rees, Chancery-la

BARON, EDWARD HOWARTH, accountant, Manchester. Pet. Jan. 7. Jan. 26, at three, at office of Sol. Hampson, Manchester

BEECH, JAMES BARRINGTON, chemist, Wharton. Pet. Jan. 5. Jan. 21, at eleven, at office of Sols. Messrs. Cooke, Middlewich

BELL, GEORGE, grocer, Wickford. Pet. Jan. 3. Jan. 23, at two, at the Saracen's hotel, Chelmsford. Sol. Woodward, Ingram-ct, Fenchurch-st

BELL, JOHN CAMBRIDGE, brewer, Bathford. Pet. Jan. 2. Jan. 19, at eleven, at the Castle hotel, Bath. Sol. Dyer

BLOMLEY, THOMAS, stationer, Bury. Pet. Jan. 6. Jan. 21 at three, at office of Sol. Anderton, Bury

BRADLY, WILLIAM, victualler, Little Essex-st, Strand. Pet. Jan. 2. Jan. 20, at two, at offices of Sol. Poole, Bartholomew-close

BROOM, EDWARD, schoolmaster, Ramsgate. Pet. Jan. 7. Jan. 26, at three, at 108, High-street, Ramsgate. Sol. Walford, Ramsgate

BROOM, GEORGE JOSEPH, oilman, Coburg-rd, Camberwell. Pet. Jan. 7. Jan. 23, at three, at the Chamber of Commerce, 145, Cheapside. Sol. Robinson

BURDETT, WILLIAM, builder, Guildford. Pet. Jan. 5. Jan. 26, at two, at office of Sol. Curtis, Guildford

CALLIGAN, CHARLES, joiner, Manchester. Pet. Jan. 6. Jan. 26, at three, at offices of Sol. Ambler, Manchester

CARVER, THOMAS, blacksmith, Gotham. Pet. Jan. 7. Jan. 26, at eleven, at offices of Mogers, accountant, Nottingham. Sol. Mack

CASTLE, JOHN THOMAS, master mariner, Lovegrove-pl, East Greenwich. Pet. Dec. 30. Jan. 19, at three, at the Unicorn tavern, Horseferry-rd, Greenwich. Sols. Chipperfield and Sturt, Trinity-st, Southwark

COHEN, ISAAC, general dealer, Sunderland. Pet. Jan. 16. Jan. 26, at twelve, at office of Sol. Longden, Sunderland

COHEN, MICHAEL COLEMAN, east india merchant, King-st, Finsbury. Pet. Jan. 8. Jan. 27, at two, at office of Sol. Christmas, St. John's-chmbs, Walbrook

COOKE, HENRY, and COMPTON, ROBERT ANDREWS, yarn polishers, Chorlton-upon-Medlock. Pet. Jan. 6. Feb. 6, at three, at offices of Sols. Sale, Shipman, Seddon, and Sale, Manchester

COPEMAN, WILLIAM, boot manufacturer, Norwich. Pet. Jan. 7. Jan 29, at four, at office of Sol. Sadd, Norwich

CREDLAND, WILLIAM, varnish manufacturer, Sheffield. Pet. Jan. 2. Jan. 19, at twelve, at offices of Sol. Porrett, Sheffield

DAVISON, JOHN, coach builder, Bradford. Pet. Jan. 7. Jan. 24, at eleven, at office of Sols. Berry and Robinson, Bradford

DEWDNEY, THOMAS WORTHY, and DEWDNEY, WILLIAM RICHARD, paper makers, Stoke Canon. Pet. Jan. 6. Jan. 26, at one, at the Rude Haven hotel, Exeter. Sol. Ford, Exeter

DOBSON, WILLIAM, car proprietor, Liverpool. Pet. Jan. 7. Jan. 26, at two, at office of Gibson and Bolland, accountants, Liverpool. Sols. Woodburn, Pemberton, and Sampson, Liverpool

DODD, JOHN, painter, Manchester. Pet. Jan. 7. Jan. 31, at three, at the Bird in Hand, Hulme. Sol. Whitlow, Manchester

DOWNES, JOHN, out of business, Durham. Pet. Jan. 7. Jan. 23, at eleven, at office of Sol. Salkeld, Durham

EAGLE, VINCENT, and FRASER, JOHN HENRY, white lead manufacturers, St. George's Wharf, Grand Surrey Canal, Albany-rd, Camberwell, under firm of Jenkins, Eagle, and Fraser. Pet. Jan. 6. Jan. 23, at one, at office of Sols. Dixon, Ward, and Letchworth, Bedford-row, Holborn

EDMUNDS, JOHN, grocer, Hopkinstown, near Pontypridd. Pet. Jan. 7. Jan. 23, at twelve, at office of Sol. Morgan, Pontypridd

EDWARDS, RICHARD BUTCHERS, shopkeeper, Lidford. Pet. Jan. 6. Jan. 23, at twelve, at offices of Sols. Bridgman and Johnstone, Tavistock

ELLIOTT, THOMAS, wheelwright, Deenethorpe. Pet. Jan. 6. Feb. 3, at eleven, at office of Sols. Messrs. Richardson, Oundle

EVANS, GEORGE, grocer, Birmingham, and King's Norton. Pet. Jan. 6. Jan. 23, at eleven, at offices of Sol. Free, Birmingham

EVANS, LEWIS, haulier Brynmawr. Pet. Jan. 6. Jan. 27, at twelve, at office of Sols. Cox, Davies, and Bowns, Brynmawr

FIELDEN, JAMES WILLIAM, out of business, Southport. Pet. Jan. 7. Jan. 22, at two, at office of Ford, 31, The Temple, Dale-st, Liverpool. Sol. Ponton, Liverpool

FISHER, CHARLES ALLEN, doffin plate maker, Gomersal. Pet. Jan. 5. Jan. 27, at three at office of Sols. Fawcett, Leeds

FLETCHER, ROBERT JOHN, barman, Strand. Pet. Jan. 7. Jan. 29, at eleven, at office of Sol. Spaull, Verulam-buildings, Gray's-inn

FORD, JOHN POINTON, wine merchant, Manchester. Pet. Jan. 5. Jan. 23, at three, at the Clarence hotel, Manchester. Sol Stead, Manchester

FRASER, ROBERT, innkeeper, Barrow-in-Furness. Pet. Jan. 6. Jan. 23, at ten, at the Ship hotel, Barrow-in-Furness. Sol Bradshaw, Birmingham

FRETWELL, JANE, widow, milliner, Huddersfield. Pet. Jan. 2. Jan. 21, at eleven, at office of Sol. Bottomley, Huddersfield

GOODHALL, EDWIN, ale merchant, Ventnor. Pet. Jan. 5. Jan. 21, at twelve, at 63, George-st, Ryde. Sol. Urry

GOODWIN, JOSEPH, fustian dealer, Manchester. Pet Jan. 5. Jan. 23, at three, at office of Sol. Sampson, Manchester

GREAVES, WALLACE MCGUFFON, general drysalter, Blackburn. Pet. Jan. 7. Jan. 26, at half-past ten, at offices of Sol. Jones, Manchester

HALL, JAMES, cabinet maker, Wellington. Pet. Jan. 5. Jan. 23, at one, at the Squirrel inn, Wellington. Sol. Ransom, Wellington

HARRIS, GEORGE ALBERT, lodging-house, keeper, Teignmouth. Pet. Jan. 5. Jan. 23, at three, at the, Royal hotel, Teignmouth. Sols Pearson and Whidborne, Dawlish

HENCKEL, CHARLES FREDERICK, merchants, Manchester, also manufacturer, Mechterstedt in Saxe Coburg Gotha, under firm of Carl Henckel. Pet. Jan. 6. Jan. 26, at three, at offices of Sols. Grundy and Kershaw, Manchester

HENNINGS, HENRY, ironmonger, Berwick-st, Soho. Pet. Dec. 31. Jan. 17, at eleven, at office of Sol. Willis, St. Martin's-ct, Leicester-sq

HILBERT, FREDERICK BRITT, cheesemonger, Pimlico-rd, and Lower Wandsworth-rd. Pet. Jan. 3. Jan. 22, at two, at offices of Sols. Messrs. Russell and Scott, Old Jewry-chmbs

HOYLE, WILLIAM, innkeeper, Oldham. Pet. Jan. 6. Jan. 23, at eleven, at offices of Sols. Messrs. Ascroft, Oldham

HURST, JOHN, builder, Waldegrave-rd, Teddington. Pet. Jan. 5. Jan. 23, at two, at offices of Sols. Wilkinson and Howlett, Bedford-st, Covent-gdn

IRVING, GEORGE, out of business, Kirkdale. Pet. Jan. 6. Jan 23, at three, at P. Vine, Imperial-chmbs, 52, Dale-st, Liverpool Sol. Blackhurst, Liverpool

ISAACS, ABRAHAM, tailor, Bristol. Pet. Jan. 2. Jan. 26, at three, at office of Sol. Emanuel, Walbrook

JAGGER, JOHN, victualler, Hindley, near Wigan. Pet. Jan. 5. Jan. 12, at three, at J. Davies and Co., Bewsey-chmbs, Bewsey-st, Warrington. Sols. Davies and Brook, Warrington

JEWERS, FREDERICK, riveter, Northampton. Pet. Jan. 2. Jan. 20, at eleven, at office of Sol. Jeffery, Northampton

JONES, DAVID, grocer, St. Asaph. Pet. Jan. 3. Jan. 20, at one, at the Queen's hotel, near Railway Station, Chester. Sol. Roberts, St. Asaph

JONES, JOHN, general draper, St. Neots. Pet. Jan. 3. Jan. 23, at two, at the Inns of Court hotel, Holborn, London. Sol. Stimson, Bedford

LAMMING, CHARLES JAMES, hosier, High-st, and Gloucester-rd, Croydon, trading as White and Co. Pet. Jan. 7. Jan. 28, at two, at 99, Cheapside. Sols. Lewis and Lewis, Ely-place, Holborn

LANZ, CHARLES, baker, Murray-st, Hoxton. Pet. Jan. 7. Feb. 5, at three, at office of Sol. Heathfield, Lincoln's-inn-fields

LAYCOCK, HENRY JOHN, clock maker, Eastbourne. Pet. Jan. 6. Jan. 23, at eleven, at office of Sol. Wheatcroft, Eastbourne

LAZARUS, MORRIS, and LAZARUS, SAMUEL, butcher, York-st, London-rd, and West-st, Upper St. Martin's-la. Pet. Dec. 31. Jan. 19, at ten, at office of Sol. Lind, Beaufort-bldgs, Strand

LEY, JOHN CHAUNTER, hairdresser, Nottingham, and Sneinton. Pet. Jan. 7. Jan. 27, at twelve, at office of Sol. Heath, Nottingham

LING, TOM THEOPHILUS, boot dealer, Scarborough. Pet. Jan. 7. Jan. 22, at three, at office of Hart, auctioneer, Huntress-row, Scarborough. Sol. Watts

LORD, GEORGE, grocer, Church, near Accrington. Pet. Jan. 6. Jan. 22, at three, at 7, St. John's-pl, Blackburn. Sols. Beckhouse and Whitham, Burnley

LUCK, JOHN WILLIAM, coal merchant, Ealing Dean and Castlehill. Pet. Dec. 22. Jan. 19, at three, at office of Sols. Button and Co. Henrietta-st, Covent-gdn

MCARTHUR, PETER, victualler, East Ham. Pet. Jan. 5. Jan 27, at two, at office of Sol. Rawlings, Bishopsgate-st-within

MADEN, RICHARD, mason, Brittania, near Bacup. Pet. Jan. 7. Jan. 27, at three, at office of Sol. Sykes, Bacup

MARCHANT, WILLIAM, corn merchant, Mark-la. Pet. Jan. 5. Jan. 23, at three, at office of Challis, accountant, Clement's-la. Sol. Easton

MARTIN, ADAM, grocer, Liverpool. Pet. Jan. 5. Jan. 24, at two, at office of Sol. Lowe, Liverpool

MESSENGER, JAMES HENRY, artists' colourman, High-st, Hampstead, and Stanhope-st, Euston-rd. Pet. Jan. 2. Jan. 19, at three, at Masons'-hall tavern, Masons'-avenue, Basinghall-st. Sol. Downing, Basinghall-st

MILLS, JOHN, timber merchant, Birmingham. Pet. Jan. 6. Jan. 30, at three, at offices of Sols. Rowlands, Bagnall, and Rowlands, Birmingham

NEWTON, ISAAC, clothier, Blackburn. Pet. Jan. 5. Jan. 22, at two, at the White Bear hotel, Manchester. Sols. Hall and Holland, Blackburn

NICHOLSON, GEORGE HENRY, commission agent, Manchester. Pet. Jan. 8. Jan. 17, at office of Sols. Atkinson, Saunders, and Co. Manchester, in lieu of the place originally named

PAYN, JAMES, baker, Girtford in Sandy. Pet. Jan. 7. Jan. 22, at twelve, at the Greyhound hotel, Sandy. Sol. Tebbs, Bedford

PETCHELL, GEORGE THOMAS, shoe manufacturer, Kettering. Pet. Jan. 2. Jan. 20, at twelve, at office of Sol. Walker, Northampton

PORTER, WILLIAM, auctioneer, Oxford-st, and Richmond-place, Russell-rd, Finsbury-pk. Pet. Jan. 1. Jan. 21, at two, at the London Warehousemen's Association, 33, Gutter-la, Cheapside. Sol. Lindus

PRICHARD, DAVID, victualler, Menai Bridge. Pet Jan. 2. Jan. 23, at two, at the Railway hotel, Bangor. Sol. Jones, Menai Bridge

ROSENTHAL, SAMUEL, furniture dealer, Sunderland. Pet. Jan. 5. Jan. 21, at two, at office of Sols. Messrs. Joel, Newcastle

SANDERS JOSEPH, cowkeeper, Everton. Pet. Jan. 6. Jan. 31, at three, at office of Sol. Lowe, Liverpool

SLOCOCK, THOMAS SAMUEL WILLIAM, clerk in holy orders' Snape, near Saxmundham. Pet. Jan. 6. Jan 24, at three, at office of Pearce, accountant, Ipswich. Sol. Hill, Ipswich

SMITH, WILLIAM, ironmonger, Landport. Pet. Jan. 1. Jan. 20, at two, at the Chamber of Commerce, 145, Cheapside, London. Sol. King, Portsea

STEEL, RICHARD GEORGE, carpenter, Marlborough-sq. Pet. Jan. 1. Jan. 19, at three, at office of Sol. Cooper, Charing-cross

SWALLOW, WILLIAM, manager to a painter, Oldham. Pet. Jan. 5. Jan. 22, at eleven, at office of Sol. Sampson, Manchester

TAYLOR, THOMAS, potato dealer, Barrow-in-Furness. Pet. Jan. 7. Jan. 23, at twelve, at the Ship hotel, Barrow-in-Furness. Sol. Bradshaw, Barrow-in-Furness

TEMPEST, JAMES, woolstapler, Bradford. Pet. Jan. 5. Jan. 27, at eleven, at office of Sol. Harris, Bradford

UTTON, CHARLES RICHARD, baker, Rye-la, Peckham. Pet. Dec. 31. Jan. 26, at one, at 5, Tavistock-st, Covent-garden. Sol. Jenkins

WAKEFIELD, FRANK, fancy goods dealer, Mare-st, Hackney. Pet. Jan. 3. Jan. 20, at twelve, at office of Sol. Sydney, Finsbury-circus

WHITAKER, JOHN, bread baker, Halifax. Pet. Jan. 6. Jan. 23, at four, at office of Sol. Storey, Halifax

WILLIAMS, JOHN, cheesemonger, Dudley-grove, Paddington. Pet. Jan. 6. Jan. 23, at two, at offices of Sols. Jones and Hall, King's Arms-yd, Moorgate-st

WRIGHT, ROBERT HODGSON, commercial traveller, Stretford. Pet. Jan. 5 Jan. 20, at three, at office of Sols. Messrs. Fox, Manchester

YOUNG, ROBERT JOHN, carpenter, Redcross-st, and Bridgewater-sq. Pet. Jan. 7. Jan. 24, at twelve, at offices of Sol. Wells

Gazette, Jan. 13.

ALCOCK, JANE, spinster, out of business, Stow-on-the-Wold. Pet. Jan. 9. Jan. 24, at eleven, at the Talbot Inn, Stow-on-the-Wold. Sol. Mace, Chipping Norton

ASHWORTH, JAMES, chemist, Accrington. Pet. Jan. 8. Jan. 27, at three, at offices of H. Bannister, solicitor, Accrington. Sols. Messrs. Radcliffe, Blackburn

AVERY, EDWIN, hair dresser, Birmingham. Pet. Jan. 2. Jan. 23, at eleven, at office of Sol. Eaden, Birmingham

BANGER, SAMUEL, jun., St. Lawrence. Pet. Jan. 9. Feb. 2, at three, at the Bull and George hotel, Ramsgate. Sol. Edwards, Ramsgate

BAXTER, BENJAMIN, grocer, Colchester. Pet. Jan. 8. Jan. 23, at two, at the Red Lion hotel, Colchester

BEDDOE, ALFRED Handsworth, and COOPER, HENRY WESTWOOD, printers, Smallheath, near Birmingham. Pet. Jan. 10. Jan. 23, at twelve, at office of Sol. East, Birmingham

BEDWELL, CHARLES, licensed victualler, Hastings. Pet. Jan. 7. Jan. 27, at three, at offices of Sol. Jones, Hastings

BISCOMBE, WILLIAM, jun., surveyor's clerk, Station-rd, Carnbridge-ter, Woolwich. Pet. Jan. 7. Jan. 28, at two, at offices of Slater and Pannell, accountants, 1, Guildhall-chmbs, Basinghall-st. Sol. Burt, Argyll-st

BRUSHWOOD, JOHN PEARCE, baker, Landport. Pet. Jan. 8. Jan. 24, at eleven, at office of Sol. Walker, Landport

BYRNE, JULIUS WILSON HETHERINGTON, paper agent, Upper Thames-st. Pet. Jan. 10. Jan. 26, at twelve, at offices of Sol. Tatham, Queen Victoria-st

CLEAVER, JAMES, wholesale jeweller, Birmingham. Pet. Jan. 10. Jan. 26, at eleven, at offices of Sol. Hodgson, Birmingham

CONSTABLE, HENRY, assistant to licensed victualler, Anerley-rd. Pet. Jan. 8. Feb. 7, at eleven, at office of Sol. Wade, Clifford's-inn

COOPER, ARCHAMBO, and COOPER, CHARLES ION, brewers, Eastbourne, Rye, and Brighton. Pet. Jan. 10. Feb. 6, at eleven, at Spencers Bridge House hotel, London-bridge, Southwark. Sol. Perry, Guildhall-chmbs, Basinghall-st

COTT, WILLIAM HENRY, boot manufacturer, Derby. Pet. Jan. 8. Jan. 26, at three, at office of Sol. Harvey, Leicester

DAY, THOMAS, builder, Landport. Pet. Jan. 9. Jan. 27, at eleven, at office of Sol. Walker, Landport

DUGAY, THOMAS, builder, Winchester. Pet. Jan. 9. Jan. 26, at one, at the Eagle hotel, Winchester. Sols. Lee and Best, Winchester

EDWARDS, EDWARD, innkeeper, Hereford. Pet. Jan. 10. Jan. 27, at eleven, at office of Sol. Bodenham, Hereford

ELLIS, DAVID HARBRIDGE, tobacconist, Liverpool. Pet. Jan. 10. Feb. 9, at three, at office of Vine, public accountant, Liverpool. Sol. Ritson, Liverpool

FLOYD, HENRY, innkeeper, Goodrich, Pet. Jan. 9. Jan. 27, at twelve, at offices of Innell, auctioneer, Ross. Sol. Williams, Ross

FRASER, GEORGE, landscape gardener, Rosher-st, Stratford. Pet. Jan. 9. Jan. 26, at two, at office of Sols. Walker and Battiscombe, Beaufort-bldgs, Strand

HALL, HENRY JOHN, and DYER, JAMES, dye wood manufacturers, Monekton Combe, and Bristol. Pet. Jan. 10. Jan. 22, at twelve, at 75, Westgate-bldgs, Bath. Sol. Wilton

HANDLEY, SAMUEL, greengrocer, Nottingham. Pet. Jan. 6. Jan. 27, at three, at the Assembly-rooms, Low-pavement, Nottingham. Sols. Cranch, Rowe, and Stroud

HENLEY, JOHN, farmer, Udimore. Pet. Jan. 10. Jan. 31, at twelve, at the George hotel, Rye. Sol. Butler, Rye

HEWITT, JOHN, hosier, Gloucester. Pet. Jan. 9. Jan. 26, at twelve, at the Bull hotel, Gloucester. Sols. Messrs. Corbett, Gloucester

HOLMES, PETER GEORGE, leatherseller, West-st, Hackney. Pet. Jan. 9. Feb. 6, at twelve, at offices of Sol. Buchanan, Basinghall-st

HOLT, DAN, joiner, Thornhill. Pet. Jan. 9. Jan. 27, at ten, at the house of Goodall, the King's Arms Inn, Dewsbury. Sol. Walker

JEWERS, FREDERICK, riveter, Northampton. Pet. Jan. 8. Jan. 20, at eleven, at office of Sol. Jeffery, Northampton

JOHNSON, WILLIAM JARROT, farmer, Wootton Waven. Pet Jan. 6. Jan. 22, at twelve, at offices of Sol. Jones, Alcester

JONES, JOHN, fishmonger, Birmingham. Pet. Jan. 1. Jan. 19, at twelve, at office of Sol. Fallows, Birmingham

KING, SAMUEL RICHARD, draper, Stockenchurch. Pet. Jan. 9. Jan. 24, at twelve, at the Falcon hotel, High Wycombe. Sol. Batting, Great Marlow

KUHN, EMIL, die sinker, Birmingham. Pet. Jan. 9. Jan. 26. at eleven, at office of Sol. Cottrell, Birmingham

LAMPORT, CHARLES, ironmonger, Fareham. Pet. Jan. 9. Jan. 27, at four, at office of Sol. King, Portsea

LAW, WILLIAM, charcoal dealer, Compton, near Wolverhampton. Pet. Jan. 8. Jan. 23, at three, at offices of Sol. Dallow, Wolverhampton

LEWIS, DAVID WILLIAM, chemist, Aberdovey. Pet. Jan. 7. Jan. 30, at eleven, at 1, Baker-st, Aberystwith. Sol. Atwood, Aberystwith

LINCOLN, JOHN ANDREWS, mineral water manufacturer, Parkpl, Caledonian-rd. Pet. Jan. 2. Jan. 22, at eleven, at office of Sol. Butterfield, Ironmonger-la

LOCKWOOD, WILLIAM, druggist, Preston. Pet. Jan. 10. Jan. 26, at two, at Messrs. Watson's Auction Rooms, Preston. Sols. Cunliffe and Watson, Preston

LOFTHOUSE, THOMAS, cotton manufacturer, Lower Darwen, near Blackburn. Pet. Jan. 9. Jan. 27, at three, at the warehouse of Malcolm, Ross, and Co., Manchester. Sols. Wheeler, Deane, and Fletcher, Blackburn

LORD, JEREMIAH, boot dealer, Bury. Pet. Jan. 8. Jan. 27, at four, at office of Sols. Addleshaw and Warburton, Manchester

MOSS, JOHN, veterinary surgeon, Loughton. Pet. Jan. 8. Jan. 26, at two, at office of Sol. Maynard, Cliffords-inn

NOBES, WILLIAM CHARLES, miller, Merthyr Tydfil. Pet. Jan. 9. Jan. 31, at one, at offices of Sols Simon and Plews, Merthyr Tydfil

NUTT, JAMES, retail brewer, Tipton. Pet. Jan. 7. Jan. 23, at eleven, at offices of Sol. Travis, Tipton

OLIVER, WALTER, tailor, Normanby. Pet. Jan. 8. Jan. 23, at three, at offices of Sols. Hutton and Bolsover, Stockton-on-Tees

ONIONS, GEORGE, schoolmaster, Wyke, par. Birstal. Pet. Jan. 6. Jan. 24, at eleven, at office of Sols. Lancaster and Wright, Bradford

PALMER FREDERICK JAMES, builder's foreman, Sevington-st, Sutherland-gardens, Peter's-pk, Paddington. Pet. Jan. 7. Jan. 23, at ten, at office of Lewis, 123, Chancery-la. Sol. Long, Blackfriars-rd

PAYNTER, WILLIAM, wine merchant, Mark-la. Pet. Jan. 6. Jan. 24, at eleven, at office of Sol. Beck, East India-avenue, Leadenhall-st

PEACOCK, ALBERT JOHN, grocer, East Mousey. Pet. Jan. 10. Jan. 30, at two, at the Guildhall Coffee house, Gresham-st. Sols. Merriman, Powell, and Co., Queen-st, London

PEARSON, JOSEPH, labourer, Nettleham. Pet. Jan. 8. Jan. 31, at eleven, at office of Sol. Harrison, Lincoln

PICARD, JOEL, shopman, Dewsbury. Pet. Jan. 8. Jan. 26, at two, at office of Sol. Harle, Leeds

PIKE, WILLIAM HENRY, coal merchant, Burbage Wharf, Wilts. Pet. Jan. 3. Jan. 27, at two, at the Savernake Forest hotel, Burbage. Sol. Dixon

POLE, EDWARD, commission agent, Edgbaston. Pet. Dec. 29. Jan. 21, at ten, at offices of Sol. East, Birmingham

POWELL, GEORGE EDWARD, wine merchant, St. Benet-place, Gracechurch-st. Pet. Jan. 3. Jan. 26, at twelve, at office of Chandler, public accountant, 13, Coleman-st. Sol. Miller, King-st, Cheapside

PROVEST, CHARLES, bookseller, New Windsor. Pet. Jan. 10. Jan. 29, at three, at office of Sol. Phillips, Grays-inn-sq

ROBINSON, JOHN, auctioneer, Carlisle. Pet. Jan. 9. Jan. 26, at three, at office of Sol. Wannop, Carlisle

ROSSITER, FREDERICK, plumber, New Town, Bradford-on-Avon. Pet. Jan. 6. Jan. 22, at two, at offices of Messrs. Pocock, public accountants, Bath. Sol. Shrapnell, Bradford-on-Avon

RUTHERFORD, THOMAS KIRKLEY, schoolmaster, Blackburn. Pet. Jan. 10. Jan. 30, at three, at office of Sols. Hall and Holland, Blackburn

SANDERSON, WAY WALFORD, brewer, Beaufort-ter, Nunhead-la, Peckham Rye. Pet. Jan. 9. Jan. 24, at eleven, at offices of Dormer, accountant, 23, Moorgate-st. Sol. Pullen

SMITH, HUBERT, engineer, Hereford. Pet. Jan. 10. Jan. 29, at eleven, at the Green Dragon hotel, Hereford. Sol. Bodenham, Hereford

SMITH, WILLIAM, licensed victualler, Mayes. Pet. Jan. 8. Jan. 26, at three, at office of Sol. Neave, London-wall

STATHAM, THOMAS ROBERT SMITH, brewer's agent, Trinity-ter, Tredegar-sq, Bow-rd. Pet. Jan. 6. Jan. 24, at one, at office of Sol. Cattlin, Basinghall-st

SYKES, FRANCIS WHITWORTH, no occupation, Richmond. Pet. Jan. 2. Jan. 27, at twelve, at office of Sols. Lawrence, Plews, and Boyer, Old Jewry-chmbs

WARD, SAMUEL, victualler, Nottingham. Pet, Jan. 8. Jan. 27, at twelve, at offices of Sols. Messrs. Thorpe, Nottingham

WARD, WILLIAM, provision dealer, Birmingham. Pet. Jan. 8. Jan. 24, at eleven, at office of Sol. Davies, Birmingham

WATCHORN, CLIFFORD JOHN, grocer, Church-rd, Homerton. Pet. Dec. 27. Jan. 22, at three, at offices of Sol. Lind, Beaufort-bldgs

WAYBORN, LEWIS, boot manufacturer, Streatham. Pet. Jan. 6. Jan. 26, at two, at office of Slater and Pannell, Guildhall-chmbs, London. Sol. Hewitt

WESTMORELAND, EDWIN, and WESTMORELAND, WILLIAM, sewing machine manufacturers, Nottingham. Pet. Jan. 8. Jan. 26, at twelve, at the Assembly-rooms, Low-pavement, Nottingham Sol'. Ashwell

YOUNG, WILLIAM, draper, Trevor-sq, Knightsbridge. Pet. Dec. 30. Jan. 20, at twelve, at office of Pilkethly, 59, Friday-st, Cheapside. Sol. Marsden, Gresham-bldgs, Guildhall

ZUCCANI, DAVID WINTER ERNEST, cabinet maker, Hamilton-pl, Highbury, and Bath-st, Tabernacle-walk, Curtain-rd, Shoreditch. Pet. Jan. 12. Jan. 30, at two, at offices of Sols. Pritchard, Englefield, and Co. Painter's-hall

Orders of Discharge.

Gazette, Jan. 6.

WILKINS, GEORGE, butcher, Godstone

Gazette, Jan. 9.

HUBBARD, ROBERT, artificial manure manufacturer, Great Bowden

Dividends.

BANKRUPTS' ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Bradley. T. W. merchant, first, 3½d. Paget, Basinghall-st.—*Middleton* and *Fox*, paper manufacturers, second and final, 5d. At Sutton and Elliott, solicitors, Manchester.—*Schade*, F. W. merchant, second, 6 1-32d. (and first and second of 1s. 1-32d. to new proofs). Paget, Basinghall-st.—*Weeks*, W. H. B. bookseller, first, 2½d. Paget, Basinghall-st

Church, Summers, and *Davis*, stay warehousemen, first and final 1s. 2½d. At Trust. M. Banes, Weavers-hall, 22, Basinghall-st.—*Douglas*, A. P. draper, first and final, 14s. 8d. At Trust. S. Hunt, jun., 54, Portland-st, Manchester.—*Graves*, W. H. late major in the army, first and final, 2s. 6d. At Trust. W. Edmonds, 46, St. James-st, Portsea.—*Kimber*, R. H. farmer, second and final, 2½d. At Trust. T. Griffits, the Priory, Chipping Wycombe.—*Page*, E. brewer, first, 1s. 6d. At Trust. J. F. Lovering, 35, Gresham-st.—*Roberts*, E. of Taunton, first and final, 3s. 10d. At W. H. Williams and Co. accountants, Exchange, Bristol.—*Ruddick*, J. draper, first, 10s. At 53, Standish-gate, Wigan.—*Waites*, A. E. carrier, 7s. 6d. At T. T. Fry and Co. 59, Baldwin-st, Bristol.—*Watson*, J. draper, first, 6s. 8d. At Douglas, Mitchell, and Co. stuff merchants Bradford

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BEAUMONT.—On the 25th ult., at Riverdale House, Richmond, the wife of Joseph Beaumont, Esq., of Lincoln's-inn, of a son.

HENDERSON.—On the 6th inst., at 34, Lancaster-gate, Hyde-park, the wife of John Henderson, Esq., barrister-at-law, of a daughter.

SMITH.—On the 6th inst., the wife of J. George Smith, barrister-at-law, 26, Lansdowne-crescent, Notting-hill, of a son.

MARRIAGES.

HAGGARD—SCHALCH.—On the 15th ult., at the Fort Church, Calcutta, Alfred Hinuber Haggard, Bengal Civil Service and barrister-at-law of Lincoln's-inn, to Alice Geraldine, eldest daughter of Vernon Hugh Schalch, Esq., Bengal Civil Service.

HUGHES—BRIGHT.—On the 31st ult., at Bluffside, Yonkers, United States of America, Reginald Hughes, D.C.L., barrister, of Lincoln's-inn, to Matilda Adeline, eldest daughter of the Rev. Dr. Bright, of New York.

NEISON—WALTERS.—On the 30th ult., at St. Pancras Church, Francis G. P. Neison, Esq., barrister-at-law, Lincoln's-inn, to Annie, youngest daughter of the late Rev. T. D'Oyley Walters, of Bath and Bathaston.

STEELE—ROBINSON.—On the 30th ult., at Mirfield, Adam Rivers Steele, of No. 44, Bloomsbury-square, and No. 9, Cook's-court, Lincoln's inn, solicitor, to Eleanor, second daughter of the late Charles Robinson, of Middleham, Yorkshire.

STREETER—WALKER.—On the 31st ult., at Addington, Surrey, John Soper Streeter, solicitor, of Croydon, Surrey, to Marion, youngest daughter of Marmaduke Walker, of Addington Lodge, Addington.

DEATHS.

FINNIS.—On the 29th ult., at his residence, the Terrace, Turnham-green, aged 51, Mr. Robert Finnis, solicitor.

HALSWELL.—On the 1st inst., at 26, Kensington-gate, Hyde-park, aged 83, Edmund S. Halswell, Esq., a Justice of the Peace and Deputy-Lieutenant for the county of Middlesex.

KELLY.—On the 1st inst., at 8, Connaught-place, Ann, Lady Kelly, the wife of the Lord Chief Baron Sir Fitz Roy Kelly.

OKE.—On the 9th inst., at Rosedale, St. Mary's-road, Peckham, aged 51 years, George Oke, of the Mansion House, City.

PERRIN.—On the 2nd inst., at Lewisham, Kent, aged 34, Samuel Henry Perrin, 15, King street, Cheapside, E.C., solicitor.

To Readers and Correspondents.

MR. SOUTHALL (Worcester).—Refer to our leading paragraphs this week. The LAW TIMES has no political opinions, and if a Conservative Government were in power its appointments would be criticised with precisely the same freedom.
J. P. TAYLOR.—No, only a part of one.
Anonymous communications are invariably rejected.
All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.

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The Law and the Lawyers.

THE Universities are sending some distinguished scholars up to the Inns of Court, and we are glad to add that the appointment to the vacancy in the Court of Exchequer adds a University man to the Bench. Baron AMPHLETT makes the sixth Cambridge graduate on the Common Law Bench, the others being the LORD CHIEF JUSTICE of ENGLAND, Mr. Justice BLACKBURN, Mr. Justice BRETT, Mr. Justice DENMAN, and Baron CLEASBY.

SIX hundred guineas have been distributed between four students of the Inns of Court for proficiency in Roman Civil Law and Jurisprudence. By this liberality the study of Roman law is necessarily raised in the estimation of students above the study of any other branch of knowledge forming a portion of the education of an English lawyer. It is not politic, in our opinion, to give special pecuniary advantages to students engaged in one particular study; the large prizes should be given to the candidate who displays an intimate acquaintance with law generally. But it is the characteristic weakness of the government of the Inns of Court to be led into extremes. Either nothing is done or new paths are struck out and pursued with that vigour which novelty is calculated to excite. We do not deprecate high rewards for proficiency in Roman law, but we urge that English law should be placed upon the same footing.

AN important case under the Apportionment Act was before Vice Chancellor MALINS in *Capron* v. *Capron* on Wednesday. It was this, viz.: whether in all cases where a testator seised in fee devises a particular estate and dies between the half yearly and quarterly days for the payment of his rents, there should be an apportionment of those rents between his own personal estate and his devisee. The testator in the cause had made his will before the passing of the Act of 1870, but he added a codicil afterwards, and his Honour held that he had a discretion to apply the Act to a will thus executed, and made a declaration that there must be an apportionment of the rents, and that such portion of them as accrued before the death of the testator belonged to his general personal estate. This decision is the more important, as Lord SELBORNE in *Jones* v. *Ogle* (L. Rep. 8 Ch. 192; 28 L. T. Rep. N.S. 245) doubted whether the Act could affect the construction of a will previously made.

WE unwittingly did the LORD CHANCELLOR an injustice in our last impression by suggesting that if Mr. AMPHLETT were appointed to the vacancy in the Exchequer a political supporter would be rewarded. Mr. AMPHLETT, according to DOD, was not a Liberal, but a Liberal-Conservative; but although not a political ally, on all professional matters he was a sincere coadjutor of the LORD CHANCELLOR, and quite as eager and liberal a law reformer. The new Judge was born in the year 1809, and was educated at a grammar school in Staffordshire, and subsequently at St. Peter's College, Cambridge, where he took his Bachelor's degree in 1831, coming out in the mathematical tripos as sixth Wrangler. He was called to the Bar at Lincoln's Inn in Trinity Term 1834, and was for some time one of the acknowledged leaders in Lincoln's Inn. He received a silk gown in 1858. He is a magistrate and a deputy-lieutenant for Worcestershire, and has been for several years a deputy-chairman of the Quarter Sessions for that county. When Sir ROUNDELL PALMER became Lord Chancellor, Mr. AMPHLETT was chosen his successor in the presidency of the Legal Education Association. It is interesting to know what the solicitors think of the appointment, and we have received an expression of opinion which we reproduce. A correspondent writes: "Having in view the jurisdiction in bankruptcy matters which the Judicature Act throws upon the Court of Exchequer, it appears to me that the appointment of an equity counsel was very judicious. I am pleased to know that there is some prospect of law and equity working together in the common law courts, as the trial of a similar working in the courts of equity has proved a success. If the Judicature Act is to be properly worked, common law and equity Judges must sit side by side. The presence of a Judge who has had a training in equity principles, will prove of vast use in duty questions which are practically left solely to the decision of the Court of Exchequer."

THE question which has been in a certain sense decided in the *Taunton Election Petition* with reference to the production of telegrams, is undoubtedly one of considerable importance. Before noticing the strictly legal aspect of the question, we may observe that an objection to the inspection of post office telegrams has been put forward on very broad general grounds. The *Times* asks, "ought the department to be considered as standing in any different relation to telegraphic messages than that which it holds in respect to letters. . . . The general principle has in great measure been recognised that in respect to telegrams as well as to letters, the post office is in the mere position of a carrier." The position of the Post-office is doubtless that of a carrier, and its duty to the public in the transmission of letters and telegrams is plainly to deliver them to the persons to whom they are addressed, and to no one else. So soon as letters or telegrams are delivered to the Post-office the property in them is vested in the intended receiver, and the sender has no right of stoppage *in transitu*. But the receiver's rights with reference to letters transmitted to him are distinctly limited—he cannot publish the contents without the permission of the sender. The case of the carrier is certainly *à fortiori*. But the receiver may be ordered to produce letters, even at the suit of a stranger. Lord Justice CAIRNS said in *Hopkinson* v. *Lord Burghley*, "The writer is supposed to intend

that the receiver may use it for any lawful purpose, and it has been held that publication is not such a lawful purpose. But if there is a lawful purpose for which a letter can be used, it is the production of it in a court of justice for the furtherance of the ends of justice." Moreover, the sender cannot protect letters from production by marking them "private and confidential." If the Post-office were the ultimate receiver of a letter or telegram, therefore, there could be no doubt about its liability, and if telegrams are to be got at, it must be upon the ground that the Post-office retains copies in its possession, and to a limited extent is a receiver. Supposing, however, that this were allowed to prevail, we do not see how it is possible to compel the office to produce all telegrams addressed to and from a particular town on a particular day. In *Lee* v. *Angus* (14 L. T. Rep. N. S. 324) a *subpœna duces tecum* was served upon a witness, calling upon him in very wide and general terms to produce all deeds, documents, &c. in his possession relating to the dealings and transactions between two firms for a period of thirty-three years. Vice-Chancellor WOOD said the terms of the subpœna were much too vague, and did not sufficiently specify the documents to be produced, and that a witness ought not to be asked to ransack a large collection of papers for such a period of time to ascertain the precise documents wanted by the party. This reasoning applies when the papers are numerous, either on account of the long period over which they extend or the nature of the business to which they relate. Nevertheless, the VICE-CHANCELLOR held, that having got the documents in court, the witness was bound to produce them. On the whole, Mr. Justice GROVE exercised a wise discretion in not ordering the Post-office to submit the telegrams to the proposed examination, but whether under such circumstances the Post-office should be altogether exempted is a question of the first importance upon which we should not like to express any opinion.

ON the 6th inst. judgment was delivered by Mr. Justice FITZGERALD in *Re Marshall*, which was an application by a prisoner in custody for a writ of *habeas corpus*, in order that she should be in attendance at an inquest held on the body of a soldier whom it is alleged she murdered by poison. When the prisoner was taken before the magistrate, application to him was made on her behalf that she might be allowed to attend the inquest then being held, but the magistrate decided that he had no power to grant the application. The argument in support of the application for a writ of *habeas corpus* was that the Court of Queen's Bench had discretionary jurisdiction, and that even though the prisoner might not be required as a witness before the coroner, she was entitled to be present. It was pointed out that a coroner had power to exclude from the inquest both attorney and counsel, and that if the prisoner were not allowed to be present, any irregularities of which she might be entitled to take advantage for the purpose of quashing the inquisition would pass unchallenged;—and further, that the prisoner should be entitled to cross-examine the witnesses, some of whom might die between the inquest and the trial, but whose depositions might possibly still be used, and no cross-examination take place at all. Solicitor-General LAW, on behalf of the Crown, urged that uniformity should prevail in the English and Irish practice, and that the settled practice in England is that a writ of *habeas corpus* will not be issued unless it appears to be substantially necessary to the ends of justice. That may be a general principle, but there is no English decided case which goes the length of saying that a prisoner ought not to get his writ for the purpose of attending the coroner's court. It occurs to us that the argument with reference to the admissibility of the depositions in evidence—the doubt whether they would be admissible at the trial if the accused were not present at the inquest—is of itself sufficient ground for allowing the writ to go. ARCHBOLD in his Criminal Evidence says (p. 232), "Although the former statutes relating to the examination of witnesses against a prisoner before justices and coroners (1 & 2 Ph. & Mc. 13; 2 & 3 Ph. & M. c. 10; 7 Geo. 4, c. 64, ss. 2 and 5) did not contain any express enactment like that contained in 11 & 12 Vict. c. 42, s. 17, it was yet determined in many cases, and recognised as a rule of law, that, where the examination of witnesses in cases of felony under these statutes was taken in the presence of the accused, and he had the opportunity of cross-examining them, the deposition of any such witness might be read in evidence against the accused on his trial, in case the person who made the deposition were dead." We have not looked at the authorities cited by the counsel for the application in *Re Marshall*, but it is obvious that any judge would hesitate considerably to admit the depositions of a witness before the coroner on the trial of the accused, if the accused had not been present at the examination. Whereas it is equally clear that there could be no objection to the reception of such evidence the accused having been present. The SOLICITOR-GENERAL contended that the writ ought not to go merely to gratify the desire of the accused to be present, but only where the accused wished to give evidence. In this argument we do not for a moment concur, but we entirely agree with Mr. Justice FITZGERALD, who said that he always considered that the more latitude allowed in preliminary courts the better for the course of justice; and again, "Is the coroner's court to exist? If it is I ought to assist its inquiries in every way." "I know," his Lordship added, "of no case in which the application of an accused person, saying by her attorney that she desires to be present, has been refused." In delivering his judgment, Mr. Justice FITZGERALD made some general observations concerning the examination of prisoners on their trial. "I for one," he said, "have long entertained the opinion, and have repeatedly expressed it from the Bench, that, at the final trial before the judge and petty jury, prisoners should be allowed to tender themselves and be received as witnesses, if they so desired it. I believe that there is a great defect in the law as it stands at present, and I think that an alteration in the law to that effect should be made, as it would be most conducive to the due administration of criminal justice. The adviser of the prisoner has sworn that it would be necessary for the prisoner to be present at the inquest before the coroner, in order that she might be tendered as a witness, and I must treat the application with that view, as *bonâ fide*. That course, if adopted, will be taken at the peril of the party, and if I were sitting as a coroner, although I would not call upon her to be examined, I should be very slow to refuse to receive her evidence, if it were offered,"

MEANS OF KNOWLEDGE AND REPRESENTATIONS AS AFFECTING CONTRACTS.

IT is frequently important that contracting parties should be careful to inform themselves not only of the character of the person with whom they contract, but of all the circumstances existing at the time of the making of the contract. The law of agency in this country has in course of time assumed rather complicated proportions, and it is now abundantly clear that different principles apply to dealings with factors and with brokers, and with agents generally of disclosed and undisclosed principals. When an action is brought by undisclosed principals for goods sold, a question is very likely to arise whether the defendants have any right to set-off against the claim a debt due to them by the agent. And in considering this claim to a right of set-off, it must be asked as a preliminary question, had the defendant means of knowing that the other contracting party was an agent? If he had not, and the principal enabled his agent to hold himself out as owner of the goods, the agent's debt may be set-off against the principal. If, on the other hand, the defendant, with due diligence, could have ascertained that the vendor was an agent, no set-off of the debt of the agent can be pleaded to an action by the principal.

The effect of knowledge upon the defendant's right of set-off was discussed in the case of *Borries and others* v. *The Imperial Ottoman Bank* (29 L. T. Rep. N. S. 689), where in an action by the real owners of goods for the price of such goods, the defendants pleaded that they had bought them of certain persons whom they believed to be the owners, and that they did not know that the plaintiffs were interested therein or that the vendors were the plaintiffs' agents. On a demurrer to this plea it was held that the plea was good without any allegation negativing the means of knowledge on the part of the defendants that the vendors were agents. The objection to the plea just escapes being a technicality, and appears to us to have been satisfactorily met by Mr. Justice Keating, who said "what are means of knowledge but *evidence* of knowledge, and evidence must not be pleaded." We are not, however, interested in discussing here whether technically the averment of want of means of knowledge ought to have been inserted in the plea, but the principle involved is one of importance.

The law of agency in this country has become somewhat complicated by the existence of agents having different functions, such as factors and brokers; but the law is now, we think, tolerably clear. First, a vendee of goods cannot in an action for the price by the true owner, set-off a debt due by the vendor's agent to the vendee unless he dealt with the agent as a principal and had no knowledge that he was an agent. If he can be affected with knowledge that the seller was an agent, then the rule does not apply, and he cannot set-off the debt of the agent against the claim of the owner of the goods. To enable us to understand this doctrine, it is only necessary to look at one or two of the principal cases, and the best illustration is furnished by *Baring* v. *Corrie* (2 B. & A. 137). There Coles and Co., who were brokers, and also merchants, sold to Corrie and Co. in their own names sugars belonging to Baring, Brothers, and Co., who brought an action for the price. The true nature of the contract was entered by Coles and Co. in their brokers' book, which the defendants might, if they pleased, have seen. Coles and Co. had not the possession of the sugars which were lying in the West India Docks where, by the usage of the docks, they could not have been taken without the order of the plaintiffs, whose principal clerk signed the delivery order. Under these circumstances the court held that the defendants had no right to set-off against the demand of the plaintiffs for the price of the goods a debt due to them from Coles and Co. The plaintiffs there had not even given to the selling brokers the muniments of title, and with ordinary diligence the vendees might have known that Coles and Co. were acting as agents for Baring Brothers. As Mr. Justice Bayley put

it, "I think that the plaintiffs did not by their conduct enable Coles and Co. to hold themselves out as the proprietors of these goods so as to impose on the defendants; that the defendants were not imposed on; and even supposing that they were, they must have been guilty of gross negligence." That is a strong case, and we may take it that if we substitute for gross negligence, bare negligence, the case would remain the same.

This leads us straight up to the distinction between factors and brokers, thus referred to by Smith in his Mercantile Law: "Though if a factor sells goods in his own name, the buyer may avail himself of a right of set-off against the factor, yet, if a broker do so, the rule will, except under extraordinary circumstances, be different; for" (quoting *Baring* v. *Corrie*) "a factor who has the possession of goods differs materially from a broker; the factor is a person to whom goods are consigned, and when he sells in his own name it is within the scope of his authority; and it is right, therefore, that his principal should be bound by the consequences of such sale, one of which is the right of setting-off a debt due from the factor; but the case of a broker is different—he has not the possession of the goods, and so the vendee cannot be deceived by that circumstance . . . If, therefore, he sells in his own name, he acts beyond the scope of his authority, and his principal will not be bound." It may be remarked, however, that something more than the description of a broker, as such, is necessary to raise the right of set-off, and if the broker so describe himself in conditions of sale, yet if he sell goods as principal, being enabled by possession to deceive the vendee, the true owner will be liable to be met by a set-off. This was the case in *Blackburn* v. *Scholes* (2 Camp. 341). There the marginal note at p. 343 says: "The circumstance of persons selling goods being described in the catalogue as sworn brokers is not sufficient notice to the purchaser that they are only agents, to prevent him from dealing with them as principals."

Analogous to the subject which we have been discussing is the doctrine of representation. As in the case of a broker dealing as principal, a person would contract with him the more readily if there were mutual credits between them, so representations of circumstances alleged to exist, although not the consideration for a contract, may induce it, and alter the position of the other side. The doctrine was considered in the case of *The Citizens' Bank of Louisiana* v. *First National Bank of New Orleans* (L. Rep. 6 E. & I. App. 352) where bills of exchange were sold on the representation that there were ample funds in the hands of third persons to meet them. That representation was held not to amount to an appropriation of the funds referred to, or an equitable assignment. Representations have been divided by the authorities into two classes, (1) representations of facts, and (2) representations of intentions. Lord Cranworth said in *Jorden* v. *Money* (5 H. of L. Cas. 213) "I think that the doctrine does not apply to the case where the representation is not of a fact, but a statement of something which the party intends or does not intend to do. In the former case it is a contract, in the latter it is not." And Lord Selborne said in the recent case, "I apprehend that nothing can be more certain than this, that the doctrine of equitable estoppel by representation is a wholly different thing from contract, or promise, or equitable assignment, or anything of that sort. The foundation of that doctrine—which is a very important one, and certainly not one likely to be departed from—is this, that if a man dealing with another for value makes statements to him as to existing facts, which being stated would affect the contract, and without reliance upon which, or without the statement of which, the party would not enter into the contract, and which being otherwise than as they were stated, would leave the situation after the contract different from what it would have been if the representations had not been made: then the person making those representations shall, so far as the powers of a court of equity extend, be treated as if the representations were true, and shall be compelled to make them good. But those must be representations concerning existing facts.

We shall not further enter into that case, which is a very interesting one. It may be read with advantage, and well illustrates the necessity for correct knowledge on the part of parties to contracts to render contracts binding.

ON THE VALUATION OF ANNUITIES AND FUTURE AND CONTINGENT DEBTS AND LIABILITIES IN BANKRUPTCY.

(36 & 37 VICT. c. 66, s. 22, SUB-SECT. 1.)

ARE annuities debts? On the one hand an "annuity creditor" is generally described, *eo nomine*, as in the repealed Bankruptcy Act 1849, sect. 172—the word "creditor" alone, therefore, appearing insufficient to include him—and annuities partake of the character of descendibility (*e.g.*, a personal annuity to A. and his heirs), while debts do not; and do not partake of the attribute of non-assignability (which characterises debts), and "are not strictly *choses in action*," as is observed by Mr. Joshua Williams, who accordingly classifies them separately: (Personal Property, 3rd edit., 160). On the other hand, the Bankruptcy Act 1869, nowhere speaks of these annuities, *eo nomine*, and defines "debts provable in bankruptcy" as including liabilities by the Act made provable in bankruptcy (sect. 4). Are they then "liabilities?" which word is now a legal and legally defined one, at least for the purposes of bankruptcy, which definition, we presume, the Judicature Act adopts when it uses the word in the sub-section before us, since it nowhere itself defines it. A "liability" then, includes, for the purposes of the bankruptcy, "any compensation for work or labour done, any obligation or possibility of an obligation to pay money or money's worth on the breach of any express or implied covenant, contract, agreement, or undertaking, whether such breach does or does not occur, or is or is not likely to occur, or capable of occurring before the close of the bankruptcy; and, generally, any express or implied engagement, agreement, or undertaking to pay, or capable of resulting in the payment of, money or money's worth, whether such payment be, in respect of amount, fixed or unliquidated, as respects time present or future, certain or dependent on any one contingency, or on two or more contingencies; as to mode of valuation capable of being ascertained by fixed rules, or assessable only by a jury, or as matter of opinion" (Bankruptcy Act 1869, s. 31)—words so comprehensive, that it would seem hopeless to contend that they do not extend to "annuities."

The matter then stands thus: All debts and liabilities (except demands in the nature of unliquidated damages), present or future, certain or contingent, are debts provable in bankruptcy, and may be proved in the manner prescribed (*i.e.*, prescribed by general rules of court, s. 4) before the trustee in bankruptcy. An estimate shall be made, according to the rules of the court for the time being in force, so far as the same may be applicable, and, where they are not applicable, at the discretion of the trustee, of the value of any debt or liability, which by reason of its being subject to any contingency or contingencies, or for any other reason, does not bear a certain value;" and then follows a right of appeal by the party aggrieved by any estimate of value made by the trustee, to the court. Then the Lord Chancellor with the advice of the Chief Judge in Bankruptcy, is empowered to make general rules for (*inter alia*) "the valuing of any debts" (not, observe, "liabilities") "proveable in bankruptcy;" and "until such rules have been made" (and, none such have yet been made, and if made, they would hardly catch "annuities," unless they are "debts")—"the principles, practice, and rules on which courts having jurisdiction in bankruptcy have hitherto acted, shall be observed:" (Bankruptcy Act 1869, s. 78.) Now, these "principles, practice, and rules" are those prescribed in the Bankruptcy Act 1849, viz., the court was "to ascertain the value by whatever assurance the annuity might be secured, regard being had to the original price given for it, deducting therefrom such diminution in the value thereof as may have been caused by the lapse of time from the grant to the date of the fiat or filing the petition for adjudication." Mr. Robson thinks that these principles of valuation are still applicable (Law of Bankruptcy, 1st edit. 173), and such would seem to be the case with regard to annuities, certain and absolute, unless, under sect. 31 of the Act of 1869, the discretion of the trustee extends to all annuities (as being "debts or liabilities which do not bear a certain value"), which, however, it is too much to contend. He appears to us, however, hardly correct in remitting us to the Act of 1849 for the valuation of contingent annuities.

"Rules of the court" (*i.e.*, of "the court having jurisdiction in bankruptcy as by the Act of 1869 provided," see sect. 4), "for the time being applicable" to the making of an estimate of contingent annuities within sect. 31 there are none, simply because the Lord Chancellor has not yet made any, and therefore such annuities (if "liabilities") must be valued by the trustee. But annuities certain and absolute, may still be valued under sect. 173 of the Bankruptcy Act 1849, because the principle of valuation there laid down is a "principle on which courts having jurisdiction in bankruptcy have hitherto acted" (sect. 78), and is therefore preserved.

And yet, if this be a correct representation of the law in bankruptcy, what can be more unsatisfactory than to be obliged, as the Judicature Act appears to oblige us, to have recourse, in the valuation of annuities, to the section of an Act which is no longer on the statute book (it having been wholly and expressly repealed by the 32 & 33 Vict. c. 83), and which cannot therefore with truth be said to contain any "rules which are in force for the time being under the law of bankruptcy," within the meaning of those words in the sub-section of the Judicature Act under consideration.

Had the Judicature Act defined "debt" as including "annuity," and had the sub-section used the words "valuation of debts and liabilities," instead of its present words "valuation of annuities and future or contingent liabilities," things would have been plainer, although even then there would have remained perhaps the question whether all annuities are within sect. 31 of the Bankruptcy Act 1869.

The sub-section, though it declares the rules in bankruptcy "shall prevail and be observed," as to debts and liabilities proveable, omits the valuation of future or contingent debts, and confines itself to the valuation of "annuities" and "liabilities." Is there, then, to be no adoption of the rules of bankruptcy in the

valuation of such debts? A future or contingent "liability," assuming, as we have said, that the Judicature Act adopts the new definition of "liability" given in the Bankruptcy Act, will be valued according to sect. 31, *i.e.*, according to the rules of the Court of Bankruptcy in force where applicable, and if none apply, then at the trustee's discretion. Future or contingent "debts"—a much more numerous and probable class of cases—will, unless debt and liability are synonymous terms, remain to be estimated as best they may. The scope of the Bankruptcy Act has been enlarged, so as to admit proof of "liabilities" which were inadmissible before. The scope of the Judicature Act is to be narrowed, if we are right in our interpretation of it, by excluding the valuation of "debts" from it, for even if all "annuities" be "debts," all "debts" are clearly not "annuities."

The latter part of the sub-section, beginning with the words, "And all persons," seems superfluous; and the sub-section would end much better with the words "adjudged bankrupt;" but, if it be retained, it should surely stand thus: "And all persons who, in any such case, would be entitled to prove for and receive dividend out of the estate of any such person, if a bankrupt" (not "any such deceased person") "may come in under the decree or order for the administration of such estate, and make such claim against or receive such payments out of the same". (making a claim alone would be no remedy) "as they would be entitled to under the law of bankruptcy" (not "by virtue of this Act").

DUTIES PAYABLE BY REASON OF DEATH.

(*Continued from p.* 194.)

THE decisions and the dicta of the judges go to the following extent: The estate of a person dying entitled to the proceeds of unsold real estate is liable to the payment of probate duty, because the sale ought and in equity is considered to have actually taken place. The estate of a person dying entitled to real estate, to be purchased with personal estate, is liable to the payment of probate duty, because at his death the property which actually passes upon his death is of a personal nature. A voluntary transferee of real estate from a reversioner who predeceases the tenant for life is subject only to duty by reason of the gift to him, and at a rate to be determined by the relationship between the transferor and transferee; but such transferee is not liable to the duty to which the transferor, had he survived the tenant for life, would have been subject, it being tacitly admitted by the Crown that the death of the reversioner puts an end to any claim for duty by reason of the original estate taken by him. A transferee for value from a reversioner, who predeceases the tenant for life is, however, liable to the payment of duty at the *same rate* to which the reversioner himself would have been liable had he survived the tenant for life, but upon a basis which may according to circumstances be either less or very much greater than that upon which the duty would have been calculated had the reversioner retained his property and survived the tenant for life.

We first propose to consider the question of probate duty. Is it right that real estate should or should not be liable to probate duty? The law does not make such a charge when a man dies seised of real estate. For what reasons? Because, we suppose, it is considered that real estate already otherwise bears its full share of public burdens. We are not aware of any other sufficient reason; and assuming that reason to be valid, upon what grounds can the charge of probate duty upon leasehold property be defended? Surely land in the holding of a leaseholder bears exactly the same burdens as it would were it in the hands of the freeholder. A. is a freeholder, and, in common language, is called the holder of a freehold ground rent. B. is his immediate lessee, and by reason of his having sub-let the propery is, in common language, called the holder of a leasehold ground rent. Both A. and B. receive their ground rents free of deduction except for property tax, yet upon the death of B. his estate has to pay probate duty upon the value of his ground rent, whereas upon A.'s death his estate altogether escapes probate duty in respect of his ground rent, which is more valuable than that of B. As the law stands, however, real estate upon the death of its owner contributes nothing in the shape of probate duty, and the only duty to which it is liable is succession duty, to which we shall presently refer. If, then, it is considered fit that real estate should altogether escape probate duty because of the other charges upon it, or for any other reason, we are at quite a loss to understand by what process of reasoning it can be considered fair that the fact of such real estate being held subject to such a power as in equity would for certain purposes confer upon such real estate the incidents of personalty, should make it liable to taxation, when but for such power it would wholly escape. If such power were to have the effect of freeing the land, whilst held subject thereto, from all or any of its other public burdens, which would clearly work an injustice to other landowners, we could understand the fairness of such a proposal, but to treat it as land for the purpose of one kind of taxation, which were it money it would altogether escape, and at the same time to treat it as money for the purpose of another kind of taxation to which land is not subject appears to us to be not only inequitable but simply unjust. Admitting, however, that real estate directed to be sold should for the purpose of probate duty be considered as personalty, there appears to us to be no answer to the converse proposition that money directed to be invested in real estate should be considered real estate. It appears, however, to be the opinion of the court that such is not the law, which seems to us to be doing what is usually called blowing hot and cold.

The most glaring injustice seems to be worked when real estate is held for partnership purposes. In equity such real estate is, but solely for the partners' benefit, considered personalty, but why should such doctrine be carried further than its legitimate ends? Why should one house be chargeable with the payment of probate duty because it is used by two persons for the purpose of the trade in which they are partners, whereas the adjoining house, although it may be used for exactly the same kind of trade, is not so chargeable because the owner does not happen to have a partner? Can anything be more absurd? Why should the public be partly relieved of taxation in consequence solely of the private relations of the owners of the houses?

We will now consider the question of legacy and succession duty. If real estate be by will directed to be sold and the proceeds paid to A., he has to pay legacy duty upon the whole of the proceeds, whereas if the estate were given direct to him he would only have to pay succession duty at exactly the same rate, but calculated upon the basis of the value of his own life only. If the real estate were given to A. for life the amount of succession duty payable by him would be just the same as if the fee simple were given to him, with this exception, that if he died within four years and a half of his testator's death he would escape so many equal eighth-parts of the duty as there remained half years to complete that term. Why should a tenant for life and a tenant in fee have to pay exactly the same amount of duty when the estate of the latter is of a far greater saleable value than that of the former? and why should a tenant in fee who has full powers of disposition which he subsequently exercises have to pay a far less amount of duty because his testator happened to give the property direct to him instead of directing it to be sold and giving him the proceeds? Again, why should a purchaser from a reversioner have to pay succession duty upon a different basis from that upon which his vendor would have paid it, and why should such purchaser have to pay duty when by reason of the death of his vendor it would but for the sale never have been payable, or if such purchaser is to pay such duty as would have been paid by the representatives of the vendor who would have taken the property if no sale had taken place, why should those representatives have to pay duty, both probate and legacy, upon the purchase moneys which but for the sale would never have passed to them, and would never have become liable to the duty?

We can see no reason why probate duty should not be paid in respect of freeholds as well as upon leaseholds and money, and it would seem but right if the Government is entitled to a percentage of any dead man's property, that the real estate of A. should contribute as well as the personal property of B. Until 1853, unless the real estate were directed to be sold, no duty of any kind was payable by reason of its passing upon a death from one owner to another, but in that year it was made liable to succession duty, reckoned upon the value of the taker's life, whether such taker were absolutely entitled or not.

In cases of reversionary legacies passing by the death of the original legatee, two duties are payable, one under the will of the original testator and the other under the will of the original legatee. It does seem manifestly unfair that personal estate passing under wills should be subject to such accumulative duties. Assume a testator gave his personal property, amounting to 1000*l.*, to his wife, a young woman, for life, and after her death to A., a stranger, and before the wife's death A. and three successive legatees, all strangers to each other, had bequeathed such legacy, the Crown would, irrespective of probate duty, be entitled to 344*l.*, and the last legatee to 656*l.* By the Succession Duty Act provision is made for the payment of one duty only in respect of personal estate which passes from one successor to another by reason of death, so that in no case can the Crown become entitled to more than 10 per cent., and that only from the person who becomes entitled to the actual enjoyment of the property. If it be considered unfair to charge double duty when the interest passes, by reason of death, under settlements, why should it be otherwise when a similar interest passes by the same reason under wills? No intelligible reason can be given.

Another thing strikes us as improper. Probate Duty and Probate Court fees are payable upon a scale according to the value of the testator's personal property. In estimating such value no deduction is allowed on account of debts, and until very recently no deduction was even allowed for debts secured upon mortgage of leaseholds, the result being that when a man in a large way of business happens to die, his executors have to pay a very large sum for duty and fees, whereas perhaps the estate is of small actual value, or perhaps insolvent. It is true that a return of the duty can be obtained, but the process is by no means an easy or inexpensive one, and no return can be had of the court fees.

It appears to us that probate duty should be payable upon the

net value of a testator's or intestate's property, whether such property be freehold, leasehold, pure personalty, or otherwise, that in the case of reversionary property the payment of such duty should be postponed until the actual falling in of the reversion; and if such reversion did not fall in during the life of the legatee, no duty should be payable except under the will of the testator or administrator of the intestate, to whose estate the actual possession accrued. To ensure the proper estimate of the estate and no improper deduction, the residuary account (which should contain a statement of all the property whether in possession or reversion) might be required to be verified by the oath of the executors or administrators.

The succession and legacy duties should be amalgamated into one duty and should be payable upon all property passing by reason of death other than upon reversionary property upon which duty should be payable as it now is, under the Succession Duty Act, upon reversionary personal property, viz., by the person who actually obtains possession of it, the rate to be the highest which he or either of his predecessors would have paid had all been liable to duty. In all cases the duty should be calculated upon the actual value of the interest passing to the beneficiary. Provision should, however, be made for allowing time for payment of duty in respect of land, but interest should be paid upon every instalment calculated as from the death of the deceased, otherwise the legatee of money would, in consequence of immediate payment of duty being required, have to bear a larger amount of duty than the devisee of land, whereas both are equally beneficiaries and should rateably contribute towards the expenses of the country.

Provision will have to be made for the payment of the duty where reversions are dealt with or pass otherwise than by death. The present system of charging duty under the Succession Duty Act is clearly unfair. The proper thing would, we should think, be to charge the reversioner with duty, at the time of sale, upon the actual proceeds of the sale in exactly the same manner as if the reversion had fallen in and such proceeds had been its value. It should, however, be further provided that in case the reversion did not actually fall into possession during the reversioner's life, no probate duty should be paid upon so much of his estate as should be equal in amount to the proceeds of the sale of the reversion, and that other duty should only be payable upon such amount in case the reversioner's representatives would have been liable, in respect of the reversion, to a higher rate of duty than the reversioner himself, and then only at the difference between the rates.

LAW LIBRARY.

WE have received from Messrs. Knight and Co. (90, Fleet-street), *The Local Government Directory for* 1874. This work is in its thirty-third year, and it contains an useful summary of Local Government Legislation of the session of 1873, by Mr. CUNNINGHAM GLEN. The Directory is too well known to require description. It is to local authorities what the Law List is to the legal Profession. We notice that it contains a list of the School Boards of England and Wales.

SOLICITORS' JOURNAL.

WE are able to state, on the highest authority, that solicitors will have an equal right of audience with the Bar in cases of bankruptcy, in the Exchequer division of the High Court as constituted under the Supreme Court of Judicature Act, unless the contrary is provided for under the rules of court to be framed in conformity with that Act. We remind solicitors that the drafting of these rules has been intrusted to members of the Bar, and it is important that nothing in these rules contained should be allowed to abridge or affect the right in question, and which has been so properly conceded in the Act in the interests of the public and the Profession. This important point will, no doubt, receive the careful consideration of the council of the Incorporated Law Society, although the majority of the members of that body are not, perhaps, likely to avail themselves of the right of audience referred to.

THE following appeared in the *Globe* a few days since, the correspondent in question being, we understand, a London solicitor: "In the law reports of the *Times* counsel engaged in each case is always scrupulously mentioned. A correspondent suggests that the names of the solicitors should also be published. This is obviously fair. The public go to solicitors, and the latter to the higher branch of the Profession. The majority of people, therefore, are more interested in knowing the names of solicitors than those of barristers. It is due to solicitors that their services should be recognised; but the present demand is made on public, not professional grounds. In reporting a case either no reference should be made to legal officials, or the names of all concerned should be made known." It is enough for us to say that we quite agree with the above. It is contended by some that the names of the solicitors in the case cannot often be ascertained by the reporters. Our readers will agree with us that such a contention will not as a rule hold water.

WE understand that an impression exists at Woodbridge that the circular recently issued by the Lord Chancellor, directing that, upon any vacancy occurring in the office of registrar of the County Courts, that his Lordship may be acquainted with the fact, "in order that the circumstances of the court, and the propriety of discontinuing it, may be considered," will lead to the abolition of that County Court, the registrar of which, Mr. Reeve, a local solicitor, has just died. We understand, however, that the learned judge of the County Court in question, has replied that it would be highly inexpedient to abolish the court. We hope that the vacant registrarship will be filled by a London or local solicitor, and not, as has lately been the case on such vacancies occurring, by a member of the Bar.

"LEGAL process issued in Ireland and Scotland may be served in England," writes a solicitor, "but the same process issued in England may not be served in those parts of the United Kingdom; how the Incorporated Law Society can for so long a time have left matters in this position is difficult to explain." We do not quite see that the Incorporated Law Society is answerable for this rather unjust provision in the Common Law Procedure Act 1852. It was, we believe, inserted in the Bill in the House of Lords at the eleventh hour, at the instigation of certain Scotch and Irish peers. English solicitors, and indeed the English public, may fairly demand legislation on the subject.

BARRISTERS are called solicitors to some of the public departments of the State. A barrister has just been appointed to the office of Registrar to the Railway Commissioners, and another member of the higher branch has been appointed to the office of Registrar of the Preston County Court; in short, barristers are being appointed to all those posts usually, in former times, bestowed upon attorneys at law. Solicitors who have laboured for years in the active exercise of their profession, are constantly overlooked in favour of members of the Bar often admittedly without practice or experience. We wonder to what length this unjust practice, which is obtaining, will go before solicitors show any sign of discomfiture, if they ever will show it at all.

REFERRING to the observations in our last issue upon the subject of the inconvenience arising from the service out of the jurisdiction of process issued out of the Lord Mayor's Court of the City of London, a solicitor in the City writes to us that he considers that of which we and our correspondents complain so often not so objectionable as contended, "because countrymen trade within the city and so give jurisdiction." "It would be much worse to compel the City houses to go to remote courts to sue people dealing with them," says our correspondent. Whilst we gladly print this expression of opinion we are compelled to differ from the view of the question which he advances. The County Courts exercise no such extensive jurisdiction.

WE are pleased to notice a tendency on the part of solicitors to conduct the cases of their clients on the hearing of municipal petitions. Three country solicitors have lately particularly distinguished themselves by the able manner in which they have conducted such cases, in two of which they were successful, as has no doubt been observed in the reports in the London daily papers of the past week. If this practice obtains, as we hope it will, no doubt many petitions will be presented and disposed of which otherwise would not, owing to the expense which would necessarily arise under other circumstances. Much just and legitimate litigation is nipped in the bud owing to the enormous expense which in these modern times often attends it.

THE following lectures and classes are appointed for the ensuing week, at the Law Institution, for the instruction of students seeking admission on the roll of attorneys and solicitors: Monday 26, Tuesday 27, and Wednesday 28, class, Common Law, 4.30 to 6; Friday 30, lecture, Conveyancing, 6 to 7, p.m. To prevent interruption at the lectures, subscribers cannot be admitted to the hall after a lecture has commenced.

NOTES OF NEW DECISIONS.

FRAUD—ACTION AT LAW ON POLICY OF INSURANCE—RELIEF IN EQUITY—CANCELLATION.—The defendants brought an action at law against the plaintiffs on a policy which, with another policy, had been effected by gross fraud. There being several actions arising out of the same transaction, all the actions but that of the defendants were stayed, and a special case was agreed upon, and judgment was to be delivered at law upon the facts stated and found. The facts showed gross fraud on the part of the plaintiffs at law, and judgment was given against them. Held, that the defendants at law were entitled to a decree in equity for cancellation of both the policies: (*London and Provincial Marine Insurance Company* v. *Seymour*, 29 L. T. Rep. N. S. 641. V.C.B.)

MATRIMONIAL SUIT—COUNTERCHARGE BY WIFE—PETITION DISMISSED—WIFE'S COSTS.—In a husband's suit for dissolution on the ground of adultery, the wife charged the husband with adultery, and with conduct conducing to her adultery. The jury found both parties guilty, and the petition was dismissed. The court held that the respondent had succeeded in her litigation, and ordered her all the costs of her defence beyond the sum for which security had been given in the registry: (*Chaldecott* v. *Chaldecott, and Cartwright*, 29 L. T. Rep. N. S. 699. Div.)

MATRIMONIAL SUIT—HUSBAND RESIDENT IN AUSTRALIA—PROOF OF PRELIMINARY FACTS OF AFFIDAVIT—PRACTICE.—In a husband's suit for dissolution, where the petitioner was resident in Australia, the court allowed the preliminary facts of the cohabitation and separation to be proved by affidavit: (*Adams* v. *Adams and Guest*, 29 L. T. Rep. N. S. 699. Div.)

WILL—UNEXECUTED TESTAMENTARY PAPER—INCORPORATION.—A testatrix left a will by which a certain portion of her property was to be disposed of according to instructions contained in "any document or documents accompanying this my will." Three letters were found along with the will, one dated anterior to the will, another bearing date before the will, but evidently altered after, and the third written after the execution

of the will: the court held, that none of the documents were sufficiently identified as being in existence when the will was executed, and refused probate of all three: (*In the Goods of Matilda Zockey*, 29 L. T. Rep. N. S. 699. Prob.)

THE APPORTIONMENT ACT—CONSTRUCTION OF WILL MADE BEFORE.

Capron v. *Capron*, before Malins, V.C., on Wednesday, was a special case to obtain the opinion of the court upon an important question as to the construction of the Apportionment Act 1870, under the following circumstances:—The late Mr. George Capron, of Southwick Hall, in the county of Northampton, by his will, drted the 2nd April 1866, after bequeathing certain life annuities, payable quarterly, and charging them upon his estate in the county of Northampton (of which he was seised in fee), devised that estate (in effect) to his eldest son for life, with remainder in strict settlement. By a codicil, dated the 1st July 1871, he made certain trifling alterations in, and subject thereto ratified and confirmed, his will, and he died on the 24th April 1872. The rents of such parts of the testator's Northampton estate as were let on lease were payable at Lady-day and Michaelmas, and the question then arose whether the persons who were interested in his residuary personal estate were not under the recent Apportionment Act of 1870 (which came into operation on the 1st Aug. 1870) entitled, as against the devisee of the estate, to have the rents apportioned and such part of them as accrued before the day of the testator's death paid to them.

The VICE-CHANCELLOR said the point which had arisen in this case as to the construction of the Apportionment Act of 1870 (the construction of which had already caused some difficulty) was one of very great and general importance. In this case the testator, who was seised in fee, had devised his estates in strict settlement; but, in considering the question, there was no difference in principle between that and an absolute devise, and the question was in effect the simple one—whether in all cases where a testator seised in fee devised a particular estate, and died between the half-yearly or quarterly days for the payment of his rents, there should be an apportionment of those rents between his own personal estate and his devisee. The state of the law before the recent Apportionment Act was clear; in all cases of money lent the interest was considered as accruing from day to day, and the personal representative of the testator was entitled to an apportionment, but where an estate was devised the devisee was entitled to the whole rents from the last day of payment, and the representative of the devisor was not entitled to any apportionment. This was felt to be a defective state of things, and in August 1870, was passed the Act now under consideration, which, after reciting "whereas rents and some other periodical payments are not at common law apportionable (like interest or money lent) in respect of time, and for remedy of some of the mischiefs and inconveniences thereby arising divers statutes had been passed," by its 2nd section enacted that after the passing of the Act "all rents, annuities, dividends, and other periodical payments in the nature of income (whether received or made payable under an instrument under seal or otherwise) shall, like interest on money lent, be considered as accruing from day to day, and be apportionable in respect of time accordingly." This his Honour read as a general provision applying to this very case, and, according to it, every day a fresh sum of rent was to be considered as falling due, and the rent of every day which fell due before the death of the testator must go to this estate. Such would have been his decision if there had been no authority upon the case, but in the case of *Roseingrave* v. *Burks* (Ir. Rep. 7, Eq. 186), the Vice-Chancellor of Ireland, in a carefully considered judgment, had arrived at the same conclusion. It had been said that that case was decided in chambers, but it had been argued by counsel, and he presumed reported by the sanction of the judge, and his Honour did not consider that it was entitled to less consideration because it was delivered in one room rather than in another. The case of *Jones* v. *Ogle* (L. Rep. 8 Ch. 192), had been cited as an authority the other way. In that case, however, the dividend and income of the testator's share in the Lillishall Iron Company were the actual subject of the bequest, and the decision of the Court of Appeal entirely turned upon the effect of the terms of the testator's will. A testator could do what he pleased with his property, and if in this case he had chosen to say, "I give my lands and all the rents accruing in respect thereof," that would have made the case more like *Jones* v. *Ogle*. There were, it was true, certain expressions used by one of the learned judges who had decided *Jones* v. *Ogle*, which rather seemed to imply a doubt whether the Act should apply to an instrument already executed. There was, however, no decision to fetter his Honour's discretion, and moreover, if the Legislature had intended such an exception they would probably have expressed it. No doubt every testator while making his will must be supposed to have in view the state of the law at the time; but in this case the testator, though he made his will before the passing of the Act, made a codicil after the passing of the Act, whereby, subject to certain alterations not affecting the present question, he ratified and confirmed his will. This amounted to a repetition and republication of every word so confirmed, and, in fact, rendered the will a will made after the Act. It was also very material to observe that the old Act directed an apportionment of the periodical payments therein mentioned, "under any instrument that shall be executed after the passing of this Act, or (being a will or testamentary disposition) that shall come into operation after the passing of this Act." So that as the former Act applied to a will executed before, but taking effect after the Act, it was in the last degree improbable that the Legislature should have intended the recent Act, which was expressed in very general terms, to have this limited operation. There must be a declaration that there must be an apportionment of the rents in the special case mentioned, and that such portion of them as accrued before the death of the testator belonged to his general personal estate.

Correspondence.

SALE OF PRACTICES.—Is it too much to hope that the Legal Practitioners' Society will take speedy steps to remedy the abuses now perpetrated by law accountants and agents in connection with the disposal of legal practices? SOLICITOR.

[We think the sale of solicitors' businesses may well be taken in hand by the Profession in some way, but, as we understand, the object of the Legal Practitioners' Society, the above is hardly a subject with which they can deal.—ED. SOLS'. DEP.]

UNQUALIFIED PERSONS.—In your impression of Saturday last I notice a letter upon "Our Invaders," C. and V. I have seen several of their circulars during the last few months, I wish I had known as much twelve months ago, for then I answered their advertisement, which appears daily in the *Standard* and *Telegraph*. I wanted a divorce, and was without money, as I am still; they said the case was very simple, and undertook it on spec. Week after week during the year they promised me the case would come on, but they never even had it registered for hearing. Now I am in a dilemma. The witnesses then on the spot, are now some distance out of London, and I am without means. VICTIM.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

COLES (Henry Beaumont), Middleton House, Long Parish, Whitchurch, Hants, Esq.; BIRD (Rev. Roger), of Inletham, near Sevenoaks, clerk, and FELLOWES (Rev. Henry John), of Over Wallop, Hants, clerk. £294 19s. 6d. Three per Cent. Annuities. Claimant, said Rev. Henry John Fellowes, the survivor.

COLES (Henry Beaumont), Middleton House, Long Parish, Hants, Esq., and IRONMONGER (Wm.), of Wherwell, Hants, Esq. £128 2s. 10d. Three per Cent. Annuities. Claimant, John James, surviving executor of Henry Beaumont Coles, deceased, who was the survivor.

ORD (Rev. John Alexander Blackett), Whitfield Hall, Hayden-bridge, Northumberland. £3847 14s. 7d. Three per Cent. Annuities. Claimant, Anne Jane Blackette Ord, widow, sole executrix of Rev. J. A. B. Ord, deceased.

RANSFORD (Henry), Huron Lodge, Boltons, West Brompton, Esq. £51 11s. 6d. New Three per Cent. Annuities. Claimant, said Henry Ransford.

SHAPTER (John), Lincoln's-inn, HARVEY (John), of St. John's-wood, BUSK (Hans), jun., of the Middle Temple, and SMITH (Wm. John Bernhard), of the same place, all Esqrs. £87 18s. 1d. Three per Cent. Annuities. Claimants, said John Shapter, Hans Busk jun., and Wm. John B. Smith, the survivors.

SINGLETON (Henry S.), South Audley-street, Middlesex, Esq. £189 8s. 8d. New Three Per Cent. Annuities. Claimant, said Henry Sydenham Singleton.

WILLOUGHBY (Mary Ann), and WILLOUGHBY (Charlotte), both of Cunningham-place, St. John's-wood, spinsters. £300 Three Per Cent Annuities. Claimant, said Mary Ann Willoughby, spinster, the survivor.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

MAREZZO MARBLE COMPANY (LIMITED).—Petition for winding-up to be heard Jan. 31, before the M.R.

NEUCHATEL BITUMINOUS ROCK PAVING COMPANY (LIMITED).—Creditors to send in by Feb. 14 their names and addresses, and the particulars of claims, to Lord Wm. M. Hay and Edward Wm. Bonham, care of Bischoff and Co., 4, Great Winchester-street-buildings, London, the liquidators of the said company.

TUMACACORI MINING AND LAND COMPANY (Limited). Petition for winding-up, to be heard Jan. 30, before V. C. M.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

BAILEY (Julia E. B.), 29, Grosvenor-place, Bath, widow. Feb. 16; Thos. H. Gill, solicitor, Devenport, March 2; M. R., at 11.30 o'clock.

BOOTH (Edward), late of Manchester, and lately carrying on business at Gorton and Salford as gum and starch manufacturer. Feb. 7; R. Page, solicitor, 2, Clarance-buildings, Booth-street, Manchester, Feb 21; V. C. B., at 12 o'clock.

CREKE (John M.), Bancoorah, Bengal, India. March 19; Thos. Plews, solicitor, 14, Old Jewry-chambers, London, England, March 26; M. R., at 11 o'clock.

CHAFFIN (Matthew H.), 19, Berners-street, Oxford-street, Middlesex, gentleman. Feb. 14; Wm. Neal, solicitor, 4, Pinner's Hall, Old Broad-street, London, Feb. 25; M. R., at 11 o'clock.

COLEY (Chas. Wm.), Aberdeen Park, Highbury, and 178 and 180, Essex-road, Islington, and of Holloway-road (corner of Hornsey-road), Islington, Middlesex, pawnbroker. Feb. 16; E. Boulton, solicitor, 2a, Northampton-square, Clerkenwell, Middlesex. Feb. 25; V.C. M., at twelve o'clock.

COLEMAN (Wm.), Tewkesbury, Gloucester, brewer. March 11: C. H. Jagger, solicitor, Cannon-street, Birmingham, March 18; V.C. M., at twelve o'clock.

COOKE (Catherine P.), Harwich, Essex, widow. Feb. 16; F. R. Hale, solicitor, 74, King William-street, London. Feb. 23; V.C. H., at ten o'clock.

FISHER (John), Southampton, shopkeeper. Feb. 16; Edward Coxwell, solicitor, Southampton. Feb. 26; V.C. H., at ten o'clock.

HIGGINS (William), Monmouth, grocer. Feb. 28; R. J. Child, solicitor, 11, Old Jewry Chambers, London. March 2; V.C. M., at twelve o'clock.

HILL (John), Aylesbury, Bucks, miller. Feb. 28; A. Cox, solicitor, 28, St. Swithin's-lane, London. March 2; V.C. B., at twelve o'clock.

KEEN (Wm.), 153, Essex-road, Middlesex. March 20; H. R. Silchester, solicitor, 18, Great Dover-street, Southwark, Surrey. March 5; V.C. H., at twelve o'clock.

NICHOLSON (Wm.), East Ville, Lincoln, farmer. Feb. 20; F. T. White, solicitor, Boston, Lincoln. March 3; M. R., at twelve o'clock.

PYE (John), Packington-street and Essex-road, Islington, Middlesex, tea dealer and grocer. Feb. 28; Wm. Mote, solicitor, 1, South-square, Gray's Inn, Middlesex. March 10; V.C. H., at twelve o'clock.

STEPHENSON (Mark), Ossett, York, mill owner. Feb. 16; John Barker, solicitor. Dewsbury. March 4; M. R., at half-past eleven o'clock.

TEALE (Benjamin H.), Leeds, gentleman. Feb. 28; Wm. B. Craven, solicitor, East Parade, Leeds. March 17; V.C.B., at twelve o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

ANDREWS (Alexander), 3, Grove-villas, Albion-grove, Stoke Newington, Middlesex, gentleman. Feb. 10; Law, Hussey, and Halbert, solicitors, 10, New-square, Lincoln's-inn, London.

BARKER (Rev. Chas. A.), late of Apedale-road, Chesterton, Stafford, previously of the Old Hall, Chesterton, and formerly of 12, Onslow-square, Middlesex. April 10; Dod and Longstaffe, solicitors, 16, Berners-street, Middlesex.

BIGG (Thomas), 3, Manor-place, Ospringe-street, Faversham, Kent, gentleman. Feb. 28; F. Johnson, solicitor, 67, Preston-street, Faversham.

BRIDEN, otherwise BAYSON (Wm. E.), West Croydon, Surre, surgeon. Feb. 21; Wright and Pilley, solicitors, 25, Bedford-row, London.

BROWN (Ann), Willenhall, Stafford, widow. Feb. 16; Crowther Davies, solicitor, 25, Bennett's hill, Birmingham, and John Clarke, solicitor, Willenhall.

BURROUGHES (Rev. Jeremiah), Lingwood, Norfolk. Feb. 23; Fosters, Burroughes, and Rodberds, solicitors, Bank-street, Norwich.

CECIL (Clarence F.), Dronfield Lodge, Kilburn, Middlesex, Esq. Feb. 2; J. S. Ward, solicitor, 52, Lincoln's-inn-fields, London.

CHAPMAN (Henry), Sheffield, pawnbroker. Feb. 10; Burdekin and Co., solicitors, Sheffield.

CLARK (John), M.D., 4, St. Luke's-place, Cork, Ireland, doctor of medicine, staff surgeon. Feb. 15; Hillyer, Fenwick, and Stibbard, solicitors, 12, Fenchurch-street, London.

EDEN (Hon. Dulcibella M.), Hampton Court Palace, Middlesex, spinster, Feb. 16; Pownall and Co., solicitors, 9, Staple-inn, London.

FROOME (Mary A.), Zinzan-place, Reading, Berks, spinster. Feb. 10; C. W. Hoffman, solicitor, 59, Broad-street, Reading, Berks.

GRUNDON (Thos.), formerly of North Shore, late of 25, Richmond-street, both in the county of Newcastle-upon-Tyne innkeeper. March 2; J. G. and J. E. Joel, solicitors, Newcastle-upon-Tyne.

HAY (Wm. J.), late of 3, Powis-gardens, Bayswater, Middlesex, Esq., formerly Admiralty chemist at H.M. Dockyard, Portsmouth. Feb. 20; R. J. H. Tucker, 26, Piccadilly, London.

HOLDEN (Oliver), Upper Parliament-street, Liverpool, coal merchant. Feb. 14; Gates and Martin, solicitors, 10, Water-street, Liverpool.

LLOYD (Frederick A.), Park-road, West Brompton, Middlesex, Esq. March 1; Gascoite, Wadham, and Daw, solicitors, 19, Essex-street, Strand, London.

MAY (Wm.), formerly of Brickdam, afterwards of 18, Upper Lisson-street, Marylebone, both in the county of Middlesex, currier, and late of 33, Henry-street East, Portland-town, Middlesex, of no occupation. Jan. 24; Drake and Son, solicitors, 3, Cloak-lane, Cannon-street, London.

MAY (Sarah), 16, Newport-terrace, Barnstaple, widow. Feb. 28; Willoughby and Cox, solicitors, 13, Clifford's-inn, London.

MCCLURE (Sir Robert J. Le Mesurier), C.B., 25, Duke-street, St. James's, Middlesex, Jan. 30; Chauntrell and Pollock, solicitors, 63, Lincoln's-inn-fields, Middlesex.

MURRAY (Albert Wm.), 41, Great Ormond-street, Middlesex, a retired major in the 5th Middlesex or Royal Elthorne Militia. Feb. 21; S. Hamilton, solicitor, 11, Great James-street, Bedford-row, Middlesex.

MURRAY (Hon. Dame Emily), Wimbledon Lodge, Wimbledon, Surrey, widow. Feb. 28; G. Bramwell, solicitor, 75, Chester-square, London, S.W.

NESBITT (Elizabeth), 6, Victoria Villas, Mortlake-road, Richmond, Surrey, widow. Feb. 11; Vanderoom, Law, Hardy, and Aston, solicitors, 23, Bush-lane, London.

PHILLIPS (John), Castle-square, Haverfordwest, retired chemist and druggist. Feb. 28; Wm. John and Son, solicitors, 5, Victoria-place, Haverfordwest.

POCOCK (Edw.), 59, Burton-crescent, Middlesex, gentleman. March 10; T. Angell, solicitor, 27, Gresham-street, Bank, London.

RANKEN (Cecilia), formerly of Hammersmith, Middlesex, then of Apsley-place, Clapham, Surrey, and late of Upper Berwick, near Lewes, Sussex, spinster. Feb. 19; Randall and Angier, solicitors, 3, Gray's-inn-place, Gray's-inn, Middlesex.

RICHARDS (Jane), Gloucester, spinster. March 2; Thos. L. Poole, solicitor, 9, Bell-lane, Gloucester.

SEAGER (Jas. L.), Millbank, Middlesex, and Carrong House, South Lambeth, Surrey, Esq. Feb. 8; Cope, Rose, and Pearson, solicitors, 25, Great George-street, Westminster, Middlesex.

SHADFORTH (Elizabeth), Nether Heworth Hall, Durham, widow. Wm. and W. Dickson, solicitors, Alnwich.

SMITH (Rebecca), London-road, near Gloucester, widow. March 2; Thos. L. Poole, solicitor, 9, Bell-lane, Gloucester.

STURDY (Daniel), senior, 18, Priory-road, Wandsworth-road, Surrey, Esq. Feb. 14; Fladgate, Clarke, and Smith, solicitors, 40, Craven-street, Strand.

SWIFT (Elizabeth), Kingston-upon-Hull. Feb. 8; Tom Turaner, solicitor, Beverley.

TROWER (Penelope Frances), Unsted Wood, near Godalming, Surrey, widow. Feb. 16; Bell, Stewarts, and Co., solicitors, 49, Lincolns-inn-fields, Middlesex.

WALROND (Rev. Theodore A.), 23, Belmont-park, Lee, Kent. Feb. 22; J. and J. Hopgood, solicitors, 174, Whitehall-place, London, S.W.

YATES (Elizabeth), 285, Kennington-road, Surrey, widow. Feb. 12; W. F. Baker and Lawrance and Co., solicitors, 15, Old Jewry-chambers, London.
YATES (Thomas), late of 285, Kennington-road, Surrey, formerly known as 23, Chester-place, Kennington-cross, gentleman. Feb. 12: Whitakers and Woolbert, solicitors, 12, Lincoln's-inn-fields, Middlesex.

MAGISTRATES' LAW.

NOTES OF NEW DECISIONS.

COUNTY BRIDGE—DAMAGE BY LOCOMOTIVE—REPAIR.—The Locomotive Act (24 & 25 Vict. c. 70, s. 7), enacts that where any bridge on a turnpike or other road, carried across any stream, watercourse, or navigable river, canal, or railway, shall be damaged by reason of any locomotive passing over the same, or coming into contact therewith, none of the proprietors, undertakers, directors, conservators, trustees, commissioners, or other persons interested in, or having charge of, such navigable river, canal, or railway, or of such bridge, shall be liable to repair the damage, &c., but the same shall be repaired to the satisfaction of such proprietors, &c., by the owners or persons having charge of the locomotive at the time of the happening of the damage. Held, that this provision does not apply to bridges repairable by the inhabitants of a county: (*Reg* v. *Kitchener*, 29 L. T. Rep. N. S. 697. C. Cas. R.).

LOCAL GOVERNMENT—NEW BUILDING—BYE-LAWS.—21 & 22 Vict. c. 98, s. 34, empowers every local board to make bye-laws (*inter alia*) "with respect to the structure of walls of new buildings for securing stability and the prevention of fires," and to "provide for the observance of the same by enacting therein such provisions as they think necessary as to the giving of notices." The appellants, a local board, acting under the above section, passed a bye-law requiring notice to be given to them before the commencement of any new building. The respondent possessed a stable within the district of the local board. The back of the stable was formed by a wall of the yard in which it stood; the other three sides were of wood. Without giving notice to the appellants, he pulled the stable down and rebuilt it in another part of the yard, so that two of the yard walls formed two sides of the erection, and the other two sides were reconstructed with the old materials. He put on a fresh roof. The respondent having been summoned before justices for the breach of the above-mentioned bye-law, they stated a case, under 20 and 21 Vict. c. 43, wherein they minutely decribed the nature of the restored stable, and decided that the building was not a "new building" within the meaning of the first-mentioned statute and bye-law, but reserved the question as one of law upon which they desired the opinion of the court. Held, that the stable in question was a "new building," and the justices were wrong in their judgment, but were right in remitting the question for the court: (*Hobbs* v. *Dance*, 29 L. T. Rep. N. S. 687. C. P.)

KENT GENERAL SESSION.

Tuesday, Jan. 13.

(Chairman: Col. J. T. LENNARD).

Alehouse Licenses.

THE quarter session for the county was held at Maidstone.

A letter was read from Mr. T. F. Walker, clerk to the justices of the Tunbridge Division, relative to the fee for serving the notices required by Geo. 4, c. 61, p. 15, which enacts that it shall be lawful for the clerk to the justices to receive from each person to whom an alehouse licence is granted (amongst other sums) the sum of 1s. for the constable or other peace officer for serving the notices, &c., required by the Act to be served. Mr. Walker goes on to say, "Since the parish constables have ceased to be appointed the county police have served the notices, and the question arises whether the fee should now be charged. I hear that in some divisions it was not taken at the recent annual licensing meeting, and that in those divisions in which it was taken it was proposed by the clerks to the justices to apply it to the police superannuation fund. In this division the fees were received, and the amount (£8 15s.) is still in my hands. Under these circumstances I thought it well to mention the matter to the magistrates at the petty sessions, and I was directed by them to request you to be good enough to bring the subject before the next court of general sessions, with the view of obtaining its opinion as to the propriety or otherwise of charging the fee and the mode of its appropriation in case the court should be of opinion that it should still be charged."

The Clerk of the Peace read a lengthy opinion on the subject, the substance of which was that there was no statute relieving the applicant from the necessity of paying the fee; and the justices would, he thought, best comply with the law if they directed the clerks to the justices to continue to demand the 1s. fee, and to pay it over to the treasurer to be applied by him in aid of the police rates, and that it should not be applied to the police superannuation fund. After some discussion, the committee was requested to renew communications with the Canterbury Town Council relative to the use of the police station.

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Banbury	Monday, Jan. 26	A. S. Hill, Esq., Q.C., M.P.	10 days	D. P. Pellatt.
Folkestone	Friday, Jan. 30	J. J. Lonsdale, Esq.....	8 days	R. T. Brockman.
Penzance	Saturday, Jan. 24	Charles S. C. Bowen, Esq.	10 days	Walter Borlase.
Sudbury	Wednesday, Jan. 28.....	Thomas H. Naylor, Esq..	14 days	Robert Ransom.
Wigan	Wednesday, Jan. 28.....	Joseph Catterall, Esq. ...		Thomas Heald.

ELECTION LAW.

NOTES OF NEW DECISIONS.

RIGHT OF AN IRISH PEER TO VOTE.—An Irish peer, who is not a member of the House of Commons, is not entitled to have his name kept on the register so as to be able to vote, in the event of his being elected to the House of Commons at a future time: (*Lord Rendlesham* v. *Tabor*, 29 L. T. Rep. N. S. 679. C. P.)

BOROUGH FRANCHISE — OCCUPATION — ABSENCE.—A clergyman who goes abroad, having placed a curate in his house, and having locked up three rooms for his own use, without an *animus revertendi*, for six months previous to the 31st July, is not entitled to vote under either 2 & 3 Will. 4, c. 45, or the Representation of the People Act 1870 (30 & 31 Vict. c. 102): (*Durant* v. *Carter*, 29 L. T. Rep, N. S. 681. C. P.)

BOROUGH FRANCHISE — OCCUPATION — EXCHANGE OF HOUSE.—A man has not resided within the borough for six calendar months previous to the last day of July, within the 27th section of 2 Will. 4, c. 45, when he has for a portion of that time exchanged houses with a friend in another part of England, and had no intention of returning, and does not return until the expiration of the time agreed upon between them: (*Penn* v. *Pye*, 29 L. T. Rep. N. S. 684. C. P.)

UNAUTHORISED ALTERATION OF LISTS—NOTICE OF OBJECTION.—In the copy of the register of voters for the county, sent by the clerk of the peace to the overseers, the appellant, a voter, was described as of a particular place. The overseers, knowing that he had ceased to reside there, struck out the name of the place, inserted that of the place where the voter actually did reside, and published the list so altered. Previously to the annual revision of the lists, a notice of objection was sent by post to the voter, directed to his true address, as described in the list when altered. The revising barrister deemed the notice sufficient, and expunged the voter's name. Held, that the alteration of the list being beyond the powers given to the overseers by 6 Vict. c. 8, s. 5, the list so altered could not be "deemed to be the list of voters," within sect. 6, and, therefore, that the notice, not having been directed to the appellant, "at his place of abode, as described in the said list of voters," according to the provisions of sect. 100, was improperly served, and the barrister's decision erroneous: (*Nosworthy* v. *The Overseers of Rutland*, 29 L. T. Rep. N. S. 675. C.P.).

TAUNTON ELECTION PETITION.

Jan. 17 *and* 20.

(Before GROVE, J.)

Evidence—Telegrams—Inspection.

Russell, Q.C. said he wished to have the inspection of certain telegrams concerning the election which had passed between Taunton and other places, and a *subpœna* had been served on the proper parties to produce them. He understood that an official from the Telegraph Department was present, but the authorities were unwilling to produce the telegrams without judicial authority. What he would propose was, not that the telegrams should be put in and inspected by anybody, but that they should be looked at by one of the counsel on either side.

Collins said he was counsel in the *Bridgwater* case, and there the telegraph clerk was called into the box, ordered to produce the telegrams, and he was allowed to examine them upon the table of the court.

GROVE, J.—It is a somewhat awkward thing to allow telegrams to be examined without a rather strong case for this course being shown. It is most important that the privacy of the telegraph should be kept up.

Russell said the course he pursued would insure privacy.

GROVE, J.—But the inspection is of no use to you unless you can make some use of the telegrams before me.

Russell.—We intend to make some use of them.

Ballantine, Serjt. said he would leave his learned friend to take his own course; he would neither conceal nor admit anything, nor would he propose any *modus operandi*.

GROVE, J. thought that at all events there should be some limit laid down as to the examination.

Russell.—That cannot be; that cannot be done.

Ballantine, Serjt.—This is a Government concern, and not a private matter. It is like opening a letter from the Post-office.

GROVE, J. said it was very like calling a postman to say what were the contents of a letter passing through his hands.

Harrison said there were three cases in which it had been held that telegrams were not privileged.

GROVE, J. said it was rather a formidable thing to say that a counsel, simply because he represented a party in a suit, could ask to have telegrams examined. The *Bridgwater* case was before the telegraphs had passed into the hands of the Government. It was a point of extreme importance, and before deciding it he should like to ask the opinion of the other election judges upon the matter. It was a point upon which much would depend, and it was very desirable that there should be a general opinion.

Russell.—It is clear that they are not privileged.

GROVE, J.—Where do you find that point? Was it so held before, or has it been ruled since the telegraphs came into the hands of the Government?

Russell.—I apprehend that does not make any difference at all.

GROVE, J.—I am not sure of that.

Russell.—There is no case on the subject since Government has had the telegraphs; but I can hardly conceive any reason why there should be a difference.

GROVE, J.—I can see there is some distinction. A message is handed to the Post-office, and the Government is trusted to take certain measures with regard to it.

Russell said when the private companies had the telegraphs they were bound in honour to keep telegrams private, unless a judicial emergency required their disclosure. There was no higher duty laid on the Government than this. They had merely consolidated the companies. As to letters, those that passed to and from candidates and their agents, let them be ever so private, they were bound to be produced when called for.

Jan. 20.—GROVE, J., on taking his seat this morning, said: I have received answers from my learned brothers whom I consulted about the application for the production of the telegrams which passed during the election, and their opinion is very strong, coinciding with that which I rather intimated, without giving an absolute decision upon, on Saturday. Their opinion is that I decidedly ought not to interfere to compel, or even to say anything to the post-office officer, to induce him to produce these telegrams. I do not wish to go into the reasons of this decision, because I do not desire to say that cases may not arise where strong specific grounds may justify the interposition of the election judge. I take it that the witness from the post-office declines to produce the telegrams on his own authority. I do not propose to interfere with the post-office in the matter. I neither compel nor invite them to produce the telegrams.

Russell.—There were one or two particular telegrams as to which we desired to make a specific inquiry, but I may at once say that unless we got a full examination of the telegrams which passed between certain persons during the election, it would be perfectly useless to go further into the matter, and I shall make no further application to your Lordship.

GROVE, J.—Not letters of third parties?

Russell.—To and from candidates and agents.

GROVE, J.—Well, there is the very beginning of the case. You must prove agency.

Russell.—We do not ask for this merely as a fishing examination.

GROVE, J. said that might not be, but there was a wider question involved. It was a matter on which he now felt more than ever that the opinion of all the election judges should be taken, so that there should be a general ruling. On public grounds there was a good deal of difficulty in assenting to the request, and though it might not be of much moment here, yet on some future occasion it might be of the greatest importance.

Jan. 22.—*Ballantine*, Serjt., at the sitting of the court to-day, said he had carefully considered the suggestion made last night by his Lordship as to the calling of Rollings; but, whatever his own opinion

n ight have been, he found that he had no alternative in the matter, seeing that his learned friend the Attorney-General insisted upon every witness who could throw any light upon the inquiry being placed in the box. Under these circumstances he should reserve any further comments upon the evidence until after the witnesses were called. The first witness he proposed to call was the Attorney-General himself.

Sir Henry James, examined by *Giffard*, explained the circumstances under which he first undertook to contest the borough in 1868. He was invited by some of the constituents to come down, and undertook to do so on the distinct understanding that no corrupt practices would be resorted to, that he should not be required to attend a meeting at any public-house, and that no committee-room should be held at a public-house. These conditions were complied with, and he came down to Taunton. He was seated on petition. Mr. Lane acted as his agent, but was since dead. Mr. Burman, a tradesman, was then appointed, and acted for him in 1873. There was very little drunkenness during the contest, and only on two occasions was he asked for drink—each time by a woman. One voter wrote a letter to him asking for £5. His canvass was purely a personal one. He was not accompanied in it by Mr. Burman. His canvass was highly successful, and throughout the polling he had no reason to believe that he was ever at the bottom of the poll. One of his agents told him after the polling that he was beaten, and that was the first time he had any reason to suppose that his opponent had a chance of success. It turned out, however, to be a mistake on the part of his agent, and was soon rectified. In regard to Rollings, he knew nothing of him further than as an active member of the Land and Labour League, and never employed him as an agent or canvasser.

After some further evidence, the court adjourned.

MANCHESTER SESSIONS COURT.

Tuesday, Jan. 20.

(Before T. W. SAUNDERS, Esq., Recorder of Bath, Commissioner.)

Re BATTY (A Councillor of Exchange Ward.)

Municipal petition—Technical objection—Lists not delivered.

At the election for Exchange Ward, in November 1873, B. and N. received an equal number of votes, and the returning officer gave his casting vote in favour of B. N. presented a petition against B.'s return, on various grounds, and claimed the office on the ground that he had a majority of lawful votes. In accordance with the Act of 1872 (35 & 36 *Vict. c.* 33), *the petitioner prepared a list of the votes objected to, which had to be delivered to the Master, and the respondent, six days before the day appointed for trial. The trial was appointed for the 20th January, and on the 13th the list was taken to the Rule Office, when the clerk there said it was too late, and advised an application to the Court of Common Pleas for leave to file the list. The list was not pressed upon him, but it was delivered on the 14th, and an application was made to the court as suggested, and a rule nisi was granted. The court discharged the rule on the hearing, on the ground that the list had not been delivered six days before the day appointed for trial, but did not decide whether the list would have been delivered in time if delivered on the 13th.*

The case now came on for hearing before the commissioner appointed under the Act. The petitioner's counsel offered no evidence, as the list was excluded.

The commissioner refused to dismiss the petition under the circumstances, and determined simply to certify that B. was duly elected. He refused to grant costs to the respondent, on the ground that the petition was bona fide, and was simply defeated by a technical objection, but granted the costs of the returning officer.

Ambrose, barrister, for the petitioner.

Cottingham, barrister, for the respondent.

Grundy (of *Grundy* and *Kershaw*), for the mayor, the returning officer.

In this case a petition had been lodged by Mr. Nield against the return of Mr. Batty for Exchange Ward in November last, at which election there had been a tie between these two candidates, and the mayor, who was the returning officer, gave his casting vote in favour of Mr. Batty. The petition declared that the respondent was not duly elected by a majority of lawful votes, and therefore a scrutiny was prayed for. A rule *nisi* had been applied for and obtained by Mr. Ambrose in the Court of Common Pleas, calling upon the respondent, Mr. Batty, to show cause why the petitioner should not be at liberty to give evidence against the list of voters tendered at the rule office, and why the said list should not be filed. It appeared that the petitioners had deferred the filing of the list to the last moment, and it was a question whether it was filed within the six days required by the rules of the court. On the matter being argued, Lord Coleridge discharged the rule, thereby deciding in favour of the respondent, that the list could not be received. The question now arose how far that decision would affect the proceedings at the hearing of the petition. Mr. Ambrose reviewed the history of the election, and explained how the order had been obtained from the County Court judge to inspect the documents. There had been some delay in inspecting the documents, owing to the illness of the town clerk, and it was not till near Christmas that the documents were inspected. This delay had arisen from the laudable desire of the town clerk, as custodian of the documents, to be present. It was, therefore, not till Christmas that the marked registers were inspected. Then followed the New Year holidays, and then the petitioners addressed themselves to the getting up of the case. By the 7th rule, which had been issued by the judges, it was enjoined that six days before the trial a list of votes objected to, with heads of objections, should be handed to the master and the respondent. This had been driven to the last moment, and a question had arisen as to the construction of the rule. By the 25th section of the Corrupt Practices Act, it was provided that in reckoning the time for the purposes of the Act, Sunday Christmas Day, or any day set apart for fast or public thanksgiving should be excluded, and the judges were authorised to make rules, which should be of the same force as if they were enacted in the body of the Act.

Cottingham wished the court to take note of recent judgment of the Lord Chief Justice of the Common Pleas.

Ambrose contended that the court had decided on the simple question that they had not left the notice at the rule office on the sixth day. The question whether the six "clear" days was not touched upon, because it was a custom with the court never to decide upon a point which did not arise. The trial was to be on the 20th. The list was tendered on the 13th, but not left till the 14th. For his part, if it had been left on the 13th, he was convinced that it would have been in time. When the list was tendered on the 13th, the legal agents of the petitioner in London considered it was in time, but he was told by the clerk it should have been delivered on the 12th. Unfortunately, in pursuance of that suggestion, the clerk did not press the matter; and if the rule clerk had refused to accept the list, he (Mr. Ambrose) should have felt in a different position. As it was, the rule clerk simply gave advice, which was accepted, namely, that a summons should be taken out, which was done. No order was made on this summons, and application was then made to the Court of Common Pleas with the result above stated. He had offered in the Court of Common Pleas, and before the judge, and was now prepared to offer to pay the costs of the adjournment if the respondents would waive the objection taken in respect of the lists not being delivered in time, and he was prepared with evidence of the most reliable character in support of his list of objections; and he ventured to think that he should lay such evidence before the judge as would entitle him to a verdict in his favour.

Cottingham refused to accede to the suggestion. He argued that the petitioners tried, by the ruse of keeping back the information as long as they could, to put the respondent to a disadvantage, and as they had not complied with the law, they must abide by the consequences.

A long discussion then ensued on the question of costs, *Cottingham* contending that the costs should fall on the defeated party.

Ambrose said that all precedents tended to show that the costs in a case under these peculiar circumstances should not fall on the petitioner, who was ready to go on with his case, but was met by a frivolous technical objection.

Cottingham said if the petition had been withdrawn altogether no court would have refused to give the respondent costs, and the petitioner said he would have withdrawn if he had had time to do so.

Ambrose contended that the commissioner had a discretion in the matter of costs, and that there were special circumstances in this case calling for the exercise of that discretion in favour of the petitioner. The petitioner had offered long ago to pay the costs of a postponement, and the offer had been renewed that morning, but it was not accepted, and this was a case of an inquiry being defeated on a purely technical objection. At all events, it was a case in which the respondent was entitled to no indulgence from the court; on the contrary, it was a case having special circumstances which would justify the commissioner in depriving him of his costs.

Cottingham having briefly replied.

The COMMISSIONER said this was a peculiar case, and he was sorry it fell to his lot to adjudicate upon it in the first instance. The earnestness of the petitioner was shown by the deposit of £500. He had shown that he was animated by a desire honestly to go on with and have the petition tried. He (the Commissioner) did not, therefore, look upon his conduct as being in any way tinctured by frivolity or insincerity. The 7th rule provided that the list of objections should be filed six days before the day of trial. That meant that one day should be included, and another excluded, and therefore if the particulars had been filed on the 13th they would have been in time. The clerk who tendered them voluntarily took them away again, but if he had insisted upon their being received, the question would have arisen whether the tender was not in fact a filing. No doubt the petitioner drove the thing to the last moment. It was a pity that he was not more liberal in his views, and did not file his particulars in ample time, but he did nothing more than he was lawfully justified in doing. The particulars, however, were not strictly filed, and the respondent had a right to rely upon that, and so far he had the advantage of retaining his seat. He could not shut his eyes to the fact that this was a *bona fide* petition. There were on both sides a great many questionable matters for the consideration of the court, but it was impossible for him to suggest which side would have been victorious. Here, however, was a *bona fide* petition, honestly presented, and he could not look upon it as being in any way frivolous. It failed to some extent on a technicality. He thought the petitioner had the moral merits of the case, and did not think that he was called upon to visit him with the costs, he therefore made no order as to costs, and should certify that Mr. Batty had been duly elected.

Cottingham thought the Commissioner had power to reserve a point of law, and he wished the point in reference to the construction of the Act of Parliament on the question of the time of notice to be reserved.

The COMMISSIONER said his discretion as to costs was unfettered, and Mr. Cottingham could hardly go to the Court of Common Pleas with a case as to how he exercised his discretion.

Grundy (who represented the Mayor).—I understand you to dismiss the question of costs with regard to Mr. Batty and to grant costs to the Mayor?

Ambrose said he must consent to an order that the returning officer should have his costs. He must also consent to the costs of the town clerk being allowed.

The COMMISSIONER remarked that a number of objections were made to votes upon which the register was conclusive. For instance, voters were objected to because they had not resided in the ward sufficiently long, or because they were not duly rated to the poor. The court had nothing to do with these questions.

Ambrose said these objections were made on both sides, and a question would have arisen as to them.

The proceedings then terminated.

REAL PROPERTY AND CONVEYANCING.

NOTES OF NEW DECISIONS.

BILL OF SALE—COVENANT TO PAY "IMMEDIATELY ON DEMAND"—REASONABLE TIME FOR PAYMENT—CONSTRUCTION.—By a bill of sale dated the 15th April 1873, the plaintiff assigned all his goods, &c., to the defendant to secure a sum of £100, upon the express condition that if the plaintiff did not "immediately upon demand thereof in writing," delivered to the plaintiff or left for him at his home, pay the money due, it shall be lawful for the defendant to seize and sell the goods comprised in the bill of sale. On the 27th April 1873, the defendants went with bailiffs to the plaintiff's house and there saw the plaintiff's wife and son, who told him that the plaintiff was from home, they knew not where, and that he might be gone to America for aught they knew. The defendant then read and delivered to the wife and son a written demand for payment, which not being complied with, he at once put the bailiffs in possession, and after an interval of eight days sold the goods. The plaintiff returned to his home on the 8th May, and said he had started with the £100 to go to S. on business, but had gone to R., had got drunk, and remained away "on a spree." In an action against the defendant for so seizing and selling the plaintiff's goods, it was held by the Court of Exchequer (Kelly, C.B., and Bramwell and Pollock, BB.) that the defendant was under the circumstances perfectly justified by the terms of the bill of sale in seizing the goods as he did, immediately upon the demand having been made as above stated. *Toms* v. *Wilson and another* in the Q.B. and Ex. Chamber (7 L. T. Rep. N. S. 421, 8 ib. 799; 3 B. & S. 423 and 455; 30 L. J. 32 and 382, Q.B.), and *Massey* v. *Sladen and others* in the Exchequer (L. Rep. 4 Ex.

13; 38 L. J. 34, Ex.), discussed and distinguished: (*Wharlton* v. *Kirkwood*, 29 L. T. Rep. N. S. 644. Ex.)

VOLUNTARY SETTLEMENT—WORDS OF LIMITATION IN GRANT—LIFE ESTATE.—A., by a voluntary settlement, in 1838 conveyed freeholds to trustees upon trust (together with a sum of stock already transferred) for himself for life, and after his death in trust for his reputed son, W., when and in case he attained twenty-one, with a trust for maintenance if W. should be under twenty-one at the settlor's death. And in case W. should die under twenty-one, or die in the settlor's lifetime, without leaving issue living at his decease, then over. There were no words of limitation in the trust for W. There was a power of sale in the settlement, but no trust to invest the proceeds in land. A. died in 1849, having made his will in 1843, which recited the settlement and confirmed it, except as to the stock which had been sold. W. attained twenty-one, and died in 1872. Held, that W. took a life estate only in the freeholds under the settlement, and that there was a resulting trust for the settlor: (*Middleton* v. *Barker*, 29 L. T. Rep. N. S. 643. V.C. B.)

MINES EXCEPTED OUT OF GRANT OF SURFACE—RIGHT OF OWNER TO SUBTERRANEAN WATER.—In a case in which mines were altogether excepted out of a demise of the surface, held (reversing the judgment of the court below), that the rights of the owner of the surface, and the owner of the mines did not in any way differ from those of the owners of adjoining closes, who are strangers in title, each of whom is entitled to the water found upon his land, but neither of whom is entitled to complain of the loss of that water by natural percolation set in motion by his neighbour's excavations; for it makes no difference whether the respective closes are adjacent vertically or laterally, and the grant of the surface cannot carry with it more than the ownership of the entire soil would: (*The Ballacorkish &c., Mining Company* v. *Dumbell*, 29 L. T. Rep. N. S. 658. Priv. Co.)

RIGHT OF WAY—SUBSTITUTED WAY.—The grantor of a right of way over a towing path along a private canal built a bridge over the canal, which entirely blocked up the towing path, and obliged the grantee to go through the grantor's land around the foot of the bridge in order to rejoin the towing path. Purchasers from the grantor of the land over which this right of way existed, attempted to prevent the grantee from using the substituted way which the building of the bridge had obliged him to use. Held, that the grantee was entitled to an injunction restraining the purchasers from interfering with his use of the substituted way: but that the injunction must be limited to the period during which the obstruction of the towing path by the bridge might continue, and was not to extend so as to authorise the grantee to use the substituted way for any other purpose than towing barges. Order of Bacon, V.C., varied: (*Selby* v. *Nettlefold*, 29 L. T. Rep. N. S. 661. L.C. and L.JJ.).

TESTAMENTARY SUIT—MARRIED WOMAN'S WILL — SETTLEMENTS — COSTS. — A married woman executed a will by virtue of a power, by which she appointed A., her husband, her universal legatee. A. did not prove the will, but dealt with the estate, which was all included in the marriage settlement. On the intermarriage with B., his adopted daughter, with C., he settled on her a sum of £5000, in which he included a certain portion of his wife's estate. B. and C. proved the will of the testatrix, which was opposed by her next of kin, and the court, in decreeing costs out of her estate, held, that no portion of the fund settled at the marriage of B. and C. was liable to the costs of the litigation: (*Adamson* v. *Adamson and Hammond*, 29 L. T. Rep. N.S. 700. Prob.)

EJECTMENT FOR FORFEITURE—NONPAYMENT OF RENT—CONSTRUCTION OF COMMON FORM—MEANING OF "BEING DEMANDED."—The defendant was tenant to the plaintiff under an agreement containing a condition for re-entry if defendant should "make default in payment of the rent within twenty-one days after it should have become due being demanded." The defendant made default on the 25th March, and the plaintiff made demand on the 9th April, but the defendant failed to pay. The plaintiff waited twenty-one days, and then brought ejectment: Held, that the demand being made before the expiration of twenty-one days, was not a good demand within the meaning of the agreemet, and a rule to set aside a verdict for the plaintiff in ejectment made absolute: (*Phillips* v. *Bridge*, 29 L. T. Rep. N. S. 792. C. P.)

BANKRUPTCY — COMPOSITION — SUBSEQUENT RESOLUTION TO REDUCE—WHEN PERMISSIBLE—ACTION BY DISSENTING CREDITOR—INJUNCTION—POWERS OF CREDITORS—32 & 33 VICT. c. 71, s. 126, CLAUSES 1, 5, AND 6.—Under sect. 126 of the Bankruptcy Act 1869, creditors have power by an extraordinary resolution to reduce the amount of a composition previously accepted by them when the circumstances require it, and it will be for the benefit of the debtor and the creditors generally. A dissentient creditor is as much bound by such extraordinary resolution as he was by the resolution accepting the original composition. The word "persons" in clause 5 of sect. 126 of the Bankruptcy Act 1869 does not mean "creditors," but "persons" other than creditors, whose interests may be affected by the proceedings: (*Ex parte The Liquidators of the Radcliffe Inves'ment Company (Limited)*; *Re W. H. Glover and Co.*, 29 L. T. Rep. N. S. 694. Bank.)

WILL — ADEMPTION — BEQUEST OF LEASEHOLDS — NOTICE TO TREAT FOR SERVED ON TESTATOR — NO WRITTEN AGREEMENT—CONVEYANCE BY EXECUTRIX—MESNE RENTS.—A testator bequeathed two leasehold houses to A., and appointed B. his executrix and residuary legatee. Previously to his death the testator was served, by a railway company with notice to treat for the sale of the leaseholds. No written agreement was executed, but surveyors assessed the amount of the purchase money, and it was arranged that the testator should continue to receive the rents until the completion of the purchase. Nothing more was done until after the death of the testator, when B., as executrix, conveyed the property to the company. Held, that the bequest was adeemed, but that A. was entitled to the rents received from the testator's death to the date of the conveyance: (*Watts* v. *Watts*, 29 L. T. Rep. N.S. 671. V.C. H.).

DOMICIL OF ORIGIN—ABANDONMENT OF—WILL—GIFT OF RESIDUE—ADEMPTION.—In 1858, the testator, a native of Montreal, where, up to that time he had carried on the business of a merchant, sold his house, and also a piece of ground that he had there purchased in the burial ground, and accompanied by his family went to Paris for the education of his children, where he resided until 1868, when he came to England and purchased the lease, having thirteen years unexpired, of a house, which he furnished, and in which he lived until his death in May 1871. Testator on several occasions returned to Canada for the transaction of business, and on one of such occasions made his will in the French language, and in the form usual in Lower Canada, describing himself as of Montreal, merchant, and appointed four executors, of whom three were resident in Canada; and on another such occasion made a codicil to his will, describing himself in the same manner. While residing in England, testator's daughter married an Englishman, and he also established his son in business in England. Held, that the testator had acquired an English domicil. Testator, by his will made in 1853, gave all his property, subject to an annuity, to his wife (who predeceased him) for life, to be divided equally between his two children. In 1869 testator, on the occasion of the marriage of his daughter, covenanted to pay to the trustees of her marriage settlement the sum of £8500, and in the meantime to pay to them the annual sum of £525, upon trust for his daughter for life for her sole and inalienable use, with remainder to her children as she should appoint, and in default of appointment for all her children who should attain 21 or marry. Testator also advanced to his son a sum of £2000 for the purpose of placing him in business. Held, that the sums settled by the testator on the marriage of his daughter and advanced in his lifetime to his son, must respectively be taken into account in estimating the shares to which they respectively were entitled under the testator's will: (*Stevenson* v. *Masson*, 29 L. T. Rep. N. S. 666. V.C. B.)

COMPANY LAW.

NOTES OF NEW DECISIONS.

RAILWAY—COMPULSORY POWERS—NOTICE TO TREAT—DELAY — EVIDENCE.—A railway company, incorporated by an Act of Parliament, which passed on the 29th July 1869, limiting the time for the exercise of the compulsory powers to three years, and the time for the completion of the railway to five years, served a notice to treat for certain lands belonging to the plaintiff company on the 21st April 1866. By an Act of Parliament of the 26th July 1869 (against which the plaintiff company petitioned), the railway company was dissolved, and its undertaking was amalgamated with that of the defendant company, and by the same Act the time for completing the works was extended for three years; but the period within which the compulsory powers given by the first Act were to be exercised was not extended. On the 18th Aug. 1871, the defendant company took possession of the lands, whereupon the landowners filed a bill to restrain them from continuing in possession. Held, that the time for completion of the works having been extended by the Act of 1869 (of which the plaintiff company had notice) to the 29th July 1872, the notice to treat was not invalidated by lapse of time. Held also, that the magistrate's certificate under ss. 16 & 17 of the Lands Clauses Consolidation Act 1845 must, in the absence of fraud, be taken as conclusive evidence that the capital has been subscribed: (*Ystalyfera Iron Company* v. *The Neath and Brecon Railway Company*, 29 L. T. Rep. N. S. 662. M. R.)

UNREGISTERED ASSOCIATION—WINDING-UP.—In reply to a circular issued by M. and D., setting forth a project for acquiring and remodelling a theatre at the cost of £12,000, with the intention of selling it to a company, to be formed for the purpose, for £40,000, which would enable a return to be made of £300 for every £100 subscribed, several persons, exceeding seven in number, subscribed to the project. The theatre was at first carried on by M. and D., and afterwards by three of the subscribers. A creditor, on the grounds that the subscription to the project constituted the subscribers partners, presented a petition to wind-up the partnership under the 199th section of the Companies Act 1862. Held, that the subscribers were partners, and being more than seven in number, came within the Act, and the order was accordingly made: (*The Royal Victoria Palace Theatre*, 29 L. T. Rep. N. S. 668. V.C. B.)

VOLUNTARY WINDING-UP — CONTINUATION UNDER SUPERVISION — PRACTICE.—The 147th section of the Companies Act 1862, empowers the court, notwithstanding the opposition of unpaid creditors to order a voluntary winding-up to be continued under supervision. Where, therefore, the creditors of a company, in the course of voluntary liquidation, presented petitions for winding-up the company, the court declined to make a compulsory order, but directed the voluntary winding-up to be continued under supervision. Where successive petitions were presented for winding-up a company, in ignorance of prior petitions, the court, in making the order, allowed one set of costs on all petitions: (*Re Owen's Patent Wheel, &c. Company*, 29 L. T. Rep. N. S. 672. V.C. H.)

COURT OF APPEAL IN CHANCERY.

Saturday, Jan. 17.

Ex parte THE NEATH AND BRECON RAILWAY COMPANY.

Lands Clauses Act—Money deposited by company — Purchase money paid — Payment out of deposit.

THIS was an appeal from a decision of Vice-Chancellor Bacon. The above railway company in 1865, being desirous of entering on some lands belonging to Mr. John Lloyd Vaughan Watkins, which they required to take for the purposes of their railway, before any agreement for purchase was come to, paid into the bank, under the provisions of sect. 85 of the Lands Clauses Consolidation Act, 1845, the sum of £1544 7s. 4d., and entered into the usual bond. The sum was afterwards invested in Consols. The sum of £1700 was subsequently awarded for the purchase-money of the land, and another sum of £1700 for compensation for severance. These sums, with interest, were paid by the company, and on the 10th June, 1873, a conveyance of the lands to the company was executed. The company then petitioned for payment to them of the sum deposited in court. The Vice-Chancellor ordered the vendor's costs and expenses of the purchase to be paid out of this sum, and the balance to be paid to the company. The company appealed.

Eddis, Q.C. and *W. D. Gardiner* were for the company.

Kay, Q.C., *Cracknall*, and *Whately*, were for the landowners and others interested.

Lord Justice JAMES was of opinion that the Vice-Chancellor's order was not in accordance with the Act. The money was paid into the bank to answer a particular purpose—viz., to secure the payment of the purchase-money with interest; that purpose having been answered the Legislature had said that the money was to be paid out to the company. It would be unlawful for the court to do anything else with it. The Vice-Chancellor's order must be discharged.

Lord Justice MELLISH was of the same opinion. The money was deposited as security for the performance of the condition of the bond. If the matter stopped there, it would be a strange thing to apply the money to any other purpose. But the Act went on to say, in sect. 87, that on the condition of the bond being fully performed it should be lawful for the Court of Chancery to order the money to be repaid to the promoters of the undertaking. The court was bound in that case *ex debito justitiæ* to make an order for payment to the company. If any of the costs claimed were costs under sect. 80 of the Act, that section only said that it should be lawful for the court to order them to be paid to the promoters: it did not say that they were to be paid out of the money deposited.

A discussion then arose as to the costs of the petition, and

Lord Justice JAMES said that if the respondents had simply appeared, they would have been entitled to their costs; but as they had chosen to raise a litigation, no costs would be given.

MARITIME LAW.

NOTES OF NEW DECISIONS.

DAMAGE TO CARGO—GOODS CARRIED INTO ANY PORT OF ENGLAND AND WALES—SHIP CALLING FOR ORDERS—GOODS DETAINED AT A FOREIGN PORT.—When a foreign ship carrying cargo, acting in pursuance of the contract of affreightment, which gives the option of several ports of call, English and foreign, puts into an English port of call for orders, she carries her cargo into the English port within the meaning of the Admiralty Court Act 1861 (24 Vict. c. 10), s. 6; and, though she be ordered to a foreign port, and there discharge her cargo, the Court of Admiralty has jurisdiction to entertain against her a suit by the assignees of the bills of lading of the cargo, for damage to cargo, and to arrest her on her return to this country: (*The Pieve Superiore*, 29 L. T. Rep. N.S. 702. Adm.)

SPECIMENS OF A CODE OF MARINE INSURANCE LAW.

By F. O. CRUMP, Barrister-at-Law.

(*Continued from page* 201.)

WARRANTIES.

WARRANTIES are:

I. Express; and

II. Implied.

I. EXPRESS.

An agreement expressed in the policy whereby the assured stipulates that certain facts are or shall be true, or certain acts shall be done relative to the risk.

Phillips, sect. 754.

It may relate to an existing or past fact, or be promissory and relate to the future.

Phillips, sect. 754.

The fact or act warranted need not be material to the risk.

Ibid.

The effect of a warranty may be restricted by providing that it shall be construed as a representation.

2 Duer, 645.

Form.

The warranty may be written in any manner on the face of the policy or be contained in documents expressly referred to in the policy.

A formal expression is not necessary. Any direct or even incidental allegation of a fact relating to the risk may constitute a warranty.

Phillips, sect. 757.

But every recital of a fact is not necessarily a warranty, particularly if it be evident that it cannot have any relation to the risk.

Ibid. sect. 758.

The rule of a mutual insurance society merely directory to its committee is not an express warranty:

Harrison v. *Douglas*, 5 Nev. & M. 180; 3 Ad. & E. 396.

The warranties in the memorandum are simply agreements relieving the underwriter from liability for loss or damage under a certain percentage.

Construction.

Warranties are strictly construed.

NOTE.—The English courts have required *literal* compliance. American opinion is in favour of a construction which gives the assured the benefit of *substantial* compliance: (Phillips, sect. 762; see Emerig, c. 6, s. 3; Pothier, n 106.)

The construction of the language is determined by usage and common acceptation.

A warranty will not be extended by construction to include anything not necessarily implied in its terms.

Non-compliance: Its operation.

Non-compliance with an express warranty is excused only

(1) When the state of things contemplated by the warranty ceases; and

(2) When a subsequent law makes compliance illegal.

Failure even temporarily to comply with the warranty at any stage of the risk is fatal to the policy.

American Law.—It relieves the underwriter from liability for subsequent loss.

The breach of warranty need not be connected with the loss:

Hibbert v. *Pigou*, 1 Marshall Ins. 375.

When the warranty relates to a period antecedent to the risk insured, the breach of it, although remedied before the ship sails on the voyage insured, is fatal:

De Hahn v. *Hartley*, 1 T. R. 343.

Illustrations.

"All well," &c.:

A warranty that a ship is all well or all safe on a particular day is satisfied if she is safe or well at any time of such day:

Blackhurst v. *Cokell*, 3 T. R. 360.

"In port":

Under time policies the warranty is complied with if the ship is any port:

Kenyon v. *Berthon*, 1 Dougl. 12, n.

The port being named, she must be in it, but may be moved about in it:

Clark v. *Westmore*, Selw. N. P. 1008.

In policies at and from, the general words "in port" refer to the port where the voyage is to commence. The ship must be in that port on the specified day:

Colby v. *Hunter*, 1 Mood. & Malk. 81.

"Lawful trade:"

Relates to the employment of the ship by the owners. A loss by barratry is recoverable under a policy containing this warranty:

Havelock v. *Hancill*, 3 T. R. 277.

"Sailed":

Means unmoored and got under way in complete preparation for the voyage, with the intention of proceeding to sea without further delay at the port of departure.

The warranty to sail is not complied with by leaving harbour imperfectly equipped.

Graham v. *Barras*, 3 Nev. & Man. 125; *Pettegrew* v. *Pringle*, 3 Barn. & Ad. 514.

The risk under the policy having commenced before the time fixed for the sailing, the warranty is complied with if the ship is ready to sail, and is only prevented by a peril insured against by the policy:

1 Phillips, p. 427, s. 772.

But if the risk is to commence only at the sailing of the ship, the warranty is not complied with unless the vessel actually sails within the time warranted.

Ibid.

An involuntary detention after sailing does not affect the policy:

Bond v. *Nutt*, 2 Cowp. 607; *Horr* v. *Whitmore*, 2 Cowp. 784; *Thellusson* v. *Fergusson*, Doug. 346; *Earle* v. *Harris*, Doug. 357.

"To depart:"

Means to leave a port: not merely to get under way without leaving it:

Moir v. *Roy. Ex. Ass. Co.* 1 Marsh, 576; 6 Taunt. 241; 3 M. & S. 461; 4 Camp. 84.

"To sail with convoy":

The convoy must be the regular convoy provided by the Goverment for vessels bound on the voyage insured.

The vessel insured must sail with the convoy and continue with it until the end of the voyage unless separated by necessity.

The captain must have sailing orders to keep with convoy:

Arn. 4th edit. 563; Phillips, ss. 780, 781.

NEUTRALITY.

An engagement on the part of the assured that the property is owned by persons resident in a country at peace when the risk begins, and who have the commercial character of subjects of such country, and that it shall be accompanied with such documents, and shall be so managed and conducted by the assured and their agents, as to be entitled as far as depends on them to all the protection and privileges of property belonging to the subjects of such country:

Phillips, sect. 783.

Extent of warranty.

The warranty is that the subject is neutral at the commencement of the risk, and that it shall continue to be neutral so far as depends upon the assured, or he is responsible:

Ib. sect. 784; Arn. 4 edit. 565.

Part owners insuring their interest with a warranty as to neutrality the warranty extends to their interest only:

Phillips, sect. 789.

Belligerent ownership of a part of the property insured at the outset will defeat the policy as to the whole:

Phillips, sect. 788.

Character of the Property.

The character of the subject is fixed by the domicil of the owner:

Tabbs v. *Bandstack*, 3 B. & P. 207 n.; 4 Esp. 109; Arn. 565, 4th edit.

If the subject of a belligerent state reside and carry on business at the time of insurance in a neutral country, his property will be considered neutral owned.

McConnell v. *Hector*, 3 B. & P. 113.

American Law.—A neutral character cannot be acquired by migration *flagrante bello*. [This is obviously good law.]

2 Wheaton, 76.

Property connected with a commercial establishment in a hostile country by whomsoever owned cannot be neutral so as to be within the warranty.

Arn. 4th edit. 566.

But the property of a resident in a neutral country carrying on business also in a belligerent country is within the warranty, whatever his national character by birth.

Arn. 4th edit. 567.

Neutral goods shipped with a hostile destination and enemy owned goods shipped with a neutral destination, are not within the warranty.

Arn. 4th edit. 568.

The produce of a hostile country the property of a neutral resident in a neutral country is not within the warranty. *A fortiori* if contracted for by a neutral in contemplation of war, unless delivered before the declaration of war.

Ibid. Phillips, sect. 792.

NOTE.—But if imported into a neutral country it is neutral during its subsequent passage by re-exportation to a belligerent country.

Arn. 4th edit. 568.

The shipment of goods after notice of the breaking out of a war which makes them contraband, although in pursuance of a prior contract, is not within the warranty:

Phillips, sect. 793.

Good shipped by a belligerent, to be delivered to a neutral only on conditions and contingencies other than the general right to stop *in transitu*, are not within the warranty:

Phillips, sect. 794.

But a declaration of war after the policy is made does not change the character of the subject from neutral to belligerent, so as to take it out of the warranty:

Eden v. *Parkinson*, Dougl. 732; *Tyson* v. *Gurney*, 3 Term. 477; *Salonica* v. *Johnson*, Park, 8th edit., 716.

But where goods are shipped by a belligerent, conditionally to become those of a neutral, and the latter complies with the condition before a capture, they thereby from that time are within the warranty:

Phillips, sect. 795.

If a consignor becomes a belligerent by the breaking out of war during the transit, he cannot by assignment to a neutral screen them from capture, and they will not therefore thereby be within the warranty.

NOTE.—Whether such is the object of the transfer is to be gathered from the circumstances.

Phillips, sect. 796, and n. 5.

[Doubtful.]

If an owner changes his national character during transit of the goods, the national character of his property in transit does not change:

Phillips, sect. 797; 1 Duer, Mar. Ins. 437.

Proofs of neutrality.

In order to be neutral within the meaning of the warranty the ship must be furnished with all those documents and proofs of the neutral character of herself and her cargo required to be on board either by the law of nations or by the regulations of international treaties:

Arn. 569, 4th edit; Phillips, sect. 802.

NOTE.—These should comprise the flag, the passport, sea-brief, sea-letter, or pass; the register, or certificate of registry; the muster-roll, the charter-party, the log book, the bill of health; proofs of the national character of the cargo; *ex. gr.* invoices, bills of lading, certificates of origin:

Arn. 570, 571, 4th edit; Phillips, sect. 802, *et seq.*

A master forfeits the neutral character of his ship by covering belligerent goods on board as neutral, even though without the knowledge or consent of the shipowner:

Phillips, sect. 810.

The forfeiture of neutrality by the shipowner or captain does not forfeit the neutral character of goods shipped by another neutral, and duly documented as such:

Phillips, sect. 811.

In general the concealment of papers amounts to a breach of warranty:

Marshall, C.J., in *Livingstone* v. *Maryland Ins. Co.*, 7 Cranch, 536.

Semble, also, carrying a material paper written in sympathetic ink:

Phillips, sect. 809.

Throwing papers overboard is not of itself a breach of the warranty, although raising a strong presumption of enemy's property:

Bernardi v. *Motteux*, Dougl. 581; *The Pizaro*, 2 Wheaton 227.

Breaches of the warranty.

All voluntary illegal acts forfeiting the character of a neutral are breaches of the warranty.

Ex. gr.—Resisting the right of search when properly exercised(*a*). Rescuing, or attempting to rescue, a neutral vessel sent in for examination by an authorised belligerent captor. Violating blockade(*b*). Carrying hostile despatches(*c*).

(*a*) As to what is a proper exercise of the right of search, see

Phillips, s. 819, 820; Arn. 580, 4th edit.; *The Maria*, 1 C. Rob. Adm. 340.

(*b*) Blockade must be effective, and neutral nations must have had notice of it.

(*c*) "A distinction has been made between carrying despatches of the enemy between different parts of his dominions and carrying despatches of an ambassador from a neutral country to his own sovereign. The effect of the former despatches is presumed to be hostile; but the neutral country has a right to preserve its relations with the enemy, and it does not necessarily follow that the communications are of a hostile nature."

Kent 1, s. 153.

Attempting to disguise belligerent goods as neutral, and carrying them as such with the neutral part of the cargo, is a breach of the warranty of neutrality, and will avoid the policy as to the whole of the neutral cargo:

Arn. 576, 4th edit.

Goods may be put on board the merchant ship of a belligerent without any breach of the warranty:
Ph. s. 824.

Nor is it a breach of the warranty of the neutrality of the ship that she carries a belligerent cargo:
Ibid.

If during war neutral property be engaged in any branch of the colonial or coasting trade of the enemy that is open to foreigners in time of peace, such property loses its character of neutrality:
1 Kent, Comm. 81—86; *The Immanuel*, 2 C. Rob. Ad. R. 186.

NOTE.—This rule is confined to trade between the enemy's colony and the mother country, and is not applicable where the produce of a hostile colony is *bonâ fide* imported into a neutral country, and thence re-exported into the mother country: (Arn. 574, 4th edit.)

Property despatched to a neutral in pursuance of a contract with a belligerent government, or employed by him in a trade for which a privilege is given by a belligerent, does not answer to a warranty of neutrality:
The Anna Catherina, 4 C. Rob. Adm. 107.

A warranty that a vessel is neutral is not forfeited merely by the supercargo being a belligerent:
Mayne v. *Walker*, 3 Dougl. 79.

The employment of a neutral vessel in a service auxiliary to the hostile operations of a belligerent forfeits its neutral character:
Phillips, sect. 825.

NOTE.—This is so, although the master be not aware of the belligerent character of the service: (Ibid.)

Blockade.

To be binding a blockade must be:
(1) Effectual.
(2) Notified to neutral nations.

Violation.

To constitute a violation of a blockade there must be:
(1) Actual or constructive knowledge of its existence on the part of the assured; and
(2) An intention to violate it, and some act done in pursuance of such intention.

Observations.

Sailing for a blockaded port after notice is *primâ facie* evidence of an intention to violate the blockade:
See 1 Kent., s. 148.

If the assured has actual or constructive notice of a blockade, declared upon sufficient authority and maintained by an adequate force, an attempt on his part to carry property warranted neutral to or from the blockaded port is a violation of the blockade and a breach of the warranty.

A neutral vessel having entered the port before the blockade, may come out in ballast, or with a cargo taken on board before the blockade began, but not with one taken on board after notice of the blockade:
Phillips, s. 830.

So she may bring away from a blockaded port the cargo imported in her before the declaration of blockade and still remaining on board:
Ibid.

It is a violation of blockade to sail with intent to proceed to the mouth of the harbour for the purpose of inquiring whether the blockade is raised.
Ph. s. 822; 1 Kent, s. 149.

NOTE.—Kent says, "It is a presumption almost *de jure* that the neutral, if found on the interdicted waters, goes there with an intention to break the blockade."

A master being informed during a voyage to a port that it is blockaded, violates the blockade if he continues his voyage.

NOTE.—The pursuit of the voyage is, however, open to explanation.
Phillips, s. 838.

Sailing to a port with a design to enter, if the blockading squadron should be blown off by the winds is a violation of the blockade.

II. IMPLIED.

An implied warranty is that which necessarily results from the nature of the contract.

Examples:

(1) That the ship shall be seaworthy when she sails.

(2) That she shall be navigated with reasonable skill and care.

(3) That the voyage is lawful, and shall be performed according to law, and in the usual course and without wilful deviation.

(1) *Seaworthiness.*

This term expresses the relation between the state of the ship and the perils it has to meet in the situation in which it is.

Seaworthiness is implied only in voyage policies.

In time policies the utmost that can be said is that there is an implied condition that the ship is in existence, capable of navigation, and has not sustained actual damage.

NOTE.—This is a doctrine established by an American authority (*Capen* v. *Washington Ins. Co.*, 12 Cush. Mass. 517; 2 Phillips, p. 397, s. 727), and seems to be supported by the English cases, in which it was decided, after much conflict, that there was no warranty of seaworthiness in a time policy.

Essentials.

The materials of which the ship is made;
Its construction;
The qualifications of the captain;
The number and description of the crew;
The tackle, sails, and rigging;
The stores, equipment, and outfit generally, must be such as to render the ship in every respect fit for the proposed voyage or service:
Phillips, s. 695.
The cargo must be properly stowed;
There must be sufficient ballast.

If the existing state of things does not comply with the warranty, the policy is void, although the owners have acted honestly and fairly and in ignorance of any defect.

The warranty requires seaworthiness in conformity with the standard at the time for the contemplated service at the port to which the vessel belongs, unless some other standard is referred to expressly or by implication:
Phillips, sect. 719.

A vessel seaworthy for one stage of the voyage may be unseaworthy for another, and unless she is fit for each stage of the voyage when she enters upon it, the warranty is not complied with.

[*Ex. gr.*, a boiler efficient in fresh water, cracked in salt water—case cited *infra.*]

The enumeration as excepted from the policy of some losses of the same kind as those resulting from defects which constitute unseaworthiness, does not exclude the general implied warranty:
The Quebec Mar. Ins. Co. v. *The Commercial Bank of Canada*, L. Rep. 3 P. C. 234.

Unseaworthiness arising after the commencement of the voyage, and produced by a peril insured against, does not of itself discharge the underwriter. It imposes upon the assured the duty of using reasonable diligence to repair it, and negligence in that respect may discharge the insurer from any loss arising from the want of such due diligence:
Kent. Comm., sect. 288.

If the vessel proves to be leaky or defective, or becomes disabled soon after the time to which the warranty has reference, when there can evidently have been no intervening injury, it is inferred that the unseaworthiness existed previously:
Phillips, sect. 725.

Unseaworthiness produced after the commencement of the voyage by the mistakes or negligence of the master and crew, without fraud, is at the risk of the underwriters:
Phillips, sect. 733.

The risk is suspended by temporary unseaworthiness imputable to the assured, whereby the perils insured against are greatly affected. The risk revives on the navigability of the vessel being restored:
Phillips, sect. 734.

The remedy of a defect after sailing—unless with the consent of the underwriters—does not aid owners of a ship unseaworthy at the time of sailing:
Forshaw v. *Chabert*, 3 Br. & B. 158: *The Quebec Marine Ins. Co.* v. *The Commercial Bank of Canada*, L. Rep. 3 P. C. 234 [in which Lord Tenterden's dictum to the contrary (in *Weir* v. *Aberdeen*, 2 B. & Ald. 320) is dissented from].

"At and from a port:"

A ship would appear to answer the warranty if capable of being moved about in port:
Parmeter v. *Cousins*, 2 Camp. 257; *Annen* v. *Woodman*, 3 Taunt. 259.

If the ship arrives at the port so shattered as to be a mere wreck, or in such a state as to be unable to lie there in reasonable security till she is properly repaired and equipped for the voyage, the policy does not attach:
Arn. 604, 4th edit.

As to Freight and Cargo.

A ship whose condition complies with the warranty in a policy on ship may yet fail to comply with the warranty in a policy on cargo and freight.

The policy being on cargo and freight the warranty of seaworthiness is not complied with if the cargo is put on board for the voyage when the ship is in so defective a state that the cargo must be relanded in order to make the necessary repairs, and the policy therefore does not attach on the cargo if the risk is to commence at the time of loading.
Phillips, sect. 723, vol. 1, p. 391.

Lighters.

The doctrine of seaworthiness does not apply to lighters engaged in loading or unloading the cargo.
Lane v. *Nixon*, L. Rep. 1 C. P. 412.

(2.) *Navigation.*

The captain must be competent to conduct the vessel in safety through all the ordinary perils of the voyage, and in long voyages—not in all voyages—there should be a competent mate:
Arn. 615, 4th edit.; 3 Kent. Com. p. 337, n. e.

When pilotage is compulsory or customary, a pilot should be on board (*a*):
Phillips, sect. 717.
Phillips v. *Headlam*, 2 B. & Ad. 380; *Law* v. *Hollingsworth*, 7 T. R. 160.
(*a*) It appears that failure in this respect would not *per se* discharge the underwriters.

The person engaged in navigating the vessel need not be an authorised pilot if he possesses a competent knowledge of the ground:
Phillips, sect. 713.

NOTE.—If a pilot cannot be procured, and it is prudent to enter the port rather than wait, the underwriter will not be discharged if the master enters without a pilot.
Arn. 617, 4th edit.

The crew must be adequate and of sufficient skill when the vessel sails:
Hicks v. *Thornton*, Holt's N. P. 30; *Forshaw* v. *Chabert*, 3 Br. & B. 158.

If the master takes on board a person representing himself to be a qualified pilot, although in fact he is not so, the warranty is satisfied:
Phillips, sect. 374, citing *Law* v. *Hollingsworth*, 7 T. Rep. 160.

A sufficient crew being shipped originally, an occasional disability or absence of the men does not violate the warranty:
Busk v. *Roy. Ex. Ass.* 2 B. & Ald. 73, per Bayley, J.

(3) *Legal Conduct.*

An illegal act committed by the assured, or on his behalf, is a violation of this implied warranty.

The illegality must induce loss by a peril insured against to violate the warranty.

But if the act arise out of negligence or mistake the insurers are not exonerated from consequent loss by perils insured against.

The vessel must be furnished with all proper evidence of her national character, for want of which she might be condemned if taken by a belligerent:
Phillips, sect. 745; Arn. 619, 4th edit.

NOTE.—This is necessary, although there is no warranty of neutrality in the policy:
Steel v. *Lacy*, 3 Taunt. 285.

MERCANTILE LAW.

NOTES OF NEW DECISIONS.

BILL OF EXCHANGE—BILLS OF LADING—ACCEPTANCE — MISREPRESENTATION. — The U. Bank presented a bill of exchange to B. and Co., the drawees, for their acceptance, accompanied by a ticket representing that the bank held bills of lading to cover it. B. and Co. thereupon accepted the bill, relying on the statement that the bank held bills of lading which both parties thought to be genuine. The bills of lading had been forged by the drawer of the bill of exchange. Held, that B. and Co. were not entitled to demand from the bank genuine bills of lading before paying the amount of the bill of exchange: (*Baxter* v. *Chapman*, 29 L. T. Rep. N. S. 642. V.C. B.)

FACTOR—SALE BY—SET-OFF AGAINST PRINCIPAL—"MEANS OF KNOWLEDGE" OF BUYER THAT HE DEALT WITH AN AGENT—PLEADING. —To a declaration for goods sold and delivered, the defendants pleaded, that the goods were sold and delivered to the defendants by S. and Co., agents of the plaintiffs in that behalf, and entrusted by the plaintiffs with the possession of the said goods, as apparent owners thereof, and that S. and Co. sold and delivered the goods to the defendants as their own, with the consent of the plaintiffs, and at the time of the said sale and delivery of the said goods, the defendants believed the said S. and Co. to be the owners of the said goods, and did not know that the plaintiffs were the owners of the said goods, or of any of them, or were interested therein, or that S. and Co. were agents in that behalf; and the plea averred a set-off against S. and Co. First replication, that before, &c., the defendants had the means of knowing that S. and Co. were merely the apparent owners of the goods, and sold them as agents for the plaintiffs; secondly, the like, but averring means of knowledge that S. and Co. were agents generally. On demurrer to the plea and replications: Held, that the plea was good, without any allegation negativing "means of knowledge" on the part of the defendants that S. and Co. were agents; and that the replications, being therefore immaterial, were bad: (*Borries and others* v. *The Imperial Ottoman Bank*, 29 L. T. Rep. 689. C. P.).

THE will of Mr. Thomas Wontner, late of No. 3, Cloak-lane, solicitor, who died on the 19th ult., at Weston-green, Thames Ditton, was proved on the 3rd inst. by Mr. Russell Wontner, the son, the sole executor, the personalty being sworn under £5000. The provisions of the will are in favour of testator's wife and four sons.

COUNTY COURTS.

BRADFORD COUNTY COURT.

(Before W. T. S. DANIEL, Q.C., Judge.)

Ex parte SICHEL; *Re* MOORE.

Bankruptcy.

Liability on an accommodation acceptance and unliquidated damages for breach of contract on sale of goods, are items to be allowed in taking a mutual credit account under bankruptcy of drawer and vendor.

A surety for the debtor upon a bill of exchange deposited as security for a larger debt, if he pay the amount for which he is liable is entitled to the benefit, pro tanto, of the creditor's proof, if made for the whole debt: (*Ex parte Holmes*, 8 L. J., N. S., 44, Bank; see also *Hobson* v. *Bass*, L. Rep. 6 Ch. App. 792.)

Killick (*Wood* and *Killick*) for the motion.

Robinson (*C. Berry* and *Robinson*) opposed.

HIS HONOUR.—This is an application made in the bankruptcy of William Moore, of Pudsey, in the parish of Calverley, in the county of York, stuff manufacturer, bankrupt, by Sylvester Emil Sichel and John Groves, of Bradford, stuff merchants, trading as S. E. Sichel and Co., for an order directing that the proof made by Charles Joseph Buckley upon this estate may be reduced to the extent of £780, the amount of the bill of exchange accepted by the said S. E. Sichel and Co., and set out in each of the proofs made by him. And for an order that the decision of the trustee in this matter, rejecting the proof of the said S. E. Sichel and John Groves, upon the estate of the said bankrupt, may be reversed or varied; and that the trustee may be directed to admit the said S. E. Sichel and John Groves as persons entitled to prove upon the estate of the said bankrupt for £628 17s., or such other sum as the court shall direct, or for an order declaring that the said Charles Joseph Buckley is a trustee for and on behalf of Mr. S. E. Sichel and John Groves, in respect of the dividend or dividends to be received by him upon so much of the amount proved by him as is equal to or represents the said sum of £628 17s., or such other sum as the court shall direct; and for an order that the trustee of the property of the said bankrupt do pay it out of the estate of the said bankrupt, and that the said C. J. Buckley do personally pay, the costs of the said S. E. Sichel and John Groves of and incidental to this application, and the orders to be made thereon. The application arises out of the following circumstances: Wm. Moore, the bankrupt, in Feb. last, presented a petition to this court for liquidation under the 125th section of Bankruptcy Act 1869, and at the first meeting of creditors, held on the 4th March last, resolutions were passed for liquidating his affairs by arrangement and not in bankruptcy, and Buckley was appointed trustee. These resolutions were duly registered, and Buckley's appointment duly certified. Shortly afterwards the debtor Moore made an offer to Buckley to repurchase his estate upon the terms of paying the trustee's costs, charges, and expenses, all the debtor's preferential creditors in full, and a composition of 6s. in the pound to all his other creditors by three equal instalments, at three, six, and nine months from the acceptance of said offer, the second of such instalments to be secured by the acceptance by the firm of S. E. Sichel and Co. of the debtor's draft for £780 at six months, and the third of such instalments to be secured in like manner by the acceptance by Wm. Sharp of the debtor's draft for the further sum of £780 at nine months. And on the 7th March last the said firm of S. E. Sichel and Co. addressed and sent to the trustee under the liquidation the following offer: "We hereby offer to become surety for the payment of any composition which the creditors may accept to the extent of £780, such security to be our acceptance of the debtor's draft for £780, dated on the day of the acceptance of the composition by the creditors, and payable six months after date. This bill to be deposited with the person who may be appointed trustee for the receipt and distribution of the composition." On the 24th March last, at a meeting of creditors duly held under the liquidation by a special resolution then passed, the trustee was duly authorised to accept the offer of the debtor on the terms and conditions contained in an agreement produced at the meeting, and executed and signed by the chairman and trustee, and the committee of inspection are thereby authorised to sign the same as a general scheme of settlement of the affairs of the debtor. And at the same meeting resolutions were duly passed whereby the immediate discharge of the debtor was granted; the liquidation was closed, and Buckley as trustee was released as from the 24th March last. And Buckley was appointed trustee for the receipt and distribution of the composition. On the 1st April last the agreement referred to in the said resolutions was duly approved, and such approval certified by this court as a scheme of settlement of the debtor's affairs under the 28th sect. Bankruptcy Act 1869. The acceptances for £780 and £780 at six and nine months from the 24th March last, were duly delivered to Buckley, indorsed by the debtor, and the arrangements provided for by the agreement were duly completed. The estate was in effect retransferred to the debtor, Buckley, as trustee for the receipt and distribution of the composition, taking from the debtor his personal covenant for payment of the costs, charges, and expenses, preferential debts, and the composition by the three several instalments before-mentioned, collaterally secured as to the second and third instalments by the two acceptances of £780 and £780. The legal and equitable effect of this transaction was to rehabilitate the debtor as a trader discharged from all his provable debts at the time of his liquidation, and he accordingly forthwith resumed business as a stuff merchant. On the 24th June last the first instalment of the composition became due, and was not paid. And the trustee, therefore, applied to and obtained from this court an order for payment by Moore, which was duly served on him, and payment not being made, an execution was issued against his goods under which they were seized; but upon sale Moore filed a declaration of insolvency, and thereupon a petition for adjudication was presented by a creditor in respect of a debt incurred since the previous liquidation, and the debtor was adjudicated bankrupt by consent on the 4th July. Buckley was afterwards appointed trustee under the bankruptcy, thus filling the two characters of trustee for receipt and distribution of the composition, and trustee under the bankruptcy. At the date of the bankruptcy there was an open account between the bankrupt and S. E. Sichel and Co. for goods manufactured and delivered by the bankrupt to them, upon which a balance was due from S. E. Sichel and Co. This balance, after some interchange of accounts, was agreed by the trustee at £384 0s. 6d., and the trustee applied to this court by motion for an order on S. E. Sichel and Co. for payment, which was resisted by them on the ground that under the 39th section of the Bankruptcy Act 1869 they were entitled to set-off, among other items, as a mutual credit, their liability upon the acceptance for £780, treating it as an accommodation acceptance not yet due. It being quite clear upon the authorities that such an acceptance is a credit within the meaning of the statute (see Robson on Bankruptcy, p. 312, note x.), the motion was dismissed. S. E. Sichel and Co., having paid to Buckley, as trustee for receipt of the composition, the sum of £780 upon the acceptance when it arrived at maturity, afterwards carried in a proof for £628 17s. as the balance due upon an account as stated by them, claiming on the one side the £780 as money paid for the use of the bankrupt, the sum of £70 as a premium agreed to be paid by the bankrupt to S. E. Sichel and Co. for the accommodation given by them to him by the acceptance, and the sum of £162 17s. 6d. for damages in respect of inferiority of goods sold by the bankrupt to them, making a total of £1012 17s. 6d. Against this sum credit was given for the aforesaid balance in the goods account, £384 0s. 6d., leaving the sum of £628 17s. as due. The trustee rejected the proof altogether, as to the £780, because it had already been proved upon the estate, and S. E. Sichel and Co. were not entitled to receive dividends thereon until the full amount of the composition, for which the same was part security, was paid; as to the £70, that there was no such agreement to pay that sum as alleged; and as to the £162 17s. 6d., that there were no such damages as alleged. As to the last item it has been arranged that, subject to the question of S. E. Sichel and Co. being entitled by law to set-off unliquidated damages, the amount due shall be ascertained by reference to a skilled person mutually agreed upon. Upon the question of the right to set-off such damages, I am clearly of opinion that such right has been created by the Bankruptcy Act 1869, as the necessary consequence of making unliquidated damages proveable debts. These damages will, therefore, be assessed by the referee, but the inquiry before him will be limited to damages in respect of goods delivered subsequently to the date of the petition for liquidation. Damages in respect of any goods delivered previously, would constitute a proveable debt under the liquidation, and be barred by the order of discharge. As regards the £70, that is a question of fact depending upon the evidence, and having considered the evidence I have come to the conclusion that the fact is established, and the £70 will therefore be allowed. As to the other ground of objection by the trustee, that the £780 have already been proved upon the estate, and that S. E. Sichel and Co. are not entitled to recover dividends thereon until the full amount of the composition for which the acceptance as part security has been paid, that depends upon the question what was the nature and extent of S. E. Sichel and Co.'s engagement with the creditors under the liquidation, upon the faith of which the composition was accepted by them. Buckley, as trustee for receipt of the composition, has proved for the whole amount of the composition against the bankrupt's estate, and that amount includes the two acceptances for £780 and £780. There can, therefore, be no further proof in respect of either of those sums—the only question is how is the trustee's proof to be dealt with? S. E. Sichel and Co.'s liability depends entirely upon the effect of their written engagement of the 7th March, and I am of opinion that it extended no further than the payment of £780 towards any composition the creditors might accept, and that payment having been made, S. E. Sichel and Co.'s engagement towards the creditors under the liquidation has been performed, and their liability towards them discharged. The respective rights and liabilities of S. E. Sichel and Co. and the bankrupt, and those of Buckley as trustee, for receipt of the composition, and the bankrupt are wholly separate and independent of each other, and are unaffected as between themselves by the bankruptcy. If Moore had remained solvent, S. E. Sichel and Co. having paid the acceptance, would have become creditors of Moore for the amount of £780 as money paid by them at his request and for his use. And if Buckley had sued Moore upon the covenant for payment of the instalments contained in the composition agreement, Moore could have pleaded payment of the £780 as a payment *pro tanto* in satisfaction of the covenant. Now what is the effect of the bankruptcy upon these rights? They are plainly these: S. E. Sichel and Co., having paid the £780 as security for the bankrupt would be entitled to prove for that sum against his estate, if proof had not been already made by the holder of the acceptance; that proof has been already made by Buckley, as trustee, for receipt of the composition, and he, having already received the full amount of the acceptance, must be deemed to be a trustee of such proof to the extent of the debt (not exceeding £780), due upon the balance of the mutual credit account to be taken between S. E. Sichel and Co. and the bankrupt's estate, the £780 forming an item in that account. The case of *Ex parte Holmes* (8 L. J., N. S., 44 Bank.), afterwards affirmed on appeal by Lord Cottenham, relied upon by Mr. Killick, is an authority expressly in point; and the recent case of *Hobson* v. *Bass* (L. Rep. 6 Ch. App. 792), recognises and supplies the principle. In the present case no dividend has been received, and the order will therefore be as follows: Declare that though C. J. Buckley is a trustee for and on behalf of S. E. Sichel and John Groves, in respect of the dividend or dividends to be received by him upon so much of the amount proved by him as his equal to represent the sum of £628 17s., or such other sum as shall be agreed to be the balance due upon the mutual credit account between S. E. Sichel and Co. and the bankrupt's estate, after ascertaining the sum to be allowed for damages in respect of goods supplied by the bankrupt to S. E. Sichel and Co. since the date of his petition for liquidation, such balance to be ascertained and settled by the registrar in case the parties shall be unable to agree upon and to offer the same. Buckley to pay the costs of the said S. E. Sichel and John Groves of and incident to this application, and to be allowed the same, and to restrain his own costs out of the funds on his hand as trustee for receipt of the composition. The costs to be taxed by the registrar.

BRISTOL COUNTY COURT.

Tuesday, Jan. 15.

(Before E. J. LLOYD, Q.C., Judge.)

ARTHUR *v.* BRISTOL AND EXETER RAILWAY COMPANY.

Railway Company—Delay—Damage—Liability.

HIS HONOUR gave judgment in this case, which was a claim for £40 odd for damages sustained by the plaintiff, a hop merchant living at Portishead, in consequence of his being unable to attend a hop market in the Borough, London, through the delay of a train on the defendants' line. The plaintiff had a yearly ticket over the Bristol and Portishead Railway, which is worked by the defendants; and in September last he was desirous of proceeding to London by the express which leaves Bristol at 7.50 a.m. The first train from Portishead departs at 6.50 in the morning, and it arrives at Bristol, according to the time-tables, at 7.40; and the plaintiff sent to the station master at Portishead to inquire whether the 6.50 train would reach Bristol in time for the 7.50 express to London. He was informed it would unless there were some coal trucks to be picked up on the line. The plaintiff went by the 6.50 train, but on the way the train was stopped at Ashton to pick up some coal trucks, and was detained twenty or thirty minutes. In consequence of this delay the plaintiff failed to catch the express, and had to wait until the 12.9 train to Paddington; and in-

stead of reaching London at quarter to 11 o'clock a.m., he did not get to Paddington until 2.45 p.m. By the time he got across to the hop market in Southwark the market was closed, and he could not transact his business. He stopped the night in the metropolis, and went to the market the next day, but the price of hops had risen, and he had to buy at a higher rate than had he been at the market the previous day. The plaintiff sought to recover £41 odd for the loss he had sustained through the company breaking their contract to convey him to Bristol in time for the 7.50 express.

His HONOUR first considered whether any contract had been made between the parties, and observed that on the time-tables issued by the defendants it was stated, "The public time-tables of this company are only intended to fix the time at which passengers may be certain to obtain their tickets for any journey from the various stations, it being understood that the trains shall not start from them before the appointed time. Every attention will be paid to ensure punctuality as far as is practicable, but the directors give notice that the company do not undertake that the trains shall start or leave at the time specified in the bills, nor will they be accountable for any loss, inconvenience, or injury which may arise from delays or detention." What the notice stated as to the company not being responsible was mere moonshine, because they must be responsible if they entered into a contract, but what they said was that the time-tables issued by them were only intended to fix the time by which passengers would be certain to obtain their tickets for any journey from the various stations, it being understood that the trains should not start from them before the appointed time. He held that the expressions in the notice only applied to the Portishead and intermediate stations, and not to Bristol; and pointing out that it was stated in the body of the time bill that the train "departed" from Portishead at 6.50 and "arrived" at 7.40, he held these words formed part of the contract in giving notice to the passengers to that effect, and on the notice to that effect the contract arose. If there had been any unavoidable cause of delay the defendants would not be liable for the breach of their contract, but the picking up of the coal trucks was a voluntary act, and the delay caused by it was not an unavoidable one, and therefore he thought the company had committed a breach of their contract in their train not arriving at 7.40 a.m. as announced. With respect to the question of damages, he held that Mr. Arthur was entitled to two guineas for the loss of time incurred in waiting for the second express train, but he held he could not recover damages for the loss he sustained in London through the rise in the market because he had not communicated to the company his special purpose in going to London, and they could not have contemplated loss arising from the breach of their contract. He gave a verdict for the plaintiff for £2 2s.

GUILDFORD AND GODALMING COUNTY COURT.

Tuesday, Jan. 15.

(Before W. J. STONOR, Esq., Judge.)

ALLWYN *v.* LUFF.

Ejectment—Estoppel.

Folkard, instructed by *Albery* and *Lucas*, of Midhurst, for plaintiff.

Lascelles, instructed by *G. Hull*, of Godalming, for the defendant.

Lascelles said that he had given notice of an application to have the order for the payment of rescinded costs at the last hearing for a new trial. He had consulted his client, Mr. Luff, and come to the conclusion that he would withdraw the application, which he thought his Honour had no power to grant.

Folkard said he had something to say before the application was withdrawn. He would read the notice which he had received. The learned counsel accordingly did so. The ground of the application was that the order had been fraudulently procured on the part of the plaintiff. The condition on which the application for a new trial was that the costs should be taxed wtihin a week and paid within a fortnight, otherwise the plaintiff was to have judgment and possession. His Honour said at that time that the costs of the last trial were to be allowed. He now had to complain that only the costs of the day were allowed, and not the costs of the first trial.

His HONOUR said that should be the ground of an application against the registrar to review his taxation.

Folkard.—I apply now.

His HONOUR (after consulting the registrar) said the defendant had paid the taxed costs, and was, therefore, entitled to a new trial. In the course of further conversation his Honour said he had looked with great suspicion on the case from the first.

Folkard said he wished to know if the registrar had power to review and alter his Honour's judgment.

His HONOUR said Mr. Folkard was too pertinacious, if he choose to make an application after the trial it should be heard, although no notice had been given.

Mr. Folkard read from the shorthand writers notes taken at the application, where his Honour said that the costs of the application and the last trial should be paid by the defendant within a fortnight, if not judgment to be given for the plaintiff and possession. Mr. Folkard argued that till the requirements of his Honour's judgment had been complied with a new trial could not be had.

His HONOUR (to *Folkard*)—If you talk till tomorrow, I will have this case tried over again.

In answer to his Honour, the Registrar said the costs had been paid into court as taxed.

His HONOUR said that they must, therefore, be considered as paid.

Folkard said that the Registrar had cut down the costs of the plaintiff from £43 to about £19, and he had done this contrary to his Honour's judgment. He (*Folkard*) wanted to know, and many attorneys in that court wanted to know, if the Registrar had power to alter or review his Honour's judgment. He (*Folkard*) said that they were entitled to the costs of the former trial, and until they were paid he did not propose to proceed with the new trial.

His HONOUR said he would hear the application against the Registrar after the new trial.

Folkard—We have had no costs, and until we are paid your Honour has no power to go on with a new trial. I have well considered this matter, and I do not propose to go on with it till your judgment has been fulfilled strictly to the letter.

His HONOUR—I consider that the conditions have been complied with. The case will come on in due course, and if the plaintiff does not appear I shall give a verdict for the defendant.

The application was then adjourned, and some cases disposed of, and after a short time, *Folkard* said. that the Registrar had paid the costs as far as they had been taxed, but of course the amount paid was only on account. He was now prepared to go on with the new trial.

His HONOUR remarked that as Mr. Lascelles had withdrawnhis application, Mr. Folkard was entitled to the costs of the first trial irrespective of the result of the new trial.

Folkard applied for the costs of the application which had been made and withdrawn by Mr. Lascelles.

Lascelles said he left the matter in the hands of his Honour.

His HONOUR granted the costs.

A jury of five was then sworn.

Folkard objected to Mr. John Ellis, who accordingly left the box.

We have previously reported the case at some length. The action was for the ejectment of the defendant from a cottage and garden at Haslemere. The case turned upon the ownership of the house which is in the possession of the defendant. Both parties claim the ownership of it. A verdict for the plaintiff was given at the first trial. At the next court an application was made on behalf of the defendant for a new trial. This application was granted, and the new trial came on for hearing.

Folkard opened his case at some length.

Lascelles called forth the question from Mr. Folkard, "Do you accuse me of putting in a fraudulent deed?"

Lascelles.—I do.

Folkard went on to say that they knew what the issue would be. Referring to a deed executed in 1870, Mr. Folkard said a recital contained in it was most extraordinary, and proceeded to read it. The recital set forth that £50 shown by a deed executed in 1862 to have been paid to Mr. Charles John Woods, since deceased, by Mr. J. Hoad, and had never been so paid, and that Mr. Hoad, the grantee in the deed, had always repudiated it.

Lascelles said that at the last hearing he, to save time, accepted the documents of the plaintiff in good faith. He had no idea that the deed in question contained anything like that which had been read.

His HONOUR (to *Folkard*). — I consider you behaved in a most improper manner in not calling attention to this recital at the last trial. It is the first time since I have been on the bench that I have had occasion to say such a thing, and I am very sorry to say it now. I consider that it is a deception and fraud upon the court.

Folkard.—I have never had such a thing said——

His HONOUR.—I am much surprised to find such a recital in this deed, and in acting in the way you have done I consider it was a very improper deception on the court.

Folkard (emphatically).—I have practised before every judge, and never had such a thing said to me before. I have yet to learn that it is the duty of counsel for a plaintiff, in producing the title deeds of an estate, to point out any flaw in those deeds. I have yet to learn that it is the duty of counsel on the part of the plaintiff, to pick out flaws and state them to the court and jury. I have always understood that it is the duty of the counsel for the defendant to discover any flaw that there may be in the title of his adversary who claims the property. That is the universal rule. I have always understood that that is so, and as long as I wear these robes, I shall always adopt that rule, whatever may be the opinions of those who preside or practise in this court.

Folkard then proceeded to put in a large amount of documentary evidence, which was attested by witnesses. A deed executed in 1862, set forth that £50 interest and principal was then paid on a mortgage on the property in question. On this deed he (*Folkard*) secured a verdict on the first trial, as it proved ownership within twenty years, the term required by law. The recital of the deed of 1870 (which drew forth the strong remarks of his Honour as reported above) set forth that this £50 had not been paid, and accordingly the plaintiff failed to prove ownership within twenty years, this being the only evidence on the point. At the conclusion of *Folkard's* case,

Lascelles said he should submit to his Honour that there was no case to go to the jury, as the recital of the deed of 1870 destroyed any *prima facie* case which his learned friend's documentary evidence might have raised, and cited Roscoe and Taylor on Evidence.

Folkard argued at great length in support of the view that the evidence in the recital was not conclusive. It ought not, he said, to operate as an estoppel. He earnestly besought his Honour to let the case go to the jury.

His HONOUR said he should very much like the case to go to the jury; but if Mr. Lascelles pressed his point, he should certainly feel bound to decide it.

After some further argument by *Folkard*.

His HONOUR, addressing the jury, said,—In this case the plaintiff has to show that he, or the persons under whom he claims, has had the receipt of the rents and profits of the property within twenty years; or else that there has been a payment either of interest or principal upon a mortgage within that time. He has not proved the receipt of rents and profits, but he has made out a *prima facie* case as to the payment of a portion of principal and interest within twenty years. The deed of 1862 contains an admission by a party, since deceased, against his own interest. It is an admission by Charles John Woods that principal and interest had been paid to him, and that is a sufficient *prima facie* case to put the defendant to proof that it had not been paid. In the document of 1870 there is, however, as distinct and clear a recital and statement as could be framed that the money was never paid, and that Mr. Wood, the grantee, always repudiated the transaction. That deed was executed by the trustees of Mr. Hoad's will, and under that deed the present plaintiff claims. He is, in my opinion, bound by that deed, and the defendant is entitled to a nonsuit.

A nonsuit was then ordered.

Folkard then made his application with regard to the taxation of costs by the registrar. He complained that the registrar had improperly reduced the costs, and had neglected to allow the costs of the first trial.

His HONOUR, after looking into the bill of costs, ordered certain additions to be made.

At the conclusion of the case

His HONOUR said that it was with very great pain and regret that he adverted to a question to which he had previously alluded. When he gave an order for a new trial he considered that the plaintiff had a perfectly fair title unless evidence to the contrary could be shown by the defendant at the new trial. He now found that this was not so, from the recital in the deed of 1870, which ought to have been laid before the court.

Folkard.—I did not know your Honour was going to open that again.

His HONOUR went on to say that no doubt in these courts the greatest pressure in respect of time existed, and often the judge had to act as counsel and to examine and cross-examine witnesses for hours and then hear cases argued by counsel. The only way in which justice could be done was by counsel dealing fairly with the court. If they did not, mishaps would arise necessitating a new trial, as in this case, which ought to have been settled at the previous court. [At this stage his Honour, addressing Mr. Folkard said, I see you are standing, Mr. Folkard. I desire you to sit. Mr. Folkard accordingly sat down.] If the application of which Mr. Lascelles had given notice, and which he had withdrawn, had been pressed, as he certainly thought it ought to have been pressed, he should have thought it worthy of much consideration. He thought that in this case great injury had been done to the defendant, and great damage would be done to suitors if counsel and solicitors did not act with complete frankness and fairness towards each other. To call a deed

at one moment a conveyance and at another moment a reconveyance, when after all it was a release and a disclaimer, and not to draw attention to its real character, was not dealing fairly with the court.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

PAYMENT OF COSTS OF PROSECUTION OUT OF MONEY FOUND ON PRISONER—PRISONER ADJUDICATED BANKRUPT BEFORE CONVICTION.—After the conviction of a prisoner for felony the Central Criminal Court made an order, under sect. 3 of 33 & 34 Vict. c. 23, for the payment of the costs of the prosecution out of the moneys found on the prisoner at the time of his apprehension. The validity of this order being questioned by the trustee in bankruptcy of the prisoner's estate on the ground that the prisoner had been adjudicated a bankrupt between the dates of his apprehension and conviction, and that on such adjudication all his property vested in the trustee. Held, that the order was rightly made, the trustee on adjudication of bankruptcy, taking the property of the bankrupt prisoner, subject to the possibility of the criminal court making the order in question. Quære, whether such an order would be valid if the prisoner were adjudicated bankrupt in respect of an act of bankruptcy committed before his apprehension. (*Reg.* v. *Roberts*, 29 L. T. Rep. N. S. 674. Q. B.)

HALIFAX BANKRUPTCY COURT.

Thursday, Jan. 15.

(Before Mr. Registrar RANKIN, sitting for the Judge.)

Ex parte BOWERS *v.* OGDENS.

Debtor's summons—Application to dismiss—Claim arisng out of partnership disputes—Staying proceedings on summons without security.

G. Rhodes for summoding creditor.

England for debtors, in support of application to dismiss.

The main facts appeared in an affidavit filed by the debtors, admitted to be substantially correct, and were shortly these: Messrs. Ogden (the debtors), had advertised for a managing partner in a brewery, requiring a premium of £200, and Mr. Bowers agreed to join them; but there were no written articles. If the whole premium should not be paid down at once Bowers was not to become "a full partner," until it should be so paid, but was to be allowed interest on any portions of the premium paid by him, and was to have a salary for management. Bowers managed the business on these terms for about six months, and paid about £75 on account of the premium which, the Ogdens say, was put into the business. Disputes then arose, and the partnership was dissolved. The Ogdens complained that Bowers was incompetent, and had damaged the concern by bad brewing. Bowers alleged that the Ogdens had deceived him as to the value of the business. Cross actions at law for damages were commenced by the parties; but Bowers, as a distinct matter, issued the present debtor's summons, claiming about £93, in respect of the part of premium paid and salary. The debtors in their affidavit denied the debt. In a correspondence the debtors' solicitors had offered to pay £75 to await an award, if Bowers would refer the whole case.

G. Rhodes claimed to proceed on the summons under the authority of *Ex parte Ellis Re Kain* (24 L. T. Rep. 819).

England reminded the Registrar of his own dictum (reprobating issuing summonses in disputed cases instead of proceeding by action at law) in *Verity* v. *Thompson* (LAW TIMES, vol. lii., p. 466) — but there the evidence before the registrar showed there was no debt owing—and argued that the debtors were at least entitled to have the case tried by a jury, the debt being disputed and a good defence alleged, and questions as to partnership arising.

The REGISTRAR.—*Ex parte Ellis* v. *Kain*, cited by Mr. Rhodes, does not apply. In that case the debt was a judgment debt, not to be set aside on such an occasion, and the question was merely as to some alleged cross claims. In the present instance, it is denied that there is any debt; at the same time the offer of the debtors to pay £75 into a bank to await a reference, though not eqvivalent to an admission by payment into court, savours of a consciousness on the part of the part of the debtors that something might be found to be owing from them. But in my view of the case, as one arising out of partnership disputes, I have grave doubts whether MR. Bowers can succeed in a common law action, and on the whole, the evidence to my mind being inconclusive, I consider I have an option either to dismiss the summons or to stay proceedings: *Ex parte Rowbotham* (25 L. T. Rep. 921). It is true that in *Ex parte Ellis* v. *Kain*, Lord Justice James appears to give the preference to letting the summons go on, and deciding the point at a further stage, viz., the hearing of the petition frr adjudication. I should at all times feel bound implicitly to obey any decision of that learned judge, but as I have before observed, there was an established debt in that case but none in this. It appears to me that the case in point is *Ex parte Weir re Weir* (26 L. T. Rep. 333), where questions of partnership arose, and their lordships not only allowed a stay of proceedings on the summons, but considered that security for trying the question should not have been required. I propose to follow that decision, and I therefore order that the proceedings on this summons be stayed (without security being given), until proceedings in a court of law shall have been taken by the summoning creditor against the summoning debtors for the recovery of the demand mentioned in the summons, and until such court shall have come to a decision thereon. At present I make no order as to costs.

LINCOLN COUNTY COURT.

Tuesday, Jan. 13.

(Before JAMES STEPHEN, LL.D., Judge.)

Liquidation — No discharge—Stock-in-trade acquired by debtor after filing petition, the property of the trustee.

AT the last court *Page*, on behalf of the trustees under the liquidation of Charles Lowe, tobacconist, Lincoln (Mr. Jay, of Lincoln, and Mr. Chatterton, of London), applied for directions as to the course they should pursue in reference to the stock-in-trade acquired by the debtor since the liquidation, he not having applied for or obtained his discharge.

His HONOUR was about to deliver his judgment, when

Rex interposed, and said he appeared for the debtor, and also for one of the creditors.

His HONOUR said he could not see that Mr. Rex had any *locus standi*.

Rex.—I appear for a creditor.

His HONOUR.—I would rather hear nothing. This was an *ex parte* application for certain directions of the court, which I am now prepared to give. There is no special matter before the court. I think your best plan will be to listen to my judgment, and then it will be open for you to take any course you may think fit.

Rex said he would rather first call his Honour's attention to a case, which might not have been under his notice. Lord Eldon had decided that where an uncertificated bankrupt—

His HONOUR (interposing): I am quite aware of that. You had better hear what I have to say. In this case application was made last court on the part of the trustees for directions to seize the stock-in-trade acquired by the debtor since he filed his petition. He had not obtained or applied for his discharge, but carries on his business as he used to do, it is believed, with money advanced by a bill of sale creditor, who, having established his priority, diverted the whole of the debtor's property from the rest of the creditors. I have no doubt that with regard to future property the status of an undischarged liquidating debtor is the same as that of an undischarged bankrupt. In either case, all the property which he acquires until his discharge is obtained belongs to the estate, and it is the duty of the trustees to collect it for the benefit of the creditors. The only exception to this is the personal labour of the debtor, which does not pass to his creditors, the assignees (or trustees) not being allowed, as it has sometimes been expressed, to let out the bankrupt to hire. But with regard to any stock-in-trade, or profit which he derives from its sale, and the like, the case is different, and anyone who advances him the money for purchasing such stock, or allows him to contract fresh debts, does so at his peril. If, indeed, the trustees should allow him, without interference, to continue his business as if he were a free man, subsequent creditors, if they could show that they were deceived as to his real position, might possibly set up an equitable right to have priority over the original creditors. But this, I apprehend, is not the case here, and in any event would not give the debtor himself any right as against his trustee. I have not found, nor should I expect to find, any express authority to the effect that an undischarged debtor cannot retain future property as against his trustee; but in a very recent case it was held that a creditor who had advanced money to a liquidating debtor on his resuming business under the sanction and superintendence of the trustee after he had obtained his discharge, on the condition of his executing a bond for the payment of a certain sum to the trustees, was not entitled to a lien on the price paid afterwards for the business, on its being sold under a resolution of the creditors. *A fortiori*, therefore, would no such lien have existed had the debtor not obtained his discharge. On the whole, therefore, I am of opinion that the trustees are bound to follow up Mr. Lowe in his new business, and if they should fail to do so, they would become amenable, not only to the censure of this court but to the Comptroller of Bankruptcy, as neglecting their duties. It is not, however, a case for any formal order of this court, which would, indeed, be merely directing them to perform the duties cast upon them by the Legislature on their accepting the office of trustees. If any person sets up a claim to any property which they may seize, of course that claim will come before the court in the usual way, and be dealt with according to its merits. It is possible that the debtor may have given securities to fresh creditors, not having sent notice of the liquidation, which might be valued as against the original creditors, but such a case can scarcely arise unless the trustees have been remiss, and it will be time enough to deal with it when it is brought before the court.

LEGAL NEWS.

THE ATTACK ON MR. HAWKINS, Q.C.

AT Westminster police court on Tuesday Robert Booty, a painter, and Joseph Ryan, a general dealer, surrendered to their bail, charged with being riotous and disorderly in Westminster, and John Donovan, a lithographic printer, and Thomas Ennis, a hawker of prints, were similarly charged, with the addition that they used obscene language.

W. Doveton Smyth appeared for the defendant Booty.

The court was much crowded.

Mr. Pinhey, the chief inspector of the A division, was cross-examined by *Smyth*. He said: Considering the crowd and its size, there was not so much hissing and shouting; the crowd was a large one and ran; the defendant Booty was in the foremost rank of the crowd, others were in front of him; he pushed persons—two or three—and directly witness saw him he "collared" him. It was not the way to get out of the crowd, at least what he was doing, and was quite sure that both Ryan and Booty were hooting and hissing, and hundreds of others.

The roughs in court here began to make a noise, and Mr. ARNOLD said he would have the court cleared if there was a repetition of it.

Mr. Pinhey went on to say he took the defendant Booty in the act of shouting and hissing. He said, "What have I done?" and said he had gone to see something of the people connected with the trial, Sir Roger Tichborne, &c. He did did not say he was going to see his doctor over the water. On this occasion Dr. Kenealy was not there; the crowd went to see him.

Mr. ARNOLD: So they got hold of Mr. Hawkins instead.

Edward Shaw, a detective, who apprehended Donovan, was cross-examined, and said the man Donovan was close to the shaft of the cab; it was a Hansom, and Mr. Hawkins was inside; lots of people were shouting; lots of people shouted out "Here's b— Hawkins." A great number of people said that; it was all they could do to get out of the crowd with the prisoners; he was certain Donovan used the words "Here's b— old Hawkins, let's turn the cab over." When witness took him he had hold of the shaft of the cab.

Detective Marsh, E Division, cross-examined: Was close to Mr. Pinhey at the time of the rush. First saw Booty after we got hold of Ryan. He was a little bit in advance of the rush. There were some people in front of him and behind him. he was not trying to get out of the crowd. He was hallooing, and hissing, and pushing people.

Smyth, in defence of Booty and Donovan, said: Booty went to see the counsel for the defence, having occasion to go to his medical man in the Westminster-bridge-road. There was a rush, and while he was trying to get out of the crowd he pushed persons. Anybody would do so to get out of a large crowd. He denied that the prisoner had the slightest feeling in the matter, and he would show by evidence that he was a man of good character; he was sure the inspector and Marsh were mistaken in the confusion that ensued; the last witness had either made a gross mistake or had committed gross perjury. Donovan, he said, was an honest, industrious young man; he had no work to do, and he went out of curiosity to see the claimant and Dr. Kenealy. He may have been near the cab, but he totally denied the use of the language, and attributed the charge to a mistake on the part of the police.

After the adjournment to the court, Mr. Arnold asked if this conduct had been repeated, and upon being answered in the negative, said he was very glad to hear it; he characterised the conduct of the crowd as perfectly monstrous; of the merits and demerits of the case they knew about as much as the stones under their feet; that a gentleman should be hooted and hounded by a disorderly rabble was not to be tolerated, and means must be taken to repress it. He was satisfied that all the defendants had taken part in it, and had they been proved to have been acting

in concert he should have committed them for a riot, but as that was not so, he should deal with them under his power as a magistrate. He trusted the view he took of the matter would be a warning to others, for the next time this sort of thing occurred he should deal with the offenders very severely. At present, he ordered Booty to find bail in £50 to keep the peace for three months; Ryan to find bail in £30 for a like term; and the other two, Donovan and Ennis, to find bail in £5 each. Booty's bail was at once tendered and accepted, and the others were removed to the cells.

MIDDLE TEMPLE.—Mr. Torr, Q.C., and Mr. Lindley, Q.C., have been appointed benchers of the Middle Temple.

THE EXETER ELECTION PETITION.—Baron Bramwell has appointed Tuesday, Feb. 3, for the hearing of the Exeter Election Petition—*Carter and another* v. *Mills*, M.P.

CENTRAL CRIMINAL COURT.—The next session of the Central Criminal Court will be held on Monday, Feb. 2. The judge on the rota is Baron Pigott, appointed to the North Wales Circuit.

WE understand that in the event of a vacancy occurring in the office of clerks to the magistrates at Portsmouth, Mr. R. W. Ford, a well known solicitor in the borough, would probably be elected to the office without opposition.

MR. COMMISSIONER KERR has, through his solicitors, threatened the common council of the City of London with proceedings, in reference to the payment of fees levied under the Admiralty Jurisdiction Act in his court during the past five years, and which the learned commissioner contends belong to him.

THE IRISH BENCH.—The Lord Lieutenant has stated to a deputation from the corporation of Dublin, with reference to the subject of the vacant judgeship in the Irish Court of Exchequer, that the appointment is deferred until the Government has decided whether the Judicature Act shall extend to Ireland.

THE *Times*, in an article upon Irish grievances, alleges "that the Irish Bench is overmanned in proportion to the work that is to be done. A very simple sum in the rule of three will show that whether we consider the amount of business or the number of the population, an Irish judge has nothing like the same amount of work to do, nor work by any means so important as that which falls to the share of every English judge."

EXCUTIONS FOR MURDER.—The *Standard* observes: "The continued interference of the Home Secretary to prevent the carrying out of capital sentences has in times past introduced an unsatisfactory element of change into trials for murder. If the law is that men convicted of murder shall be hanged, the exceptions to this rule ought to be very few. If the laws concerning capital punishment are unsatisfactory, let them be altered, but do not let us have them occasionally suspended, according to the caprice or tenderness of a Home Secretary."

COUNTY COURTS.—The following circular has been issued to County Court judges: "30, Portland-place, W., Jan. 14, 1874.—Sir,—I am directed by the Lord Chancellor to request that upon a vacancy occurring in the office of registrar of any court of which you are the judge, you will, before filling up such vacancy, acquaint his Lordship with the fact, in order that the circumstances of the court and the propriety of discontinuing it may be considered. When the registrar shall have died without having appointed a deputy, his Lordship will be obliged if you will be good enough to provisionally appoint a person to discharge the duties of registrar (19 & 20 Vict. c. 108, ss. 12, 13). Where a registrar is desirous of resigning, I am to request that you will ask him to be good enough not to do so until you shall have communicated his wish to his Lordship, and received his decision as to the propriety of continuing the court.—I have the honour to be, Sir, your obedient servant, HENRY NICOL."

A BENCH of country magistrates sitting at Colchester, having committed a parish sexton and clerk for trial on a charge of petty theft, value a penny, which on Tuesday last, by the way, brought down condign judgment upon the worthy justices in the shape of a leader in the *Daily Telegraph*, condemning them for their severity, the defendant's attorney, Mr. H. Goody, is reported to have offered himself as bail. This is no doubt an unusual proceeding on the part of a professional man, and although perhaps it is to be deprecated as a rule, yet it is certainly evidence that lawyers are not, after all as hard-hearted as they are usually considered to be by the public. We commend the facts of this case to the Somersetshire magistrate whose proposition that magistrates should preside over courts of conciliation in aid of the County Courts we noticed in our last issue. In the case to which we refer, "a few questions by an intelligent, patient, and *sympathising* magistrate" do not seem even to have been asked, or, if asked, were productive of no good apparently.

THE BALLOT ACT.—The Irish Court of Queen's Bench has confirmed the conviction of Mr. Unkles the Cork magistrate, for the offence of violating the Ballot Act, by his disclosure of the nature of a vote given at the late election.

THE post of Registrar to the Railway Commission, vacant by the death of Mr. Gilmore Evans, has been filled up by the appointment of Mr. Balfour Browne, barrister-at-law, of the Middle Temple and Midland Circuit.

THE LAW OF CONSPIRACY.—Mr. Rupert Kettle will read a paper at a meeting of the Social Science Association, to be held on the 26th inst., at their rooms in the Adelphi, on "The Law of Conspiracy as effecting employers and employed." The chair will be taken at eight o'clock by Fitzjames Stephen, Esq., Q.C.

LAW STUDENTS' JOURNAL.

UNIVERSITY OF LONDON.

FIRST LL.B. EXAMINATION.—PASS LIST.

First Division.

	Colleges, &c.
Clarke, F.	Private study.
Phillips, W. B.	Wesley College.
Serrell, G., M.A.	Private study.
Spokes, A. H., B.A.	University College.
Taylor, R. W., B.A.	University College.

Second Division.

	Colleges, &c.
Baxter, W.,	Law Sch., Trinity Coll. Dublin.
Beaston, J.	Private study.
Dean, E.	Private study.
Ellis, A. M.	Private study.
Hart, A. L.	Private study.
Knighton, J.	Private study.
Morice, B.	Private study.
Paice, C.	Private study.
Rook, W. N.	Private study.
Tebbutt, N., B.A.	Private study.
Trapnell, H. C.	Private tuition and study.
Walmesley, J.	Private tuition.
Wilson, W. H. C.	Private tuition.

SECOND LL.B. EXAMINATION.—PASS LIST.

First Division.

	Colleges, &c.
Jones, D. B.	University College.
Lubbock, E.	Private study.

Second Division.

Ball, W. E. B.	Private study.
Benjamin, H. N.	Private study.
Glaisyer, H.	Private study.
Gover, W. H.	Private tuition.
Mosely, B. L.	Private tuition.
Radford, G. H.	Private study.
Sykes, J. G. W.	University College.

GENERAL EXAMINATION OF STUDENTS OF THE INNS OF COURT.

HILARY TERM, 1874.

THE Council of Legal Education have awarded to —John Alderson Foote, Esq., of Lincoln's-inn, and William Ebenezer Grigsby, Esq., of the Inner Temple, studentships in jurisprudence and Roman civil law, of 100 guineas, to continue for a period of two years.

John Henry Martin Weitbrecht, Esq., of the Middle Temple, and John William Gustavus Leo Daugars, Esq., of the Middle Temple, studentship in jurisprudence and Roman civil law, of 100 guineas, for one year.

John Edward Courtenay Bodley, Esq., of the Inner Temple; James Kinder Bradbury, Esq., of the Inner Temple; William James Howard, Esq., of the Middle Temple; Avetick Arratoon Shircore, Esq., of the Inner Temple; and Wiliam Eaton Young, Esq., of the Inner Temple, certificates that they have satisfactorily passed a public examination.

By order of the Council,
(Signed) S. H. WALPOLE, Chairman.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.

Queries.

58. THE BANKRUPTCY ACT 1869.—Where, at a first general meeting of creditors duly held under the 125th and 126th sections of the above Act, liquidation by arrangement is resolved upon, the discharge of the debtor to be granted upon the happening of a certain contingency, is it necessary for the trustee, upon the happening of this event, to memorialize the court and obtain from the registrar a certificate of discharge under his hand and seal, or is the resolution itself, or a certified copy thereof, sufficient? If necessary to be by way of memorial, what form must be used, and what (if any) is the stamp duty? Form 123 hardly seems to apply in the above case. CURIA.

Answers.

(Q. 57.) MORTGAGEE SUING MORTGAGOR'S TENANT FOR RENT. — In addition to the cases mentioned by "J. McD.," the following will, I think, be sufficient to show "the right of a mortgagee to sue mortgagor's tenant for rent of premises held under tenancy prior to indenture of mertgage," that is, if the mortgagee has given such tenant notice to pay the rent to him: (*Birch* v. *Wright*, 1 T. R. 378; *Burrowes* v. *Gradin*, 1 D. & L. 213; 1 Sm. L. C. 315; *De Nicholls* v. *Saunders*, L. Rep. 5, C. P. 589.) T. E. H.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it

A CHRISTMAS APPEAL.—By your kind insertion in your paper of my appeal, headed as above, I hereby thankfully acknowledge the receipt of the subscribed sums bearing the adjoined signatures: C. E. H., £1; Mrs. Reynolds, 5s.; A. G. Joseland, Esq., 2s. 6d. May I ask as a further favour that you will kindly allow me, through the medium of your paper, to thank those who have at once assisted me, and likewise to state that any further donations towards my case will be carefully attended to and acknowledged by the Rev. Thomas Piggott, 16, Belgrave-road, Upper Holloway.
15th Jan., 1874. LOUISA BANKS.

LEGAL PRACTITIONERS' SOCIETY.—In consequence of a report which has been circulated and published that the rules of this society have not yet been framed, and that the Lord Chancellor has already been asked to receive a deputation from the society, and that "the members of this new society utterly condemn the Incorporated Law Society" for their inaction on the subject of suppressing unqualified persons who defraud the Profession, will you afford me space to say, as the honorary secretary of the society, that the rules were weeks ago drafted, and are now being considered by a committee composed of barristers and solicitors; that no application has as yet been made to the Lord Chancellor to receive a deputation, and that there is no hostility to the Incorporated Law Society, the council of which I hope and believe will lend us a ready hand in our efforts to protect the public against the depredations of unqualified persons who poach upon the Profession. CHARLES FORD.

BEALL *v.* SMITH.—My attention has been called to an article in the LAW TIMES of 27th Dec., which appeared a fortnight before the judgment was published on the 10th inst.; and as there are many errors in that article, perhaps you will permit me, as the Mr. Heather referred to, to correct them. You speak of me as "a Mr. Heather." I have been admitted nearly twenty-eight years—Mr. Merriman eight; and I believe I am much better known in the Profession than he is. It is not true that Beall became a client of Merriman and Co. in Nov. 1870, or ceased to employ me, as in the first six months of 1871 he consulted me on many fresh businesses, and had about eighty attendances on me. He never consulted Mr. Merriman about undertaking some complicated matters on which I was engaged, and therefore Mr. Merriman could not have declined them. In fact, there was only one complicated matter, and in respect of that I have got his estate £8000. His wife did not consult me about her differences, nor was Mr. Beall advised by Merriman and Powell about them, nor did they effect any reconciliation. On the contrary, Beall consulted me, and I brought about a voluntary separation, and he gave me instructions to prepare a settlement on his wife and children, and handed me a great many policies of insurance on his life to take care of for him. This was in July 1871. Being concerned for him in all matters relative to his property and business (although Mr. Merriman appeared thrice before the magistrates for him), and he having been confined as a lunatic, I applied to defendant Smith, Beall's clerk, for an account of his receipts and payments from June 1871. Merriman, Albert Turner, and White then concocted the suit. The bill was filed on 15th Aug. by a next friend, who had been found by Merriman, had been a bankrupt, and became shortly afterwards insolvent, being a debtor to Merriman. This next friend was totally unknown to Beall or any of his family, and the bill was filed without any communication with me, or Beall, or any member of his family. The Vice-Chancellor stated in writing that the case was a very peculiar one; but he was willing to make the order for the appointment of a receiver in the terms assented to by me. It can scarcely be believed that the decree was obtained, the clerk's and receiver's accounts taken and passed, and the order for further consideration obtained, without the slightest communication with me as representing the family and the committee of the estate or any member of the family. Merriman, White, and A. Turner, all knew of the lunacy and inquisition, and studiously and wilfully concealed all the pro-

ceedings in the suit after the appointment of a receiver, except one summons, which was addressed to me before the decree. If any solicitor and accountant can concoct and carry on a suit in reference to the property of a lunatic, after his confinement, without having the sanction or the knowledge of any member of his family, or the lunatic's former solicitor, and pass the accounts, showing, after the suit was instituted, payments out of his estate to the defendant's own solicitors for charges not in the suit (no account having, I believe, been delivered) to the accountant, and receiver of about £400, and the costs of the suit about £300, and to the defendant for salary about £60, months after he was discharged, and with other improper items amount to nearly £1000, out of property which produced about £3000. it is surely but right that a court of equity should express its disapproval of such conduct, and make the principal parties refund to the estate what they have most improperly deprived it of, and pay the costs of making them refund. All these statements can be verified by documents in my own office. JAMES HEATHER.

OUR INVADERS—BANKRUPTCY ACCOUNTANTS.—I cordially concur in the remarks made on this important subject by your correspondent "H. J. L." in last week's LAW TIMES. Let me, however, explain why it has come about that the accountants have monopolised the lucrative branch of business referred to, that of the office of trustee in bankruptcy and liquidation proceedings, under the Act of 1869. In the first place, it must be observed that before that Act the bankruptcy branch of practice was in very few hands, and of a limited character. In London it was mostly in two or three offices, who also acted as agents for other solicitors, too *important* or too lazy to acquire the practice. Before the Act of 1869 assignees were not remunerated, and consequently there was no contest for the office, and in many cases the difficulty was to induce a creditor to undetake the nominal and gratuitous duties. Accountants then sought from solicitors the work, or solicitors employed accountants, to perform the duties properly appertaining to their profession. In the country districts I suppose the same practice maintained. All this was changed by the Act of 1869, and far-seeing people must have known that it would be so. When the Scotch system was introduced, and the office of trustee became a paid office, for which solicitors, accountants, and others, as well as the creditors, became eligible, of course it was natural that the accountants, those who had been accustomed to act in bankruptcy business, and others who determined to make it a portion of their business, saw that a great field was open to them. Indeed, this was foreseen by those who introduced the Bill into the House, and I recollect that the Attorney-General in his opening speech said with reference to the office of trustee, that in all probability, a race of bankruptcy accountants would spring up, who would make this an especial branch of their business, as in Scotland. They have done so, and there is no reason why they should not. I will also say that many of them ably, admirably, and conscientiously perform their duties, performing them in the manner and for the purposes the Legislature intended. acting within the scope of those duties, and not trenching upon those of their legal advisers. Now, what is the reason that solicitors have been apparently content to see accountants take the position for which they are themselves eligible, and when solicitors could perform the work in an equally satisfactory manner, and with a considerable saving of expense? There are many reasons; one reason may be that respectable solicitors have a natural disinclination to canvas, or to do anything which bears the aspect of touting for business. In order to obtain the appointment of trustee in bankruptcy or liquidation, a solicitor who puts himself forward for the office, must, previously to the first meeting, personally see, or send some one to see, or communicate in some way with, the creditors, and propose himself for an office of profit. If being a perfectly capable man in all respects, and knowing that by his appointment a double set of costs, and double remuneration would be saved to the creditors, having got over this natural disinclination to canvas, he would find in all probability he would fail to convince the creditors that such a result would follow. Unless the votes of the creditors were obtained in his favour, does any one acquainted with these matters believe, that a solicitor nominating himself at a meeting, would stand a chance against an accountant who had adopted the usual course, or against a member of his own Profession, in both cases his adversary, being stimulated to fresh exertion by the knowledge that a solicitor was seeking the appointment. We all know the connections and alliances between certain bankruptcy accountants and certain solicitors, who as a rule always act with each other when they can. These solicitors find it to their advantage to put forward as trustee the accountant with whom they act. I am sure "H. J. L." does not require me to enter more into detail. As to the advantage which would accrue to the creditors by the appointment of a solicitor able and willing to perform the duties of a trustee, acting for a fixed remuneration, as the creditors might determine, thus saving the remuneration of a lay trustee and the taxed or untaxed costs of his solicitor in addition, there can be no doubt; but I am afraid the difficulties are great, although they may yet be surmounted. The remedy, if the Profession desire it, is in their own hands, let them co-operate in an effectual manner, throw off that apathy where their own interests are concerned, which distinguishes them above all professions. Individually there is no remedy—it must be the work of a society. "The Legal Practitioners' Society" has lately been formed; I have joined it, and believe it is destined to do good work, if the Profession support it as extensively as they should do; great changes will take place in the Profession,—mere talking and writing will do no good. I shall be glad to communicate with "H. J. L.," and show him how the remedy he seeks can be attained, in the particular instance he has properly brought before us; the other matter he refers to is now under the active consideration of the society I have referred to.—J. SEYMOUR SALAMAN.

LEGAL EXTRACTS.

THE SOLICITOR-GENERAL AND THE LAW OF ENTAIL, &c.

THE second topic to which the Solicitor-General addressed himself was the law of entail and generally the reform of the law relating to land. It is to be hoped that he will be more successful, to borrow a phrase of his own, than other Solicitors-General in dealing with the suspicions and contradictions of the powerful body of solicitors in particular, but the knot is a terribly hard one to untie, and it is practically impossible to cut it. We believe in the possibility of a reform of the laws relating to land, if any one were patriotic and studious enough to devote several years of unpaid labour to it, but we do not believe that under the present system of things there is much real chance of it. It would be necessary for one thing to recast the whole of the language which is at present used upon the subject, to sweep away the whole learning of tenures, to repeal the Statute of Uses, and to put into a different form the theory of trusts. It would also be necessary to translate the rights which are at present clothed in this worn-out language into simple modern English, and to apply the new phraseology to the existing state of things. This would be an enormous undertaking. It might be done if the nation understood its importance and would employ the necessary amount of labour and time, but hardly any one as yet appears to have anything like an adequate notion of its real nature or magnitude.

In the mean time, Sir William Harcourt proposes, or at least suggests, modifications, the exact nature of which he cannot, of course, state, in the law of entail. After some little snorts at philosophers, which compel us to remark that he has really much more in common with the philosophers whom he despises than with the Oxford tradesmen whom he flatters, he proceeded to a good round denunciation of the evils of entails. He says of a strict settlement: "It destroys parental influence, it subverts filial respect, it makes the son the natural antagonist of the father, it makes the father too often the enemy of the son." It encourages extravagance in reversioners, and above all it discourages tenants for life from improving their land, and it gives them an artificial motive for spending its surplus produce in other ways. A man who has £5000 a year in land settled on his eldest son will not put his surplus income into buildings, drains, and the like, which would go to enrich his heir-at-law, but will save it up for his personal representatives or legatees. Prevent strict settlements, and the motives for improving land will be greatly strengthened. Sir William does not, as we understand him, propose to prevent a man from leaving his land by will as he pleases; but we suppose he would restrict him to living persons, and would not permit him to give an estate tail to unborn children. All this, of course, has often been said, and has a good deal of force, but it ought to be coupled with other matters, to some of which Sir William refers, not, as it appears to us, very consistently, though he is silent as to others. He has learned, he says, from a second reading of M. Lavergne, that the agricultural condition of England is much better than that of France, that English labourers are better off than French peasants, that the equal distribution of land is economically unwise. Be it so; but why not explain how, if this is the case, the laws which produce this state of things can be economically bad? If it is true that lands held under English law are better cultivated than lands held under French law, why assimilate English law to French law with a view to the promotion of agriculture? Another point which must suggest itself to every one is that if the law of entail involves the consequences which he ascribes to it in a majority of cases, or even in any considerable number of cases, it is difficult to understand why entails are so common. If their common effect is to set fathers against children, and to emancipate children at an unduly early age from their fathers, why do people put their lands into strict settlement? Whatever may be the weight of the Solicitor-General's argument, it is an argument which ought to be addressed to the owners of property rather than to legislators. It shows cause why A. B. should not settle his land, but it hardly shows cause why A. B. should be forbidden by law to settle his land. Thus the argument as to the economical effect of strict settlement is met by the facts which the Solicitor-General extracts from the work of M. Lavergne. The argument as to its social effects is met by the fact that the custom prevails amongst a class of people who are certainly not remarkable for want of family affection.

One point connected with this subject is that settlements of personal property are now even more common than settlements of real property, which shows their convenience; nor have we ever heard them objected to. No doubt an ordinary settlement of personalty gives the parents the power of dividing the settled funds as they please among the children of the marriage, and so leaves them more power than an ordinary settlement of realty. We do not quite understand why settlements of real estate should not follow the same form if it were more convenient. It is, indeed, common, as every one knows, to insert in settlements of personalty a clause to say that any land in which the settled funds are invested shall be treated as personalty; and perhaps a similar course might be taken in the settlement of real estate. This, however, requires no legislation. It could be done now if such was the wish of the owners of real property.—*Pall Mall Gazette.*

LAW SOCIETIES.

LEGAL PRACTITIONERS' SOCIETY.

THE first meeting of the committee appointed to consider whether Parliamentary action was necessary in order to deal with the subject of arresting the encroachments of the Profession by unqualified persons, met on Monday last. Mr. H. Seymour Salaman having been called to the chair, he reviewed at length the present statutory provisions dealing with this important subject, directing attention to 23 & 25 Vict. c. 27, s. 26; 6 & 7 Vict. c. 73, s. 2; the Stamp Act of 1870, sect. 60; also to the case of *Reg.* v. *Buchanan* (16 L. J. 227 Q. B.), referred to in the 1866 edition of Archbold. The right to sue for penalties as at present provided for by statute was discussed and considered. The operation of sect. 26 of 33 & 34 Vict. c. 9 was also considered. After much discussion and argument, the following resolution was adopted: "That this committee is of opinion after full consideration of the subject, that the existing law is insufficient for the effectual protection of the legal profession and the public against the encroachments of unqualified persons, and recommend to the Society that further legislation be initiated without delay."

UNION SOCIETY OF LONDON.

AT a meeting of the Union Society of London, at 1, Adam-street, Adelphi, held on Tuesday evening, the 20th inst., the following subject was submitted to discussion, and negatived, "That the Established Churches are inconsistent with Civil Liberty, and irreconcileable with the principles already recognised by Parliament."

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's Inn Hall, on Wednesday 21st inst., Mr. E. F. Stanway, solicitor, in the chair. Mr. E. J. Davis opened the subject for the evening's debate, viz.: "That the working of the Bankruptcy Act 1869, assists and induces fraud." The motion was lost by a majority of one.

NORWICH LAW STUDENTS' SOCIETY.

AT a meeting of this society, held at the Law Library, on Tuesday evening, the 20th inst., Mr. G. W. G. Barnard in the chair. Mr. S. Cozens Hardy opened the subject for the evening's debate, viz.: "Ought Copyhold Tenure to be abolished?" The question was decided in the negative by a considerable majority.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

H. G. BELL, ESQ.

THE late Henry Glassford Bell, Esq., advocate, and sheriff of Lanarkshire, who died on the 7th inst., at his residence in Glasgow, at the age of sixty-eight, was the son of the late Mr. Bell, some time town clerk of Greenock. He was born in the year 1805 and being destined from the first for his father's profession, he was, after acquiring the rudiments of education at the Glasgow High School, transferred to the University of Edinburgh, where he passed through the regular curriculum. He was admitted a member of the Faculty of Advocates of Scotland in 1832, and in 1839 he was appointed one of the sheriff's substitute of Glasgow. Having once fairly settled down to legal business, says the *Scotsman*, Mr. Bell soon approved himself a singularly able and efficient judge. That his merits in this capacity were duly recognised by the profession, was significantly indicated by an incident which occurred in 1852. At that time a rumour got afloat to the effect that Sir A. Alison was about to be promoted to the Bench, and straightway a memorial was addressed to the Lord Advocate, craving that in such case Mr. Bell should be appointed his successor. Another flattering compliment was paid him some years later, when strong inducements were held out to him to remove to Edinburgh and practise as a consulting counsel in regard to questions of mercantile law. On the death of Sir Archibald Alison in 1867, Mr. Bell was appointed to succeed him in the office of sheriff principal. The friend and frequent companion of Professor Wilson, who speaks of him with respect and affection in the "Noctes," where he appears under the name of "Tallboys," Mr. Bell acquired in early life a task for literary pursuits, and in 1828, being as yet only in his twenty-third year, he became editor of the *Edinburgh Literary Journal*, a weekly periodical devoted to criticism and the *belles lettres*. With James Hogg, too, he was on terms of intimate friendship, and in 1860 Mr. Bell took part in inaugurating a monument to the memory of the gifted shepherd. Besides editing and largely contributing to the *Edinburgh Literary Journal*, Mr. Bell published in 1831 a volume of poems, entitled "Summer and Winter Hours," and later in life he published a volume of occasional productions, under the title of "Romances and Ballads." His literary fame will rest, however, on his well-known poem, "Mary, Queen of Scots," written in his early days. Mr. Bell was twice married, first to a daughter of Captain Stuart, of Sheerglass, Glengarry, by whom he had one son and four daughters, one of whom is the wife of Professor Nichol, of Glasgow University. He married secondly in 1872 to Marian, daughter of Mr. Sandeman, of Glasgow, who survives him. The remains of the deceased gentleman, which were honoured with a public funeral, were interred in Glasgow Cathedral.

G. C. OKE, ESQ.

(ADDENDUM.)

THE late George Colwell Oke, Esq., Chief Clerk at the Mansion House, of whom we gave a short biographical notice in our last impression, was the second son of the late William Oke, Esq., of Truro, in the county of Cornwall. He was born at St. Columb, in that county, on the 8th Feb. 1821, and was educated at Truro. Mr. Oke was married, and has left a family to lament his loss. His present widow, to whom he was married very recently, is the step-daughter of G. M. Harvey, Esq., of The Pines, Streatham-hill, Surrey. The remains of the deceased gentleman were interred at Nunhead Cemetery, on the 15th inst.

B. J. ARMSTRONG, ESQ.

THE late Benjamin John Armstrong, Esq., many years an active magistrate for the county of Middlesex, whose death was recently announced, at the age of seventy-six, was a son of the late Benjamin Armstrong, Esq., of the parish of St. Andrew's, Holborn, and was born in the year 1796 or 1797. The deceased gentleman, who was one of the oldest magistrates for Middlesex and Westminster, took an active part in the administration of justice at the Clerkenwell Sessions, where he for many years proposed or seconded the re-election of Mr. H. Pownall, as chairman of the Middlesex Bench. He also was constant in his attendance as a visiting justice at the Feltham Reformatory School, and other like public institutions. Mr. Armstrong married in 1818, Ann, daughter of John Bailey, Esq., of Kew, Surrey, by whom, who died in 1869, he has left a family. His only son is the Rev. Benjamin J. Armstrong, vicar of East Dereham, Norfolk, who was born in 1819, and is married to the eldest daughter of William Duncombe, Esq., of Langley, Great Berkhampstead, Herts. The late Mr. Armstrong was buried at the cemetery, Highgate.

THE HON. J. W. JOHNSTONE.

THE late Hon. James W. Johnstone, Judge in Equity of the Supreme Court of Nova Scotia, who death at Cheltenham, at the age of eighty-one, was recently announced, was born in Kingston, Jamaica, in the year 1792, his grandfather was a Scotchman of the Annandale line, who married a Miss Peyton, a lady of French Huguenot descent, he had been Governor of the Province of Georgia while the United States were still a colony of Great Britain. On the breaking out of the revolutionary war, his sons all entered the British army to aid in the suppression of the rebellion, one of them raised and commanded a troop of horse known as Johnstone's Horse, at its head he was killed in a successful skirmish against rebels. On the declaration of the independence of the States of America, Governor Johnstone with his family left the Southern States and returned to Scotland, having in common with all the loyalists lost his whole fortune. The father of the subject of this memoir, who had been a captain in the New York Volunteers during the war, at its close, studied medicine at the Edinburgh University, where he obtained his degree. He afterwards removed to Jamaica, having previously married the only daughter of Captain Leichenstein, of Austrian extraction. His children were all sent to Scotland for their education, the subject of the present sketch being placed with a private tutor, the late Mr. Duncan of Ruthwell, the originator of savings banks in Scotland. His connection with Nova Scotia, where most of his life was passed, arose from the fortuitous circumstance of a temporary visit made to Halifax with his mother, whose health required change to a northern climate. He then studied for the Bar, and was admitted in or about the year 1813. Mr. Johnstone quickly rose to the head of his profession, and at about the age of forty-five he entered the arena of politics. He was elected a member for the county of Annapolis, U. S., Canada, one of the largest constituencies of the province, which he represented without a break, having run nine or ten successful elections, till his elevation to the Bench. During his whole political career he was the leader of the Conservative party, and Attorney-General and leader of the Government whenever that party was in power. He was created honourable by the British Government. In 1857 he, together with Mr. Adams Archibald, was sent on a delegation to England on behalf of the province of Nova Scotia to adjust the respective claims of the Mining Association and the Province in regard to opening the mines and minerals and to free them from the royalty of the Duke of York. He was one of the earliest advocates of the confederation of the Canadian provinces, which he warmly supported throughout his whole career. In 1863 he was appointed judge in equity of the Supreme Court, an office which he was the first to fill. In 1872, his health being very delicate, he left Canada to seek a more southern climate. In the following year he was offered the governorship of the province of Nova Scotia, which he at first accepted, and the appointment was hailed with acclamation through the length and breadth of the country. The newspapers of the Conservative and Liberal parties vied with each other in welcoming it, and in bearing testimony to the high talent, the chivalrous honour, and the unswerving rectitude of Judge Johnstone. His failing health, however, obliged him most reluctantly to renounce all idea of returning to the home of his adoption, where he had left so many warm friends, and he was compelled to decline the appointment.

PROMOTIONS AND APPOINTMENTS.

N.B.—Announcements of promotions being in the nature of advertisements, are charged 2s. 6d. each, for which postage stamps should be inclosed.

MR. WILLIAM GILBERTSON, solicitor, of Preston, has been unanimously appointed Coroner for the Hundreds of Amounderness and Leyland, in the county of Lancaster, in succession to the late Mr. Miles Myres. Mr. Gilbertson was admitted in 1849.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Jan. 9.

SPOURS and CARR, attorneys, solicitors, and conveyancers, Alnwick. Dec. 31. (W. Spours and William John Carr.) Debts by Carr

Bankrupts.

Gazette, Jan. 16.

To surrender at the Bankrupts' Court, Basinghall-street.

COREN, LEWIS, engineer, Charterhouse-st. Pet. Jan. 14. Reg. Spring-Rice. Sol. Leviton, Bishopsgate-street-within. Sur. Jan. 29

GOODWIN, ALFRED, general merchant, Richmond-rd, Shepherd's bush. Pet. Jan. 13. Reg. Murray. Sols. Flux and Co., Leadenhall-st. Sur. Jan. 27

LANGAN, JOHN, builder, Cambridge-ter, Junction-rd, Kentish-town. Pet. Jan. 13. Reg. Hazlitt. Sol. Stapler, Coleman-st. Sur. Jan. 29

LONSDALE, RICHARD, grocer, Butcher's-row, Ratcliff, Upper North-st, Poplar, St. Leonard's-rd, Bromley, Cable-st, St. George's-in-the-east. Pet. Jan. 15. Reg. Spring-Rice. Sols. Carter and Bell, Leadenhall-st. Sur. Jan. 29

To surrender in the Country.

ARCHER, CHARLES ROPER, saddler, Bloxwich. Pet. Jan. 12. Reg. Clarke. Sur. Feb. 4

BROWN, SAUL, jeweller, Sunderland. Pet. Jan. 12. Reg. Ellis. Sur. Jan. 29

FLORENSTEIN, ISAAC, furniture dealer, Birmingham. Pet. Jan. 12. Reg. Chauntler. Sur. Jan. 27

JACOBS, MAURICE, boot manufacturer, Birmingham. Pet. Jan. 14. Reg. Chauntler. Sur. Feb. 2

LANGLEY, EDMUND, grocer, Canton, near Cardiff. Pet. Jan. 12. Reg. Langley. Sur. Jan. 30

MOORE, THOMAS, and THRAVES, FREDERICK MATTHEW, drapers, Bradford. Pet. Jan. 13. Reg. Robinson. Sur. Feb. 3

PHILLIPS, BENJAMIN, draper, Bridgend. Pet. Jan. 13. Reg. Langley. Sur. Jan. 28

PORTER, GEORGE, sculptor, Bath. Pet. Jan. 12. Reg. Smith. Sur. Jan. 28

STAPLEY, HENRY, watchmaker, Northampton-sq. Pet. Jan. 13. Reg. Hazlitt. Sols. Reed and Lovell, Guildhall-chmbs. Sur. Jan. 28

TATE, SUSANNAH, milliner, Halifax. Pet. Jan. 13. Reg. Rankin. Sur. Feb. 3

TAYLOR, JAMES, tailor, Blackpool. Pet. Jan. 13. Reg. Hulton. Sur. Feb. 4

Gazette, Jan. 20.

To surrender at the Bankrupts' Court, Basinghall-street.

TAYLOR, SAMUEL, parquet cloth manufacturer, High-st, Fulham. Pet. Jan. 16. Reg. Murray. Sur. Feb. 3

To surrender in the Country.

ARCHER, CHARLES ROPER, saddler, Bloxwich. Pet. Jan. 12. Reg. Clarke. Sur. Feb. 4

CLEMENT, JAMES, WHITE, son., and CLEMENT, JAMES WHITE, jun., attorneys-at-law, Alton. Pet. Jan. 17. Reg. White. Sur. Jan. 31

DOWNS, WILLIAM, dealer in agricultural implements, Hailsham. Pet. Jan. 16. Reg. Blaker. Sur. Feb. 4

LEY, JAMES, corn merchant, Stonehouse. Pet. Jan. 16. Reg. Pearce. Sur. Feb. 4

SAVAGE, JOSEPH, out of employ, Portsea. Pet. Jan. 17. Reg. Howard. Sur. Feb. 2

BANKRUPTCIES ANNULLED.

Gazette, Jan. 13.

BOUTCHER, FREDERICK, farmer, Preston-upon-Wye. Aug. 30, 1873

Gazette, Jan. 16.

GARRET, CHARLES, contractor, Banstead. June 13, 1873

THOMPSON, WILLIAM, joiner, Stranton. Jan. 16, 1861

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Jan. 16.

ABRAHAMS, ISAAC, furniture dealer, Liverpool. Pet. Jan. 14. Jan. 23, at three, at offices of Smart, Snell, and Co., accountants, 85 and 86, Cheapside, London. Sol. Nordon, Liverpool

ALLAN, WILLIAM, draper, Chrisp-st, Poplar. Pet. Jan. 12. Feb. 3, at two, at offices of Foreman and Cooper, 7, Gresham-st. Sols. Phelps and Sidgwick, Gresham-st

AMBREY, THOMAS, grocer, Mountain Ash. Pet. Jan. 13. Feb. 2, at twelve, at office of Sol. Dixon, Newport

ANDERSON, DAVID BAIRD, bootmaker, Southampton. Pet. Jan. 14. Jan. 26, at twelve, at office of Sol. Guy, Southampton.

ANDREWS, WILLIAM, engineer, Melksham. Pet. Jan. 13. Jan. 28, at twelve, at the Townhall, Melksham. Sols. Smith, Devizes

ASSLEY, JOHN, ironfounder, Mansfield. Jan. 29, at twelve, at office of Sol. Mansfield

ARMSTRONG, GEORGE, and RHEAD, THOMAS, tailors, Pendleton. Pet. Jan. 14. Feb. 2, at twelve, at office of Sol. Hankinson, Manchester

ARNOTT, JOHN, cabinet maker, Beverley. Pet. Jan. 12. Jan. 28, at eleven, at offices of Sols. Seepherd, Crust, Todd, and Mills, Beverley

ASHTON, CHARLES, hatter, Royal-hill, Greenwich. Pet. Jan. 14. Jan. 30, at three, at office of Sol. Montagu, Bucklersbury

ATTWOOD, CHARLES, bootmaker, Brighton. Pet. Jan. 13. Feb. 2, at eleven, at office of Sol. Shaft, Brighton.

AYLES, GEORGE, yeoman, Horsington. Pet. Jan. 12. Jan. 27, at three, at the Greyhound hotel, Wincanton. Sol. Davies, Sherborne

BALDWIN, JOHN, oil refiner, Railway-arch, Blue Anchor-rd, Bermondsey. Pet. Jan. 7. Jan. 23, at three, at the Albany Arms, Albany-rd, Old Kent-rd. Sol. Parsons, Fish-st-hill, London-bridge

BARLOW, WILLIAM, fruiterer, Spennymoor. Pet. Jan. 13. Jan. 28, at eleven, at office of Sol. Brignal, Durham

BAUMANN, CHARLES HENRY, watchmaker, Nottingham. Pet. Jan. 13. Jan. 30, at twelve, at the Assembly-rooms, Low-pavement, Nottingham. Sols. Everall and Turner

BEALE, JOHN DAVID, general merchant, Culmore-rd, Peckham. Pet. Jan. 13. Jan. 30, at three, at office of Sol. Aird, Eastcheap

BEECH, EDWARD, butcher, Apeton. Pet. Jan. 13. Jan. 30, at twelve, at the Royal Oak inn, Gnosall. Sol. Baddeley, Newport

BEVITT, JOHN, boat builder, Lincoln. Pet. Jan. 12. Jan. 31, at eleven, at offices of Sols. Toynbee and Larken, Lincoln

BILLER, GEORGE, solicitor, the Terrace, Tavistock-rd, Westbourne-pk. Pet. Jan. 12. Feb. 10, at twelve, at the Masons' Hall tavern, Mason's-avenue, Basinghall-st. Sols. Whites, Renard, and Co., Budge-row, Cannon-st

BOSWELL, THOMAS, furniture dealer, Southport. Pet. Jan. 14. Jan. 31, at eleven, at office of Sol. Walton, Southport

BROWN, JOSEPH, and BROWN, SAMUEL, builders, Matlock. Pet. Jan. 14. Jan. 31, at half-past eleven, at office of Sol. Cowdell, Matlock

BRYAN, WILLIAM, grocer, Stourbridge, and Belbroughton. Pet. Jan. 12. Jan. 29, at three, at office of Sol. Collis, Stourbridge

BURFOOT, GEORGE, farmer, Tunbridge. Pet. Jan. 9. Jan. 30, at eleven, at office of Sol. Stenning, Tunbridge

BUSSELL, HENRY BURT, out of business, Torquay. Pet. Jan. 14. Feb. 2, at one, at Sols. Hooper and Wollen, Torquay

CARPENTER, WILLIAM, carpenter, Melksham. Pet. Jan. 12. Jan. 27, at half past twelve, at the Townhall, Melksham. Sol. Smith, Devizes

CARR, WILLIAM HENRY, bootmaker, South Shields. Pet. Jan. 13. Feb. 3, at twelve, at office of Sol. Purvis, South Shields

CHANDLER, JAMES, engineer, Cottage-grove, Mile-end-rd. Pet. Jan. 14. Feb. 4, at twelve, at office of Sol. Moss, Gracechurch-street

COOK, HENRY FRANCIS, grocer, Eastbourne. Pet. Jan. 15. Jan. 29, at three, at office of Sol. Chamberlain, Basinghall-street, London

COOKE, HENRY DOUGLASS, painter, Speldhurst. Pet. Jan. 7. Jan. 28, at ten, at the Angel hotel, Tunbridge. Sol. Palmer

COOMBS, GEORGE, publican, Corscombe. Pet. Jan. 13. Jan. 30, at a quarter-past twelve, at the Mermaid hotel, Yeovil. Sol. Budge, Crewkerne

COUPLAND, HENRY CURRIE, commission agent, Albert-bldgs, Queen Victoria-st, London, also seed crusher, Greenock. Pet. Jan. 13. Jan. 29, at two, at office of Sol. Holmes, Clement's-la, Lombard-st

DAGLISH, FRANCIS RICHARD, ROBERTS, EDWARD, drapers, Sunderland. Pet. Jan. 12. Jan. 29, at twelve, at the Home Trade Association Rooms, York-st, Manchester. Sols. Sale, Shipman, Seddon, and Sale, Manchester

DAVIS, HENRY, woollen warehouseman, Wood-st-sq, Monkwell-st. Pet. Jan. 13. Jan. 28, at two, at the Chamber of Commerce, 145, Cheapside. Sol. Walker, Abchurch-la

DEWELL, WILLIAM, builder, Rye-la, Peckham. Pet. Jan. 10. Jan. 26, at one, at the Guildhall Tavern, Gresham-st. Sols. Townley and Gard, Gresham-bldgs, Basinghall-st

EDGERLEY, THOMAS, farmer, Carden, near Handley. Pet. Jan. 8. Jan. 24, at twelve, at office of Sol. Nordon, Chester

EGERTON, JOHN, livery-stable keeper, Brighton. Pet. Jan. 12. Jan. 28, at twelve, at the Old Ship hotel, Brighton. Sol. Mote, Walbrook

EVANS, ENOCH HUGH, agent for the sale of artificial food, Lampeter. Pet. Jan. 14. Jan. 31, at two, at office of Sol. Griffiths Carmarthen

FITCH, WILLIAM, butcher, Peasenhall. Pet. Jan. 12. Jan. 30, at one, at office of Mayhew, solicitor, Saxmundham. Sol. Wiltshire, Great Yarmouth
FLEET, CHARLES, biscuit manufacturer, Manchester. Pet. Jan. 19. Jan. 29, at three, at office of Sols. Messrs. Heath, Manchester
FOKES, EDWARD, grocer, Ballingdon. Pet. Jan. 12. Jan. 28, at two, at office of Sol. Mumford, Sudbury
FOX, HOWARD BUSBY, broker, Oxton. Pet. Jan. 13. Jan. 29, at eleven, at office of Mawson, accountant, Birkenhead. Sol. Anderson, Birkenhead
FRANKS, JOHN, greengrocer, Bootle. Pet. Jan. 14. Feb. 3, at two, at office of Sol. Crozier, Liverpool
GILBERT, EDWARD, hawker in hardware, Martin-in-Timberland. Pet. Jan. 14. Jan. 30, at eleven, at office of Sol. Page, jun., Lincoln
GREENWOOD, JAMES, grocer, Bramley. Pet. Jan. 10. Jan. 26, at three, at office of Sols. Terry and Robinson, Bradford
GWINNUTT, GEORGE, and GWINNUTT, CORNELIUS, plumbers, Walsall. Pet. Jan. 14. Jan. 30, at eleven, at office of Sol. Adams, Walsall
HALL, GEORGE, mill proprietor, Birmingham. Pet. Jan. 13. Jan. 30, at half-past ten, at office of Sol. Duke, Birmingham
HAMBLETON, DAVID, bobbin manufacturer, Dursley. Pet. Jan. 14. Feb. 12, at eleven, at the Warren Bulkeley Arms hotel, Stockport. Sol. Sampson, Manchester
HANSON, SYDENHAM GEORGE, tea dealer, Little Tower-st. Pet. Jan. 7. Jan. 24, at one, at the Guildhall coffee-house, Gresham-st. Sols. Edmunds and Mayhew, Poultry
HAZLEHURST, GEORGE, grocer, Sutton-within-Macclesfield. Pet. Jan. 14. Jan. 29, at two, at office of Sol. Hand, Macclesfield
HERBERT, WILLIAM, and QUICK, JOHN, boot manufacturers, Webb's-cottages, Albion-rd, Hammersmith. Pet. Jan. 10. Jan. 26, at three, at office of Alcock, accountant, Southerton-rd, Hammersmith. Sols. Bartlett and Forbes, Bedford-st, Covent-gdn
HIND, WILLIAM, assistant warehouseman, Nottingham. Pet. Jan. 14. Feb. 2, at three, at office of Sols. Cranch, Rowe, and Stroud, Nottingham
HOWES, THOMAS, fisherman, Great Yarmouth. Pet. Jan. 14. Feb. 3, at twelve, at Hall Quay-chbs, Great Yarmouth. Sol. Palmer, Great Yarmouth
HUNT, GEORGE, tailor, Sheffield. Pet. Jan. 12. Jan. 29, at twelve, at office of Sol. Machen, Sheffield
JARMAN, WILLIAM SACKETT, grocer, Ramsgate. Pet. Jan. 12. Jan. 29, at three, at office of Sols. Treherne and Wolferstan, Ironmonger-la, Cheapside
JEFFERIES, JOSEPH, beer retailer, Ebley. Pet. Jan. 12. Feb. 2, at eleven, at office of Sol. Witchell, Stroud
JOHNSON, EDMUND, tinner, Lachford. Pet. Jan. 14. Feb. 2, at three, at office of Messrs. Davies, Warrington. Sols. Davies and Brook, Warrington
KAY, ROBERT, victualler, Ashton-under-Lyne. Pet. Jan. 14. Jan. 30, at three, at office of Messrs. Royle, Manchester. Sol. Clayton, Ashton-under-Lyne
KIRBY, THOMAS HORTON, draper, Leicester. Pet. Jan. 14. Jan. 30, at three, at the Inns of Court hotel, Holborn. Sol. Owston, Leicester
LAWRENCE, JOSEPH, butter merchant, Manchester. Pet. Jan. 14. Jan. 30, at half-past three, at office of Sol. Chorlton, Manchester
LEATHERS, FREDERICK HENRY, grocer, Cambridge Heath-road. Pet. Jan. 13. Jan. 31, at eleven, at office of Cogswell, 73, Gracechurch-st. Sol. Hicks, Annis-rd, South Hackney
LEE, MARK PRATTEN, tailor, Back-hill, Hatton-gdn. Pet. Jan. 12. Feb. 2, at two, at office of Webster, solicitor, Basinghall-st. Sol. Brown, Goswell-rd
LEWIS, MARCUS HERBERT, gentleman, Crescent-pl, Mornington-cres. Pet. Jan. 12. Jan. 27, at three, at office of Sol. Godfrey, South-sq, Gray's-inn
LOCK, JOHN JAMES, coal merchant, High-st, Woolwich. Pet. Jan. 12. Jan. 29, at two, at the Wheatsheaf public-house, Henry-st, Woolwich. Sol. Cooper, Charing-cross
LYON, FRANK, wholesale perfumer, Knightrider-st. Pet. Jan. 14. Jan. 31, at eleven, at the Guildhall coffee-house, Gresham-street. Sol. Pullen
MANSER, JAMES, fishmonger, Friar-st, Blackfriars-rd. Pet. Jan. 8. Jan. 24, at eleven, at the Claremont Arms coffee-room, Upper Grange-rd, Bermondsey. Sol. Bilton, Renfrew-rd, Kennington-lane
MARSHALL, WILLIAM, brewer, Bedford. Pet. Jan. 10. Jan. 27, at twelve, at the Red Lion hotel, Bedford. Sol. Jeffery, Luton
MITCHELL, GEORGE, innkeeper, Bruton. Pet. Jan. 10. Jan. 28, at eleven, at the Castle inn, Bruton. Sol. Watts, Yeovil
MCWILLIAMS, DAVID, furniture dealer, Lower Sloane-st, Chelsea. Pet. Jan. 8. Jan. 29, at three, at office of Sol. Smith, Rochester-row, Westminster
MUIRHEAD, JAMES, picture dealer, Jermyn-st. Pet. Jan. 9. Jan. 29, at three, at office of Sol. Davies, Furnival's-inn
NORRIS, BENJAMIN, tailor, Ramsgate. Pet. Jan. 14. Feb. 2, at three, at the Bull and George hotel, Ramsgate. Sol. Walford, Ramsgate
OLIVER, THOMAS, carpenter, Bunhill-row. Pet. Jan. 14. Jan. 30, at twelve, at office of Sol. Smedley, Fleet-st
ONIONS, JABEZ, provision dealer, Rhyl. Pet. Jan. 12. Feb. 7, at twelve, at the Queen's Commercial hotel, Chester. Sol. Williams, Rhyl
PANKHURST, JAMES, fish dealer, Newcastle-under-Lyne. Pet. Jan. 10. Jan. 23, at three, at office of Sol. Turner, Hanley
PARKER, THOMAS, grocer, Napier-rd, West Kensington. Pet. Jan. 13. Feb. 2, at two, at 51, Chancery-la. Sols. Nickinson, Prall, and Nickinson
PETERS, SAMUEL, and PETERS, EDWARD, grocers, Bistree, near Mold. Pet. Jan. 10. Jan. 26, at twelve, at office of Sols. Boydell, Powell, and Taylor, Chester
PHILLIPS, GEORGE ALFRED, grocer, Aldershot. Pet. Jan. 12. Feb. 2, at two, at office of Sol. Gesch, Guildford
POWELL, THOMAS, labourer, West Smethwick. Pet. Jan. 13. Jan. 30, at eleven, at office of Sol. Shakespeare, Oldbury
RANKIN, WILLIAM, publican, Bolton. Pet. Jan. 9. Jan. 26, at three, at office of Sol. Dutton, Bolton
RAYMOND, WILLIAM JAMES, victualler, Plumstead. Pet. Jan. 13. Jan. 27, at twelve, at office of Sol. Flavell, Bedford-row
RICHARDS, SAMUEL DYSON, draper, Faringdon. Pet. Jan. 3. Jan. 22, at two, at office of Sol. Swaine, Cheapside
ROBERT, GUSTAVE DIDIER, victualler, Dean-st, Soho. Pet. Jan. 7. Jan. 27, at one, at office of Sols. Merriman, Powell, and Co., Queen-st, Cheapside
SANDERS, PETER LEWIS, letter carrier, Bedford. Pet. Jan. 12. Jan. 29, at two, at office of Sol. Stimson, Bedford
SCALES, HENRY, fancy draper, Gravesend. Pet. Jan. 12. Jan. 31, at one, at office of Sol. Hillearys, Fenchurch-bldgs
SHEPPARD, GEORGE, baker, Weston-super-Mare. Pet. Jan. 12. Jan. 28, at eleven, at office of Sol. Smith, Weston-super-Mare
SIMPSON, JOHN, plumber, Ashdown-st, Kentish-town. Pet. Jan. 13. Jan. 29, at two, at office of Sol. Moore, Doughty-st, Mecklenburgh-sq
SKIPWORTH, JAMES, poulterer, Boston. Pet. Jan. 13. Jan. 29, at one, at the Peacock hotel, Boston. Sol. Bailes, Boston
SMITH, FRANK, metal mounter, Hanley, and Shrewsbury. Pet. Jan. 6. Jan. 22, at eleven, at office of Sol. Welch, Longton
SMITH, JOHN, late grocer, Whitchurch, near Cardiff. Pet. Jan. 14. Feb. 3, at eleven, at office of Sol. Morgan, Cardiff
SMITH, JOSEPH, bootmaker, Peterborough. Pet. Jan. 10. Jan. 29, at two, at office of Sols. Brown, Atter, and Brown, Peterborough
SMITH, SEPTIMUS, innkeeper, Colchester. Pet. Jan. 12. Jan. 20, at three, at the Fleece hotel, Colchester. Sol. Goody, Colchester
SPIEGHALDER, ANSELM, watchmaker, Exeter. Pet. Jan. 12. Jan. 30, at twelve, at office of Chamberlaine, solicitor, Basinghall-st. Sol. Petherick, Exeter
STALEY, TOM PEACE, ship broker, Leadenhall-st. Pet. Jan. 10. Jan. 28, at twelve, at office of Sols. Plews and Irvine, Mark-la
TODER, WILLIAM, farmer, West Burton. Pet. Jan. 14. Jan. 31, at eleven, at office of Sol. Page, jun., Lincoln
TUCK, WHITBREAD HARRISON, grocer, Buttsbury, near Stock. Pet. Jan. 14. Feb. 5, at twelve, at the Green Dragon hotel, Bishopsgate-st-within. Sol. Woodward, Ingram-ct, Fenchurch-street
UTTING, JOHN, bootmaker, Norwich. Pet. Jan. 14. Jan. 31, at four, at office of Sol. Sadd, Norwich
VALE, HARRY WILLIAM, victualler, Crown-st, Soho. Pet. Jan. 6. Jan. 26, at eleven, at office of Sol. Lewis, Hatton-gdn, Holborn
VAUGHAN, FRANCIS, provision dealer, Altrincham. Pet. Jan. 14. Jan. 29, at three, at office of Hinde, Milne, and Sudlow, solicitors, Manchester. Sols. Nicholls, Hinde, and Co., Altrincham
WARWICK, HENRY, boot manufacturer, Great Suffolk-st, Southwark. Pet. Jan. 13. Jan. 30, at two, at office of M. Banes, 22, Basinghall-st. Sol. Watson, Basinghall-st
WATT, CHARLOTTE, widow, Newport, Isle of Wight. Pet. Jan. 10. Jan. 28, at eleven, at office of Sol. Joyce, Newport
WEBB, WILLIAM, tailor, Euston-rd. Pet. Jan. 13. Jan. 29, at three, at office of Sols. Lewis, Munns, and Longden, Old Jewry
WELSH, HENRY, glazier, Gloucester. Pet. Jan. 14. Jan. 24, at eleven, at office of Sol. Essery, Bristol
WILKINSON, JAMES HENSHALL, worsted spinner, Leeds. Pet. Jan. 13. Jan. 28, at two, at office of Sol. Walker, Leeds
WILLIAMS, JOHN, chemist's assistant, Wrexham. Pet. Jan. 10. Jan. 27, at twelve, at office of Sols. Acton and Bury, Wrexham
WILLIAMS, ROBERT, victualler, Conway. Pet. Jan. 8. Jan. 31, at twelve, at office of Sol. Jones, Conway
WILLIAMSON, GEORGE, shoe manufacturer, the Grove, Hackney. Pet. Jan. 8. Jan. 24, at eleven, at office of Sol. Dobson, Southampton-bldgs
WILLS, JAMES, artist, Kentish-town-rd. Pet. Dec. 31. Jan. 26, at eleven, at office of Hunter, 47, London-wall. Sol. Ede, Clement's-la, Lombard-st
WILSON, GEORGE DANIEL, commission agent, Manchester. Pet. Jan. 13. Feb. 3, at three, at office of Sols. Sale, Shipman, Seddon, and Sale, Manchester
WROTH, CHARLES COCKAYNE, wine merchant, Plymouth. Pet. Jan. 14. Jan. 29, at eleven, at office of Conway and Almond, 44, George-st, Plymouth. Sols. Greenway and Adams, Plymouth
YALLOP, JAMES, lodging-house keeper, Lowestoft. Pet. Jan. 13. Feb. 5, at twelve, at office of Sol. Archer, Lowestoft
YOUNGE, RICHARD WILLIAM, comedian, Elgin-crescent, Nottinghill, and Theatre Royal, Norwich. Pet. Jan. 13. Jan. 29, at twelve, at office of Sol. Montagu, Bucklersbury

Gazette, Jan. 20.

ATKINS, WILLIAM, shoemaker, Abercarn. Pet. Jan. 10. Jan. 28, at one, at office of Sols. Messrs. Lloyd, Newport
ATKINS, MARTHA ANN, innkeeper, St. Osyth. Pet. Jan. 16. Feb. 7, at three, at the Fleece hotel, Colchester. Sol. Goody, Colchester
BAKER, WILLIAM, farmer, Skirbeck. Pet. Jan. 14. Feb. 3, at twelve, at office of Sols. Wise and Harwood, Boston
BECK, DAVID DAVISON, contractor, Crooked-la, and Vanbrugh-rd, East Greenwich. Pet. Jan. 3. Jan. 23, at twelve, at offices of Brett, Millford, Pattinson, and Co., public accountants, Leadenhall-st. Sol. Foster
BENNETT, EDWIN, foreman to a potato salesman, Brushfield-st, Spitalfields. Pet. Jan. 15. Jan. 30, at three, at office of Sol. Webster, Basinghall-st
BRAITHWAITE, JAMES, tin plate worker, Manchester. Pet. Jan. 15. Feb. 4, at three, at office of Sols. Addleshaw and Warburton, Manchester
BROOKS, GEORGE, engineer, Horsington. Pet. Jan. 14. Jan. 31, at two, at offices of Sol. Hobbs, Wells
BRUTON, EDWARD GEORGE, architect, Oxford. Pet. Jan. 7. Jan. 28, at eleven, at office of Sol. Bickerton, Oxford
BIDDLE, WILLIAM, out of employment, Thrussington. Pet. Jan. 16. Jan. 6, at twelve, at offices of Sols. Parsons and Bright, Eldon-chbs, Nottingham
BULLION, JAMES, and WILSON, REUBEN, wholesale grocers, Leicester. Pet. Jan. 15. Feb. 3, at three, at the Guildhall Coffee-house, Gresham-st, London. Sol. Haxby, Leicester
BULL, BENJAMIN, carpenter, Bury St. Edmunds. Pet. Jan. 15. Feb. 2, at ten, at the Guildhall, Bury St. Edmunds. Sol. Grosse
BURR, WILLIAM ALFRED, and BURR, ARTHUR, merchants, Gracechurch-st. Pet. Jan. 16. Feb. 12, at three, at the Guildhall tavern, Gresham-st. Sol. Clark, King-st, Cheapside
BUTLER, BENJAMIN, out of business, Northfield. Pet. Jan. 16. Feb. 3, at 12, at offices of Sol. Fallows, Birmingham
CARTER, GILES, plumber, Barnstaple. Pet. Jan. 17. Feb. 4, at twelve, at office of Sol. Thorne, Barnstaple
CHENEY, WALTER JOSEPH, watchmaker, Manchester. Pet. Jan. 16. Feb. 2, at three, at the Queen's hotel, Birmingham. Sols. Addleshaw and Warburton, Manchester
CHUDLEIGH, WILLIAM, wool dealer, South Molton. Pet. Jan. 14. Feb. 4, at two, at office of Sol. Thorn, Barnstaple
CLINNICK, RICHARD, grocer, Gwennap. Pet. Jan. 13. Jan. 29, at twelve, at office of Sol. Cock, Truro
COLLINSON, CHARLES, earthenware manufacturer, Burslem. Pet. Jan. 9. Jan. 28, at eleven, at office of Sol. Heaton, Burslem
COLLS, HENRY, sen., and COLLS, HENRY, jun. Pet. Jan. 17. Feb. 6, at three, at offices of Sols. Rowlands and Bagnall, Birmingham
DEMETRIUS, GEORGE, boarding-house keeper, Liverpool. Pet. Jan. 16. Feb. 6, at three, at office of Sol. Fonton, Liverpool
DIXON, GEORGE, husbandman, Patterdale. Pet. Jan. 15. Feb. 6, at two, at office of Sol. Bolton, Kendal
DUNLOP, JOHN, auctioneer, White Hart-ct, Bishopsgate-st, and Stansfield-rd, Brixton. Pet. Jan. 16. Feb. 12, at two, at office of Sol. Briant, Old Broad-st
DUNN, RICHARD, general dealer, Wolverhampton. Pet. Jan. 15. Jan. 30, at three, at the Star and Garter hotel, Wolverhampton. Sol. Dallow, Wolverhampton
EASTWOOD, JOSEPH, corn dealer, Chippenham-ter, Paddington. Pet. Jan. 13. Jan. 29, at three, at office of Sol. Webster, Basinghall-st
EDKINS, JOHN, general dealer, Henley-in-Arden. Pet. Jan. 12. Jan. 29, at twelve, at office of Sol. Fallows, Birmingham
FREEMAN, WILLIAM, farmer, Lower Stonnall, near Walsall. Pet. Jan. 16. Feb. 2, at twelve, at office of Sols. Barnes and Russell, Lichfield
FLUX, THOMAS, farmer, Arreton. Pet. Jan. 15. Feb. 3, at eleven, at office of Sol. Hooper, Newport
FRANCIS, EDWARD, grocer, Wrexham. Pet. Jan. 16. Jan. 31, at eleven, at 22, Regent-st, Wrexham. Sol. Hughes
GILLSON, ROBERT, fruit salesman, Crown-ct, Covent-gdn. Pet. Jan. 15. Feb. 9, at eleven, at office of Sol. Roberts, Clement's-inn
HARDY, EDWIN EDWARD, linen draper, Colyton. Pet. Jan. 12. Jan. 28, at eleven, at office of Sol. Hirtzel, Exeter
HARVEY, WILLIAM, out of business, Bruce-row, Bromley-by-Bow, Pet. Jan. 14. Feb. 9, at three, at office of Sols. Messrs. Bastard Brabant-ct
HADFIELD, JOHN, bookkeeper, Bury. Pet. Jan. 16. Feb. 4, at three, at the Commercial hotel, Manchester. Sol. Hadfield
HINDSON, JOSEPH, grocer, Carlisle. Pet. Jan. 15. Feb. 2, at two, at the Crown and Mitre hotel, Carlisle. Sol. Wannop, Carlisle
HAYTER, FREDERICK, grocer, High-st, Mortlake. Pet. Jan. 16. Feb. 2, at eleven, at office of Sols. Messrs. Anderson, Ironmonger-la
HOARE, JOHN, grocer, Charlotte-pl, Mile-end New-town. Pet. Dec. 31. Jan. 27, at eleven, at office of Hunter, London-wall. Sol. Ede, Clement's-la, Lombard-st
JARRAD, WILLIAM AMOS, watchmaker, Southampton. Pet. Jan. 9. Jan. 27, at three, at the Guildhall coffee-house, Gresham-st. Sol. Kilby, Southampton
JONES, JOHN, smack owner, Gorleston. Pet. Jan. 16. Feb. 2, at twelve, at office of Sol. Clarke, Great Yarmouth
KING, JOSEPH, baker, Oxford. Pet. Jan. 9. Jan. 30, at two, at office of Sol. Swearse, Oxford
LARK, ROBERT FRANCIS, tailor, Great Yarmouth. Pet. Jan. 16. Feb. 6. at twelve at office of Sol. Wiltshire, Great Yarmouth
LOVETT, GEORGE, coal merchant, Runcorn. Pet. Jan. 16. Feb. 2, at eleven, at office of Sol. Linaker, Runcorn
LUCAS, BENJAMIN, jun., bricknaker, Eastham. Pet. Jan. 14. Feb. 2, at two, at the Swan hotel, Tenbury. Sol. Crowther, Kidderminster
LORDING, WILLIAM, licensed victualler, Old Dover-rd, Blackheath, and farmer, Kidbrook, Blackheath. Pet. Jan. 17. Feb. 7, at eleven, at office of Sol. Kilsby, Cheapside
MAGER, LUDWIG, baker, Copley-st, Stepney-green. Pet. Jan. 16. Feb. 6, at three, at office of Sol. Boulton, Northampton-square, Clerkenwell
MALIN, THOMAS BAYES, boot dealer, Birmingham. Pet. Jan. 15. Jan. 29, at ten, at office of Sol., East, Birmingham
MANFIELD, HENRY ARTHUR, pickle manufacturer, Poland-st, Oxford-st. Pet. Jan. 7. Jan. 27, at three, at 6, Beaufort-bldgs, Strand. Sol. Lind
MEDD, THOMAS, tailor, Middlesborough. Pet. Jan. 13. Jan. 29, at eleven, at office of Sol. Dobson, Middlesborough
MILLS, THOMAS, and MILLS, GEORGE, military tailors, Greensend, Woolwich. Pet. Jan. 16. Feb. 13, at twelve, at office of Sol. Buchanan, Basinghall-st
MORRISY, JOSEPH, joiner, Salford. Pet. Jan. 17. Feb. 3, at three, at office of Sol. Hampson, Manchester
NORMAN, FRANCIS HENRY, outfitter, Briton Ferry. Pet. Jan. 13. Jan. 31, at three, at office of Sols. Simons and Plews, Merthyr Tydfil
PAGE, GEORGE SYDNEY, brewer, Dover. Pet. Jan. 17. Feb. 5, at three, at the City Terminus hotel, Cannon-st. Sol. Knocker, Dover
PICKARD, SAMUEL, builder, Leeds. Pet. Jan. 16. Feb. 2, at two, at office of Sols. Simpson and Burrell, Leeds
PICKERING, THOMAS, grocer, Burniston. Pet. Jan. 14. Feb. 3, at two, at office of Sol. Spurr, 30, Queen-st, Scarborough
PIDGEON, JAMES, wine merchant, Beaumaris. Pet. Jan. 12. Jan. 31, at twelve, at the Queen's hotel, Chester. Sol. Roberts, Beaumaris
PLANT, JOHN, boot manufacturer, Birmingham. Pet. Jan. 12. Jan. 27, at twelve, at office of Sol. Fallows, Birmingham
PRING, PHILIP EDWIN, journeyman baker. Basnett-grove, Lavender-hill, Wandsworth. Pet. Jan. 13. Feb. 6, at eleven, at office of Sols. Sandom and Kersey, Adelaide-chmbs, Gracechurch-st
PRINCE, CHARLES HENRY, grocer, Chorley. Pet. Jan. 17. Feb. 10, at two, at offices of Sols. Chew and Sons, Manchester.
REYNOLDS, RICHARD, stone merchant, Weymouth, and Nine Elms, Vauxhall, London. Pet Jan. 19. Feb. 4, at eleven, at the Guildhall Coffee-house, London. Sol. Howard, Melcombe Regis
ROCH, JAMES, grocer, Narberth. Pet. Jan. 17. Feb. 2, at one, at the Townhall, Carmarthen. Sol. Lloyd, Haverfordwest
ROWCLIFFE, WILLIAM, clerk to a riding master, Studley-road, Stockwell. Pet. Jan. 17. Feb. 4, at two, at office of Sol. Oblein, Queen Victoria-st, E.C.
SARSHOTT, HENRY BARTLET, cooper, Winchester. Pet. Jan. 17. Feb. 2, at one, at office of Sols. Lee and Best, Lincoln's-inn-fields
SHIRLEY, WILLIAM, tailor, Brighton. Pet. Jan. 15. Feb. 3, at three, at office of Sol. Brandreth, Brighton
SIMON, ALBERT MARTIN, pawnbroker, Birmingham. Pet. Jan. 16. Feb. 2, at eleven, at offices of Sol. Cottrell, 104, Newhall-st, Birmingham
SMITH ALEXANDER FRANCIS, victualler, Jamaica-level, Bermondsey. Pet. Jan. 19. Feb. 18, at two, at office of Sols. Nash, Field, and Layton, Suffolk-la, E.C.
SPARROW, FRANK JOHN, carrier, Birmingham. Pet. Jan. 16. Jan. 28, at four, at office of Sol. Parry, Birmingham
SPURR, WILLIAM HENRY, estate agent, Manchester. Pet. Jan. 17. Feb. 9, at three, at office of Sol. Sampson, Manchester
STANDLEY, HENRY, shoe manufacturer, Kettering. Pet. Jan. 15. Jan. 31, at eleven, at offices of Sol. Jeffery, Northampton
STENNING, JOHN, shoemaker, West Bromwich. Pet. Jan. 13 Jan. 31, at eleven, at offices of Sol. Topham, West Bromwich
TEBBY, ALFRED, provision dealer, Liverpool. Pet. Jan. 17. Feb. 7, at two, at office of Sol. Lowe, Liverpool
THOMPSON, THOMAS, house decorator, Turnham-green. Pet. Jan. 12. Jan. 28, at eleven, at office of Sol. Marshal, King-st, West Hammersmith
TIER, FREDERICK FIGG, innkeeper, Birdham. Pet. Jan. 16. Feb. 4, at three, at the Dolphin hotel, Chichester. Sol. Janman, Chichester
TRANTER, JOSEPH, provision dealer, Birmingham. Pet. Jan. 16. Jan. 31, at ten, at office of Sol. East, Birmingham
VAN NIEROP, SOLOMON ISAAC, butcher, Walworth-rd. Pet. Jan. 8. Feb. 4, at three, at office of Sol. Jonas, King's Bench-walk, Temple
VERNALL, GEORGE, out of business, Great Malvern. Pet. Jan. 15. Feb. 4, at three, at office of Sol. Pitt, Worcester
WARREN, CHARLES, furniture dealer, Homer-st, Marylebone. Pet. Jan. 15. Feb. 2, at four, at office of Sol. Pain, Marylebone-rd
WALKER, HENRY WILLIAM, bootmaker, Crescent-pl, Mathias-rd, Stoke Newington-green. Pet. Jan. 16. Feb. 4, at twelve, at office of Sol. Nind, St. Benet-pl, Gracechurch-st
WARNER, WILLIAM, miller, Worcester. Pet. Jan. 15. Jan. 28, at office of Sol. Tree, Worcester
WESTWELL, JOSEPH, joiner, Blackburn. Pet. Jan. 13. Jan. 28, at a quarter-past ten, at office of Sol. Marriott, Blackburn
WHITE, CHARLES, baker, Liverpool. Pet. Jan. 15. Feb. 6, at two, at office of Vine, accountant, 62, Dale-st, Liverpool. Sol. Crozier, Liverpool
WILKINSON, MATTHEW, solicitor, Peterborough. Pet. Jan. 16. Feb. 3, at twelve, at offices of Sol. Gaches, Peterborough
WOOD, JOSEPH FREDERICK, shopkeeper, Barnsley. Pet. Jan. 15. Jan. 31, at three, at offices of Sol. Freeman, Barnsley

Dividends.

BANKRUPTS' ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Benn, J. and *Benn*, H. cloth manufacturers, first, 20s. At office of Dean, Gordon, and Hinde, accountants, 23, Albion-st, Leeds.—*Blackburn, Sch field*, and *Schofield*, cotton brokers, second and final, 7½d.; third and final, 4½d. At Trust. H. Bolland, 10, South John-st, Liverpool.—*Carter*, J. manufacturer, third and final, 1s. 3½d. At Trust. C. H. Wade, St. Andrew's-chmbs, Albert-sq, Manchester.—*Chadwick*, J. H. cotton spinner, 1s. 6¼d. At Trust. J. Kerr, 28, Faulkner-st, Manchester.—*Hime* and *Anthony*, cotton brokers, fifth and final, 6½d. At Trust. H. W. Banner, 24, North John-st, Liverpool.—*Jennings*, J. R. farmer, first, 7s. At the National Provincial Bank, Cornhill, Ipswich.—*Kidd*, S. G. seed crusher, second, 6d. At Carlill and Burkinshaw, 4, Parliament-st, Hull.—*Moore*, W. H. wine merchant, second, 1s. At Becke and Green, 20, Market-sq, Northampton.—*Parrish* and *Hossarth*, ironmongers, final, 2s. 9d. At Sols. Saunders and Bradbury, Birmingham.—*Sanders*, H. tailor, first and final, 1s. 3d. At Trust. J. Huggins, 194, High-st, Exeter.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BENNETT.—On the 18th inst., at Marksdanes, Bruton, the wife of William Bennett, solicitor, of a son.
CLARE.—On the 19th inst., at East Sheen, Surrey, the wife of Octavius Leigh Clare, Esq., barrister-at-law, of a daughter.
FARDELL.—On the 16th inst., at 1, Upper Brunswick-place, Brighton, the wife of George Fardell, Esq., barrister-at-law, of a daughter.
MELLOR.—On the 18th inst., at 36, Gloucester-terrace, Hyde-park, the wife of James R. Mellor, Esq., barrister-at-law, of a daughter.
SUTTON.—On the 16th inst., at 36, Pembroke-road, Kensington, W., the wife of Henry Sutton, Esq., barrister-at-law, of a daughter.

MARRIAGES.

READ.—VAUTIER.—On the 15th inst., at Kenwyn, Cornwall, by the Ven. Archdeacon Phillpotts, Chancellor of the Diocese, assisted by the Rev. George Woollcombe, Rector of St. Mewan, Oddon Frederick Read, of Thetford, solicitor, to Amy, youngest daughter of the Rev. Richard Vautier, Rector of Kenwyn and Kea.

DEATHS.

HALY.—On the 10th inst., at Queensborough-terrace, W., aged 55, William Taylor Haly, Esq., of the Middle Temple, barrister-at-law.
PRATT.—On the 6th inst., at Wootton Bassett, Wilts, aged 76, James Pratt, solicitor.
STURGE.—On the 4th inst., at 24, The Grove, Boltons, S.W., aged 34, Lewis Joseph Sturge, of the Inner Temple, barrister-at-law.

To Readers and Correspondents.

A. G. W.—A table of cases such as you refer to will be found at the beginning of each volume of the LAW TIMES Reports.
Anonymous communications are invariably rejected.
All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.

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The Law and the Lawyers.

A CASE which will be of service to County Court Judges in conducting the equity business of their courts was decided by Vice-Chancellor MALINS on Monday last. A plaint had been filed in the Lambeth County Court, and there was the usual allegation that the value of the property did not exceed £500. An objection was raised when the cause came on for hearing that the value of the property was over £500, and a valuer was called who so deposed. The learned County Court Judge found as a fact that the value was over £500, and thereupon, instead of ordering the cause to be transferred to the Court of Chancery, dismissed the plaint with costs. The question turned on sect. 9 of the Act of 1865 and sect. 14 of the Act of 1867. These two sections, the VICE-CHANCELLOR said, must be taken as standing together, and it was clearly, therefore, the duty of the County Court Judge to transfer the cause to the Court of Chancery. His HONOUR considered the case similor to that of *Birks* v. *Silverwood* (L. Rep. 14 Eq. 101; 27 L. T. Rep. N. S. 18), and the appeal against the decision of the County Court Judge was allowed, but as no application had been made at the hearing to transfer the cause, no costs of the appeal were given.

ONE or two of the Judges make a practice of receiving citations from the LAW TIMES Reports with hesitation, and Mr. Justice BLACKBURN has more than once objected that they are not "of the highest authority." No ground has been alleged, to our knowledge, for such an aspersion, whereas the LORD CHIEF JUSTICE of ENGLAND has on one occasion at least commended the ability with which cases, to be found in those reports only, are reported. We think it only due to as able a staff of reporters as the Bar of England can furnish, to say that editorially we have constantly occasion to admire the extraordinary care and skill employed in the service of the LAW TIMES Reports. We make no invidious distinctions, but from the nature of things we believe that in bankruptcy these reports are simply indispensable, and are received as authority—as they certainly are in all the courts throughout the provinces. With regard to speed, coupled with fulness, the LAW TIMES Reports are without a rival. We have the testimony of large numbers of members of the Bar to the great usefulness and value of our reports, and the objection that they are not "of the highest authority" ought not to be advanced without specific grounds. From the excessive care which is devoted to revision, we believe we may say that the reports are as absolutely perfect as they can be made consistently with the rapidity with which they are produced, and moreover that this rapidity of production detracts very slightly from the accuracy which is, of course, essential.

ADVOCATES who have been retained in any way connected with the Tichborne Defence would appear to have been seized with an extraordinary mania for being irregular and insulting dignitaries. The *Albany Law Journal*, quoting a scene between Dr. Kenealy and the Court, which we published sometime since, taunts us with our boasted regard for decorum, and observes that had counsel in America ventured to be equally insolent, he would have received something more than a lecture. Our contemporary, we think, overlooks the difficulty of doing anything more than lecture under the circumstances. To have committed counsel for the defence in the middle of his address, or indeed at any period of his progress in the case, would have had a most unfortunate effect. The disposition to make inopportune and insolent observations has, however, shown itself outside the Court of Queen's Bench, and at Bow-street we have seen the extraordinary spectacle of an attorney addressing a magistrate, but extending his remarks to "the body of men from which English juries are drawn" in anticipation of the commitment of his client. The Luie prosecution going on concurrently with the prosecution of the Claimant has encouraged the attempt to rebut the rebutting evidence of the Crown, and has tended to complicate the already extraordinary conditions under which great efforts are being made to administer the law of the country.

AN interesting question of bankruptcy law was raised in the cross actions of *Megrath* v. *Gray* and *Gray* v. *Megrath* in the Common Pleas on the 12th instant, namely, whether the liquidation and discharge of one of two joint debtors releases his co-debtor. In the first action it appeared that GRAY was indebted to MEGRATH in a balance of 64*l.* 8*s.* 11*d.* for goods sold; that MEGRATH and H., who traded in partnership down to May 1870, had bought goods of GRAY, for which they had given him two acceptances of 249*l.* 19*s.* 1*d.* and 167*l.* 7*s.*, which GRAY had discounted with the Adelphi Bank of Liverpool; that H. (who upon the dissolution of the partnership had undertaken to pay the debts of the firm) filed a petition under sect. 126 of the Bankruptcy Act 1869, and paid 10*s.* in the pound; that GRAY afterwards filed a petition for liquidation by arrangement under sect. 125, and under a resolution paid his creditors 9*s.* in the pound, and got an assignment of the debts and effects from the trustee; and that the Adelphi Bank received both dividends, and in January 1872, gave up the two bills to GRAY. The first question was whether the discharge of H. in his liquidation by arrangement was a release of MEGRATH, his solvent co-debtor, or whether such discharge released only H., leaving MEGRATH to be the sole debtor; secondly, if the latter, whether the interest of GRAY in the right of action against MEGRATH was re-transferred to GRAY under his liquidation by arrangement, or was still in his trustee, or had lapsed, or was legally in his trustee but held by him as trustee for GRAY.

The Court held that the general enactments in sects. 49 and 50 of the Bankruptcy Act 1849, apply to the discharges under sects. 125 and 126, and the rules and forms applicable to them; that the word "bankrupt" in sects. 49 and 50 is to be read as applicable to any debtor obtaining an order of discharge under the statute; that an order of discharge, whether in pure bankruptcy, or under a liquidation by arrangement under sect. 125, or under a composition under sect. 126, releases only the debtor in whose favour it is given, and leaves his solvent co-debtor liable to be sued separately by a joint creditor who had been a party to the release of the insolvent debtor; and, consequently, that the discharge of H. did not release MEGRATH, but left him liable to a separate suit by GRAY.

THE Bar will be strongly represented in the coming elections. We shall probably omit some names which we have not recognised, but we already notice the following, which are familiar: Mr. Joseph Napier Higgins, Q.C. (Evesham), Mr. C. P. Butt, Q.C. (Tamworth), Mr. H. Giffard, Q.C. (Cardiff), Sir John Karslake, Q.C. (Huntingdon), Mr. W. Forsyth, Q.C. (Marylebone), Mr. M. Lloyd, Q.C. (Beanmaris), Mr. G. O. Morgan, Q.C. (Denbighshire), Mr. H. Lopes, Q.C. (Frome), Mr. J. J. Powell, Q.C. (Gloucester), Mr. W. H. West, Q.C. (Ipswich), Mr. J. Torr, Q.C. (Liverpool), Mr. T. Hughes, Q.C. (Marylebone), Mr. Huddleston, Q.C. (Norwich), Mr. W. E. Dowdeswell, Q.C. (Worcester, West), Mr. Swanston, Q.C. (Portsmouth), Mr. Kay, Q.C. (Salford), Mr. Serjt. Spinks (Oldham), Sir W. Harcourt (Oxford), Mr. H. T. Cole, Q.C. (Penryn), Mr. R. M. Kerr (Peterborough), Mr. Holker, Q.C. (Preston), Mr. G. J. S. Lefevre, Q.C. (Reading), Sir R. Baggallay (Mid-Surrey), Sir H. James (Taunton), Sir T. Chambers, Q.C. (Marylebone), Mr. Clement Milward, Q.C. (Christchurch), Mr. S. D. Waddy (Barnstaple), Mr. R. J. Biron (Canterbury), Hon. G. T. Kenyon (Denbigh District), Mr. F. C. Inderwick (Dover), Mr. M. Howard (Lambeth), Mr. Wheelhouse (Leeds), Hon. E. Stanhope (Lincolnshire), Hon. R. Bourke (Lynn Regis), Mr. Gainsford Bruce (Newcastle-on-Tyne), Mr. C. G. Merewether (Northampton), Mr. Jenkins (Penryn), Mr. Wrensfordsley (Peterborough), Mr. Marriott (Peterborough), Sir G. Young (Plymouth), Mr. W. T. Charley (Salford), Mr. Straight (Shrewsbury) Mr. W. Grantham (East Surrey), Mr. Cohen (Lewes), and Mr. A. G. Marten (Cambridge).

THE doctrine of constructive notice is one which is not to be extended, and the limit of its operation has again been defined in *Cavander* v. *Bulteel* (29 L. T. Rep. N. S. 710). There two persons purchased a piece of land which was conveyed to them as tenants in common, subject to a joint power of appointment in the two purchasers. They erected thereon premises for the purposes of a business which they carried on in partnership, and the articles of partnership made the premises partnership property. In 1866 one of the partners mortgaged one undivided moiety of the premises to the bankers of the firm to secure repayment of an advance made to him. In 1870 the partnership was dissolved. The other partner filed a bill against the bankers claiming priority over their mortgage in respect of sums advanced by him to his firm. Vice-Chancellor WICKENS, being of opinion that it was not proved that the bankers knew that the premises were in the joint occupation of the two partners, decided against the plaintiff. But on appeal this decision was reversed, one of the bankers being examined in court, and admitting that they knew that the premises were in the joint occupation of the plaintiff and his partner for the purposes of their business. This knowledge, the LORDS JUSTICES considered, brought the case within the doctrine of *Daniels* v. *Davison* (16 Ves. 249). There Lord ELDON held that the purchaser of a property which was in possession of a lessee was bound by constructive notice of an agreement by the latter to purchase the reversion. Mr. ROBINSON, in his Law of Priority, regards this as an extreme case, but adds "The decision would, however, seem to come within the general principle of constructive notice—namely, that a person who makes no inquiry whatever shall be deemed to have notice of what, by the exercise of ordinary diligence, he would presumably have learned." Lord Justice JAMES considered that *Cavander* v. *Bulteel* was a stronger case than *Daniels* v. *Davison*, "for it would be much more reasonable to expect a mortgagee or purchaser to make inquiries in a case like this, than that he should inquire into the interest of every tenant on the estate in the case of an ordinary mortgage or sale."

WHEN an Election Judge gives a decision, setting forth all his reasons, it is perhaps more unreasonable to take exception to it than it is to differ from the finding of a jury. In declaring Sir HENRY JAMES duly elected for Taunton, Mr. Justice GROVE will receive universally the credit of having weighed with scrupulous care the evidence laid before him, and to have performed with careful impartiality the functions of a juryman. His Lordship found, as many Judges have found before, the difficulty of defining agency, and he even anticipated that objection might be taken to the approximate limitation which he expressed. At this particular juncture—when time is short and many acts may be done in haste which would not be done if there were more time for deliberation—the judgment of Mr. Justice GROVE is of large importance. He goes to this extent—that the question of agency is one to be determined by the evidence in each particular case; that the candidate must have placed himself in the hands of persons authorised by his agents to canvass; and that mere non-interference with persons who, feeling interested in the success of a candidate, may act in support of his canvass, is not sufficient to saddle the candidate with any unlawful act of theirs of which the tribunal is satisfied he or his authorised agent is ignorant. It is extremely difficult to follow the learned Judge in his examination of the evidence on this basis, because if we differed from him in his method of argument, we might possibly arrive at a conclusion different from that at which he has arrived, and it is no part of a journalist's duty to consider decided issues of fact. The doctrine of partisanship is, however, in our opinion a dangerous one, and if it is to prevail it will be very easy for candidates to reap all the advantages of corrupt agency without the inconveniences. A candidate has only to employ a single agent and shut his eyes to all the acts of self-appointed canvassers, whilst, however, adopting and ratifying all their work, and he will escape. And further than this, according to Mr. Justice GROVE, if it plainly appear that by someone or other a great deal that is prohibited by statute has been committed, the acts must be proved. Under this ruling a constituency might be demoralised and tainted to the core, but if specific acts are not proved the election stands. We confess that we prefer the broader definitions of Baron MARTIN, and we anticipate that if the law of agency is narrowed to suit the evidence in each particular case, it will be very easy to fritter away the doctrines which have been established and make bribery under the Ballot almost impossible of punishment.

THE end of the speech of Mr. HAWKINS in the *Tichborne* case, and the opening of the summing up of the LORD CHIEF JUSTICE, furnish us with perhaps the most scathing denunciation of a member of the English Bar which is to be found in the records of forensic oratory. Mr. HAWKINS has risen to a height which his greatest admirers did not consider him capable of attaining to. The patience on the part of the Judges which he took occasion to commend and to wonder at, would appear, however, to represent an amount of suppressed indignation which language is really inadequate to convey. This has now burst forth, and let those who, in the future, may deem it courageous to insult the English Bench, read the following, and, we say again, as we have said before, take warning:

This has been a painful case, among others, by reason of the course that has been pursued in the conduct of the defence. It is most distressing for a Judge who presides over a trial to find himself in frequent conflict with the learned counsel engaged in the case. That has been the case, unfortunately, over and over again in the course of this inquiry, and the Judge cannot fail to be conscious that to a bystander, who only sees the case on the surface, it may have the effect of creating a suspicion of partiality and prejudice pervading the Judge's mind. When point after point, either of attack or defence, is taken of a most frivolous and untenable character, the Judge has no alternative but to overrule them, and when they are multiplied, either through ignorance of the law, or, as was the case here, from a desire to produce an effect on the outside world, and lead them to think that the counsel was unfairly treated, the Judge in such cases must do his duty regardless of the consequences. In this case we have had to interfere to correct the misstatements or misrepresentations which we could not allow to pass unnoticed. When witnesses are misrepresented and their statements are distorted; when facts are perverted, and when dates are set at nought, not for the purpose of argument, but in order to lay the foundation for foul imputations and unjust accusations against parties and witnesses, and to send forth invective and foul slime wherewith to blacken the character of men whose reputations have hitherto been without reproach, it is impossible for the Judge to remain silent. It is not enough to say that a Judge should wait and set counsel right at the end of his address, but in a case like this it was impossible for the Judge to remain silent until the end in order to correct the impression that must have gone forth fatal to the honour and character of persons thus assailed, and which must have inflicted wounds which possibly never could have been healed. In ordinary cases, in the heat of argument, in the fervour of oratory, or in the zeal with which learned counsel engage in a case, the strict bounds of propriety will occasionally be overstepped, but for the honour of the Bar of England they are very rare indeed, and then a word or a hint from the Judge is sufficient to restrain overflowing zeal within its proper and legitimate bounds. Here the Judges have been assailed by continual disrespect and insult, and by covert allusions to Scroggs and Jeffreys, Judges of infamous repute, but if the spirit of those Judges had animated the present administrators of justice, the learned counsel would have speedily been laid by their heels. We have also been charged with interfering with the liberties and privileges of the Bar, but I will undertake to say there are no three Judges on the Bench to whom the liberty of the Bar is more dear and sacred than to my learned brothers and myself. We know full well that the freedom of the Bar is essential to the administration of justice, and it will be an evil day indeed for this country whenever it is interfered with. It might be argued that this single case is the single exception which, perhaps, would prove the rule—but is that so? What, interfere with the liberties of the Bar in checking the licence of unscrupulous abuse, in restraining remarks which amounted to misstatement and slander! The Bar is the most noble-minded and generous-spirited body in the world, and has never claimed the right to slander as one of their privileges or considered the restraint of undue licence an interference with their rights. Never, I trust, will slander be considered a weapon in their armoury to be used in their advocacy. Here unfortunately the living and the dead have been equally aspersed, and there never was, in the history of jurisprudence, a case in which so much invective and abuse have been used. I trust it will never occur again.

ASSIGNMENTS OF CHOSES IN ACTION BEFORE AND AFTER INSOLVENCY.

THERE has been some conflict of decision in recent years as to the claims of mortgagees and transferees of an insolvent before and after insolvency as against assignees, and the cases were reviewed in a decision given by Vice-Chancellor Hall last term in the case of *Semphill* v. *The Queensland Sheep Investment Company (Limited)*. There the facts were these: Hickey, a domiciled Australian, agreed to sell an estate to the Queensland Company, but previously to the execution of the agreement he assigned half his interest under it to one Wright. Hickey became insolvent in Australia, and an official assignee was appointed there. Subsequently Wright gave notice to the company of his assignment, and afterwards the official assignee gave the company notice of the insolvency. The notice given by Wright was held to be inoperative as against the official assignee (29 L. T. Rep. N. S. 737.) The position there will be seen to have been this: Notice given by Wright after the insolvency of Hickey, but before the official assignee had given notice of the insolvency. Notice having been given by Wright after the insolvency, could he be in as good a position as if he had given notice before the insolvency, simply because the official assignee delayed giving his notice until after Wright had given his? We shall briefly consider the authorities presently. Upon principle and the balance of authority the Vice-Chancellor came to the conclusion that notice after bankruptcy or insolvency is inoperative as against the bankrupt or insolvent, in the case of the party giving notice claiming under a title acquired previously to the bankruptcy or insolvency. His Honour said, "It would certainly be strange if such a person having omitted to give notice and thus left the property in the order and disposition of the bankrupt or insolvent, should be able immediately after the insolvency and bankruptcy to perfect his title and take from the general creditors that which he had led them to believe was the insolvent's or bankrupt's property and upon the faith of which the general creditors had dealt with him."

We quite agree with the learned Vice-Chancellor that "this would be against the spirit of the law, which is that persons who have unconscientiously intrusted the bankrupt with personal property under circumstances in which a false credit might be acquired in respect of such intrusting should, upon the bankruptcy, lose their their right to the property."

A word here about notice to assignees, which, in a collateral manner, affects the general question. Is there any necessity for an assignee of a bankrupt's interest, or a mortgagee of his property, to give notice to his trustee? Mr. Justice Willes pointed out in *Cooke* v. *Hemming* (18 L. T. Rep. N. S. 772), what indeed, we think, has always been clear as a legal principle, that notice to assignees or trustees in bankruptcy is necessary only to defeat the reputed ownership clause in the Bankruptcy Act. Assignees or trustees are not in the position of subsequent purchasers for value without notice.

A prominent case on the general question is *Stuart* v. *Cockerell* (23 L. T. Rep. N. S. 442), where the tenant for life of a fund in court mortgaged his interest, and afterwards became bankrupt. After the bankruptcy the mortgagee obtained a stop order on the dividends; the assignee in bankruptcy did not obtain a stop order, and the mortgagee was held entitled to priority over the assignee in bankruptcy. Vice-Chancellor Malins, in giving judgment in that case, said: "It is clearly settled by a line of authorities ending with *Bartlett* v. *Bartlett* (1 De G. & J. 127), that if the assignee of a *chose in action* omits to give notice of the assignment to the debtor or trustee, or, in the case of a fund in court, to obtain a stop order, and the assignor becomes bankrupt, the *chose in action* remains in the order and disposition of the bankrupt with the consent of the assignee, and passes to the assignee in bankruptcy. The Vice-Chancellor had previously decided *Re Brown's Trusts* (17 L. T. Rep. N. S. 241), where one Brocklebank, in 1838, being entitled in right of his wife to a reversionary interest in a sum of stock standing in the names of trustees, became insolvent, and in the schedule of his assets filed under his insolvency he inserted such reversionary interest. No formal notice of the insolvency was ever given by the provisional assignee to the trustees of the fund, and no creditors' assignee was appointed until shortly before the hearing of the cause. In 1844 Brocklebank and his wife assigned the reversionary interest to a Mr. Burkitt to secure an annuity, and in 1849 mortgaged it to one Boston. Formal notice of these deeds was given to the trustees of the fund. Mrs. Brocklebank died in 1861, and the fund representing the reversionary interest being in court, a petition was presented by Boston for payment out. The Vice-Chancellor there said: "The true priuciple on which questions of priority depend is, that it is incumbent on all persons dealing with *choses in action* to do all that is in their power to perfect their title, and they do not do so unless they give notice to the persons in whose hands such property is." His Honour, said, moreover, "I think these questions of notice should not be left open to speculation, but that formal notice should be required," and he held that the mere fact of the trustees' solicitors knowing of the insolvency was not sufficient notice to the trustees to take the fund out of the disposition of the insolvent. The assignee was therefore postponed to the two mortgagees.

We may here mention that Vice-Chancellor Malins, in *Re Russell's Policy Trusts* (27 L. T. Rep. N. S. 706) declined to follow an earlier case of *Re Webb's Policy* (16 L. T. Rep. N. S. 529), and acted on *Stuart* v. *Cockerell*. In *Webb's* case it was decided that no act of an assignee for value of a *chose in action* done after the bankruptcy of the assignor can give effect to his assignment as against the assignees in bankruptcy, unless his title is perfected before the bankruptcy by notice to the legal holders of such *chose in action*. *Stuart* v. *Cockerell*, as we have seen, supports the proposition that by notice or a stop order subsequent to the bankruptcy the operation of the law as to reputed ownership may be prevented. In *Re Russell's Policy Trusts* a policy effected by A. on his life was mortgaged in 1860 without notice to the office. A. became bankrupt in 1862, and in 1868 joined in a transfer of the mortgage to B., who had no notice of the bankruptcy. After the death of A., B.'s solicitor gave notice to the office that this and other policies were mortgaged, and that he acted for the mortgagees, not naming them. Subsequently notice of the bankruptcy was given to the office. "The question is not," said his Honour, "between the assignee in bankruptcy and a general assignee, but between him and an assignee of the particular thing; and I can see no grounds for thinking that there is any difference between an assignee in bankruptcy and a particular assignee. The particular assignee loses priority by not giving notice, and the assignee in bankruptcy does the same thing."

Now as to these cases, Vice-Chancellor Hall points out that in *Re Webb's Policy* and in *Stuart* v. *Cockerell*, the assignments preceded the bankruptcy, and in *Brown's Trusts* and *Russell's Policy Trusts*, the assignment took place after the insolvency or bankruptcy, and His Honour said: "I apprehend a great distinction exists between a case in which the bankrupt or insolvent has made an assignment after the bankruptcy or insolvency, and a case in which he has done so previously to bankruptcy or insolvency. In the former case it may be that the bankrupt's or insolvent's assignee, having neglected to give notice, his title will be postponed. His omission to give notice enabled the bankrupt or insolvent to deal with the fund." There doubtless ought to be this distinction, and in *Re Tichener* (35 Beav. 317), where the assignment (which was by way of mortgage), preceded the bankruptcy, Lord Romilly held that the title of the bankrupt's assignee prevailed over the title of the mortgagee, although he gave notice, and in *Bartlett* v. *Bartlett* (1 De G. & J. 127), the assignee before bankruptcy who had given notice, was held not entitled as against the assignee in bankruptcy, although it does not appear that the assignee in bankruptcy had given notice.

Having thus considered all the cases, the conclusion of Vice-Chancellor Hall seems sound, as we have already given it, that notice after bankruptcy or insolvency is inoperative against the bankrupt or insolvent in the case of the party giving notice claiming under a title acquired previous to the bankruptcy or insolvency. And this is the view which in our issue of Feb. 1873 we expressed in opposition to the decision of Vice-Chancellor Malins in *Stuart* v. *Cockerell*.

ADMIRALTY JURISDICTION—DAMAGE TO CARGO.

A RECENT decision of the High Court of Admiralty has reopened the question of the jurisdiction of that court under the Admiralty Court Act 1861, sect. 6, over foreign vessels carrying goods into English ports. By that Act the court has "jurisdiction over any claim by the owner or consignee or assignee of any bill of lading of any goods carried into any port in England or Wales in any ship, for damage done to the goods or any part thereof by the negligence or misconduct of or for breach of duty or breach of contract on the part of the owner, master, or crew of the ship." The only limitation to the jurisdiction expressly provided by the Act is, that if any owner or part owner of the ship is domiciled in England or Wales the jurisdiction does not attach; otherwise the court may proceed in any such suit either *in rem* or *in personam*. It will be noticed that to confer the jurisdiction it is requisite that the goods should be "carried into any port in England or Wales," but as far as the plain meaning of the words is concerned, it is sufficient that the goods should be so carried; the Act does not in any way say that they are to be carried into such a port in pursuance of any contract, nor for the purpose of being there discharged. In spite, however, of the wideness of expression in the Act, various attempts have been made to limit the effect of the words just noticed.

In *The Bahia* (Bro. & Lush. 61), a foreign ship under charter to load goods abroad and deliver them abroad was forced into Ramsgate Harbour by stress of weather, and once there the master refused either to proceed to his destination or to deliver the cargo to the consignees at Ramsgate. The consignees thereupon instituted a suit *in rem* against the ship under the 6th section of the Admiralty Court Act. The shipowners entered an appearance under protest, and in the argument contended that the words "carried into any port" must mean "carried into any port under a contract by which the consignees were to finally discharge in that port." Dr. Lushington held, however, that as the master had brought the cargo into an English port and, whilst there was

guilty of a breach of contract in refusing to proceed to his destination, the court had jurisdiction over the suit. The effect of this decision, it will be noticed, was to pronounce that the court had jurisdiction over a ship whose contract of carriage did not in any way require the performance in English territory or within the jurisdiction of the court; but at the same time the jurisdiction was conferred by a breach of the contract committed within the jurisdiction, viz., the refusal to proceed. Another case on the subject was *The Kasan* (Bro. & Lush. 1), in which it was held, that a ship, which had loaded in an English port under a charter-party by which she was to carry and deliver an outward cargo for the charterers and on her arrival outwards ship and carry another cargo for the charterers, to an English port, was not within the meaning of the Act in respect of the outward cargo, and that the charterers could not on her return to this country proceed against her in respect of that cargo, because the words of the section could not be held to apply to goods exported from this country. The reason of this decision is not very obvious, because if the section was intended to give a remedy against foreign shipowners, non-resident here, it can scarcely be said that an owner of goods suffering from a breach of contract in respect of a charter-party covering both an outward and a homeward voyage, is not entitled to the same remedy when the whole contract is completed, as another whose goods are carried between two foreign ports, and who comes within the jurisdiction by accident. In *The Ironsides* (Lush. 458), the goods had been transshipped abroad, and were brought home by another ship, and the original ship, with whose owners the contract was made, was subsequently arrested on her arrival in this country on another voyage. It was there held that to give the court jurisdiction the goods must have been carried into the English port by the ship against which proceedings were taken. This ruling, with a modification introduced by a subsequent decision, seems to follow necessarily on the wording of the statute, for the suit lies for breach of contract, &c. on the part of the owner of "the ship," that is to say the ship mentioned in the earlier part of the section, which carried the goods into port. It is to be regretted that the jurisdiction is so restricted for the reason already mentioned, but the correctness of the ruling can scarcely be disputed. Not long after the above case the question again arose in *The Danzig* (Bro. & Lush. 107). There the master had in the course of his voyage thrown overboard part of the cargo, and it was objected that as the breach of contract alleged was in respect of this jettison, the goods could not be said to have been "carried into" port. Dr. Lushington, however, held that the words "carried into" must be read "carried or to be carried into" port. This decision, it would seem, was based entirely upon the fact that there was a contract by which the owner was bound to carry the goods into port, and that he broke this contract. It is true that part of the goods were carried into port under the contract, but still this case seems somewhat inconsistent with the last cited, because if the section covers goods "to be carried into" an English port, it ought to have covered the goods that were "to be carried into" port in the *Ironsides*, but were not. However, it may be said that there is a distinction between a case where a ship performs its contract in part by bringing the rest of the cargo to its destination, and the other where the contract is completed by a totally different vessel, and the delinquent ship never comes within the jurisdiction of the court at all in the performance of its contract. The decision in the *Bahia* was followed by the present learned Judge of the Admiralty Court in one of the cases arising out of the late Franco-German war (*The Patria*, 24 L. T. Rep. N. S. 849), where a master bound from America to Hamburgh put into Falmouth, and refused to proceed or to deliver at Falmouth.

From these decisions the following deductions are to be made: First, that for the purpose of giving jurisdiction it is not necessary that there should be a contract to deliver in England, provided that there is a carrying into an English port and a breach of contract there; secondly, that the carrying into port must be from a foreign (that is, not an English or Welsh) port; thirdly, that the ship, with whose owners the contract was made, must carry the goods or part thereof into port.

This being the state of the decided cases, the Court of Admiralty has recently had before it the question whether a carrying into an English port, the breach of contract charged not having occurred in that port, and the ship not being arrested at that time, but on its return on a subsequent voyage, would confer jurisdiction. In *The Pieve Superiore* (29 L. T. Rep. N. S. 702) it appeared that a shipowner had entered into a charter-party, by which he contracted to carry a cargo from Rangoon to any port in Great Britain or on the Continent, between Havre and Hamburg, as ordered, at one of several ports of call named, and to be selected by the master. Some of these ports of call were within the jurisdiction, others without. The master called at Falmouth for orders, and was duly sent to Hamburg, where he sent and delivered his cargo. On his return to Cardiff to load under another contract, the ship was arrested for breach of the former charter-party. It was objected that there was no carrying into an English port within the meaning of the Act; it was said that Falmouth, not being the port of destination, and there having been no breach of contract there, no jurisdiction accrued to the Court of Admiralty. Sir R. Phillimore held, however, that within the plain and ordinary meaning of the words of the Act, there was a carrying into an English port in pursuance of the charter-party, and that hence the court had jurisdiction. From this decision, there is now pending an appeal to the Privy Council, but as it is a pure question of law there can be no impropriety in calling attention to it.

The object of the statute is plain: it was intended to give a remedy to owners and consignees of goods brought here by ships whose owners did not reside in England. Formerly when a ship arrived in this country and discharged her cargo, in whatever condition it might be, and by whosever negligence it had got into that condition, she might leave the country without the unfortunate consignee having any remedy. It was useless to sue the master, and to attack the owners it would have been necessary to seek them out in their own place of residence. To remedy this evil the right of arresting the ship was conferred on the consignee, and this, of course, had the effect of compelling the shipowner to enter an appearance in a court here. Consignees no doubt have the right of bringing an action at common law in such cases, but then they cannot make the process of the court touch the delinquents. The arrest of the ship was necessary to give a full and complete remedy. The reason and good sense of this is obvious when applied to cases where the ship discharges or commits a breach of contract within the jurisdiction, and a little consideration will show it to be no less so when the ship comes during the performance of her contract in any way within the jurisdiction. In the first place it should be remembered that it is only consignees resident in England who are likely to take the benefit of the operation of the Act; secondly, any contract by virtue of which a master puts into an English port for orders, will be generally, if not always, an English contract; thirdly, the trade between England and the northern ports, is so great that for the purposes of commerce and the tribunals regulating that commerce, there ought to be equal facility of obtaining redress in any place where the consignee is able to sue; fifthly, the mere coming into port with the cargo is a submission to the English jurisdiction, which clearly ought, by the principle of reciprocity to give jurisdiction, on the ground that almost every nation in the world would, under similar circumstances, exercise the jurisdiction. It must be remembered that the procedure, in maritime matters at least, of all other nations than our own, is founded upon the civil law, which allows the proceeding *in rem*; hence in any continental or American port the ship would be arrested for breach of contract. This is a sufficient reason why, so long as the words of the statute allow it, the jurisdiction should be upheld. English consignees ought to have their remedy, even if they order their goods to be delivered abroad, and foreign shipowners ought not to be exempt from a process to which English ships are liable abroad. We can only express our hope that the Court of Appeal may see fit to confirm the judgment of the High Court of Admiralty.

GIFTS TO ILLEGITIMATE CHILDREN.

THE limits of the application of the rule or maxim of law, "*Qui damnato coitu nascuntur inter liberos non computentur*," have been defined, and to a great extent settled by a long series of recent cases, the general tendency of which, undoubtedly, is to admit illegitimate children to participate in the bounty of a donor or testator under expressions in a deed or will, or under extrinsic circumstances, which formerly would have been deemed inadequate for the purpose. From the decisions in *Wilkinson* v. *Adam* (1 Ves. & B. 422), and *Beachcroft* v. *Beachcroft* (1 Mad. 430)—to go back no further—down to that in *Occleston* v. *Fullalove*, decided during the present week, this general tendency may be clearly traced. By the case of *Crook* v. *Hill* (24 L. T. Rep. N. S. 488), one of the most valuable of the series, and subsequent to our remarks (LAW TIMES, vol. l. p. 495) on the decision therein by the Lords Justices, affirmed by the House of Lords, two points were made clear: First, that though the intention to include illegitimate children must be inferrable with certainty, by that expression is meant only moral as distinguished from mathematical or metaphysical certainty, *i.e.*, in point of fact a certainty appearing as such to a judicial mind; and secondly, that though future illegitimate children might be capable of taking as a class under the gift, that circumstance would not, *per se*, be conclusive against the admission of existing illegitimate children to participation.

The recent case of *Occleston* v. *Fullalove*, decided by the Lords Justices in opposition to the Lord Chancellor, carries this tendency in favour of illegitimate children to a length which we believe will be a surprise in the Profession. *Occleston* v. *Fullalove* was an appeal from a decision of the late Vice-Chancellor Wickens, which will be found reported 28 L. T. Rep. N. S. 615. It was elaborately argued before the full Court of Appeal in December last and judgment, which had been reserved, was delivered on the 26th inst. The facts briefly stated were these: James Occleston, by his will of the 9th July 1868, directed his trustees to pay a moiety of the rents and profits of his real and personal estate to his sister-in-law, Margaret Lewis, for life, and after her decease to stand possessed of a moiety of his said estates "for his re-

puted children, C. Occleston and E. Occleston, and all other the children which he might have, or be reported to have, by the said Margaret Lewis, then born, or thereafter to be born," at twenty-one or marriage. Margaret Lewis, with whom James Occleston had gone through the ceremony of marriage, was the sister of James Occleston's deceased wife. At the date of the will the two children named were living, and a third child, with whom Margaret Lewis was then pregnant, was born afterwards in the testator's lifetime. The Vice-Chancellor, following the view taken by Lord Romilly in *Pratt* v. *Matthew* (22 Beav. 328), held that the child born after the date of the will was not entitled to participate.

On the appeal the Lord Chancellor, while fully recognising that an illegitimate child *en ventre sa mère* at the date of the will might have taken, if aptly described, considered that, as in the case of *Pratt* v. *Matthew*, the child in question was only described as one of the class of future reputed children, and was not a *persona designata* at all. That also, as far as we can gather, was the view of the Lords Justices. The real difficulty and the real importance of the case, therefore, centred on the question whether all the reputed illegitimate children of the testator who might have come into existence prior to the testator's death could be allowed to participate. In other words, whether the date of the will or the death of the testator was the point of time to be regarded. The Lord Chancellor asserts that for the purpose of determining whether a devise or bequest in favour of illegitimate children contravenes public policy, the date of the will must be regarded. The Lords Justices say that the will being totally inoperative during the life of the testator, and its contents possibly or probably known to himself alone, no rule of public policy can be infringed, and that the will is of precisely the same force and effect as if it had been re-executed and re-attested at the last moment of the testator's life, and that all the children who had then acquired the reputation of being the testator's would be entitled. They admit agreeing with the Lord Chancellor that a provision by deed in favour of future illegitimate children would be void, as tending to facilitate concubinage and the procreation of bastards, but deny that a provision by will would have a similar tendency. They do not, however, appear to be able to adduce a single authority in which such a distinction has been acted on or even hinted at, which the decision of Lord Macclesfield in *Metham* v. *The Duke of Devon* (1 P. W. 529) seems entirely adverse.

The conflicting judgments of the Lord Chancellor and his coadjutors will be read with great interest. That of the Lord Chancellor strikes us as being a clear, calm, and altogether admirable statement of the law on the subject. We say of the law, for we believe that the question raised in *Occleston* v. *Fullalove*, if carried before the ultimate Court of Appeal, will be decided in accordance with the views of Lord Romilly, Vice-Chancellor Wickens, and Lord Selborne. We hold that the law will not contemplate the procreation of future illegitimate children, or allow them as such, to be the objects of bounty.

We hold that on the expressions of the particular will and the surrounding circumstances, the testator intended a gift to illegitimate children who were reputably his; that, as Lord Colonsay says, it is impossible to provide for future illegitimate children as such "by any form of words," that the testator made the gift to his "reputed children," because of his paternity, and because he was assured that they would not gain the reputation of being his children without being so in reality—such children being by reason of the affinity between himself and Margaret Lewis necessarily illegitimate; that a provision for such children by will differs only in degree and not in its essential nature from a gift by deed; that a testator sitting down to provide for future concubinage and its probable results, must be considered as doing so *turpi animo*, and contemplating—perhaps to some extent compounding with his own conscience for—a course of conduct which if he chooses to contemplate, the law will not, but will do all in its power to discountenance. We hold, however, that where a will is made in favour of a class of future children, it is a perverse mode of construction to take the death of the testator as a standpoint, and then to read the will as if it had been re-executed or confirmed by codicil at the testator's death, and by this process, ingenious, but as we think wholly unwarranted, to convert a gift to a class of future illegitimate children who as such cannot take, into a gift to existing individuals who can. For certain purposes no doubt a will is read as if executed at the death of the testator; this, however, is not one of them. In order to ascertain the intention of the testator as to the objects of his bounty, and the mode in which they are to receive it, the court has not merely to sit in the testator's chair for the purpose of ascertaining his intention, but in so sitting must take its survey at the same point of time as the testator took his—*i. e.*, at the date of his will, and not at any other time, before or after. The opinion of the Lord Chancellor is fortified by the opinions of Lords Chelmsford and Colonsay in *Crook* v. *Hill*. No doubt as Lord Justice James remarks, the opinions were *obiter dicta*, but those learned lords would in all probability act on them if ever *Occleston* v. *Fullalove* or a similar case presents itself for their decision.

LAW LIBRARY.

Shelford's Real Property Statutes. Eighth edition. By THOMAS H. CARSON, M.A., of Lincoln's-inn, Barrister-at-Law. London: Sweet, Maxwell and Son, and Stevens and Sons.

MR. CARSON exercised a wise discretion when he determined not to increase the bulk of this very useful standard work. Whilst adding new material which was absolutely essential, he has either entirely got rid of what was old and of little use, or reduced it so as to give him space for the additions which the growth of case law and statute law render necessary.

On more than one occasion when we have had to review works which are similar in their plan to the one before us, we have remarked how little there is to be said. No work can call for less ability of a high order than annotating Acts of Parliament: industry and a capacity to express concisely what cases have decided are all that is required. An excellent specimen of Mr. Carson's work is the Partition Act (31 & 32 Vict. c. 40), p. 746; but when we say that the case law is intelligently noted up, we can give Mr. Carson no higher praise. Throughout the volume we trace the hand of a careful editor, and whilst it is quite out of our power to say whether he had gleaned all the learning which the reports furnish, we think it may be taken on trust that the work is perfect. Lawyers owe to conscientious editors a very great deal, and if Mr. Carson cannot lay claim to the rewards of an original writer, he may console himself with the reflection that he has rendered a considerable service to the profession, and probably stored up for application in practice a fund of learning on real property law. At the opening of the work is a table of contents, and the volume is closed by a clear and full index.

Stephen's New Commentaries on the Laws of England. Seventh edition. By JAMES STEPHEN, Esq., LL.D., Judge of County Courts. London: Butterworths.

WE have in this work an old and valued friend. For years we have had the last (sixth) edition upon our shelves, and we can state as a fact that when our text books on particular branches of the law have failed us, we have always found that Stephen's Commentaries have supplied us with the key to what we sought, if not the actual thing we required. We think that these Commentaries establish one important proposition—that to be of thorough practical utility a treatise on English law cannot be reduced within a small compass. The subject is one which must be dealt with comprehensively, and abridgment, except merely for the purposes of elementary study, is a decided blunder.

Serjeant Stephen gives us as heretofore four goodly volumes, and when we say that, aided by an industrious son, he has devoted the leisure, which is not inconsiderable in the life of a County Court Judge, to the labour of bringing down his authorities to the present year, incorporating as far as possible the provisions of the Judicature Act, it will be understood that the work is one of great present value. We are glad to see a County Court Judge employed in keeping the world well informed on English law, on the two-fold ground that a Judge will probably take more pains with his work than members of the Bar, and that his own decisions will benefit by his familiarity with the progress of our jurisprudence.

Of the scope of the Commentaries we need say nothing. To all who profess acquaintance with the English law their plan and execution must be thoroughly familiar. The learned author has made one conspicuous alteration, confining "Civil Injuries" within the compass of one volume, and commencing the last volume with "Crimes"—and in that volume he has placed a table of statutes. In every respect the work is improved, and the present writer can say, from practical experience, that for the student and the practitioner there is no better work published than Stephen's Commentaries.

PATENT LAW.

(By C. HIGGINS, Esq., M.A., F.C.S., Barrister-at-Law.)

COMPLETE SPECIFICATION.

(*Continued from p.* 161.)

Sellers v. *Dickinson*. 1850.—Per Pollock, C.J.: The specification should be met with candour and indulgence. Per Rolfe, B.: The court should read a specification as a person of ordinary understanding would do, not loosely conjecturing anything, but, at the same time, not scanning it as if it were a special plea. (5 Ex. 312.)

Wallington v. *Dale*. 1852.—The sufficiency of the description of an invention contained in a specification is a question for the jury. (7 Ex. 888.)

Heath v. *Unwin*, Ex. Ch. 1852.—Coleridge, C.J., in the course of his judgment, said: "The specification, to be perfect, must be taken to specify impliedly all the chemical equivalents of those chemical means expressly stated for producing the promised result, which were at the time of specifying known to ordinarily skilled chemists or to the patentee himself; the latter of these seems to me to be as necessary as the former. If the inventor of an alleged discovery, knowing of two equivalent agents for effecting the end, could by the disclosure of one preclude the public from the benefit of the other, he might for his own profit force upon the public an expensive and difficult process, keeping back the simple and cheap one, which would be directly contrary to the good faith required from every patentee in his communication with the public." Alderson, B., said: "Every specification is to be read as if by persons acquainted with the general facts of the mechanical or chemical sciences involved in such invention. Thus, if a particular mechanical process is specified, and there are for some parts of it as specified, other well-known mechanical equivalents, the specification of those parts is in truth a specification of the well-known equivalent also, to those to whose general knowledge we refer, namely, mechanics, and readers of specifications; and so it is with chemical equivalents also in a specification which is to be read by chemists. But it may be that there are equivalents, mechanical and chemical, existing, but previously unknown to ordinary skilful mechanics and chemists. These are not included in the specification, but must be expressly stated there. (2 Web. P. C. 243, 245.)

Crogsley v. *Potter*. N. P. 1853.—Pollock, C.B. said: "This patent is taken out for the making of coach lace, carpets, velvets, and velveteens of all sorts, and it must be competent to do all and every part of that work, by the means stated in the specification, otherwise the patent is not good. . . . . A patent for an invention which is merely to obstruct every subsequent improvement, which is to step in and prevent the exercise of the ingenuity of mankind and the introduction of other inventions adapted to the particular subject to which the invention may be applicable—a patent which has for its object to snatch and grasp at everything in all directions which may possibly come within the general language the patentee may choose to adopt in his specification—a patent, the object of which is, not to benefit the world by its communication, but to obstruct, by the very general character of the claims made for conferring peculiar privileges on the patentee; such a patent as that, in my judgment, cannot be supported. . . . . The safest course for patentees to adopt in framing their specifications is, instead of including everything, to confine themselves specifically to one good thing, and a jury will always take care that if that be a real invention, no man, under colour of improvement, shall be allowed to interfere with that which is the offspring of their genius." (Macrory's P. C. 239.)

Hastings v. *Brown*. 1853.—A specification in a patent, for a particular construction of windlasses, stated that the object was "to hold, without slipping, a chain cable of any size." Before the date of the patent constructions were known by which a windlass might be made to hold a single chain cable of any assigned size. Held, that the specification did not unequivocally show that the object was to construct a single windlass which might hold different chain cables, whatever their size, and that such a windlass was therefore not protected by the patent. (1 E. & B. 450; 22 L. J. Q. B. 161.)

Bush v. *Fox*, H. L. 1856.—In an action for an alleged infringement of a patent, where the defence is that the supposed invention is not new, the judge may compare the plaintiff's specification with the specification of a previous patent, and may on such comparison direct the jury to find a verdict. (5 H. L. C. 707; Macrory's P. C. 183.)

Bovill v. *Pimen*. 1856.—Pollock, C.B., in the course of delivering the judgment of the court in this case, said: It appears to us that where a subject is not new, as this certainly was not, viz., "the cooling of substances undergoing the process of grinding" (which had been long known to be a desideratum in grinding, and to effect which various contrivances had been adopted, and several, if not many, patents taken out), any patent taken out for a method of performing the operation is substantially confined to that method, and cannot be extended to other methods obviously different, because they involve some common principle applied to the common object, and may apparently be described by the same general phrase. (11 Ex. 739.)

Booth v. *Kennard*. 1857.—Action for the infringement of a patent for "Improvements in the Manufacture of Gas." The specification stated the invention to "consist in the direct use of seeds, leaves, flowers, branches, nuts, fruit, and other substances and matters containing oil, or oily or resinous matter." The specification also stated "that the mode of using seed and constructing the apparatus used under this my patent in preparing gas may be the same as the apparatus used in the ordinary mode of making gas with coal." The claim was as follows: "I claim for making gas direct from seeds and matter herein named for practical illuminations or other useful purposes, instead of making it from the oils, resins, or gums, previously extracted from such substances." A previous patentee had, by his specification, proposed, for the manufacture of gas, to use fatty substances, such as greaves or graves; also the residuum after the oil had been expressed from seeds, such as oil cake; also beech nuts, mast, cocoa nuts, and other matters abounding in oil, and he proposed to use these substances separately and in combination. Held, first, upon the authority of *Bush* v. *Fox*, that as the want of novelty in the plaintiff's invention appeared clearly from the two specifications in evidence, it was for the court, and not for the jury, to determine the identity of the two supposed inventions. Secondly, that the claim, being merely for making gas direct from seeds and matter stated in the specification, without reference to any method of doing it, was too large and general, and could not be supported. (2 H. & N. 84; 26 L. J. N.S., Ex. 305.)

Thomas v. *Foxwell*. 1858.—Lord Campbell, C.J., in delivering the judgment of the Court of Queen's Bench, said: "We by no means lay down, as a general rule, that upon a question of novelty of invention such as this, raised by the comparison of two specifications, it must necessarily be a pure question of law for the court. The specifications may contain expressions of art and commerce, upon which experts must be examined, and there may be conflicting evidence raising a question of fact to be determined by the jury. But it is quite clear that there may be cases in which the court would be bound to decide the question of novelty exclusively; for the two specifications might be, in *ipsissimis verbis*, the same; and if they be in such plain and common language that the judge is sure he understands their meaning, he is bound to construe them as he does other written documents. (5 Jur. N.S. 38.).

Lister v. *Leather*. 1858.—A patent for a combination is not a claim that each part thereof is new: (8 E. & B. 1004; 3 Jur. N. S. 811.) Affirmed on appeal to the Exchequer Chamber. Held, also, that a patent is a patent for a combination, if a combination is distinctly stated in the specification to be a part of the invention, although the combination is not expressly claimed; for a claim is not an essential to a specification, or necessary for the protection of the invention. Nor is it necessary to disclaim those matters which manifestly form no part of the invention: (8 E. & B. 1004; 27 L. J., N. S., 295, Q. B..).

The Patent Type Founding Company v. *Richards*. Ch. 1859.—The specification of an invention, which consists in the use of known materials in new proportions, is not necessarily bad for uncertainty, though the patentee does not limit himself to the precise proportions recommended. The patentee is bound, according to the authorities, to state what he considers the best proportions. A specification stated in substance, that the usual practice in the manufacture of type was to employ lead and antimony, and in some cases to add a small per centage of tin; that the object of the invention was to obtain tougher metal by employing tin in large proportions with antimony, greatly reducing or wholly omitting the use of lead; that the best proportions were seventy-five of tin and twenty-five of antimony, but that this might be, to some extent, varied; and that, if lead were used, it must not exceed fifty per cent. of the whole, one part of antimony to three of tin, or tin and lead, being the best. Held, on demurrer, that the specification was not bad on the face of it for uncertainty, and that the evidence of persons acquainted with the usual modes of manufacture was necessary to determine whether the invention was stated with sufficient precision. (1 John Rep. 381; 6 Jur. N. S. 39.)

Thomas v. *Foxwell*. Ex. Ch. 1859.—The patentee of a sewing machine, in his specification, claimed "the application of a shuttle in combination with a needle, as shown in sheet 1, for forming and sewing loops of thread or other substance, for the purpose of producing stitches either to unite or ornament fabrics, whatever may be the means employed for working such shuttle and needle when employed together." By a disclaimer he stated, "I do not claim the use in a machine of several needles and shuttles, nor do I claim any of the mechanical parts separately of which the machinery shown in the drawing is composed." Held (affirming the judgment of the Court of Queen's Bench), that the claim was not confined to the single application of a shuttle in combination with a needle, as shown in sheet 1, but extended generally to the application of a shuttle with a needle, for attaining the object therein stated. (6 Jur. N. S. 271.)

Hills v. *The London Gas Light Company*. 1860.—In a patent for an improved mode of manufacturing gas the plaintiff claimed a mode of purifying gas by means of "hydrated or precipitated oxides of iron." Held, that this included only precipitated hydrates. Bramwell, B., in delivering the judgment of the Court of Exchequer, said: "The next objection was that the plaintiff's specification was insufficient on this ground. He says: 'I use the hydrated or precipitated oxides.' It was said that included all hydrated oxides, and inasmuch as some of the natural hydrated oxides would not do, the plaintiff's specification was bad. Now, that question turns upon this: If the plaintiff in his specification means all the hydrated oxides, it is open to that objection; but if he means only those hydrated oxides which are also precipitated,—that is, the artificial hydrated oxides—it is not open to that objection. It may be said that the language is in any sense ungrammatical, and that hydrated or precipitated—the whole or the part—cannot be right. To say, 'The works of Shakespeare, or Hamlet and King Lear,' would obviously be an inaccuracy, which cannot be judged by the ordinary rules of grammar, and therefore we must endeavour to find out the proper meaning of this inaccurate expression. It appears to us, upon looking at the specification, that the plaintiff uses those equivalent expressions, because he says 'hydrated or precipitated,' and that oxide of iron may be conveniently prepared for these purposes, and so on; and therefore it is obvious that when he uses that word hydrated, he uses it as synonymous with precipitated; and consequently, when he speaks of using hydrated or precipitated oxides, he means such hydrated oxides as are precipitated." Upon the comparison of two specifications, the same learned judge says: "We hold that there are certain cases in which, upon the mere collocation of the two specifications, or the specification of a patent and a previous written document, the court may say that the patentee has been anticipated. Undoubtedly that is so; the process may be described in identically the same words, or, if there be a variety in the words, there may be no variety in the process. Probably it will be found that in the case of what are called mechanical patents, the court can do so more readily than in the case of chemical patents, or in other cases where the invention depends on what may be called the occult qualities of matter, those in fact which are not the subject of popular knowledge." (5 H. & N. 363, 368; 29 L. J., N. S., 421, 424., Ex.)

SOLICITORS' JOURNAL.

WE are very glad to notice that in addition to those solicitors who sat in the Commons House of Parliament last session, and who again seek re-election, two others are seeking election at the approaching Parliamentary contests. Even now it is not too late for others to take the field in some of those small constituencies in which a candidate appearing upon the scene at the eleventh hour has, almost as much to his own surprise as that of his supporters, found himself successful. None better than solicitors know that if they can only secure a fair representation in the House of Commons, the many ills that their branch of the Profession is heir to will speedily cease to be, and we shall hear no more of the meekness with which they have endured their exclusion from judicial offices, their subordination to the other branch, and their exile from the dignity of and the most solid rewards in connection with the legal profession.

THE following lectures and classes are appointed for the ensuing week, at the Law Institution, for the instruction of students seeking admission on the Roll of Attorneys and Solicitors: Monday, 2nd Feb., class, 4.30 to 6 p.m., Conveyancing; Tuesday and Wednesday, ditto; Friday, 6th Feb., lecture, 6 to 7 p.m. To prevent interruption at lectures, subscribers are not admitted to the hall after lectures have commenced.

ON Wednesday, the President and Council of the Incorporated Law Society dined at their hall in Chancery-lane. Among the guests present were

Sir Barnes Peacock, Baron Pollock, Baron Amphlett, Mr. Sheriff Johnson, Mr. Joseph Brown, Q.C., and Mr. G. Little, Q.C. The Lord Mayor, and Mr. Alderman and Sheriff Whetham, who had accepted invitations were prevented from attending by engagements connected with the pending election.

A LONDON solicitor, writing to us on the subject of the improper advertisements (in relation to the legal Profession) which find their way into newspapers which it might fairly be expected would not insert them, observes, "There was a certain class of advertisement of quack doctors which used to appear, but which respectable papers refuse to insert. They were physically dirty Those invitations to the Profession which you so often and properly expose are morally nearly as bad." The following seems to indicate that this kind of thing is beyond all question on the increase. We take the advertisement from a Surrey newspaper:—

LEGAL ASSISTANCE.—Messrs. P. and V., land agents and accountants, are prepared to carry out and conduct liquidations and arrangements with creditors upon reasonable terms, without publicity; bankruptcy, or suspension of business, also all actions and executions, whether in the Superior or County Courts, immediately stayed by injunction. Chancery, divorce, probate suits, and common law actions, conducted with dispatch, and County Coutrs attended; wills, leases, assignments, and agreements prepared; money advanced on mortgage, reversions, bills of sale, &c., and debts collected at five per cent.—Apply to P. and V., W.C.

For the credit of the Profession some means ought to be devised for checking the practices of such persons as the advertisers.

BEALL *v.* SMITH.

WE regret that in a letter from Mr. Heather which appeared in our last issue on the subject of this case, some intemperate expressions were used, casting serious reflection upon professional gentlemen who had been opposed to him. We inserted the letter as emanating from a solicitor of twenty-eight years' standing, with less regard to the phraseology than we should have given to ordinary correspondence, and the objectionable passages certainly escaped our observation. Mr. Albert Turner and Mr. White, who are mentioned by Mr. Heather, are entitled at our hands to the explanation that no reflection was cast upon them by either Vice-Chancellor Wickens or the Lords Justices. We certainly concur with Mr. Turner that under these circumstances the strictures which were inadvertently admitted into our columns under Mr. Heather's signature may be treated with that indifference which sweeping accusations inconsistent with recorded judgments deserve. Considering the case of decided importance to the Profession, we treated it elaborately, and found no cause for casting injurious reflections upon Messrs. Merriman or Mr. A. Turner and Mr. White, who were concerned with them. Mr. Heather's letter must be taken, therefore, to be the heated production of an irritated opponent, and, for our part, we should have been glad had the strong expressions which he used not appeared in our columns.

We have received the following communication from Messrs. Merriman and Powell, which we trust may, so far as the Profession is concerned, close this correspondence:

SIR,—Although nothing is further from our wish than to have any personal controversy with Mr. Heather, we cannot allow the letter which appeared in your last issue to remain unanswered, as there is no single statement which is entirely accurate, and several of them are directly opposite to the sworn testimony filed in the Court of Chancery, upon which perjury might be assigned, but which had not even met with responsible contradiction, that is, by counter affidavit.

The first allegations of Mr. Heather are a denial that we were employed by Mr. Beall in November 1870, and that he never consulted us about undertaking some complicated matters in which he (Mr. Heather) was engaged. Our call book, letter books, and cheques show that we did act for him at and from that time. The affidavit of Mr. Dunfee, a friend, who had known him twenty years, and a former client of ours, shows that Mr. Beall came to us because he was dissatisfied with Mr. Heather. Mr. Merriman's affidavit states that Mr. Beall did propose to remove his general business from Mr. Heather, but from a general dislike to take business away from another solicitor's office, he declined to do so. We may add that letters addressed to us by our unfortunate client since his incarceration up to a very recent date, betray a strong aversion to Mr. Heather, and a belief rightly or wrongly that that gentleman had not acted properly by him.

The statement that we were not instructed with reference to his unhappy family differences is further contradicted by the affidavit of Mr. Powell, who during Mr. Merriman's absence on business in Paris went down in obedience to an urgent message, to Mr. Beall's residence, at Sydenham, one evening to meet Mr. Heather, and arrange an amicable adjustment of family differences. Mr. Heather is, however, welcome to the admission of the fact that by this time the domestic troubles of this unfortunate gentleman, with his wife and two sons, were so bitter that he may be said to have moved between our office and that of Mr. Heather in bewilderment and agony — desiring above all things to recover the affections of his wife, and that an end might be put to serious personal conflicts between himself and his sons. We say again, emphatically, that more in the capacity of friend than solicitor (for, as several persons knew, Mr. Merriman deeply sympathised with Mr. Beall) he spent many anxious hours with him, listening to sad and distressing details of family feuds. Mr. Merriman uniformly advised Mr. Beall not to concur in a separation by his wife, as there appeared to be no real or sufficient ground for it, and it was only in the absence of Mr. Merriman, who chiefly attended to Mr. Beall's affairs, that Mr. Powell took his positive instructions touching a deed of separation.

Mr. Heather makes in his letter, as well as in his affidavit and in the petition, slight and passing, not to say contemptuous reference to Mr. Merriman's appearance "thrice before the magistrate" for Mr. Beall. Your readers will be able to put a fair construction upon the surrounding and underlying circumstances of these three appearances. Mr. Heather was there also. Mr. Beall dreaded the presence of Mr. Heather, and it is not to be denied that Mr. Heather procured the doctors to give medical testimony for locking him up in an asylum; while, on the contrary, Mr. Beall's confidence and reliance were placed in Mr. Merriman, who struggled hard to prevent his being sent to the asylum. Mr. Maude, the magistrate, and the two doctors are aware Mr. Merriman contended to the last that Mr. Beall's case was one of temporary mental aberration, or insanity in its initial, acute, and easily curable stages. Mr. Beall was removed to Dr. Wood's Asylum, Mr. Merriman giving in the end only a reluctant consent, when Dr. Wood said that he was far from thinking that Beall's case was an incurable one. Whose visits after that were the sole indications of human sympathy available to this poor man? Mr. Merriman, on Mr. Beall's invitations, was the only person who visited him until these visits were prohibited by the doctor, with the concurrence of Mr. Heather and the person who had officiously made himself responsible for his maintenance in the asylum—the eldest son and present committee to his estate. Neither wife, child (nor of course Mr. Heather), called upon him for some time, and this gentleman of considerable property was left without simple luxuries and some common necessaries.

We may next refer to the charge that "Merriman, Albert Turner, and White then concocted the suit." What truth there is in this mendacious assertion is shown in an uncontradicted affidavit. Mr. White knew nothing of the suit until the bill had been filed. It is fair to Mr. Albert Turner to say that he conferred with us as to what was best to be done, and what is called the "concoction" of the suit, was the result of the best thoughts of two conscientious solicitors, after advice upon a full and clear statement of the facts by two equity counsel.

We do not think it worth while to overlay your columns by any reference to the statements about the next friend. The next friend would have been Mr. Dunfee, a friend of twenty years' standing, who had, more than any other living being, the confidence of Mr. Beall, but that gentleman's health was at the time not good, and he suggested that we should find somebody else. We, however, fully accept the moral responsibility of the action taken in this matter, and have all along avowed that the next friend was asked by us to accept that post. His circumstances are, however, extravagantly misstated by Mr. Heather, and the contradiction of this matter, as on others, is also embodied in two affidavits which remain unanswered.

It is a remarkable thing that Mr. White was appointed receiver, with the concurrence of Mr. Heather, and that Mr. Heather's son and partner who attended the sale of the stock, admitted, as was the fact, that an unusually good sale had been effected.

Mr. Heather is just as inaccurate in his figures as other things. The sum which we have temporarily to find, is a heavy one, but it does not nearly reach £1000, as he states. Whatever the costs of winding-up the estate may have been, we are at all events not property responsible for their amount. The suit has been held by the Vice-Chancellor and Lords Justices to have been properly commenced, and it was indeed the only mode in which the property of Mr. Beall could be protected from utter waste. Our own costs, for which we are willing to be held accountable, were £207 6s. 5d. But again what need, on this account, of an appeal from the late Wickens, V.C.'s decision? If the manager or clerk of Mr. Beall's business received £50 more than he ought to have done, and the accountant and receiver's charges which had been allowed by the court upon affidavit and full information had been improperly paid, the order of the Vice-Chancellor, which gave leave to falsify accounts, would have rectified such mistake or wrong; but we must still add the mistake, or the wrong, cannot in any way be laid to our door, as we fully informed the chief clerk, and that officer satisfied himself by evidence as to the charges and the need for the accountant's work.

We close this letter, which is made longer than it otherwise would be, because, unlike Mr. Heather, we do not indulge in round statements, but prefer to appeal to fact and evidence in every instance.

One other circumstance must weigh with all reasoning men. The bill was filed 15th Aug. 1871, Mr. Beall was found lunatic 25th March 1872. We always expected, and do now hope, that Mr. Beall may regain his liberty, and call upon us for the justification of the course we adopted on his behalf. We have no fear of meeting our real client.

Perhaps Mr. Heather would also like the admission from us that after the proceedings before the police magistrate, when Mr. Beall was sent to the asylum at the instance of his family, Mr. Heather was regarded in the light of an adverse party; that we did not consider his firm were persons to be taken into our confidence, and that we did not look upon them as people having a right to control our actions.—Yours obediently,

MERRIMAN AND POWELL.

V. C. MALINS' COURT.

Monday, Jan. 26.

THOMSON *v.* FLYNN.

County Court Equity Jurisdiction—Value of Property Exceeding £500—Plaint Dismissed—Cause should have been transferred to the Court of Chancery.

THIS case, which was an appeal from the Lambeth County Court, had a bearing of some importance upon a point of County Court practice. The suit was instituted by plaint in the County Court for the partition of a house, 22, Camberwell Park. the plaint containing an allegation that the value of the house was under 500*l.* On the case coming on for hearing, the defendant's counsel raised a preliminary objection to its being heard on the ground that the property to which it related exceeded the statutable value, and in support of the objection a surveyor was examined and cross-examined who swore that the value was over 500*l.* Thereupon the County Court judge found as a fact that the property exceeded in value 500*l.*, and, acting under sect. 14 of the County Court Act, 1867, dismissed the plaint with costs. No application was made on the part of the plaintiff to have the cause transferred to the Court of Chancery. The plaintiff now appealed. The question for the opinion of the Vice-Chancellor was whether the County Court judge was at liberty to make the order dismissing the plaint, or whether he was bound, by the prior Act of 1865, sect. 9, "to direct the said suit to be transferred to the Court of Chancery," it having been ascertained, "during the progress of the suit," that the subject matter exceeded 500*l.* in value.

Cotton, Q.C., and *P. L. Wilkinson*, for the appellant, contended that, as the value of the property exceeded 500*l.*, it was the duty of the County Court judge, instead of dismissing the suit, to have transferred the matter to the Court of Chancery. The 14th section of the Act of 1867, which provided that, "whenever an action or suit is brought in a County Court which the court has no jurisdiction to try, the judge shall order the cause to be struck out," was controlled by sect. 9 of the Act of 1865, which made it imperative on the judge to direct the cause to be transferred.

Glasse, Q.C., and *Cozens Hardy* appeared in support of the order of the court below.

The VICE-CHANCELLOR said he had heard nothing to raise any doubt that the statement in the plaint that the value of the property was below 500*l.* was believed by the plaintiff to be true; but on the plaint coming on for hearing a witness was called who swore that the value was above 500*l.*, and on that evidence the learned County Court judge came to the conclusion that it was in fact worth more than 500*l.* It was therefore clear that his jurisdiction was at an end. Then the question arose, What was his proper course to take? The Vice-Chancellor was clearly of opinion that an application ought to have been made on the part of the plaintiff to the County Court judge, under sect. 9 of the Act of 1865, to transfer the suit to this court; but that was not done. The case was similar to that of *Birks* v. *Silverwood*, before him in 1872 (L. Rep. 14, Eq. 101), when he decided that the County Court judge, having, during the progress of the suit, ascertained that the value of the property was over £500, and having, accordingly, directed the suit to be transferred to this court, had performed his duty in so doing. But it had been

contended by Mr. Glasse that the 14th sect. of the Act of 1867 was not referred to in that case, and that, if it had been, he would have come to a different conclusion. It was true that he was not referred to that section, and if, on now referring to it, he thought that that decision was wrong, he should not hesitate to say so. Now, what was the object of the Act of 1867? The 34th section enacted that that Act, and the several Acts there mentioned, including the Act of 1865, should be construed together as one Act. What was the meaning of the words in sect. 14—"Whenever an action or suit is brought in a County Court which the court has no jurisdiction to try"? They referred to actions for distress, assault, seduction, and others, which might be brought in the superior courts, but not in the County Court. If an action of that class were brought in the County Court, the judge would order the proceedings to be stayed, and the person filing the plaint would have to pay the costs of them. If he were to say that in any case where a person, in the absence of any *mala fides*, filed a plaint stating that he verily believed that the property the subject of it was worth less than £500, the County Court judge was at liberty to dismiss the plaint because some person came forward to say, perhaps, that the property was worth £501, it would be inflicting a great hardship on the poorer class of persons, for whose benefit the County Court Acts were passed. The 9th section of the Act of 1865, and the 14th section of the Act of 1867, must be taken as standing together, and he read the 9th section in the same way as he did in *Birks* v. *Silverwood*, and just as if he had then been referred to the 14th section—namely, that though it did not appear in the plaint, yet it did appear upon the suit coming on for hearing that the value of the property was over £500, it would thus appear "during the progress of the suit" within the meaning of the 9th section. He was therefore of opinion that the County Court judge, instead of dismissing the suit, ought to have transferred it to this court; and if *Birks* v. *Silverwood* had been cited to him, no doubt he would have so transferred it. There must, therefore, be an order discharging the order of the court below, and substituting for it an order transferring the cause to this court. As the miscarriage had occurred through the attention of the County Court judge not having been called to the case of *Birks* v. *Silverwood*, he should give no costs of the appeal.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

KIMPTON (Joseph). Jun., gentleman, and KIMPTON (Jas. Arthur), a minor, both of Lower Sussex-place, Old Kent-road, London. £202 0s. 3d. New Three per Cent. Annuities. Claimant, said Arthur Kimpton, now of age, the surv.vor.

HEIRS-AT-LAW AND NEXT OF KIN.

CLAIR (Sir Michael Benignus), who was born in the year 1777, at Maidford, Northamptonshire, and who resided in Jamaica (where he practised as physician-general), and then of London, and subsequently and at the time of his death in Cromarty, Scotland. Next of kin to come in by March 9, at the chambers of V.C. B. March 23, at the said chambers at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

EDMETT (Thos.), Arreton House, Maidstone, Kent, gentleman. Next of kin to come in by March 1, at the chambers of V.C. H. March 9, at the said chambers, at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

NETHERSOLE (Wm. Austin), Kingston, Jamaica, widow. Next of kin to come in by April 21, at the chambers of V.C. H. May 5, at the said chambers, at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

BRAGANZA GOLD MINING COMPANY (LIMITED).—Creditors to send in by March 30 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to A. A. Broad, 35, Wallbrook, London, the official liquidator of the said company. April 17, at the chambers of the M. R., at eleven o'clock, is the time appointed for hearing and adjudicating upon such claims.

GLAIN PEDRON MINING COMPANY (LIMITED).—Creditors to send in by Feb. 18 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to Ashurst, Morris, and Co., 6, Old Jewry, London, the official liquidators of the said company. March 4, at the chambers of V.C. B., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

LA GAULOISE (LIMITED).—Creditors to send in by Feb. 16 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to Alfred de Lavigerie and Lewis, 1, Mansion House-buildings, Queen Victoria-street, London, the liquidators of the said company. Feb. —, at the chambers of the M. R.

MILLS (GEORGE) AND CO. (LIMITED).—Creditors to send in, by Feb 28, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any) to J. Tasker and Newbould, Sheffield, the liquidators of the said company, to come and prove their said claims at the chambers of the M.R.

QUEEN SILVER AND COPPER MINING COMPANY (LIMITED).—Creditors to send in, by Feb. 22, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to Geo. Braginton, 6, Ford Park, Mutley, near Plymouth, the liquidator of the said company.

SANDHILL FIREBRICK, TILE, AND CLAY COMPANY (LIMITED).—Creditors to send in by Feb. 20, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any) to Thos. W. Greenfield, Tavistock, Devon, the official liquidator of the said company. March 6, at the chambers of the M. R., is the time appointed for hearing and adjudicating upon such claims.

TRADERS' CO-OPERATIVE ASSOCIATION (Limited). Creditors to send in by Feb. 17 their names and addresses and the particulars of their claims and the names and addresses of their solicitors, if any, to F. B. Smart, 85, Cheapside, London, the official liquidator of the said company. March 3; at the chambers of the M. R. 11.30 o'clock, at the said chambers, is the time appointed for hearing and adjudicating upon such claims.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

ALSTON (David T.), Cheyney Rock, Sheppey, Kent, oyster and coal merchant. Feb. 20; Wm. Clarke, solicitor, 66, Gresham House, Old Broad-street, London, March 2. V. C. M., at 12 o'clock.

BARR (John T.), 19, Victoria-park, Dover, Esq., a colonel in the Bombay Staff Corps of H.M.'s Army. Feb. 23; Barnes and Bernard, solicitors, 11, Great Winchester-street, London. March 5; V.C. H., at one o'clock.

BIGG (Ellen E.), Hyde, Slaugham, Sussex, spinster. March 2; Prior, Bigg, and Co., solicitors, 61, Lincoln's-inn-fields, London. March 16; V.C. H., at twelve o'clock.

BUCHANAN (Rev. Alexander H.), Hales Hall, Drayton, Stafford. Feb. 23; O. Lucas, solicitor, 50, Fenchurch-street, London. March 9; M.R., at eleven o'clock.

BURTON (Richard C. F.), Captain in H.M.'s 63rd Regiment of Foot, late of Willington Manor, near Bedford. Feb. 23; F. Lamb, solicitor, 35, Bedford-row, London; March 14; V.C. H., at twelve o'clock.

COLEBY (Wm.), Prince of Orange Hotel, Gravesend, Kent, licensed victualler. Feb. 23; E. J. Layton, solicitor, 2, Suffolk-lane, Cannon-street, London. March 3; V.C. M., at noon.

CELYER (Edward), Forest Hill, Surrey, gentleman. Feb. 19; S. G. Ratcliff, solicitor, 3, St. Michael's-alley, Cornhill, London.

DUKE (Sir Jas.), Laughton Lodge, Laughton, Sussex, and 72, Portland-place, Middlesex, Bart. Feb. 23; J. Pontifex, solicitor, St. Andrew's-street, Holborn-circus, London. March 4; V.C. H., at one o'clock.

FLEWKER (John J.), formerly of Derby, late of Dawlish, gentlemen. Feb. 28; Pearson and Whidborne, solicitors, Dawlish. March 7; V.C. H., at twelve o'clock.

HOOPER (John), 25, Elsham-road, and 14, Argyll-street, Middlesex, gentleman. Feb. 20; G. Ford, solicitor, 8, Lincoln's-inn-fields, London. Feb. 27; V.C. M., at twelve o'clock.

HULME (Samuel), Cheadle Hulme, Chester, timber merchant. Feb. 28; Mr. Edwin H. Boothroyd, solicitor, Stockport. March 16; V.C. H., at twelve o'clock.

JAMES (John), Wrington, Somerset, solicitor. Feb. 16; Chas. J. Simmons, solicitor, Wrington. March 2; V.C. H., at twelve o'clock.

LUCAS (Jane), Eastbourne, Sussex, widow. Feb. 28; J. Wasden, solicitor, Bardon. March 10; V.C. B., at twelve o'clock.

NETHERSOLE (Wm. A.), Kingston, Jamaica, merchant. April 21; Shaen and Co., solicitors, 8, Bedford-row, Holborn, Middlesex. May 5; V.C. H., at twelve o'clock.

RING (Wm.), Martham House, Norfolk, Esq. Feb. 24; Wm. R. Cooper, solicitor, Upper King-street, Norwich. March 24; M.R., at twelve o'clock.

WILKINSON (Helen), Mawdesley, Lancaster, spinster. Feb. 27; Wm. Banks, solicitor, Preston. March 13; M.R., at half-past eleven o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

ALKIN (Ann), North-street, Atherstone, Warwick, spinster. Feb. 10; Radford and Son, solicitors, Atherstone.

ALLAN or WYLLIE (Helen), formerly of 14, Carlton-terrace, Edinburgh, afterwards of 1, Ashford-villas, Cheltenham, late of 37, Belsize-park-gardens, South Hampstead, Middlesex, widow. May 1; J. W. and J. Mackenzie, solicitors, 16, Royal-circus, Edinburgh, or to A. G. Moncreiff Grahame, solicitor, 30, Great George-street, Westminster, Middlesex.

ALLEN (Thos.), 2, Fortess-terrace, Kentish Town, Middlesex, bricklayer. Feb. 14; Rooks, Kenrick, and Co., solicitors, 16, King-street, Cheapside, London.

AUSTEN (Major-General Albert G.), R.A., 4, Victoria street, Westminster. Feb. 23; A. F. and R. W. Tweedie, solicitors, 5, Lincoln's-inn-fields, London.

BELL (Rev. Wm.), 4, Tynemouth-terrace, St. Aubin's-road, St. Helier's, Island of Jersey. March 1; Peacock and Goddard, solicitors, 3, South-square, Grey's-inn, Middlesex.

BOULTER (Benjamin), 1, Stanley-terrace, Upper Holloway, Middlesex, gentleman. March 25; J. M. Millin, solicitor, 39, Bloomsbury-square, London.

BURTON (Edward), Monument-place, Kendal, Westmoreland, auctioneer. March 1; R. F. Thompson, solicitor, Highgate, Kendal.

BUSFIELD (John), Legrains-lane, Horton, Bradford. March 1; J. Green, solicitor, 2, Aldermanbury.

COREMAN (Ann D.), 22, Richmond-place, Brighton, Sussex, widow. March 2; Thos. King and Son, solicitors, 31, Richmond-place, Brighton.

COLLINS (Jas.), Frederick-street, Birmingham, silversmith. March 10; W. J. Burman, solicitor, 19, Cannon-street, Birmingham.

CURTIS (Augusta), Sion-row, Twickenham, Middlesex, spinster. Feb. 20; J. McMillin, solicitor, 39, Bloomsbury-square, London.

DIXON (Ann), Cedar Lawn, Grappenhall, Chester, widow. March 20; Marsh, Buckton, and Jeans, solicitors, Warrington.

FISHER (Robert), Finsbury Pantechnicon, Finsbury-place, Middlesex, and 24, Aberdeen Park, Highbury, upholsterer. March 25; J. C. Gant, solicitor, 38, Walbrook, London.

FLETCHER (Alexander), Major in the 12th Lancers, and of 2, Hewick-place, Westminster. Feb. 1; Major Jary, of Battlesden Park, Beds; or to G. W. Quallett, 10, New Bond-street, London.

FORD (Matthew), 8, Lincoln's-inn-fields, and 9, Keppel-street, Middlesex, and of 58, Marine-parade, Brighton, Esq. March 31; Wharton and Ford, solicitors, 8, Lincoln's-inn-fields, Middlesex.

FOUNTAIN (Nathaniel), 1, Endsleigh-street, St. Pancras, Middlesex, Esq. Feb. 23; Messrs. Hillearys, solicitors, 5, Fenchurch-buildings, Fenchurch-street, London.

FREDERICK (Sir Richard), Burwood-park, Surrey, and of Berkeley-square, Middlesex, Bart. Feb. 20; Baker, Folder, and Upperton, solicitors, 52, Lincoln's Inn-fields, Middlesex.

GARNETT (Thos.), Kendal, Westmoreland, chemist and druggist. Feb. 25; Joseph Swainson, jun., solicitor, Kendal.

HARMONY (Manuel X.), New York, U.S.A., merchant. March 31; Jas. B. Batten, solicitor, 32, Great George-street, Westminster.

HODGKINSON (Chas.), West Bromwich, pawnbroker. March 10; W. John Burman, solicitor, 19, Cannon-street, Birmingham.

HOLL (Edwd. H.), Bushey-heath, Hertford, gentleman. Feb. 19; Robinson and Co., solicitors, 18, Charter-house-square, London.

HOWES (Sarah), Cookham Dean, Maidenhead, Berks, widow. March 1; Barker and Ellis, solicitors, 15, Bedford-row, London.

INGLEBY (Rev. Charles), Wood-bank, Cheadle, Stafford clerk. March 31; G. P. Wragge, solicitor, 4, Bennett's-hill, Birmingham.

JONES (Edwd.), 138, Leadenhall-street, and 1, Canonbury-place South, London, merchant. March 10; W. Durrant Cooper, solicitor, 31, Guilford-street, Middlesex.

JAMIESON (Andrew), formerly of Great Winchester-street, London, and of Tower-buildings, North Chapel-street, Liverpool, merchant, late of 18, Gloucester-square, Hyde-park, Middlesex, Esq. May 1; Hunter, Gwatkin and Co., solicitors, 2, New-square, Lincoln's-inn, Middlesex.

KING (Christopher), Leeds, boot and shoemaker. April 1; C. Tempest, solicitor, 10, Albion-street, Leeds.

LISBURNE (Right Hon. Ernest A., Earl of), Crosswood, Llanafon-y-Trawscoed, Cardigan. Feb. 28; Tatham and Co., solicitors, 36, Lincoln's-inn-fields, Middlesex.

MINTER (Sophia), formerly of 61, Ball's Pond-road, Islington, but late of 84, Essex-road, Islington, Middlesex, widow. Feb. 28; A. C. Cronin, solicitor, 3, Bloomsbury-square, London.

MAUGHAM (Wm. K.), Laura-place, Lower Clapton, Middlesex, gentleman. March 1; R. S. Gregson, solicitor, 8, Angel-court, Throgmorton-street, London.

O'BRIEN (Hon. Emma), Blatherwycke-park, Northampton, widow. March 13; Rickards and Walker, solicitors, 28, Lincoln's-inn-fields, Middlesex.

OWSLOW (Jas.), Bury-street, Birmingham, carter. Feb. 10; Coleman and Coleman, solicitors, 27, Colmore-row, Birmingham.

SIMMANCE (Jos.), Melbourne, Cambridge, publican and farmer. March 12; Hale Wortham, solicitor, Boyston, Herts.

SMITH (Chas.), Arundel-street, Sheffield, tinner and brazier. March 7; Watson and Esam, solicitors, 29, Bank-street, Sheffield.

SMITH (Emma), 37, Chester-square, Middlesex, spinster. March 31; T. W. Nelson, solicitor, 6, Lawrence Pountney-lane, London.

SOULE (Rev. Israel M.), St. John's-hill, Battersea, Surrey. March 21; J. B. Batten, solicitor, 32, Great George-street, Westminster.

SUTHERLAND (Charlotte), formerly of 12, Pelham-street, Fulham-rd, Middlesex, late of 11, James-street, Larkhall-lane, Clapham, Surrey, widow. Feb. 23; Shepheard and Sons, solicitors, 32, Finsbury-circus, London.

SWINGLER (Thos.), Douglas House, Litchurch, near Derby, ironmaster, manufacturer of bar iron, railway engineer and coal master. March 25; Henry Swingler, The Laurels, Duffield-road, Derby.

SWINNERTON (Robert), Weddington, near Nuneaton, farmer and timber merchant. Feb. 28; C. Buchanan, solicitor, Nuneaton.

TAYLOR (Rev. Henry J.), heretofore of Dalverton, Somerset, late of Beauchamp, Washfield, near Tiverton, Devon, clerk. Feb. 13; C. E. Rowcliffe, solicitor, Stogumber, Somerset.

THACKWRAY (Esther), formerly of Harrowgate, York, late of 11, Oxford-terrace, Hyde-park, Middlesex, spinster. March 1; F. and T. Smith and Sons, solicitors, 15, Furnival's-inn, London.

TILDEN, (John), Ifield Court, Kent, Esq. March 16; E. Woodard, solicitor, 2, Ingram-court, Fenchurch-street, London.

TODD (Matthew), South Gate, Sunderland, gentleman. March 16; Snowball and Allison, solicitors, 1 Nile-street, Sunderland.

WILCOX (Zebedee), 218, Whitechapel-road, Middlesex, soda water manufacturer. Feb. 21; G. Magor Cooke, solicitor, 9, Gray's-inn-square, Middlesex.

WORRALL (Samuel), formerly of 47, Conduit-street, late of 23, Albion-street, Middlesex, Esq. March 25; Osborne and Co., solicitors, 41, Broad-street, Bristol.

YATES (Geo.), Pritchett-street, Birmingham, and 43, Monument-lane, Edgbaston, electro-plater. March 2; Whateley and Co., solicitors, 41, Waterloo-street, Birmingham.

REPORTS OF SALES.

Wednesday, Jan. 21.

By Mr. H. E. MURRELL, at the Mart.

Brunswick-square—No. 7, term 18 years—sold for £580.
Marylebone—No. 32, Beaumont street, term 16 years—sold for £100.
Kensington—No. 7, Pembroke-square, term 48 years—sold for £145.
Euston-square—Seymour-street, an improved rent of £66 per annum, term 16 years—sold for £500.
Doctors' Commons—The lease of No. 6, Godliman-street, term 8 years—sold for £175.
Upper Holloway—No. 11, Brunswick-road, term 70 years—sold for £150.

Thursday, Jan. 22.

By Messrs. NEWBON and HARDING, at the Mart.

Clerkenwell—Nos. 7 to 14, and Nos. 26 to 29, Thomas-street, term 36 years—sold for £1310.

Wednesday, Jan. 28.

By Messrs. EDWIN FOX and BOUSFIELD, at the Mart.

Holborn—No. 10, Ely-place, freehold—sold for £3350.
Mitre-court—The Mitre Wine Vaults, freehold—sold for £2650.
The freehold house, situate in Mitre-court—sold for £830.
Ely Chapel, comprising an area of 4100ft., freehold—sold for £5250.
The Ely Mews, area 6000ft., freehold—sold for £3050.
Nos. 22, 23, and 29, Ely-place, freehold—sold for £3320.
Stepney—No. 74, Jubilee-street, term 27 years—sold for £220.
Commercial-road—No. 35, Portland-street, term 25 years—sold for £253.
Stepney—No. 3, High-street, term 46 years—sold for £215.

ELECTION LAW.

THE TAUNTON ELECTION PETITION.

In giving judgment on this case on Monday last, Grove, J., having stated that the respondent was charged with bribery and treating by himself and his agents, and that there was also an imputation of general bribery and treating, proceeded to give the following judgment:—In so far as relates to bribery and treating by the respondent himself, the learned counsel for the petitioners, at the close of his opening speech, admitted that there were no proper grounds for making any personal imputation. On this head I may at once say that nothing has transpired in this inquiry to derogate in the slightest degree from the high character the respondent has always borne, and which her Majesty's Attorney-General ought to bear. With regard to general bribery and treating, and corruption, so as to taint the whole constituency, and thus render the election void, the point was scarcely pressed in the reply of the counsel for the petitioners, and I am of opinion that no such general corruption was proved in this case. Undoubtedly painful disclosures were made, applying to a portion of the constituency, small with reference to the whole body, but not absolutely inconsiderable,

which showed by the mere exhibition of the witnesses themselves, that there was a certain number of voters, who, for a small bribe or a small supply of drink, would promise their votes to either candidate—whether they would keep their promise is another question—and some of whom had reached the lowest stage of degradation, that they gloried in their shame. I see no reason, however for coming to the conclusion that extensive bribery or corruption prevailed at the election. I come now to the point upon which the great contest in this case arose. Did the respondent not by himself or by any conscious authority, but by the hands of an agent or agents for whom he is responsible, so bribe or treat that this election must be declared void? The law of agency, as applied to election petitions, has been sufficiently expressed by different learned judges, some of whom have likened it to the relation of master and servant, and another to the employer of persons to run a race for him; but no exact definition, meeting all cases, has, as far as I am aware, been given. Two learned judges—the late Mr. Justice Willes and Mr. Justice Blackburn—have pointed out the difficulties of arriving at one. All agree that the relation is not the common law one of principal and agent, but that the candidate may be responsible for the acts of one acting on his behalf, though the acts be beyond the scope of the authority given, or, indeed, in violation of express injunction. So far as regards the present case, I am of opinion that to establish agency for which the candidate would be responsible he must be proved by himself or by his authorised agent, to have employed the persons whose conduct is impugned, to act on his behalf, or to have to some extent put himself in their hands, or to have made common cause with them for the purpose of promoting his election. To what extent such relation may be sufficient to fix the candidate must, it seems to me, be a question of degree and of evidence to be judged of by the election petition tribunal. Mere non-interference with persons who, feeling interested in the success of the candidate, may act in support of his canvass, is not sufficient, in my judgment, to saddle the candidate with any unlawful acts of theirs of which the tribunal is satisfied he or his authorised agent is ignorant. It would be vain to attempt an exhaustive definition, and possibly exception may be taken to the approximate limitation which I have endeavoured to express. It must also be borne in mind in these cases that, although the object of the statute by which the tribunal of election judges was created was to prevent corrupt practices, still the tribunal is a judicial and not an inquisitorial one. It is a court to hear and determine according to law, and not a commission armed with powers to inquire into and suppress corruption. Without expressing myself in equally strong terms with Baron Martin in the *Wigan* case, I am of opinion that the evidence of corrupt practice must establish affirmatively to the reasonable satisfaction of the judge that the acts complained of were done. I now proceed to consider the evidence in this case. And, having do so, his Lordship held Sir Henry James duly elected, and ordered the petitioners to pay the costs.

MAGISTRATES' LAW.

ACCUSED PERSONS IN CORONERS' COURTS.

THE following is the judgment of Mr. Fitzgerald, in the Irish case of *Re Marshall*, which we referred to in our leading columns last week:—

FITZGERALD, J.—I quite concur in the statement of the Solicitor-General that, if there is to be a change in the law, it should be made by the Legislature. I confess, I think that the present mode of proceeding presents to the public rather an unseemly aspect, and is liable to be misrepresented; and therefore I have not any hesitation in saying that, in my judgment, some alteration of the law is required, in order to render unnecessary such applications as the present. If the coroner's court is to exist as it stood originally, we are all bound to give it every assistance. It is not for me to say whether it should be abolished or amended, or subjected to any or what regulations. Up to a very recent period, a course had been adopted which, no doubt, was unlawful. The magistrates made an order to take an accused person before the coroner. The law officers of the Crown expressed the opinion that the proceeding was contrary to law, and no doubt it was so; and, in consequence, the case of *Ex parte Reardon* (7 Ir. L. T. Rep. 193) came before me. The coroner's is a very ancient court. I believe I may say that it existed before such officers as an Attorney-General or Solicitor-General were known. So long as this ancient court exists, it must hold its inquiries. Its sitting is not merely optional with the coroner; and the proceedings before police magistrates do not interfere with nor suspend the inquiry of the coroner. No matter whether the magistrate committed for trial or not, it is the duty of the coroner to hold an inquest whenever a case of suspicious death occurs, and to inquire whether any person or persons were chargeable with the death of the deceased. If a crime is committed, and the party by whom it was alleged to have been committed flies from justice, the police are informed by the authorities of the transaction, a warrant is issued, the police are properly called into requisition, and the accused is intercepted and made amenable to justice. The real question is, whether a short, summary mode should not be adopted, either with the consent of the Attorney-General, or by a warrant issued by the magistrates, or otherwise, by which an accused person, when it happens that he or she is in custody on a magistrate's warrant, could be conveyed before the coroner's court, where such a course is proper and desirable. One of the grounds on which the present application has been made is similar to that which was relied on in *Reardon's* case, upon which I have explained my views. In dealing with this application, I must entirely exclude from consideration what took place before the magistrate. If I were to determine that the jurisdiction of the coroner could, in the slightest degree, be affected by the proceedings before the magistrate, it would have a tendency to raise an unseemly conflict, and to cause, as it were, a rush between two jurisdictions to determine which of them should have the charge of a case. Besides, I cannot in this case hold that the inquiry of the magistrates has closed. The magistrate has remanded the prisoner, but, though he might have been prepared to pronounce judgment on the last day, it is still quite open to him, on the next day, to hear fresh evidence on the part either of the prosecution or of the accused, and to alter the opinion he had entertained. It is not for me to say, should the prisoner be tendered as a witness before the coroner, whether he should or should not refuse to receive her evidence, nor is it for me to inquire with what object she might be tendered as a witness before the coroner. It is open to her advisers, should they think fit, to tender her before the coroner as a witness, and I cannot say, if her evidence is offered, that it will not be material. I, for one, have long entertained the opinion, and have repeatedly expressed it from the bench, that, at the final trial before the judge and petty jury, prisoners should be allowed to tender themselves and be received as witnesses, if they so desired it. I believe that there is a great defect in the law as it stands at present, and I think that an alteration in the law to that effect should be made, as it would be most conducive to the due administration of criminal justice. The adviser of the prisoner has sworn that it would be necessary for the prisoner to be present at the inquest before the coroner, in order that she might be tendered as a witness; and I must treat the application with that view as *bona fide*. That course, if adopted, will be taken at the peril of the party; and if I were sitting as a coroner, although I would not call upon her to be examined, I should be very slow to refuse to receive her evidence if it were offered. It might affect her prejudicially, or it might have a contrary effect. I do not know anything of the general facts of the case except what I have seen in the newspapers, but I understand it to be a case of what is called circumstantial evidence. The charge is one of administering poison. The evidence went to to show that the accused purchased the poison—that the deceased met his death by poison of the same description as that which had been purchased—that she had been in his company shortly before the alleged murder, and that she made some misrepresentations when inquiries were made to her. This is a strong circumstantial case, but it is just of such a character that it might be desirable that the prisoner should be present at the investigation before the coroner, though it might be considered by her legal adviser inexpedient to tender her for examination. Therefore, if the application rested alone on the ground of the prisoner's desire or that of her advisers that she should be tendered as a witness, I should feel very great difficulty in refusing a writ of *habeas corpus ad testificandum*. But the application here is made, also, on other grounds. In *Reardon's* case I expressed an opinion, to which I still adhere, that it was desirable on all grounds that the prisoner should be brought before the coroner's court, and that I was bound to assist an application for that purpose, if, in point of law, it was competent for me to do so. In the course of the argument in that case, it was admitted by Mr. Johnson, as counsel for the Crown, that the court could, under special circumstances, issue the writ in aid of the defective powers of an inferior court. This I regard as a case coming within the principle there admitted. I am of opinion that, in a case where the party accused claims the right to be present at the coroner's inquiry in order to hear the evidence received against himself or herself, and to assist his or her counsel and attorney, I am bound to grant the application for that purpose. The Solicitor-General has argued that the decision would apply to every case throughout the country—I quite agree with him, and I am not afraid to take that view of it. I have not any doubt that, in every proper case in which the law officers of the Crown should think it right to do so, they would, themselves, take measures to have a prisoner brought before the coroners' courts. I am quite sure that, in this particular case, if the Solicitor-General considered it right, he would have advised that the present application should be made at the expense of the Crown. In cases in which the Crown would not make such an application, it would have to be made at the risk and expense of the prisoner, and if I should order the writ in the present case it would be issued at the expense of the party accused. Generally speaking, the very last place in which persons desire to be is in a coroner's court—it is the place they most wish to avoid, and if the police would allow them they would keep out of it altogether. So that I do not think it likely to be a matter of frequent occurrence that persons would incur the expense of an application for a *habeas corpus* for the mere pleasure of being present at a coroner's inquiry. In country cases the expense of transmission, also, would have to be borne by the party seeking the writ. Therefore, I do not think that there could be any danger of abuse resulting from the decision which I am about pronouncing. It appears to me, upon two grounds, that the present case comes within *Reardon's* case. First, it is a case where the attorney swears in his affidavit that he is advised to tender this woman as a witness.

The *Solicitor-General*.—He does not swear that, or that he intends to examine her. He says, "I am advised, and myself verily believe, that the presence of the said Anne Wyndfor Marshall will be necessary at the coroner's inquest."

Byrne.—In order that the prisoner may be tendered as a witness.

FITZGERALD, J.—Even upon the statement contained in the affidavit, I would feel great difficulty in refusing the application; and I have already expressed the opinion, in this and other criminal cases, that it would be the proper course to enable a prisoner to have the option of tendering herself or himself to be examined; and I also think that the special circumstances of this case render it advisable that the prisoner should be present. Her presence might aid in the administration of justice, in enabling the coroner's jury to find not merely a verdict—for I do not narrow the administration of justice in the coroner's court to that—but a true verdict, whatever that verdict might be. It is not a case resting upon direct evidence of the crime having been actually seen committed; the evidence is circumstantial, and it is one of those cases in which it is desirable that the party accused should be present at the inquest. I therefore feel bound to grant the writ (to be of the same form and nature as in *Reardon's* case), again expressing the opinion that some alteration in the law is desirable, so as to render unnecessary this very expensive kind of application. Some short and summary process might be devised to meet such cases as the present, and in order to aid in the administration of justice.

MANCHESTER CITY POLICE COURT.

Wednesday, Jan. 21.

(Before Mr. HEADLAM, the Stipendiary.)

Bona fide travellers—Licensing Act.

S., a licensed victualler, was summoned for having his house open for the sale of intoxicating liquors during prohibited hours, on Sunday. The only persons proved to have been served were omnibus drivers and guards travelling from Manchester to considerable distances and back.

Held, that they were bona fide travellers.

Jordan, barrister, appeared for the defence.

THIS was a case involving the question as to who is a *bona fide* traveller under the Licensing Act. The defendant was Mr. Walter Stopford, of the Old Boar's Head Hotel, Withy-grove, and he was summoned for having his house open for the sale of liquors during prohibited hours on a Sunday.

Police-constable Enoch Wilkinson stated that last Sunday but one he entered the defendant's house by the back door, and found five men inside, one of whom was drinking a glass of rum. Under cross-examination the witness said the man who had the rum was the guard of the Bury omnibus.

There was no other evidence for the prosecution.

Jordan said that the question involved in this case was a very important one, viz., whether his client was or was not bound to treat as travellers omnibus drivers and guards, who were constantly on a Sunday travelling to and from places a considerable distance from Manchester. The defendant was extremely desirous that by the magistrate's decision so important a question might be settled, and he was very willing to conform to the law. *Jordan* said he would prove that the men seen in the house by the policeman were all known

to the defendant's manager as being of the class he had mentioned. He argued that such men were *bona fide* travellers within the meaning of the law, and entitled as such to demand refreshment from a publican, the refusal of the publican rendering him liable to an indictment. This view of the matter was supported by the decision of Erle, C.J., in the case of *Taylor*, app., v. *Humphreys*, resp. The learned counsel submitted that omnibus guards, drivers, and the like, were travellers by profession, and if they were to be refused necessary refreshment while pursuing what was in some respects a difficult and dangerous business a great injustice would be done.

Witnesses were then called who proved that of the men seen by the policeman when he visited the defendant's house two were drivers of omnibuses which had, shortly before, come into Manchester from Bury and Pendleton; one was a guard, and the other two were drivers who had travelled from Swinton.

On the conclusion of the evidence, Mr. HEADLAM said there was no doubt that men of the class referred to by Mr. Jordan were *bona fide* travellers, and entitled to refreshments at any time during Sunday; but it was necessary for public-house keepers to look very carefully after the men who accompanied the guards and drivers, for it might happen that they would bring in their friends who were not travellers at all.

Jordan said that it was the custom at his client's house to be very careful in that respect.

Mr. HEADLAM went on to say that there had been considerable difficulty about this question, because men often obtained drink by falsely representing that they were travellers, and a publican was liable to a penalty for refusing refreshment to a *bona fide* traveller. In this case the summons would be dismissed.

THE BASTARDY LAWS AMENDMENT ACT 1873.

WE have received from the office of the Local Government Board the following general order which has been issued by the board, in pursuance of the authority conferred upon them by sect. 6 of the Bastardy Laws Amendment Act 1873:

Whereas it is enacted by the Bastardy Laws Amendment Act 1873 that the Local Government Board may issue such new or altered forms of proceedings in matters of bastardy as they shall deem necessary or expedient for giving effect to the provisions of that Act and of the Bastardy Laws Amendment Act 1872;

And whereas the Local Government Board, in pursuance of the authority so conferred upon them, did, on the 4th Aug. last, issue certain forms set forth in the schedules thereto annexed;

And whereas it is expedient that additional forms should be issued by the said Local Government Board, as hereinafter mentioned:

Now therefore, we, the Local Government Board, in pursuance of the authority aforesaid, do hereby issue the additional forms set forth in the schedule hereto annexed.

SCHEDULES.

No. 1.

Application by the Guardians of a Union or Parish to which a Bastard Child has become chargeable.

} Application of the guardians of the poor
to wit. } of the union (*a*) in the county (*b*) of
made before us, the undersigned two of Her Majesty's justices of the peace acting for the petty sessional division (*b*) of in the county (*b*) of and having jurisdiction in the said union (*a*), in petty sessions assembled, this day of in the year of our Lord one thousand eight hundred and ;

Who say that, on the day of in the year of our Lord one thousand eight hundred and a certain bastard child of single woman, became chargeable to the said union (*a*), and allege that one of in the county (*b*) of is the father of such child, and make application to us for a summons to be served upon the said to appear before two justices of the peace having jurisdiction in the said union (*a*), to show cause why an order should not be made upon him to contribute towards the relief of such bastard child.

Exhibited before us the day and year first above written.

(*a*) *or* of the parish of .
(*b*) *or* city, borough, or other place.

No. 2.

Summons on Application by the Guardians of a Union or Parish to which a Bastard Child has become chargeable.

} To of in the parish of in
to wit. } the county (*a*) of .

Whereas application hath been made to us, the undersigned two of Her Majesty's justices of the peace acting for the petty sessional division (*a*) of in the county (*a*) of and having jurisdiction in the union (*b*), in petty sessions assembled, by the guardians of the said union (*b*) for a summons to be served on you to appear before two justice of the peace having jurisdiction in the said union (*b*), to show cause why an order should not be made upon you to contribute towards the relief of a certain bastard child of single woman, which child has become chargeable to the said union (*b*), and of which child it is alleged that you are the father:

These are therefore to require you to appear at the petty session of Her Majesty's justices of the peace for the county (*a*) of to be holden in and for the division (*a*) of in the said county (*a*) at on the day of at of the clock in the noon, in the year of our Lord one thousand eight hundred and to show cause why an order should not be made upon you to contribute towards the relief of the said bastard child.

Herein fail you not.

Given under our hands and seals this day of in the year of our Lord one thousand eight hundred and at in the county (*a*) aforesaid.

(L.S.)
(L.S.)

(*a*) *or* city, borough, or other place.

No. 3.

Recognisance on Adjournment of Hearing.

Recognisance in the common form with the following condition:

Condition.

The condition of the within written recognisance is such, that if the said shall personally appear on the day of at of the clock in the noon, at before such justices of the peace for the county (*a*) of as may then be there, to show cause why an order should not be made upon him to contribute towards the relief of a certain bastard child of , single woman, which child has become chargeable to the union (*b*), and of which child it is alleged that the said is the father, then the said recognisance to be void, or else to stand in full force and virtue.

(*a*) *or* city, borough, or other place.
(*b*) *or* the parish of .

No. 4.

Notice of such Recognisance to be given to the Defendant (and his Surety or Sureties).

Take notice, that you, , are bound in the sum of , [and you, , in the sum of , and in the sum of ,] that (*c*) appear personally on the day of at of the clock in the noon at before such justices of the peace for the county (*a*) of as shall then be there, to show cause why an order should not be made upon (*c*) to contribute towards the relief of a certain bastard child of , single woman, which child has become chargeable to the union (*b*), and of which child it is alleged that (*c*) are the father, as to which matter the hearing of the application of the guardians of the said union (*b*) was adjourned to the said time and place, and unless (*d*) appear accordingly, the recognisance entered into by you, , [and by , and , as your surety ,] will forthwith be levied on you [and him].

Dated this day of 18 .

(*a*) *or* city, borough, or other place.
(*b*) *or* the parish of .
(*c*) Insert you or the name of the alleged father, as the case may require. (*d*) Insert you or he.

No. 5.

Recognisance on Notice of Appeal.

Recognisance in the common form, with the following condition:

} Whereas by an order under the hands and
to wit. } seals of two of Her Majesty's justices of the peace in and for the county (*a*) of having jurisdiction in the union (*b*), assembled at a petty session holden in and for the division (*a*) of in the said county (*a*), at on the day of in the year of our Lord one thousand eight hundred and the said was adjudged to be the putative father of a certain bastard child, of which one , single woman, had been delivered, and which had become chargeable to the said union (*b*), and was ordered to pay to the guardians of the said union (*b*) or to one of their officers, certain sums of money therein set forth as contributions towards the relief of the said child: And whereas the said hath given to the said guardians notice of his intention to appeal against the said order to the general quarter sessions of the peace to be holden on the day of next, for the county (*a*) of :

Now the condition of this recognisance is such, that if the above-named do appear at the general quarter sessions of the peace to be holden at in and for the county (*a*) of on the day of in the year of our Lord one thousand eight hundred and and then and there try such appeal, and pay such costs as shall be by the said court awarded, then this recognisance to be void.

Taken and acknowledged, this day of in the year of our Lord one thousand eight hundred and at in the county (*a*) of before me the undersigned, one of Her Majesty's justices of the peace in and for the said county (*a*).

(*a*) *or* city, borough, or other place.
(*b*) *or* the parish of .

No. 6.

Order for Contribution towards the Relief of a Bastard Child which has become chargeable to a Union or Parish.

} At a petty session of Her Majesty's jus-
to wit. } tices of the peace for the county (*a*) of holden in and for the division (*a*) of in the said county (*a*), at on the day of in the year of our Lord one thousand eight hundred and before us Her Majesty's justices of the peace for the said county (*a*), having jurisdiction in the union (*b*), in the county (*a*) of .

Whereas the guardians of the said union (*b*), did on the day of in the year of our Lord one thousand eight hundred and , make application to two of Her Majesty's justices of the peace acting for the petty sessional division (*a*) of in the county, (*a*) of and having jurisdiction in the said union (*b*), for a summons to be served upon one of the parish of in the county (*a*) of to appear before two justices of the peace having jurisdiction in the said union (*b*), to show cause why an order should not be made upon the said to contribute towards the relief of a certain bastard child of , single woman, which child did on or about the day of in the year of our Lord one thousand eight hundred and , become chargeable to the said union (*b*), and of which child it is alleged that the said is the father, and whereas the said last-mentioned justices thereupon issued their summons to the said to appear at a petty session to be holden on this day for this division (*a*) to show cause why such order should not be made upon him:

And whereas the said having been duly served with the said summons *and appearing in pursuance thereof* (*c*), and the said guardians having now applied to us, the justices in petty sessions assembled, for an order upon the said , under The Bastardy Laws Amendment Act 1873, and it being now proved to us, *in the presence and hearing of the said* (*d*) that the said child was, on the day of in the year of our Lord one thousand eight hundred and born a bastard of the body of the said , and that the said child did on or about the day of in the year of our Lord one thousand eight hundred and become and is now chargeable to the said union (*a*), and we having, *in the presence and hearing of the said* (*d*) heard the evidence of such woman and such other evidence as hath been produced, in support of the application, *and having also heard all the evidence tendered by* (*e*) the said and the evidence of the said , the mother of the said child, having been corroborated in some material particular by other evidence to our satisfaction, do hereby adjudge the said to be the putative father of the said bastard child; and do also hereby order that the said do pay to the said guardians, or to one of their officers, the sum of (*f*) towards the relief of the said child during such time as the said child shall continue or hereafter become chargeable to the said union, (*b*) until the mother shall obtain an order or until such child shall attain the age of years (*g*), together with the sum of for the costs incurred in obtaining this order.

Given under our hands and seals, at the session aforesaid.

(L.S.)
(L.S.)

(*a*) *or* city, borough, or other place.
(*b*) *or* the parish of
(*c*) Insert here, if the defendant do not appear, "six days at least before this day, as is now proved before us," or "the same having been left at his last place of abode six days at least before this day, as is now proved before us," and erase the words in italics.
(*d*) Should the defendant not appear, erase the words in italics.
(*e*) Should the defendant appear by attorney or counsel, it will then then be only necessary to erase the word "by," and add "on behalf of;" but should he not appear himself, or by attorney or counsel, then erase the words in italics.
(*f*) Insert "weekly" or otherwise as the justice may determine.
(*g*) Insert "thirteen" or "sixteen" according as the justices may order.

No. 7.

Information of an Officer of a Union or Parish on Disobedience to the Order made upon the putative Father.

} The information and complaint of of
to wit. } in the county (*a*) of , being an officer of the Union (*b*), taken upon oath (*c*) before me, one of Her Majesty's justices of the peace in and for the county (*a*) of the (*d*) day of in the year of our Lord one thousand eight hundred and who saith, that by an order made under the authority of The Bastardy Laws Amendment Act 1873, at a petty session holden in and for the division (*a*) of in the county (*a*) of on the day of in the year of our Lord one thousand eight hundred and by two of Her Majesty's justices of the peace acting for the said division (*a*) and having jurisdiction in the said union (*b*), then and there assembled, one of in the parish of in the county (*a*) of was adjudged to be the putative father of a bastard child, born of the body of , single woman, which child has become chargeable to the said union (*b*), and that in and by the said order it was ordered that the said should pay to the guardians of the said union (*b*), or to one of their officers, the sum of (*e*) towards the relief of the said child during such time as the said child should continue or thereafter become chargeable to the said union (*b*), until such child should attain the age of (*f*) years, together with the sum of for the costs incurred in obtaining the said order:

And this deponent further saith, that the said hath had due notice of the said order, and that the payments directed to be made by the said order have not been made according thereto by the said , and that there is now in arrear for the same the sum of , being the amount of arrears of payments for weeks:

And this informant therefore prays justice in the premises.

Exhibited and sworn before me, the day and year first above written, at in the county (*a*) of

(*a*) *or* city, borough, or other place.
(*b*) *or* the parish of
(*c*) *or* affirmation.
(*d*) This must not be before the expiration of one calendar month from the order.
(*e*) Insert "weekly," or otherwise, according to the terms of the order.
(*f*) Insert "thirteen" or "sixteen," according as the justices may have ordered.

No. 8.

Warrant of Apprehension for Disobedience to Order for Contributions by the putative Father towards the Relief of a Bastard Child chargeable to a Union or Parish.

} To (*a*)
to wit. }

WHEREAS information and complaint have been made upon oath (*b*) before me, one of Her Majesty's Justices of the Peace in and for the county (*c*) of the day of in the year of our Lord one thousand eight hundred and , by of in the county (*c*) of an officer of the union (*d*) that by an order made under the authority of the statute in that behalf at the petty session holden in and for the division (*c*) of in the county (*c*) of on the day of in the year of our Lord one thousand eight hundred and by Her Majesty's Justices of the Peace in and for the said county (*c*) acting in and for the said division (*c*), and having jurisdiction in the said union (*d*), then and there assembled, one of in the parish of in the county (*c*) of was adjudged to be the putative father of a certain bastard child, born of the body of , single woman, which child had become chargeable to the said union (*d*), and that in and by the said order it was ordered that the said should pay to the guardians of the said union (*d*)

or to one of their officers, the sum of (e) towards the relief of the said child during such time as the said child should continue or thereafter become chargeable to the said union (d), until such child should attain the age of years (f), together with the sum of for the costs incurred in obtaining the said order:

And that the said had had due notice of the said order, and that the payments directed to be made by the said order have not been made according thereto by the said and that there is now in arrear for the same the sum of , being the amount of arrears of payments for weeks:

These are, therefore, in Her Majesty's name, to command you, or some or one of you, forthwith to apprehend the said and convey him before two of Her Majesty's Justices of the Peace in and for the said county (c) to answer the premises, and be dealt with according to law.

Given under my hand and seal, at in the county (c) of this day of in the year of our Lord one thousand eight hundred and

L.S.

(a) This should be addressed to the constables of the metropolitan police force, or of the county, borough, or parish, according to circumstances.
(b) *or* affirmation.
(c) *or* city, borough, or other place.
(d) *or* the parish of
(e) Insert "weekly," or otherwise according to the terms of the order.
(f) Insert "thirteen" or "sixteen," according as the Justices may have ordered.

No. 9.

Warrant of Distress against the putative Father of a Bastard Child chargeable to a Union or Parish.

} To (a)
to wit. }

WHEREAS information and complaint were, on the day of in the year of our Lord one thousand eight hundred and made upon oath (b) before one of Her Majesty's justices of the peace in and for the county (c) of by of in the county (c) of , an officer of the union (d), that by an order made at the petty session holden in and for the division (c) of in the county (c) of on the day of in the year of our lord one thousand eight hundred and by two of Her Majesty's justices of the peace in and for the said county (c), acting in and for the said division (c), and having jurisdiction in the said union (d), then and there assembled, one of in the parish of in the county (c) of was adjudged to be the putative father of a certain bastard child born of the body of , single woman, which child had become chargeable to the said union (d), and that in and by the said order it was ordered that the said should pay to the guardians of the said union (d), or to one of their officers, the sum of (e) towards the relief of the said child during such time as the said child should continue or thereafter become chargeable to the said union (d), until such child should attain the age of (f) years, together with the sum of for the costs incurred in obtaining the said order:

And that the said had had due notice of the said order, and that the payments directed to be made by the said order had not been made according thereto by the said , and that there was then in arrear for the same the sum of , being the amount of arrears for weeks' payments:

And whereas the said justice, by warrant under his hand and seal directed to commanded them, or some or one of them, forthwith to apprehend the said and to convey him before two of Her Majesty's justices of the peace for the said county (c), to answer the premises, and be dealt with according to law:

Whereupon the said being now brought before us, two of Her Majesty's justices of the peace for the said county (c), to show cause why the same should not be paid, hath not shown any cause why the same should not be paid; and the same duly appearing to us upon oath to be due from the said under the said order, together with the further sum of for the costs attending such warrant, apprehension, and bringing up of him, the said nevertheless neglects (g) to make payment of the said sums due under the said order, and the said sums so due for such costs.

These are therefore to require you forthwith to make distress of the goods and chattels of the said , and if within the space of days next after such distress, by you taken the said sums, together with the reasonable charges of taking and keeping the said distress shall not be paid, that then you do sell the said goods and chattels so by you distrained, and out of the money arising by such sale thereof that you detain the said sums, and also the reasonable charges of taking, keeping, and selling the said distress, rendering the overplus (if any), on demand, unto the said and if no sufficient distress can be found, that then you certify the same unto us or unto (h) two of Her Majesty's justices of the peace acting for the county (c) of to the end that such further proceedings may be had therein as to law doth appertain; and we further order you to make return to this warrant, on the day of next, unto us or such justices as aforesaid.

And whereas (i) the said hath not given sufficient security, by way of recognisance or otherwise, to our satisfaction, for his appearance on the return of this warrant, we do hereby further order you to detain the said and keep him in safe custody until the said return can be conveniently made, and then bring him before us or such justices as aforesaid.

Given under our hands and seals, at in the county (c) of this day of in the year of our Lord one thousand eight hundred and

(L.S.)
(L.S.)

(a) This should be addressed to the constables of the metropolitan police force, or of the county, borough, or parish, according to circumstances.
(b) *or* affirmation.
(c) *or* city, borough, or other place.
(d) *or* the parish of
(e) Insert "weekly," or otherwise according to the terms of the order.
(f) Insert "thirteen" or "sixteen," according as the justices may have ordered.
(g) *or* refuses.
(h) If the party give security for his appearance, insert the names of the justices before whom he is to appear; but should he not find such security, insert the word "any."
(i) Should the party find security for his appearance on the return of the warrant erase this paragraph.

No. 10.

Recognisance for Appearance at the Return of the Distress Warrant.

RECOGNISANCE in the common form, subject to the following condition.

} Whereas the above-bounden having
to wit. } been apprehended upon a warrant issued under the hand and seal of , one of her Majesty's justices of the peace in and for the county (a) of , upon the information and complaint of , an officer of the union (b), for disobedience to an order made in the petty session holden in and for the division (a) of , in the county (a) of , on the day of , in the year of our Lord one thousand eight hundred and , by two of her Majesty's justices of the peace having jurisdiction in the said union, then and there assembled, whereby he was adjudged to be the putative father of a bastard child, born of the body of , single woman, which child had become chargeable to the said union (b), and whereby he was ordered to pay certain sums of money as therein set forth; and having been brought before , two of her Majesty's justices of the peace for the county (a) of , by virtue of the said warrant, and having neglected (c) to make payment of the sums due from him under such order, together with the costs attending such warrant, apprehension, and bringing up of him before such justices, they have by warrant under their hands and seals, addressed to , directed the sum so due, together with such costs, to be recovered by distress and sale of the goods and chattels of the said , and have made the said warrant returnable on the day of , to them, or unto , two justices of the peace acting for the county (a) of .

Now the condition of this recognisance is such, that if the above-bounden do appear before the justices unto whom the said warrant is made returnable on the day so appointed for the return thereof, to abide the further proceedings thereon, then the same shall have no effect, otherwise to remain in full force.

Taken and acknowledged the day of , in the year of our Lord one thousand eight hundred and , at , in the county (a) of , before me the undersigned, one of her Majesty's justices of the peace in and for the said county (a) of .

(a) *or* city, borough, or other place.
(b) *or* the parish of . (c) *or* refused.

No. 11.

Warrant of Commitment.

} To (a) and to the keeper of the common
to wit. } gaol (b) at in the county (c) of

WHEREAS information and complaint were, on the day of in the year of our Lord one thousand eight hundred and made upon oath (d) before one of Her Majesty's justices of the peace for the county (c) of by of in the county (c) of , an officer of the union (e), that by an order made under the Bastardy Laws Amendment Act 1873, at the petty session holden in and for the division (c) of in the county (c) of on the day of in the year of our Lord one thousand eight hundred and by two of of Her Majesty's justices of the peace for the said county (c) acting in and for the said division (c) and having jurisdiction in the said union (e) then and there assembled, one of in the parish of in the county (c) of was adjudged to be the putative father of a bastard child born of the body of , single woman, which child had become chargeable to the said union (e); and that in and by the said order it was ordered that the said should pay to the guardians of the said union (e) or to one of their officers, the sum of (f) towards the relief of the said child during such time as the said child should continue or afterwards be chargeable to the said union (e), until such child should attain the age of years (g) together with the sum of for the costs incurred in obtaining the said order:

And that the said had had due notice of the said order, and that the payments directed to be made by the said order had not been made according thereto by the said and that there was then in arrear for the same the sum of being the amount of arrears of payments for weeks.

And whereas the said justice, by warrant under his hand and seal, directed to commanded them, or some or one of them, forthwith to apprehend the said and to convey him before two of Her Majesty's justices of the peace in and for the said county (c) to answer the premises, and be dealt with according to law.

Whereupon the said being now brought before us, two of her Majesty's justices of the peace for the said county (c) to show cause why the same should not be paid, hath not shown any cause why the same should not be paid; and the same duly appearing upon oath (d) to be due from the said under the said order, together with the further sum of for the costs attending such warrant, apprehension, and bringing up of him, the said nevertheless neglects (h) to make payment of the said sums due under the said order, and the said sums so due for such costs:

And whereas it appears to us, upon the admission of the said that no sufficient distress can be had upon his goods and chattels for the recovery of the said several sums:

These are therefore to command you the said to convey the said to the said common gaol (b) at and these are also to command you, the said keeper of the said common gaol, (b) to receive the said into the said common gaol (b), there to remain without bail or mainprise for the term of (i) unless such sum and costs, together with the costs and charges attending the commitment and conveying of the said to the said common gaol (b), and of the person employed to convey him thither, amounting to the further sum of , be sooner paid and satisfied.

Given under our hands and seals, at in the county (c) of this day of in the year of our Lord one thousand eight hundred and

(L.S.)
(L.S.)

(a) This should be addressed to the constables of the Metropolitan Police Force, or of the county, borough, or parish, according to circumstances.
(b) *or* House of Correction.
(c) *or* city, borough, or other place.
(d) *or* affirmation. (e) *or* the parish of.
(f) Insert "weekly" or otherwise according to the terms of the order.
(g) Insert "thirteen" or "sixteen," according as the justices may have ordered. (h) *or* refuses.
(i) Not to exceed three calendar months.

Given under our seal of office, this eighth day of January, in the year one thousand eight hundred and seventy-four.

JAMES STANSFELD, President.
(SEAL.)
H. FLEMING, Secretary.

REAL PROPERTY AND CONVEYANCING.

NOTES OF NEW DECISIONS.

WILL—CHILD EN VENTRE.—A testator by his will directed a fund to be set apart to answer an annuity for his wife, and after her death he directed his trustees to hold the fund upon trust for the child or children of his married daughter, with a gift over in case there should be no such child or children. By a codicil, the testator directed that in case his daughter should be living at the expiration of five years from the death of his wife, and should not then have had any child or children, the gift over should then at once take effect, as if his daughter were dead without children. The daughter was *enceinte* of her first child at the expiration of five years after the death of the testator's wife, and the child was born within six months after the expiration of that period. Held (affirming the decision of Wickens, V.C.), that the gift over did not take effect: (*Pearce* v. *Carrington*, 29 L. T. Rep. N.S. 706. L.JJ.).

MORTGAGE BY ONE OF TWO TENANTS IN COMMON OF PROPERTY IN JOINT OCCUPATION—CONSTRUCTIVE NOTICE.—Two persons purchased a piece of land which was conveyed to them as tenants in common, subject to a joint power of appointment in the two purchasers. They erected thereon premises for the purpose of a business which they carried on in partnership, and the articles of partnership made the premises partnership property. In 1866 one of the partners mortgaged one undivided moiety of the premises to the bankers of the firm to secure repayment of an advance made to him. In 1870 the partnership was dissolved. The other partner filed a bill against the bankers claiming priority over their mortgage in respect of sums advanced by him to his firm. The Vice-Chancellor being of opinion that it was not proved that the bankers knew that the premises were in the joint occupation of the two partners, decided against the plaintiff. On the hearing of an appeal from that decision, one of the bankers was examined in court, and admitted that they knew that the premises were in the joint occupation of the plaintiff and his partner for the purposes of their business. Held, that this knowledge brought the case within the doctrine of *Daniels* v. *Davidson* (16 Ves. 249), that the bankers must be taken to have had notice of the plaintiff's interest, and that the plaintiff's claim was therefore entitled to rank in priority to the banker's mortgage. Decision of Wickens, V.C. accordingly reversed: (*Cavander* v. *Bultcel*, 29 L. T. Rep. N. S. 710. L.JJ.)

SETTLEMENT—COVENANT TO SETTLE WIFE'S AFTER-ACQUIRED PROPERTY.—In a marriage settlement, a covenant by husband and wife to settle after-acquired property of the wife does not extend to property to which the wife becomes entitled after the death of her husband, but only to property acquired during the coverture, although there be no words in the covenant restricting it to property acquired during the coverture. *Dickinson* v. *Dillwyn* (L. Rep. 8 Eq. 546), and *Carter* v. *Carter* (21 L. T. Rep. N. S. 194; L. Rep. 8 Eq. 551), followed. *Stevens* v. *Van Voorst* (17 Beav. 305), overruled: (*Re Edwards*, 29 L. T. Rep. N. S. 712. L.JJ.).

TRUST FUNDS—INVESTMENT—DISCRETION OF TRUSTEES.—After an administration suit has been instituted the discretion given to the trustees of the will as to the investment of the trust funds is subject to the control of the court; and the court will not allow any investment to be made unless it is satisfied of the propriety of it: (*Bethell* v. *Abraham*, 29 L. T. Rep. N. S. 715. M.R.).

WILL—LEGAL PERSONAL REPRESENTATIVE—NEXT OF KIN.—A fund was settled upon a married woman for life, with remainder to her husband for life, with remainder to her children, with remainder, in default of children, to the person or persons who should happen to be her legal personal representative or representatives at the time of her death. Held, that "legal personal representative or representatives" meant next of kin according to the Statute of Distributions: (*Robinson* v. *Evans*, 29 L. T. Rep. N. S. 715. M.R.)

ANNUITY GRANTED AND TENANT FOR LIFE—APPORTIONMENT—ARREARS—ENTRY.—In order to obtain a right to recover the arrears of an annuity, or of an apportioned part of it, upon the death of a tenant for life who has granted it during his life, with a power of entry, the right of entry must have been actually exercised; and a petition claiming against the estate of the tenant for life, payment of the arrears, and an apportioned part from the date of the death, was, in the absence of such entry, dismissed: (*Ex parte Watkins*, 29 L. T. Rep. N. S. 721. M.R.)

WILL—LEASEHOLDS—CONTRARY INTENTION.—A testator, by will made in 1861, devised all his "messuages, lands, and hereditaments in the county of Middlesex, and all other lands and hereditaments in England belonging to him," to the use of his eldest son G. for life, with remainder to his issue in tail male . . . with an ultimate remainder to his own right heirs. He also bequeathed "all his money, securities for money, goods, chattels, and personal estate," to trustees upon trusts corresponding with the trusts of "the hereditaments thereinbefore devised in strict settlement," but so that the same "should not vest absolutely in any person thereby made tenant in tail by purchase, unless such person should attain twenty-one. As to the devised realty, the will contained a power of sale, empowering the trustees to invest the sale moneys in the purchase of freeholds or leaseholds "convenient to be held therewith." The will also contained a bequest of chattels and heirlooms in strict settlement. The testator, both as to any leaseholds to be purchased under the power, and as to the chattels, repeated the above provisions as to their not vesting in any infant tenant in tail. The testator, at the time of his death, was possessed of both freehold and leasehold estates in the county of Middlesex. Held, that the leaseholds did not pass under the devise of real estate, by virtue of the 26th section of 1 Vict. c. 26, as there was sufficient indication of a contrary intention appearing on the face of the will; but passed under the residuary bequest: (*Prescott* v. *Barker*, 29 L. T. Rep. N. S. 727. V.C.M.)

WILL—GIFT TO ILLEGITIMATE CHILD.—Testator married, in 1864, his second wife, by whom he had already two illegitimate children, but having no children surviving of his former marriage. By his will, executed shortly after his second marriage, he gave all his property to his wife for life, with liberty to "direct the disposal of the property amongst our children by will," and should she make no will the property to be divided "equally between my children by her." Testator died in 1872, leaving his widow and the two children surviving him, but having had no other children by her. The testator had treated the children as his own. Held, that the illegitimate children were the objects of the power: (*Dorin* v. *Dorin*, 29 L. T. Rep. N. S. 731. V.C.M.)

MARRIED WOMAN—EXECUTION OF CONVEYANCE BY — HUSBAND'S DESERTION — LIVING APART.—Where a woman having been deserted by her husband has been living apart from him for upwards of two years, and has maintained herself and her children without any assistance from him during that time, the court will, although the husband and wife are in communication with each other, grant an order to dispense with the concurrence of the husband in the execution of a conveyance by the wife of some property to which she is entitled apart from him, he having refused when applied to for the purpose to concur: (*Ex parte Sutcliffe*, 29 L. T. Rep. N. S. 747. C. P.)

LEGACY AND PROBATE DUTY—DIRECTION BY WILL TO SELL PROPERTY.—Where real property is by will expressly directed to be sold, and the produce and the testator's personalty all are to constitute one fund applicable to the purposes of the will, the land, though unsold, and though, in consequence of the happening of certain events, it might, for the purposes of devolution, go to the heir, is nevertheless, for fiscal purposes, to be treated as personal property. *Williamson* v. *The Lord Advocate* (10 Clk. & Fin. 1) followed: (*Attorney-General* v. *Lomas*, 29 L. T. Rep. N. S. 749. EX.)

COMPANY LAW.

NOTES OF NEW DECISIONS.

CONTRIBUTORY—CANCELLATION OF SHARES—ALTERATION OF ARTICLES OF ASSOCIATION.—In 1865 the capital of a company consisted of 2000 shares of £10 each, one moiety of which (hereinafter called the A shares) were fully paid, while on the other moiety (hereinafter called the B shares) only £2 10s. was paid up. In February of that year two resolutions were duly passed, and confirmed at extraordinary general meetings of the company, whereby it was provided that all the A shares should be cancelled, and that two new shares of £10 each, with £5 per share credited as paid up, should be issued in lieu of each A share: and that all the B shares should also be cancelled, and that one share of £10., with £5 credited as paid up, should be issued in lieu of every two of the B. shares. And these resolutions, the result of which was on the whole to increase the uncalled capital of the company, were duly registered with the registrar of joint-stock compaies. T., who at that time was the holder of ten B shares, exchanged them for five new shares of £10 each, with £5 per share credited as paid up, and in the following August he sold these shares, but his name was by neglect still left in one of the books of the company as the holder of the ten B shares. In 1873, the company having been ordered to be wound-up, the liquidator sought to place T. on the list of contributories in respect of the ten shares: Held, that the cancellation of the B shares, and the issue of new shares with diminished liability in lieu thereof, was valid, there having been no *mala fides* in the transaction, and that the fact of T.'s name having been left on the books by mistake or neglect, would not render him liable as a contritory. Decision of the Vice-Chancellor of the Palatine Court of the Duchy of Lancaster affirmed: (*Teasdale's case*, 29 L. T. Rep. N. S. 707. L. JJ.)

WINDING-UP—PRACTICE.—There is no jurisdiction to depart from the terms of the General Orders, and therefore where a winding-up petition had been advertised in the matter of the Companies Act 1862, and not also of that of 1867, as directed by the 1st rule of the Gen. Order, March 1868, it was ordered to be re-advertised: (*Re Marezzo Marble Company*, 29 L. T. Rep. N. S. 720. M. R.)

RAILWAY—PETITION—TRANSFER TO CREDIT OF CAUSE.—When money has been paid into court by a railway company, and invested in stock standing to the proper account *ex parte* the company, but the stock has been subsequently transferred to the credit of a cause to a separate account of a person interested for life, the company will not have to pay any costs subsequent to such transfer, as, for instance, the costs of a petition for payment out to parties absolutely entitled: (*Fisher* v. *Fisher*, 29 L. T. Rep. N. S. 720. M. R.)

THE BENCH AND THE BAR.

CALLS TO THE BAR.

The undermentioned gentlemen were called to to the degree of barrister-at-law on Monday last:—

LINCOLN'S-INN.—William Henry Gurney Salter, Esq., University of London; James Sutherland Cotton, Esq., B.A., Oxford, Fellow of Queen's College; Francis William Buxton, Esq., M.A., Cambridge; Stephen Ashlock Bennett, Esq., B.A., Oxford; Charles Carteret Edwards, Esq.; Charles Frederick Lumb, Esq., B.A. and LL.M., Cambridge; Henry Charles Roper, Esq., B.A., Oxford; Charles Crawley, Esq., B.A., Cambridge; Christopher Robert Leighton, Esq., B.A., Cambridge; Arthur Yates, Esq., University of London; John Gaskell Walker Sykes, Esq., LL.B., London; William Cowell Davies, Esq., B.A., Cambridge; Walter Augustus Borradaile, Esq., B.A., Cambridge; Arthur Clement Eddis, Esq., B.A., Cambridge; Harold Thomas, Esq.; Charoo Chunder Dutt, Esq., B.A. and B.L., Calcutta University; Joseph Gundry Alexander, Esq., University of London; Samuel Stephens, Esq.; Joseph John Frost Hale, Esq., St. John's College, Cambridge; Forbes Ernest Hallett, Esq.; Edward Carter, Esq., M.A., Cambridge; Johnston Watson, Esq., M.A., Aberdeen; John Tweedie, Esq., University of Edinburgh and of her Majesty's Indian Civil Service; Henry Charles Creighton Wood, Esq.; Alfred Nundy, Esq., University of Calcutta; and Fendall Currie, Esq., of her Majesty's Indian Service.

MIDDLE TEMPLE.—Thos. Chrysostom O'Mara, Esq., of the University of London, B.A.; John Skilbeck Wood, Esq., of Christ Church, Oxford; William Harmood Cochran, Esq., of Exeter College, Oxford, B.A.; Oliver Beevor, Esq.; Christopher Cavanagh, Esq., of the University of London, B.A.; Isaac Cowley Lambert, Esq., of Trinity College, Cambridge, B.A.; John de Soyres, Esq., of Gonville and Caius College, Cambridge; Frederick James Ladbury, Esq., of St. John's College, Cambridge, B.A.; Keyes O'Clery, Esq., of Trinity College, Dublin; Thomas Edward Crispe, Esq.; William Jameson Soulsby, Esq., Associate of King's College, London; Ernest Clifford, Esq.; Evan Evans Francis Griffiths, Esq., of the University of London; John Robertson Shedden Miller, Esq., of Edinburgh University, M.A.; Henry Vansittart, Esq.

INNER TEMPLE.—James William Wilson, Esq.; the Hon. William Ashhurnham, B.A., Cambridge; James Murray Bannerman, Esq., B.A., Oxford; Charles Topham Naylor, Esq., B.A., LL.B., Cambridge; John Walter Buchanan Riddell, Esq., B.A., Oxford; Christopher Rawlinson, Esq., B.A., Cambridge; Samuel Henry Romilly, Esq., B.A., Cambridge; Tom Hart, Esq., B.A., Cambridge; David Henry Wilson, Esq., M.A. LL.M., Cambridge; Tonman Mosley, Esq., B.A., Oxford; James Bucknell Broadmead, Esq., B.A., Cambridge; Thomas Parkin, Esq., M.A., Cambridge; William Sheepshanks, Esq., B.A., Cambridge; Harmer Steele, Esq., B.A., Cambridge; William Hurle Harrison, Esq., M.A., Oxford; Henry Brockholes Thomas, Esq., M.A., Cambridge; Henry Pearson Banks, Esq., B.A., Cambridge; Charles John Darling, Esq.; Thomas Colpitts Granger, Esq.; Walter Henry Macnamara, Esq.; Thomas Arthur Nash, Esq.; Arthur A. Stewart Reid, Esq., B.A., Cambridge; Henry Denman Macaulay, Esq., Lieut. R.N.; and Raj Kissen Sen, Esq., B.A., Calcutia.

GRAYS-INN.—James Mulligan, M.A., Queen's University, Ireland, certificate of honour Michaelmas Term, 1872; exhibitioner Trinity Term, 1873; Lee prizeman 1873, of Annaclone, county Down, Ireland, Esq., Thomas Joseph Greenfield, of Bath House, Lewisham, Kent, Esq., Benjamin Lewis Mosely, LL.B., of the London University. The Hon. Arthur Romilly, B.A., Trinity College, Cambridge, fourth son of the Right Hon. Lord Romilly, lately the Master of the Rolls, and one of the masters of the bench of this society.

COUNTY COURTS.

BIRMINGHAM COUNTY COURT.

Thursday, Jan. 22.

(Before H. W. COLE, Q.C. Judge.)

LOVERIDGE *v.* HAGLEY.

Liability of a minor.

THIS was an action brought by Mr. George Loveridge, silversmith and jeweller, Birmingham, against a workman named Hagley, to recover the sum of £19 1s. 3d., money overdrawn on account of work unfinished.

Piercy Wilkinson appeared for the plaintiff.

Burton for the defendant.—The defendant had pleaded infancy.

Wilkinson said that was a plea which covered a great quantity of charges, but there were certain exceptions, and he thought his Honour would be of opinion that this was one in which the defendant had rendered himself personally liable. In March 1872 the defendant went to Mr. Loveridge and offered himself to do certain work in the trade of jeweller. Mr. Loveridge accepted him under certain conditions. In answer to questions put to him by Mr. Loveridge, he stated that he was twenty-two years of age, and had been in the employment of other persons, mentioning their names and the length of time he had been employed. It was agreed that Hagley should serve as a journeyman for Mr. Loveridge for a weekly sum of 30s. He did so serve until from March 1872 to October of the same year, when there was a further agreement come to between them, whereby the defendant was to go on piecework. He worked on these conditions until March 1873, when he complained to Mr. Loveridge that he was ill, and said that he wanted to go into the country to recruit his health. At that time a statement was drawn up between them, and from that statement it appeared that the defendant had overdrawn on account of piecework the sum of £22 6s. 2d. The plaintiff alleged that the excuse of ill-health was a fabrication, for within a few days of the defendant leaving him, he entered into another person's employment Before this, the defendant had told Mr. Loveridge that he had a chance of a better situation in the coloured gold trade, and that when his health was restored he should be able to pay the balance due. The case was brought before the magistrates, and the defendant was ordered to return to his work; but by an agreement between the parties the defendant gave a promissory note for the amount due, and engaged to pay £1 per month. Some payments had been made, which reduced the amount to the sum now sought to be recovered.

After the examination of the plaintiff and of a witness who had frequently heard the defendant say he was twenty-two years old,

Burton submitted that the defendant was not liable, as the contract was not beneficial to the infant, which it was clearly laid down it must be before the plaintiff could recover.

After hearing *Wilkinson* on the other side,

HIS HONOUR quoted several cases bearing on the question, and said it was quite clear that if upon the settling of the amount due between the parties there had been a balance due to the infant, the infant could have recovered. He had done the work, and could recover from the master upon the contract the wages due to him. What the court had to consider was whether, under circumstances like these, the plaintiff could recover the balance of the money the defendant had received, and whether, in point of fact, the agreement was a beneficial one to the defendant. The object of the defendant in entering into the agreement was to earn his own subsistence, and under that agree-

ment he actually did earn in the first instance 30s. a week, which for a youth of that age, seemed to be very good wages. Then, from October to March 1873, he drew between £50 and £60. He could not but consider it was a very beneficial agreement for the infant. He might in time do better, and he appeared to have done so. It seemed to him that the defendant was bound by the contract, which was a beneficial one at the time it was made, and he should find a verdict for the plaintiff for the full amount claimed.

CARLESS *v.* WATHEN.

Agreement—Stamp—Sufficiency.

AN action was brought by Mr. George Carless, paper-box manufacturer, Regent-street, against Mr. William Wathen, landlord of the Queen's Arms, Bradford-street, to recover £50 deposit on the sale of the defendant's licensed house and business.

Rosher (instructed by *Crowther Davies*) appeared for the plaintiff.

Parry for the defendant.

Rosher in opening the case, stated that in June last the plaintiff, being desirous of entering into business, as a licensed victualler, instructed Mr. John Binns, of the Plough and Harrow inn Highgate, to negotiate with the defendant for the purchase of the Queen's Arms. On the 12th of the same month an agreement was signed for the sale of the property, and the sum of £50 was paid as a deposit. Mr. Seal and Mr. James Lowe, of Temple-street, auctioneers and valuers, were employed to make an inventory and valuation of the property, which valuation was to be completed and the purchase effected by the 1st July. The contention on behalf of the plaintiff was that the defendant had impeded the valuers in their work, so that the valuation was not completed by the date specified. *Rosher* contended that the plaintiff had done his best to complete the purchase, and that the defendant had no claim whatever in law or equity to keep possession of the £50. The learned counsel then called Mr. Lowe and Mr. Seal, the auctioneers, and a son of Mr. Lowe, to prove that the agreement had been duly signed. Their evidence was contradictory as to the time when the date was affixed on the stamp, and it did not appear certain whether the date had been written at the same time as the signatures or at some subsequent period.

Upon this point *Parry* took a legal objection, and urged that the document could not be received as evidence, as the date had not been inserted on the stamp at the proper time. He submitted that no satisfactory proof had been laid before them to show when the date was affixed, and who had inserted it.

After *Rosher* had replied to the arguments of *Parry*,

HIS HONOUR said: This case involves a question of considerable importance. A document had been tendered to him as an agreement, and the objection taken to it was that it could not be received, because it had not been duly stamped. It appeared that the agreement had an adhesive stamp affixed to it, on or across which were the signatures of the defendant and of John Binns, as the agent of the plaintiff. At the foot of the stamp was written, "June 12th, '73." The question was whether, under the recent Stamp Act, that instrument was properly stamped. The statute enacted that the instrument was not to be deemed duly signed unless the person or persons required by law to cancel it did so by writing on or across the stamp his name or the name and initials of his firm. On the document produced they had the name of both parties to the contract written upon the stamp. The section further required that the true date should be given so that the stamp might be effectually cancelled and rendered incapable of being used for any other instrument. The object of the Act of Parliament was to protect the Government from being defrauded of the stamp duties, and for that purpose it required that the effectual cancellation of the stamp should be made, not merely by writing the name or names of the parties across the stamp only, but that the date also should be written upon it. But the Legislature, anticipating the frequent occurrence of mistakes in the cancelling of the stamp without any intent to defraud, provided an alternative expressed thus: "unless it is proved that the date appearing on the instrument is affixed at the proper time." Supposing the stamp was not duly cancelled, then the persons whose duty it was to see to the cancellation were liable to forfeit the sum of £10. The only question, therefore, that he had to consider was not whether the date had been affixed at the proper time, but whether the person whose duty it was to cancel the stamp had done so by writing the date upon it. The evidence was clear that the stamp had been affixed at the proper time, though it was not proved that the cancellation of it was effected at the same time. Whether it was so or not he should give no opinion, but he ruled that the instrument was admissible, notwithstanding the objection that had been raised.—The case was then discussed upon the general facts, but it was eventually adjourned.

LIVERPOOL COUNTY COURT.

Thursday, Jan. 20.

(Before J. F. COLLIER, Esq., Judge.)

THE ERMINIA FOSCOLA.

Necessaries.

H. D. Warr, instructed by *Bateson* and *Co.*, appeared for the plaintiffs.

The facts of the case may be gathered from the judgment: HIS HONOUR.—This is an undefended suit against the Italian barque *Erminia Foscola* and her owners for necessaries. The facts, as they appear from the evidence, are these: The vessel sailed from Akyab to Falmouth for orders, arrived at the latter port on 3rd Oct. last. The captain applied to Messrs. Fox and Co. for £15, stating through their Italian clerk that the money was wanted for necessaries for the ship. The money was advanced and laid out in this way—viz., £3 for provisions, and the remainder in paying the wages of a seaman who had shipped at Akyab for the first port in England, and who claimed his discharge, and was discharged at Falmouth. Messrs. Fox now seek to recover this £15 in the present suit. There is ample authority to show that money advanced for, and *bona fide* laid out in necessaries, differs in no respect from necessaries themselves. The only question is, whether in the present case what the money was expended on comes within the definition of necessaries. I have no doubt about the provisions—I think it is clear that they were necessaries. The case of the wages of the seaman presents more difficulty, and is, I believe, novel. The definition of necessaries in the older cases has received a wider interpretation in the recent case of *The Riga* (L. Rep. 4 Ad. & Ecc. p. 516), Sir Robert Phillimore in that case adopted the doctrine laid down by Lord Tenterden in *Webster* v. *Seekamp* (4 B. & Ald. 352), viz., that "whatever is fit and proper for the service in which a vessel is engaged, whatever the owner of that vessel as a prudent man would have ordered, if present at the time, comes within the meaning of the term 'necessaries,' as applied to those repairs done or things provided for the ship by order of the master, for which the owners are liable." The seaman's wages were not repairs done or things provided, but I think the same reasoning may be applied to them, and I am of opinion that the owner, if on no other ground, on the ground of prudence would, if present, have paid them, for if he had not his ship would have been liable to arrest. The same consideration operates in inquiring whether or not they come within the meaning of the word necessaries. The primary and obvious meaning of a necessary is something without which the ship would be unable to continue her voyage. The seaman is entitled to his wages, and he is entitled to institute a suit and arrest the ship unless they are paid. The captain is not bound, I think, to wait to see if the ship is arrested; on the contrary, he is bound to fulfil his contract, the probable alternative being the arrest of the ship, and he swears that without the £15 he had not enough to pay the wages. I have come to the conclusion that they were under these circumstances necessaries. Although, as far as I can discover, there is no case in the books exactly like the present, still there are two which I think may be quoted as fortifying my opinion. The case of *Robinson* v. *Lyall* (7 Price 592), in which the plaintiff, a ship chandler at Portsmouth, brought an action against the owners of a vessel for money advanced to the captain to pay seamen's wages, Portsmouth being the port of discharging, and it was held that he could recover on the ground that the money was necessary for the use of the ship, and the case of the *Henry Reid* (32 L. T. Rep. 166), in which money advanced for the payment of seamen's wages was allowed to be recovered in the Admiralty Court; but it is only right to state that, in deciding the latter, Dr. Lushington said that he was extending the law, and that this case was not to constitute a precedent. One ground for that decision seems to have been that the case was unopposed. In that respect, at any rate, it is a precedent for this one. For the foregoing reasons I hold that Messrs. Fox are entitled to recover the sum claimed in this suit with costs.

NORFOLK COUNTY COURT.

Tuesday, Jan. 13.

(Before J. WORLLEDGE, Esq., Judge.)

POTTER *v.* HILLING.

Husband and wife living apart—Revocation of wife's authority.

JOHN WM. POTTER, shopkeeper, Pulham Market, sued Noah Hilling, labourer, a person residing in the same place, for the recovery of £1 9s. 7d. for necessaries supplied to his wife at various times during three years in which they lived separate.

Mrs. Potter represented her husband, and gave her evidence with obvious candour, freedom from hesitation, and undoubted honesty.

In reply to the learned judge, she said that she was not aware of the reasons which had induced the defendant to leave his wife, nor where he went to; but while he was away Mrs. Hilling made the remark that she must not allow herself to get into debt more than she was able to get out of, for she had no husband to pay it. His Honour inquired of Mrs. Potter whether she did not think that this was an intimation to her that she must not look to the defendant to be answerable for any goods supplied to his wife, and whether in fact the defendant himself had not cautioned her against letting Mrs. Hilling have anything on credit? Mrs. Potter acknowledged that on one occasion the defendant requested her not to serve his wife with any goods, but he was drunk at the time.

HIS HONOUR.—But even if he was drunk, did it not look as if he knew was he was about?

Mrs. Potter replied that she did not think he did, for he was so drunk that his violence to his wife made her interfere between them. She added that a son of the defendant's would have settled the amount now sued for, but his father would not allow him.

In resisting the claim, the defendant said that not only had he cautioned Mrs. Potter against trusting his wife, but he had distinctly forbidden her from dealing at the plaintiff's shop at all. The reason why he left his wife was to go after work; but while absent he used to send her as much money as he could spare.

HIS HONOUR having expressed a desire to hear what Mrs. Hilling had to say in the matter, she stepped into the witness box, and admitted it was quite true that Mrs. Potter had let her have goods during her husband's absence, for two years of which he never sent her any money whatever. It was also true that her husband had forbidden her to deal with the plaintiff; but Mrs. Potter had always been so kind to her that she wished to put as much as she could in her way, in the hope that it would one day or other be paid for.

HIS HONOUR observed that there were two reasons why the defendant could not be held liable in the action. The first was, that he had cautioned Mrs. Potter not to trust his wife; and the second was, that he had expressly forbidden his wife to deal at the plaintiff's. In the leading case on the subject as decided in the Court of Common Pleas, Lord Chief Justice Erle, who delivered the judgment, laid it down that a husband had a right to be master in his own house; and that where a husband had forbidden his wife to deal with a tradesman, the creditor could not recover. Mr. Justice Byles was of a different opinion, and thought a tradesman who supplied necessaries to a wife had a right to recover unless he knew that her husband had prohibited her from dealing with him; but the other judges concurred with Lord Chief Justice Erle in the ruling that it was not necessary, in order to free the husband from liability, that the creditor should know that he had forbidden his wife to deal with him. Upon the authority of the decision referred to, he must hold that the defendant was not liable, and that judgment, therefore, must be entered in his favour.

SWANSEA COUNTY COURT.

(Before T. FALCONER, Esq., Judge.)

GEORGE SHADRICK AND J. H. BURGESS *v.* CHARLES PEEK, ABERDARE.

Sale of goods—17th section of Statute of Frauds—Post office card addressed to seller of potatoes, but no name of the sellers or vendors in the written memorandum, and no reference to the written memorandum on the post office card. The 17th section held not to have been complied with.

Plews for the plaintiff, and *Phillips* for the defendant.

The plaintiff sues for £21 8s. 11d.

HIS HONOUR said: Mr. W. Siderfin, living at Neath, sold to the plaintiff certain potatoes by sample. The defendant boiled them and tried them before his purchase. Siderfin wrote out a memorandum of sale on these terms:—"April 25th, 1873. Charles Peek takes ten tons of potatoes, and will send sacks next week, price £5 7s. 6d. a ton, on the rail at Swansea;" and it was signed by the defendant, "C. Peek." There is no name of the seller in the book, or on the memorandum thus signed. There was put in evidence a post office card addressed to "Messrs. Burgess, Shaddrick, and Co., Shipbrokers, Swansea." The post mark is dated, "Aberdare, May 7th, 1876." The card is endorsed—"From C. Peek, Aberdare. Dear Sirs,—I could do nothing with your potatoes at the price your agent told me, for I am overstocked, and the market so much down." The defendant did not sent sacks, and they were obtained for him by Siderfin from the Sack Loan Society. Notice was given to him that if he did not take the potatoes they would be re-

sold, and that the defendant would be sued. They were re-sold at £4 10s. a ton. The railway freight was 5s. a ton. The carriage and demurrage came to £7 3s. 6d., and the hire of sacks to 10s. I come to the conclusion that though these potatoes were small they were marketable, and that their quality was good, and that if they were not so it was observable that the objections on the post card only relate to the price, and state that the market was set down, and that he (the defendant) was "overstocked." The single question really is, whether or not there is sufficient evidence of the contract under the Statute of Frauds? It is remarkable how many cases arise of ordinary contracts made by trade agents on the sale of goods in which the rules of evidence required by the Statute of Frauds are neglected, though in order to enforce the remembrance of them on this circuit I have on account of Sir Leoline Jenkins, the founder of the Grammar School at Cowbridge, being one of the supposed authors of the statute, constantly called it "The Glamorganshire Statute." No man ought to call himself a commercial traveller, or to be a commercial agent, who cannot write down the necessary particulars of a written contract. There should be stated the name of the seller; the name of the person who buys; the description or name of the goods sold; the quantity of what is sold, and the price; adding any special terms of payment, or any special terms of delivery; and the purchaser or person charged must sign the memorandum. If the seller is to be sued on the contract, and to be thus charged, he must have signed it. Failing a written memorandum on the sale of the goods, wares, or merchandise, for the price of £10 sterling, the contract is not to be allowed to be good, except the buyer accept part of the goods so sold and actually receives the same, or gives something in earnest to bind the bargain, or in part payment. These are the rules of the celebrated 17th section of the Statute of Frauds, which ought to be taught to the children of every tradesman when they are at school, and to be taught in our common schools without being put down as something so remarkable as to be charged for as an extra. Now it is to be remembered that all sales of goods above £10, and at this time all sales of goods under the price of £10 could, and, in the latter case, can still be made by mere word of mouth, at common law. The object of the statute was to prevent fraud, and to check affirmations of contracts which might otherwise be erroneous or false. They were not made to favour fraud or to assist contracting parties to avoid engagements, when the evidence required by the statute can be obtained through either party to the contract. Therefore it has been held that the written contract need not be in one piece of paper, and that what is omitted in one paper may be supplied by another, provided they can be connected in their reference to the same contract, or to the parties to the contract. The note or writing, however, must be signed by the party who is charged. This has been done in the present memorandum, so far as the defendant is chargeable, namely, it was signed by "Charles Peek." "But the authorities have equally established that the name, or a sufficient description of the other party, is indispensable, because without it no contract is shown, inasmuch as the stipulation or promise of one does not bind him otherwise than to the person to whom the promise was made, and until that person's name is shown it is impossible to say that the writing contains a memorandum of the bargain:" (Benjamin on Sales, p. 169, 2nd edit.) The memorandum signed by Peek is not sufficient. There is no name of the seller or vendor of the goods mentioned. Does the post card sufficiently supply this defect? The card very properly is not addressed to Siderfin, the agent who sold the potatoes, but to the plaintiffs, by name, for whom Siderfin negotiated the sale. The latest case on this subject is that of *Buxton* v. *Rust*, L. Rep. 1, Ex. 279; 41 L. J. 173; 27 L. T. Rep. 210. The memorandum in that case was binding on the plaintiff, for he had signed it, but it was not binding on the defendant, for he had not signed it. Then came a correspondence, ending with a letter from the defendant in reply to a request from the plaintiff to have a copy of the contract which had been given to him (the defendant) on the 11th Jan. 1871. The defendant, on the 9th Feb., replied—"I beg to inclose a copy of your letter of the 11th Jan. 1871." This copy of the letter, containing the terms of the contract, was sent in the defendant's handwriting, and was signed by him. Though the defendant did sign this copy of the contract, he did not sign it with a view to give to it validity so as to charge himself. Byles, Brett, and Blackburn, JJ., considered that it had that effect. Willes, J., argued that the terms of the other letters sufficiently referred to a contract to connect them with the written contract signed by the plaintiff only, on the 11th Jan. 1871. Lord Westbury, in *Peek* v. *North Staffordshire Railway Company* (10 H. of L. 472,569), "In order to embody in the letter any other document or memorandum, or instrument in writing, so as to make it part of a special contract contained in that letter, the letter must either set out the writing referred to, or so clearly and definitely refer to the writing, that by force of the reference the writing itself becomes part of the instrument." And it is in the interests of trade that such should be the rule. Equivocal words do not express definite terms. Attempt to define that which is equivocal, and the interests of both parties may be held in suspense to the end of a protracted contest. The two papers, in all cases, must be connected by definite internal expressions. Do the expressions on the post card refer to any writing, or even any contract? I cannot come to this conclusion.

Judgment for the defendant.

BANKRUPTCY LAW.

COURT OF BANKRUPTCY.

Friday, Jan. 23.

(Before Mr. Registrar PEPYS, sitting as Chief Judge.)

Re WEHNER.

Balance in hands of bankers—Claim of vendors of goods pledged by agent of vendee with the bank—Costs of the bank on application by trustee of bankrupt agent for payment over of the balance.

THIS was an application by the trustee for an order for the payment to him of a balance of £300 held by the bank on the hypothecation of certain securities by the bankrupt. A parcel of woollen goods had been consigned through the bankrupt to a firm in Bombay, and he had accepted a draft of the consignors against them. He thereupon drew upon the consignees in Bombay, and pledged that draft, with bill of lading of the woollen goods, with the London and Delhi Bank. The draft was not accepted by the Bombay house, and the bankrupt failed before his acceptance of the draft of the consignors became due. The bank realised, and on the account current between the bank and the bankrupt there appeared a balance of £300. The consignors of the woollen goods and the trustee both claimed this amount. The bank did not pay the money into court.

Horace Davey and *F. O. Crump* appeared for the trustee.

Bagley for the consignors; and *Daniel Jones* for the bank.

Bagley abandoned the claim of the consignors on the trustee agreeing not to ask for costs.

Jones, for the bank, asked for their costs as between attorney and client. Although mere stakeholders, he contended that the bank had a right to constitute themselves trustees, and although they had not paid the money into court, they were, nevertheless, entitled to costs as trustees would be.

For the trustee it was urged that this proceeding was similar to an interpleader at common law, and that the bank could not claim costs except as between party and party.

The learned REGISTRAR adopted this view, and made his order accordingly.

DERBY COUNTY COURT.

Saturday, Jan. 17.

(Before G. RUSSELL, Esq., Judge.)

Re W. HOLLAND (in Liquidation).

The appointment of creditor's solicitor.

THREE applications came before the court in this matter—first, to confirm an *interim* appointment of Mr. Samuel Leech as solicitor to the trustees; secondly, for an order directing the sheriff to pay to Holland's trustees a sum of £132, which had been received from the debtor under an execution levied shortly before he filed his petition; and, lastly, to restrain the sheriff from proceeding further in an interpleader summons issued at his instance in London.

Upon the first being called upon,

Dr. *Evans*, instructed by *Winn*, took a preliminary objection to all that had been done, on the ground that the application upon which Mr. Leech had been temporarily appointed was defective, inasmuch as it was made by Mr. Evans only. Mr. Evans was but half a trustee, and Mr. Winn was the other half; they must act jointly, and as they had not done so, the appointment of Mr. Leech was invalid, and all he had done was void.

Hextall, who appeared in the absence of Mr. Leech, said that as a matter of fact, and so far as general practice was concerned, Mr. Evans was the sole trustee, Mr. Winn never having taken up his appointment. A form had been sent to him for signature, but he had not had the courtesy to acknowledge it, and now, Mr. Hextall contended, he had no *locus standi*. His Honour would find, upon referring to the file of proceedings, that what he stated was correct. On the other hand, Mr. Evans had very properly signed his acceptance of the appointment, and had actively exerted himself in the interest of the creditors; and it was unreasonable that a person who had neglected his own duty should now come here and complain of the zeal of his co-trustee. The creditors had omitted to appoint a committee of inspection; the trustee had no power to appoint a solicitor to the estate, but was bound in case of emergency to apply to the court for instructions. This Mr. Evans had done. Upon being served with an interpleader summons he was at the trouble of going over to Birmingham to consult with his co-trustee; but failing to meet with him, and the case being urgent, he made affidavit of the facts to the court, which thereupon appointed Mr. Leech the solicitor to the trustees.

His HONOUR overruled both objections, holding that although Mr. Winn had not in writing, and according to the very proper requirement of the court, signified his acceptance of the appointment, he had virtually and practically accepted it. Acting was the best test of his acceptance, and it was admitted that he had acted as trustee. He must therefore hold that he was duly appointed. Dr. Evans had urged that the action of one trustee did not bind the other; but he must at once say that the course adopted by Mr. Samuel Evans was in all respects right and proper, and that he would have failed in his duty if he had not applied to the court for instructions. The interim appointment of Mr. Leech was perfectly valid, and the only question for Dr. Evans to address himself to was whether that appointment should be confirmed and continued.

Dr. *Evans* then said that on behalf of Mr. Winn he altogether opposed the appointment of Mr. Leech. That gentleman was the debtor's solicitor, and he could not, therefore, do justice to the interests of the creditors. Mr. Winn, and other Birmingham creditors, had throughout opposed his appointment; they did so now, and preferred that Mr. James, of Birmingham, should act for them.

Hextall said he was at a loss to understand Mr. Winn's antipathy to Mr. Leech, and his great fondness for Mr. James. The statement made by Dr. Evans was totally incorrect, for Mr. Winn, in a letter written to his co-trustee three days after the meeting of creditors, said, "I have this morning received a letter from Mr. Leech, copy of which I inclose. I think it would be wise for you to endeavour to get the £132 out of the hands of the sheriff as soon as possible, and I am glad to see that Mr. Leech has already given him notice to pay the money over. Be good enough not to let the matter sleep." He did not let it sleep, but laying the case before the court, Mr. Leech was appointed to conduct it, and it would be most unfair now to oust him at the caprice of a small section of the creditors.

His HONOUR said that not the shadow of a suggestion had been thrown out that the steps taken by Mr. Leech had been improper or prejudicial to the interests of the creditors. It was not for him to conjecture the motives which now animated Mr. Wynn; certainly, his letter which had been read was conclusive evidence that he had not only not opposed the appointment of Mr. Leech, but that he had expressly approved of it. His present opposition was manifestly an afterthought, and, if he was only anxious for the best interests of the creditors, he was at a loss to understand why he opposed Mr. Leech's appointment. No reason whatever had been adduced why he should adopt the extremely harsh course of removing Mr. Leech from his position as solicitor to the trustees, and in his judgment any opposition to him was ill-founded and groundless. The appointment would, therefore, be confirmed and continued.

Hextall then said that on behalf of Mr. Leech he had fought the matter on principle, and because insinuations such as had been thrown out should be at once repelled. At the same time, having fought and won, he might now add that, from a conversation he had just had with Mr. Harrison, he felt warranted in stating that the appointment itself was to Mr. Leech a matter of perfect indifference, and that having carried his point, he would now give place to some other gentleman who might be selected. The details were purely for Mr. Leech to arrange, and must be settled by him upon his return. All that was cared for was that the creditors' property should not be squandered in costs, which would be the result if a solicitor from a distance was retained in the case.

His HONOUR said the feeling of antagonism which had been needlessly imported into this case was most objectionable and painful. Contests created friction, friction created delay, and delay created expense. Mr. Leech was fully justified in repelling the insinuations which had been made, and to which no one who knew him would give credence; and, having successfully done this, the intimation given by Mr. Hextall was wise, graceful, and liberal, and was just what he should have expected from Mr. Leech had he himself been present.

HOLLAND'S TRUSTEES *v.* STORK BROTHERS AND TAYLOR.

Seizure by execution creditor—Power of court over sheriff—Fraudulent conveyance.

THIS was the second application, and was for an order directing the sheriff to pay over to the trustees of Holland a sum of £132, which he had received under an execution issued at the instance of Storks, of Birmingham.

Hextall said the facts were very simple and undisputed, but great importance attached to the dates. A writ was issued by Storks on the 21st of last October, to recover £205 16s. 1d. Judgment was signed by default on Nov. 13; a *fi. fa.* was issued, and the sheriff's bailiff levied on the 14th. On the 18th the debtor paid the bailiff £100, and on the 21st a further sum of £32. On the 24th he filed a petition for the liquidation of his affairs; Mr. Harrison, the accountant, was appointed receiver, and the bailiff went out of possession. The meeting of creditors was held at Mr. Leech's office on the 20th Dec., when Mr. Samuel Evans, of Derby, and Mr. Winn, of Birmingham, were appointed the trustees, and Mr. Harrison the accountant to the estate. On the 23rd Dec. an interpleader summons was issued, at the instance of the sheriff, in the Court of Exchequer; but the hearing had been adjourned until the 21st of this month, so that meantime his Honour might have an opportunity of hearing and deciding upon the case. *Hextall* quoted authorities to prove that the provisions of the Court of Bankruptcy enable it to do complete justice in all cases arising before it, and contended that when interpleader proceedings are necessary they should be taken in the courts within whose jurisdiction they arise. Upon the question whether the £132 belonged to the execution creditor or to the trustees, he referred to the case of *Woodhouse* v. *Murray* (16 L. T. Rep. N.S.); of *Pearson* v. *Mortimer* (28 L. T. Rep. N. S.), and to the more recent case of *Brooker* v. *Hassall* (29 L. T. Rep. N. S.). He also contended that it was an Act of Bankruptcy which came within sect. 6, sub-sect. 2; and further, that the whole circumstances were equivalent in point of law as if a seizure and sale had actually taken place, which under the 87th section of the Act—the petition having been filed within fourteen days—would cause the property to revert to the debtor's trustees. He also held that it was a fraudulent conveyance and preference, under 92nd section.

Briggs, who appeared for the sheriff, said it did not matter to him who received the money, but he was in this fix—both parties claimed it, and if it was paid to the trustees the execution creditor had threatened to sue for the amount. The sheriff was therefore bound, in order to protect himself, to issue the interpleader summons, and he (*Briggs*) very much doubted whether this court had the power to restrain him.

His HONOUR said it was ridiculous to suppose the court could restrain the execution creditor and not be able to restrain the sheriff, who was merely his agent. He should not trouble Mr. Hextall to reply, but he should hold beyond question that the court was armed with plenary powers, and could restrain not only the sheriff, but the Court of Exchequer, from proceeding further.

Briggs then asked the court to restrain the execution creditor from proceeding against the sheriff, who had received intimation that an action would be brought against him.

Hextall objected that this was not before the court. It was quite possible that an action might lie against the sheriff for neglecting to sell within a reasonable period, and then the court neither could nor would protect him; but for anything done in obedience to the order of the court he would no doubt be amply protected.

After a long discussion,

His HONOUR said that the greater do not always like to be restrained by the lesser; and although it was competent for him to restrain Baron Bramwell from proceeding further, he thought, with all the facts before him, that as the proceedings had been commenced in the Court of Exchequer, and the execution creditor had intimated that he should not be satisfied with the judgment of this court, the least expensive and most satisfactory course for him to adopt would be to leave the case to be decided by Baron Bramwell.

LEGAL NEWS.

COURT OF EXCHEQUER.

Monday, Jan. 26.

THE RETIREMENT OF BARON MARTIN.

THE court was occupied with cases in the special paper, and in the afternoon the Attorney-General came into court, as the head of the English Bar, to say a few words of farewell to Sir Samuel Martin on his retirement from his judicial position. The court was densely crowded, there being present many of the more eminent of the Queen's Counsel, and a great assemblage of barristers and ladies.

Sir Samuel came into court supported by the Lord Chief Justice of England, the Lord Chief Baron, Baron Pigott, Mr. Justice Mellor, Mr. Justice Lush, and Baron Cleasby.

When the Attorney-General rose the whole assembage did the like, and remained standing during the delivery of his speech and Sir Samuel's reply.

The *Attorney-General* said:—My Lords,—I have to ask your permission to address a few words to Mr. Baron Martin. Baron Martin, my brethren of the Bar have gathered here to-day; they have come, not because a Baron of this court is about to quit it—not because the senior member of the Judicial Bench is about to leave it—they are here to bear testimony to a public life of great value and virtue, and to show their estimation of much personal worth. A quarter of a century has passed and gone since you first sat upon the Bench. Those who were your associates at the Bar have for the most part passed away. Some there are who still remain. They are here to-day mingling with the junior of this Term's creation, and from one and all, from all within that range, comes the concurrent testimony I now place before you. My Lord, they have recognised in you a Judge who has so read and administered the law that justice has ever been done. They have seen you guided by a single-minded purpose, which caused you, careless alike of who was suitor or who was advocate, ever to be led to a right determination. Whether we have guided or reflected public opinion, our profession and the public have united with us in a sure and certain confidence that no object or end was yours but to administer true and substantial justice. My Lord, it would be false flattery to say that you were a judge without faults; but when we saw them we ever traced them to the cause that you were too prone to lead mercy to that seat on which justice alone should be seen, and thus knowing as we did the goodness of your heart, believe me, my Lord, that with us, if ever error there has been in our bearing towards you, it was because in the appreciation of the man we almost forgot our consideration for the judge. Years, my Lord, have brought the time of retirement to you. We are told that time has come upon you with regret, and that with memory and mind still unimpaired you would seek to linger in public life. Believe me, my Lord, that we fully share that regret with you. The choice has been your own, and we can do no more than follow you into that retirement with earnest hopes and wishes. My Lord, these are our words of farewell to you. We earnestly trust that in that retirement you will be sustained by being able to reflect upon a long life of public service and of private good, and may you also have secured to you that happiness which good men earn, and which we pray, my Lord, may be given to you, and now, my Lord, farewell.

Baron MARTIN said in reply, with a voice tremulous with emotion, — Mr. Attorney-General, I should be more or less than a man if I did not feel most deeply grateful for the very great honour you have done me. I have been for upwards of forty years publicly engaged in the practice and administration of the law, and open to the observation of all. The remembrance that the Bar of England should have done me the honour upon my retirement—a retirement which has been forced upon me by a visitation of Providence—which you have just done me, will remain to the last hour of my life a source of pride and gratification to me, and should be a source of pride and gratification to my descendants to the most remote posterity, for it is an honour which the wealth of the world could not purchase. [His Lordship here was perfectly overcome by emotion] And I have only to wish you all success and happiness, and bid you farewell.

His learned brothers on the bench took a kind and affectionate farewell of him, and Sir Samuel Martin retired, but many years must pass away before his name will cease to be spoken and remembered in Westminster Hall.

POLICE MAGISTRATES.—Mr. Maude, who has been a magistrate at the Woolwich and Greenwich police court for twelve years past, has sent in his resignation of the office.

MR. AUBIN, senior judge of the Royal Court in Jersey, died on Wednesday morning, at the age of 78. The death of Judge Raines, of the Malton County Court, is also announced, having occurred with some degree of suddenness at Hull.

THE SPRING CIRCUITS OF THE JUDGES.—The Norfolk circuit (Mr. Justice Blackburn and Mr. Justice Brett) was fixed on Thursday morning as follows, viz.: Oakham, Monday, March 2; Lincoln, Tuesday, March 3; Northampton, Saturday, March 7; Aylesbury, Thursday, March 12: Bedford, Monday, March 16; Huntingdon, Thursday, March 19; Cambridge, Saturday, March 21; Norwich, Thursday, March 26; and Ipswich, Wednesday, April 1.

RITUALISM.—The Chancellor of the Diocese of York, in the case of *Roughton* v. *Parnell*, has commenced legal proceedings against the vicar of St. Margaret's, Prince's-road, Liverpool.

TAXATION OF COSTS.—A "Firm of Solicitors" complain to the *Times* that they are to wait for nearly two months to tax a bill of costs in Chancery. They suggest that to abate this detriment more taxing masters should be appointed.

THE SWINEY PRIZE.—The Society of Arts have awarded this prize, a silver goblet, valued at £100, and containing gold coins to the same amount, to Sir Robert J. Phillimore, D.C.R., Judge of the High Court of Admiralty, for his work, entitled, "Commentaries on International Law."

CHURCH LAW.—In the case of *Blake* v. *The Churchwardens of Wetherall*, which raises the question of the legality of "Christmas decorations" in churches, the Chancellor has ordered the libel to be filed forthwith in the Consistory Court of Carlisle.

THE NEW JUDGE.—In the Court of Exchequer on Tuesday, Baron Amphlett, the new judge, took his seat. He was accompanied by the Lord Chief Baron and Barons Pigott and Cleasby. There was no form or ceremony observed on the occasion. The court sat in banco.

THE STAMP ACT.—A "Conveyancer" in the *Times* complains that the stamp laws generally require to be simplified and amended, and "that a decided case on the stamp laws means usually a case in which an honest transaction is invalidated, or at least impugned, on the ground of non-compliance with a fiscal regulation."

DEBTOR AND CREDITOR.—The Judge of the Westminster County Court has declined to commit the Earl of Winchilsea, although an unsatisfied judgment affects his lordship personally. It was contended for the judgment creditor that the Bankruptcy Act has abolished the privilege of peerage, and the Debtors Act that of debtors.

IT is announced in the *Gazette* that the Queen has been pleased to appoint Mr. Julian Pauncefote to be Chief Justice of the Supreme Court of the Leeward Islands; Mr. John Rawlins Semper to be first Puisne Judge; and Mr. Sholto Thomas Pemberton to be second Puisne Judge of the Supreme Court of the Leeward Islands.

MAKING A JUDGE.—The short and simple ceremonial usually gone through when a member of the bar is called up to join his brethren on the bench, was viewed with some interest on Saturday, when the new judge-elect took his seat as Junior Baron of the Exchequer. If the Judicature Act comes into operation in November, this may be the last instance of a judge being first received amongst the brotherhood of the coif. The old rank "antient and honourable in degree, with form, splendour, and profits attending it," as Blackstone describes it, will no longer be amongst the formal qualifications for the Bench. The Lord Chancellor could not retain it amongst those "concessions to prejudice," by which he permitted certain of the members of her Majesty's High Court of Justice to preserve the old distinctions of Queen's Bench, Common Pleas, and Exchequer. And yet the degree of serjeant-at-law had many points to recommend it. It distinctly partook of that mediævalism which throws a sombre colour over the early proceedings in the King's Chancery. In the famous statute of 3 Edw. 1, c. 29, we meet probably the first official mention of the serjeants, although in the life of John II., Abbot of St. Alban's, written by Matthew Paris, in 1255, they are spoken of as an order of men well known in the country. The same writer in a history of England, published a few years later, gives us the explanation of the use and origin of the coif. A celebrated serjeant-at-law, by name William de Busoy, had acquired such a notoriety for extortion and malpractices that he was brought up to account for them. He thereupon claimed his benefit of clergy, to which body it had not been known that he belonged. In order to substantiate his claim, he directed that the threads of his coif should be opened, so that his judges might see whether he possessed the clerical tonsure. Spelman, on the authority of this passage, lays down that coifs were introduced to hide the tonsure of such renegade clerks as were still tempted to remain in the secular courts in the quality of advocates, notwithstanding their prohibition by canon. Even in our days much of the pomp and state connected with the creation of serjeants has passed away, and has declined into the observance of a few forms that might well have remained. The Bar will remember the circumstances of the present Lord Chief Justice of England's creation, and contrast them with the extreme simplicity of the ceremony in conforming to which Lord Coleridge dined in the hall of his old inn, and left for the last time as a bencher, while the bell tolled mournfully for his exclusion. But even that much formality will become a mere matter of tradition, and the future editor of the "Pickwick Papers" will have to explain by a foot note how it is that Mr. Justice Stareleigh addressed the plaintiff's counsel as Brother Buzfuz.—*Globe.*

MIDDLESEX MAGISTRATES.—Messrs. Philip Hardwick and H. D. Phillips were sworn in as Justices of the Peace on the 20th inst.

THE EUROPEAN ASSURANCE ARBITRATION.—Lord Romilly has appointed Monday, the 2nd Feb., for the commencement of a sitting in this arbitration.

THE honour of knighthood has been conferred on Mr. Julian Pauncefote, Chief Justice of the Leeward Islands, and late Attorney-General of Hong Kong.

THE *Telegraph* states that Sir Samuel Martin will be raised to the dignity of a Privy Councillor.

SIR JAMES COLVILE, the Senior Judge of the Judicial Committee, is suffering from an attack of measles.

MR. HAWKINS'S SPEECH.—The conclusion of Mr. Hawkins' great speech was, we read, greeted with "a burst of applause," which was immediately suppressed, the Lord Chief Justice remarking that "there was nothing so offensive to the administration of justice as such demonstrations in a court of law." This is, of course, true, and however brilliant an advocate's speech, it ought always to be received in silence. But possibly part of the applause may not have been one-sided in its nature, but may have sprung from a feeling of joy that the last speech in this long case had at length been made. In saying this we do not in the least desire to diminish the glory with which Mr. Hawkins has covered himself. Whatever may be a man's feelings in regard to the issue before the jury, he must admit Mr. Hawkins' speech to be one of the greatest forensic efforts upon record. Everybody who had ever listened to Mr. Hawkins knew that his speech would be lucid and humorous, wherever humour could be made to tell; but we think few can have expected that there would have been so much genuine eloquence. In his previous speeches Mr. Hawkins has made little attempt to work upon the feelings. He has always been witty, but very seldom solemn or impassioned. He has now shown that in this department of oratory he is almost as distinguished as in that which has been considered pre-eminently his own, and his speech which ended yesterday will be admired, in addition to its other merits, for the many passages of simple, manly, impressive eloquence, disfigured by no false clap-trap or barbaric ornamentation.—*Echo*, Jan. 29.

LAW STUDENTS' JOURNAL.

UNIVERSITY OF LONDON.

FIRST LL.B. EXAMINATION.—EXAMINATION FOR HONOURS.

JURISPRUDENCE AND ROMAN LAW.

First Class.

		Colleges, &c.
Serrell, G., M.A. (Exhi.)		Private study.
Spokes, A. H., B.A.		University College.
Second Class.		
Taylor, R. W., B.A.		University College.
Phillips, W. R.		Wesley College.
Third Class.		
Baxter, W.		Law Sch., Trinity Coll. Dublin.
Beaston, J.	Equal	Private study.
Clarke, F.	Equal	Private study.
Book, W. N.		Private study.
Wilson, W. H. C.		Private tuition.
Dean, E.		Private study.
Hart, A. L.	Equal	Private study.
Trapnell, H. C.	Equal	Private tuition and study.
Paice, C.		Private study.

SECOND LL.B. EXAMINATION.—EXAMINATION FOR HONOURS.

COMMON LAW AND EQUITY.

First Class.

		Colleges, &c.
Lubbock, E. (Scholsp.)		Private study.
Third Class.		
Jones, D. B.		University College.
Radford, G. H.		Private study.

LL.D. EXAMINATION.

		Colleges, &c.
Grece, C. J.		Private study.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.

ATTORNEYS AND SOLICITORS.—The examination of attorneys was ordered by Parliament (4 Hen. 4, c. 18), and in the reigns of Queen Elizabeth and King James I. attempts were made to increase their legal knowledge. During the Commonwealth, A.D. 1654, examiners were appointed by rule of court, and the statutes (2 Geo. 2, c. 22, and 22 Geo. 2, c. 46), were designed to improve the education of attorneys and solicitors. But Lord Ellenborough, when Chief Justice, complained that the statute 4 Geo. 2, c. 26, by making it necessary to render legal proceedings in the English language, had caused attorneys to recede in knowledge; and in 1825 the late Mr. Robert Maugham lamented "that students and junior legal practitioners had neither opportunity nor incitement to extend their knowledge and to cultivate their talents." A few years later, the Incorporated Law Society's periodical examination of articled clerks inaugurated a new era as to solicitors and attorneys. More recently, this ordeal has been made more comprehensive and stricter than it was, consequently it is now more salutary and useful. Since the year 1785, to increase the respectability of attorneys and solicitors, and the public revenue during the war, annual stamped certificates have been required to enable them to practise legally. By rule of court 8 Geo. 3 their places of residence were ordered to be published. The ancient practice relative to their membership of some inn of court, has been obsolete for many years. The original certificate duty (see 25 Geo. 3, c. 80, and 37 Geo. 3, c. 90) was £5 for a London attorney, and £3 for a provincial attorney. By 55 Geo. 3, c. 184, these sums were increased to £12 and £8 respectively, as to practitioners of three years' standing, until which period £6 and £4 were paid respectively. A similar law prevailed with reference to Irish and Scotch attorneys. In 1854 the stamp on the indenture of clerkship, fixed by this statute at £120, was reduced to £80, as to English, Welsh and Irish attorneys, and to £60 as to those in Scotland. The annual certificate was reduced to £9, £4 10s., £6, and £3 respectively (see 16 & 17 Vict. c. 63). The £25 stamp on their admission, imposed by 55 Geo. 3, c. 184, in the year 1815, was retained, and by 23 & 24 Vict. c. 127, s. 19, the place of business has been substituted for that of residence of the attorney. The duties are now charged by the 33 & 34 Vict. c. 97. Mr. Tilsley, in his work upon the Stamp Duties, refers to 5 Will. & M. c. 21; 9 Will. 3, c. 25; 12 Anne, stat. 2, c. 9; 2 Geo. 2, c. 46; 23 Geo. 2, c. 26; 23 Geo. 3, c. 58; 44 Geo. 3, c. 98; 16 & 17 Vict. c. 63—all repealed by 6 & 7 Vict. c. 73—and 33 & 34 Vict. c. 99, as statutes affecting attorneys and solicitors; containing also regulations as to their admission. By 34 Geo. 3, c. 14, the duty on the articles of clerkship was fixed at £100, this indenture having been required by 2 Geo. 2, c. 23, and 30 Geo. 2, c. 19. The annual certificate duty should be abolished, as was suggested by me (LAW TIMES, No. 1413), or regulated according to profits, and all solicitors should be charged accordingly. The stamps on admission and on the articles, seem to be more fair, and less liable to objection. I have paid, at least, £250 as an articled clerk and solicitor, in stamps, since my signature of articles in 1838, and yet I am not entitled to have my name inserted in the Law List without making an annual payment, irrespective of profits! The question deserves the notice of all law societies, and of the Government. CHR. COOKE.

LEGAL EDUCATION—GRAY'S INN—CALLS TO THE BAR.—I do not find your usual report of the Calls to the Bar during the present Hilary Term. This society on Monday last called four members to the Bar. In the sixteen previous terms the society called only thirteen members. The income of the society during the same period was £33,372 18s. 8d (thirty-three thousand three hundred and seventy-two pounds eighteen shillings and eight pence). Attorneys and solicitors are now arbitrarily excluded from being members. Your insertion of this will greatly oblige

WM. GRESHAM.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.

Queries.

59. TRUSTS—EXECUTION BY DEVISEE.—In the note to *Lord Braybroke* v. *Inskip*, in Tudor's Leading Real Property Cases (3rd edit., p. 893), it is stated that "where property is vested in trustees upon trusts to be executed by them, or the survivor of them, or the heirs of the survivor, the trusts cannot be executed by the devisee of the survivor," and several cases in point are cited. But would not a devise by the surviving trustee be equivalent to an appointment of the devisee as trustee, and consequently effectual as such, under 23 & 24 Vict. c. 145, sect. 272? LL.B.

60. COUNTY COURT—LISTS.—Will any of your readers kindly inform me whether it is the duty of the Registrar of the County Court to cause a list of all summonses to appear which shall have been served to be stuck up in his office eight days, or how many days, before the holding of the court? And refer me to the Act on Practice or Order in Council bearing thereon. I perceive by the 3rd edition of Archbold's County Court Practice, published 1848, he is required to do so eight days. A SUBSCRIBER.

LAW SOCIETIES.

THE ASSOCIATED LAW CLERKS OF IRELAND.

REPORT OF THE EXECUTIVE COMMITTEE.

IN rendering an account of their stewardship for the past year, your committee consider that a correct estimate of their actions cannot be arrived at without taking a retrospective view of the social position of the law clerk prior to the formal inauguration of this association two years ago. At that time the law clerks had no organisation to carry out any of the views they entertained; no means of placing their wants and the numerous questions affecting them before the public; no way of obtaining, by the irresistible force of public opinion, that recognition which their position and services deserved; no way of making a demand for any concession or any advantage with the smallest effect. This state of things is gradually being removed by the action of your association. The law clerks have now an association which is daily increasing in strength and influence. Your committee, however, have to repeat the regret mentioned in the report issued by their predecessors, of the apathy still manifested by many of their order. Instead of supporting a society like yours, they are scattered about amongst the various bodies in the city. They are Foresters, Odd Fellows, Members of Debating, literary, and musical associations—members of every kind of society but one having for its object the advancement of their own order. There is no reason why all the advantages to be obtained from such societies should not be available within or in connection with your association.

Your committee are glad to state that during the year the association has been joined by a number of the leading law clerks in the city; and from the feeling that is now pervading the minds of many who have not formally joined it, your committee are confident that before the close of another year no law clerk of any standing will be found outside its ranks. The spread of the movement throughout the provinces is naturally slow, owing to the distances which separate law clerks from each other; but, nevertheless, some of the most regular of the paying members to the association belong to the provinces.

Your committee have, however, to complain of the want of interest manifested in the affairs of the association by many of its best paying members. It is not enough to become mere subscribers. Members should supervise the acts of the committee, and from time to time give directions for the management of the association. Your committee would also desire to impress upon the members the necessity of making punctual payments of their subscriptions. The amount is so small that there really is no excuse for irregularity.

Your association, while protecting the rights of its members, also aims at elevating their social and educational position; and taking into account the means afforded with that view, and the fact that the association was not fully formed until January 1872, your committee think that the success attendant upon such efforts is highly gratifying. The annexed balance sheet will show that the financial position of the association is most prosperous.

It being the unanimous opinion of the committee that some effectual check should be put upon the dangerous facility with which persons totally disqualified by utter want of training, character, or knowledge, can now assume the name of law clerk, a proposition was brought forward at one of the general meetings of the association, recommending that the system of registering law clerks—already existing in the Landed Estates' Court—should be extended to all the courts. The question was very fully discussed at a numerously attended meeting, and was affirmed by an overwhelming majority. Your committee earnestly recommend this subject to the consideration of their successors and the association at large, as they are of opinion until some such system of registration shall be adopted, the respectable and properly qualified law clerk will never obtain that due recognition of his position and services which it is one of the fundamental objects of the association to secure for him. It is suggested that a general roll of law clerks should be prepared under the sanction of the proper authorities, upon which none but qualified law clerks should be placed, and from which clerks who bring discredit upon their order should be struck off and prevented from transacting business. In our present unprotected state there is nothing to prevent persons destitute alike of character and competency from assuming the name of "law clerk," and thus lowering the status of the properly qualified assistant.

In any such system of registration the interests of junior clerks should be carefully provided for.

The inconvenience imposed by the new Juries

Act, under which law clerks are liable to serve on juries, was prominently brought under the notice of your committee. It happened that a member of the association was actually summoned to attend on a jury in an action in which he had prepared the case for proofs, the pleadings, and served the notice of trial. The Parliamentary Committee appointed to inquire into the working of the Act was communicated with by the secretary, with a view of having law clerks exempted from its operation, and replies promising attention to the subject were received from the Marquis of Hartington, chairman of the committee, Lord Crichton, and Colonel Wilson Patten, late chief Secretary for Ireland. The letters received during this correspondence assured the committee that in future legislation law clerks would be exempted from this unsuitable duty.

A well-supported movement to form a Provident and Benevolent Institute in connection with the present association, but distinct as far as management and finance were concerned, was made at an advanced period of the year, and an undertaking to aid in the formation of such an institute has been signed by about forty of the most influential members of the association. Your committee urgently recommend that this movement be encouraged by the association. Every properly organized body should have in connection with it a means of assisting its members when out of employment by sickness or otherwise, and of relieving the orphans and widows of members when their bread-winners have been removed by the hand of death.

The question of the Saturday half-holiday is still in an unsettled state. During the vacation your committee are happy to say the half-holiday was granted by the solicitors who signed the undertaking in 1872. Its enjoyment, however, during the entire year cannot be had until the offices of the courts shall be closed at an early hour on Saturday. A memorial to the judges, praying for this, was forwarded to them by your committee in Easter Term, and your secretary has since been in correspondence with a number of the individual members of the Irish Bench on the subject. No formal reply has as yet been received to the memorial, but the Lord Chancellor, as head of the legal authorities in this country, has caused inquries to be instituted in the offices of the different courts as to the effect which early closing would have on the business; and your committee have ascertained, from authentic sources, that the chiefs of some of the most important departments have reported that the early closing on Saturdays would be beneficial. Unofficial replies to the memorial, expressing sympathy with the movement, have been received from the Lord Chancellor, the Lord Chief Justice of Ireland, Mr. Justice Keogh, Mr. Justice Lawson, Barons Deasy and Dowse, Judge Harrison, Judge Flanagan, and Judge Townsend. Your committee recommend their successors to strain every nerve to bring this important question to a successful issue.

The registrar of situations reports that he has received numerous applications from solicitors seeking for clerks from amongst your body, but as few of the members were out of employment, only a small body number of the vacancies were filled. This is a striking evidence of the growing importance of your association, and shows that the careful selection of members, and the educational advantages afforded by the association, is gradually convincing the Profession that the best *employés* are to be found within the association.

WORCESTER LAW SOCIETY.

THE general annual meeting of the Worcester and Worcestershire Law Society was held in the library on Thursday, the 22nd January 1874. Present, Mr. R. P. Hill, president; Messrs. Bentley, Hyde, Hughes, Corbett, Crisp, Abell; Allen, hon. sec. The accounts having been audited, showed a balance of £75 8s. 3d. in favour of the society. The report of the committee showed that two members, Mr. Hyla Holden and Mr. Knipe, had resigned upon their retirement from the Profession. Three new members—namely, Messrs. Henry Corbett and John Thompson, of Worcester, and Mr. George Coventry, of Upton-on-Severn, had been elected members. The total number of present members and subscribers being seventy-six as against seventy-four in the preceding year.

The number of books taken out of the library up to the 31st December last, exclusive of periodicals, was 1084, being a decrease of 108 upon those taken out in 1872.

The report set out at some length the action of the society in reference to the Land Transfer Bill, the Supreme Court of Judicature Bill, and other legal measures of the past session.

A memorial to the Lord Chancellor, praying that the city of Worcester might be made one of the registries under the provisions of the Judicature Act, was read and adopted, and sent to Baron Amphlett for presentation.

A vote of congratulation to Baron Amphlett on his recent judicial appointment, was passed.

Mr. Martin Curtler was elected president, Mr. Samuel M. Beale vice-president, and Mr. William Allen re-elected hon. secretary and treasurer, who, with Messrs. Bentley, Southall, Hyde, Hughes, and Corbett, form the committee for the present year.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's Inn Hall, on Wednesday, the 28th Jan., Mr. I. Rubenstein in the chair. Mr. Baber opened the subject for the evening's debate, viz.: "That it is desirable to assimilate the county with the borough franchise, and to have a re-distribution of seats." The motion was lost by a majority of one.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Geneaiogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

J. BAMFORTH, ESQ.

THE late Joseph Bamforth, Esq., solicitor, and alderman of Rotherham, who died on the 18th inst., at his residence, Southbourne House, in that town, in the sixty-third year of his age, was born in 1810, and admitted a solicitor in Easter Term, 1836, and had been in practice at Rotherham for a period of nearly forty years. For some fifteen or sixteen years he was a most useful and energetic member and a regular attendant at the meetings of the old Local Board of Health of Rotherham, and took a very prominent part in the advocacy of the purchase of the Rotherham Gas Works, and was present before the Parliamentary Committee in London to assist in the consummation of the objects the local board had in view. On the incorporation of Rotherham as a municipal borough in 1871, Mr. Bamforth was one of the gentlemen elected a councillor to represent the West Ward in the council, and at its first meeting, when the mayor and aldermen were to be elected, he was chosen as one to sit on the aldermanic bench. That position, says the *Sheffield Daily Telegraph*, he faithfully held, and he was present at the last general meeting of the council, which was held on the 7th of the present month. Mr. Bamforth took great interest in the welfare of the town of Rotherham, and was a strong supporter of friendly societies, to more than one of which he had acted as secretary for many years. The deceased gentleman has left a family of six children to lament his loss.

H. LINGEN, ESQ.

THE late Henry Lingen, Esq., barrister-at-law, of Penlanole, Radnorshire, who died on the 22nd inst., at his residence, near Rhayader, in the seventy-second year of his age, was the second son of the late William Lingen, Esq., formerly of Burghill Lodge, Herefordshire, by Anne, daughter of John Barrett, Esq., of Hollins Hill, Worcestershire. He was born in the year 1803, and was called to the Bar by the Honourable Society of the Middle Temple, in Michaelmas Term 1838. He was a magistrate and deputy-lieutenant for Radnorshire, for which county he served the office of high sheriff in 1839. Mr. Lingen married in 1837 Priscilla, daughter of Joseph Jones, Esq., of Aberystwith, Cardiganshire, by whom he has left surviving issue Charles Nelson, who is a magistrate for the county of Radnor, and in holy orders.

W. T. HALY, ESQ.

THE late William Taylor Haly, Esq., barrister-at-law, who died on the 10th inst., at Queensborough-terrace, Bayswater, in the fifty-sixth year of his age, was the eldest son of the late Lieutenant Richard Standish Haly, R.N. (a distinguished officer who served in Egypt under Lord Keith), and was born at Poole, Dorsetshire, in the year 1818. In early life he accompanied his father to the West Indies, and subsequently made an extended tour through the United States. On his return he devoted himself to literary pursuits, and was for some time connected with the press, notably with the *Times* and *Daily News*. He was called to the Bar by the honourable society of the Middle Temple in Easter Term 1849, and practised for some years at the Parliamentary Bar with considerable success. His first retainer, immediately after his call, was for the Corporation of the City of London in opposition to the Smithfield Cattle Market Bill, and he continued through life to enjoy the confidence of the Corporation, having been specially retained only last session in their great contest with the Endowed Schools Commission. Mr. Haly was an advanced Liberal in politics, and in 1852 he became a candidate for the representation of Paisley, when, after a severe and exciting contest, he was defeated by a very small majority. In recognition of Mr. Haly's services in the Liberal cause, the inhabitants of the town subsequently raised a large sum of money by subscription to present him with a testimonial, which took the form of a handsome silver epergne, bearing a suitable inscription, together with the arms of the borough. In 1856, and again in 1859, Mr. Haly was a candidate for the representation of his native town, Poole, but was defeated on each occasion. It should be mentioned that Mr. Haly was the head of a very ancient and loyal Irish family, branches of which were settled for many generations at Towryne, co. Limerick, and at Bally-Haly, co. Cork. Sir Nicholas Haly of Tremaine, an attached adherent of Charles I., was, for important services rendered to the royal cause, created a baronet and subsequently raised to the peerage by that unfortunate monarch. The letters of the king, dated Newcastle 1647, conferring these dignities, are extant, but the troubles of the times prevented the completion of the patents, and Cromwell, on the capitulation of Limerick, confiscated the property in that county. The family remained settled at Bally-Haly, co. Cork, until the close of the last century, when Mr. Haly's grandfather, on his marriage with Miss Bowker, of Lightbourn Hall, Lancashire, took up his residence in England. The Earl of Donoughmore is a branch of this family, which, according to Lavoisne and other genealogists, trace back to a remote period in Irish history, having been established in that country long before Strongbow's invasion. Mr. Haly's remains were interred at the cemetery, near Poole, Dorset, on Saturday, the 17th inst. The funeral, by express desire, was strictly private, but it was attended by several devoted friends.

PROMOTIONS AND APPOINTMENTS.

N.B.—Announcements of promotions being in the nature of advertisements, are charged 2s. 6d. each, for which postage stamps should be inclosed.

THE Lord Chancellor has appointed Mr. Robert Leigh, of Beaminster, Dorsetshire, solicitor, a Commissioner for Administering Oaths in Chancery, in England.

MR. CHARLES FORD, of 1, Howard-street, Norfolk-street, Strand, London, and Blackheath, has been appointed by the Judge of the High Court of Admiralty an Examiner of that Court.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Jan. 13.

NELSON, PARR, and NELSON, WILLIAM BENFORD, attorneys and solicitors, Essex-st, Strand. Dec. 31

SANDYS and KNOTT, attorneys and solicitors, Gray's-inn-sq. Jan. 10. (William Sandys and James Pullen Knott)

Gazette, Jan. 16.

BOLTON, WATERHOUSE, and BOLTON, attorneys and solicitors, Wolverhampton and Bilston. Nov. 14. (Thomas Waterhouse and Thomas Francis Bolton)

DUNCAN, HILL, and PARKINSON, attorneys and solicitors, Liverpool. Dec. 31. (Henry C. Duncan, John Parkinson, and J. E Gray Hill)

Bankrupts.

Gazette, Jan. 23.

To surrender at the Bankrupts' Court, Basinghall-street.

HAMILTON, AUGUSTUS HENRY CARR, no occupation, Brecknock-rd-north. Pet. Jan. 21. Reg. Spring-Rice. Sols. Ashurst and Co., Old Jewry. Sur. Feb. 5

MANSELL, EDWARD, auctioneer, Falkland-rd, Kentish-town. Pet. Jan. 15. Reg. Murray. Sol. Sulaman, King-st, Cheapside. Sur. Feb. 10

To surrender in the Country.

HEDGES, FREDERICK, butcher, Gosport. Pet. Jan. 16. Reg. Howard. Sur. Feb. 3

WILDGOOSE, JAMES ANTHONY; WILDGOOSE, THOMAS HENRY; and WILDGOOSE, FRANK HUMBY, wine and spirit merchants, Macclesfield. Pet. Jan. 21. Dep.-Reg. Mair. Sur. Feb. 4

Gazette, Jan. 27.

To surrender at the Bankrupts' Court, Basinghall-street.

ELLIOTT, JAMES, greengrocer, King-st, Hammersmith. Pet. Jan. 24. Reg. Roche. Sur. Feb. 12

WILSON, BENJAMIN COULTMAN, house agent, Belgrave-sq. Pet. Jan. 23. Reg. Murray. Sur. Feb. 10

To surrender in the Country.

ALLCOCK, THOMAS, brass founder, Birmingham. Pet. Jan. 23. Reg. Chauntler. Sur. Feb. 9

BELTON, WILLIAM, cattle dealer, Easton. Pet. Jan. 21. Reg. Gaches. Sur. Feb. 9

LISTER, JOHN GEORGE, shipbuilder, Milford. Pet. Jan. 21. Reg. Lloyd. Sur. Feb. 11

PARRY, SAMUEL, hay dealer, Wombourne. Pet. Jan. 22. Reg. Brown. Sur. Feb. 19

PINCHES, EDWIN WILLIAM, butcher, Plymouth. Pet. Jan. 23. Dep.-Reg. Shelly. Sur. Feb. 7

SOMERS, JOHN BARNS, farmer, Eastcott, near Pinder. Pet. Jan. 24. Reg. Darvill. Sur. Feb. 14

YATES, WALTER EDWARD, mill furnisher, Rusholme, near Manchester. Pet. Jan. 22. Reg. Kay. Sur. Feb. 19

BANKRUPTCIES ANNULLED.

Gazette, Jan. 20.

HAMMOND, ABRAHAM, builder, Lewisham. April 26, 1873

Gazette, Jan. 23.

HOULT, RACHEL, spinster, Sheffield. March 20, 1873

WILKES, SAMUEL, gentleman, Southend. Feb. 13, 1868

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Jan. 23.

AXFORD, JOHN BARNABAS, builder, Henry-st, Gray's-inn-rd. Pet. Jan. 20. Feb. 19, at three, at office of Sols. Lewis, Munns, and Longden, Old Jewry

BAKER, WILLIAM, grocer, Loddon. Pet. Jan. 21. Feb. 7, at twelve, at office of Sol. Cooke, Norwich

BANCROFT, JOSEPH, and BANCROFT, JOHN, builders, Keighley. Pet. Jan. 20. Feb. 5, at three, at offices of Terry and Robinson, 9, Market-st, Bradford. Sol. Cooke, Keighley

BENDELOW, WILLIAM, and SUGGITT, FRANCIS, builders, Boosbeck. Feb. 4, at eleven, at the Temperance hotel, Middlesborough. Sol. Bainbridge, Middlesborough

BILLINGTON, WILLIAM ARROWSMITH, confectioner, Chester. Pet. Jan. 20. Feb. 5, at twelve, at offices of Sols. Duncan and Pritchard, Chester

BINES, THOMAS, tea merchant, Liverpool. Pet. Jan. 21. Feb. 5, at twelve, at offices of Sols. Fowler and Carruthers, Liverpool

BOLTON, URIAH THOMAS, miller, Hildersham. Pet. Jan. 20. Feb. 5, at two, at the Red Lion hotel, Cambridge. Sols. Freeland and Bellingham, Saffron Walden

BRIGHAM, GEORGE, grocer, Leeds. Pet. Jan. 21. Feb. 6, at twelve, at office of Sol. Whiteley, Leeds

BROWN, WILLIAM, and BRADLEY, ALEXANDER, joiners, Huddersfield. Pet. Jan. 19. Feb. 5, at eleven, at offices of Sols. Craven and Sunderland, Huddersfield

BROWNE, WILLIAM PAYNTER KENNAWAY, called Captain Brown, farmer, Ilsington. Pet. Jan. 19. Feb. 5, at twelve, at the Bude hotel, Exeter. Sol. Campion

BURNEY, KATE, spinster, of no occupation, Hersham. Pet. Jan. 19. Feb. 9, at two, at the Chamber of Commerce, 145, Cheapside, London. Sol. McDiarmaid, Old Jewry-chmbs, London

CARR, WILLIAM, cheesemonger, Caledonian-rd, King's-cross. Pet. Jan. 16. Feb. 2, at eleven, at offices of H. S. Hunter, 47, London-wall. Sol. Ede, Clement's-la, Lombard-st

CHALLAND, WILLIAM, innkeeper, Lincoln. Pet. Jan. 20. Feb. 5, at eleven, at office of Sol. Dale, Lincoln

CHUBB, WILLIAM, grocer, Brighton. Pet. Jan. 20. Feb. 10, at three, at office of Sol. Lamb, Brighton

CRUTCHLEY, HENRY, and HARRISON, WILLIAM, wheelwrights, Manchester. Pet. Jan. 20. Feb. 5, at three, at offices of Sols. Messrs. Makinson, Manchester

DEAVILLE, WILLIAM BAILEY, draper, Newcastle-under-Lyme. Pet. Jan. 21. Feb. 5, at twelve, at the Home Trade Association-rooms, 8, York-st, Manchester. Sols. Sale, Shipman, Seddon, and Sale, Manchester

DILL, JAMES, draper, Sheffield. Pet. Jan. 21. Feb. 5, at three, at offices of Sols. Messrs. Binney, Sheffield

DUNFORD, CHARLES, blacksmith, East Pennard. Pet. Jan. 16. Feb. 6, at three, at the Star hotel, Wells. Sol. McArthur

EVANS, WILLIAM, butter merchant, Tynewydd, par. Llanarthney. Pet. Jan. 21. Feb. 5, at one, at the Townhall. Carmarthen. Sol. Lloyd, Haverfordwest

FAULKNER, WILLIAM JABEZ, organ builder, Manchester. Pet. Jan. 21. Feb. 11, at two, at offices of Sols. Farrar and Hall, Manchester

FOSTER, WILLIAM BELL, job master, Royal Somerset-yd, High-st, Kensington. Pet. Jan. 17. Feb. 5, at two, at office of Sol. Pittman, Guildhall-chmbs, Basinghall-st

FREEMAN, JAMES, farmer, Lynn, near Walsall. Pet. Jan. 21. Feb. 9, at three, at office of Sol. Sheldon, Wednesbury

GIDLEY, WILLIAM, and WHITAKER, THOMAS, spinners, Bradford. Pet. Jan. 17. Feb. 4, at eleven, at offices of Sols. Terry and Robinson, Bradford

GILL, SAMUEL HORATIO, picture frame maker, Halifax. Pet. Jan. 19. Feb. 2, at eleven, at Sol. Rhodes, Halifax

GRAINGER, CHRISTOPHER, builder, Bradford. Pet. Jan. 21. Feb. 10, at eleven, at offices of Sols, Terry and Robinson, Bradford

GROOME, JOHN, bootmaker, Liverpool. Pet. Jan. 21. Feb. 5, at two, at office of Sol. Bellringer, Liverpool

HARRIS, ALBERT THOMAS, victualler, Penrose-st, Walworth-rd, and New Kent-rd. Pet. Jan. 13. Feb. 2, at eleven, at office of Sol. Head, Eastcheap

HARTLEY, ISAAC, milk dealer, Bradford. Pet. Jan. 20. Feb. 11, at eleven, at office of Sols. Dawson and Greaves, Bradford

HAQUE, CHARLES, late grocer, Denton. Pet Jan. 21. Feb. 6, at three, at office of Sols. Messrs. Drinkwater, Hyde

HEDGES, CHARLES COOPER, tailor, Faringdon, Pet. Jan. 19. Feb. 12, at one, at the Railway tavern, Uffington-junction, near Faringdon. Sol. Jotcham, Wantage

HICKLING, HENRY, late grocer, Nottingham. Pet. Jan. 20. Feb. 7, at two, at the Assembly-rooms, Low-pavement, Nottingham. Sol. Black

HICOCK, FREDERICK, out of business, Liverpool. Pet. Jan. 21. Feb. 18, at two, at offices of Sols. Pemberton and Sampson, Liverpool

HODGE, WILLIAM HENRY, commercial clerk, Victoria-rd, Kentish-town. Pet. Jan. 19. Feb. 9, at three, at the Chamber of Commerce, 145, Cheapside. Sol. Miller, Walbrook

HORN, SAMUEL, and BURRELL, WILLIAM ROBERT, shoe manufacturer, Kettering. Pet. Jan. 20. Feb. 6, at three, at the Royal hotel, Norwich. Sol. Smith, Newland

HOUGHTON, FREDERICK BURNETT, oil manufacturer, Borough-rd, Southwark, and Marshgate-la, Stratford. Pet. Jan. 16. Feb. 9, at two, at office of Sol. Swaine, Cheapside

JACKSON, ALFRED, farm labourer, Staxton, near Ganton. Pet. Jan. 20. Feb. 4, at three, at office of Sol. Williamson, Scarborough

JAMES, HENRY, victualler, Bath. Pet. Jan. 16. Jan. 30, at twelve, at office of Sol. Wilton, Bath

JENKINS, MARY, spinster, schoolmistress, Bristol. Pet. Jan. 21. Feb. 13, at eleven, at offices of Sol. Ward, Bristol

JONES, EMMA, beer retailer, Manchester. Pet. Jan. 21. Feb. 11, at three, at Homer and Son, Manchester. Sol. Law, Manchester

KEEL, FREEMAN, hatter, Sheffield. Pet. Jan. 19. Feb. 9, at eleven, at office of Sols. Messrs. Binney, Sheffield

KENT, HENRY ALFRED, tailor, Rye-la, Peckham. Pet. Jan. 20. Feb. 5, at eleven, at office of Sol. Haigh, jun., King-st, Cheapside

KENWORTHY, THOMAS, fish dealer, Fallowfield, near Manchester. Pet. Jan. 19. Feb. 2, at three, at office of Sols. Hinde, Milne, and Sudlow, Manchester

KING, GEORGE, sack manufacturer, Duke-st, London-bridge, and Bermondsey-st. Pet. Jan. 22. Feb. 20, at two, at the Guildhall coffee-house, Gresham-st. Sols. Nash, Field, and Layton, Suffolk-la, Cannon-st.

LEAH, HENRY GEORGE, brush maker, Great Marylebone-st, trading as Charles and Elizabeth Nixon. Pet. Jan. 10. Feb. 5, at three, at office of Sol. Wetherfield, Gresham-bldgs, Guildhall

LLOYD, THOMAS, innkeeper, Melfod. Pet. Jan. 19. Feb. 6, at twelve, at the Cross Keys hotel, Llanymynech. Sol. Pugh, Llanfyllin

LONG, HESTER, and LONG, EDWARD, North Bradley. Pet. Jan. 20. Feb. 5, at twelve, at office of Sol. Rodway, Trowbridge

MCCORMICK, PATRICK, provision dealer, Liverpool. Pet. Jan. 20. Feb. 4, at three, at office of Sol. Yates, Liverpool

MAGRAM, THOMAS, mineral water manufacturer, Clapham-rd, Pet. Jan. 14. Feb. 2, at three, at offices of Sol. Howell, Cheapside

MAURENBRECHER, JULIUS, merchant, Mark-la. Pet. Jan. 20. Feb. 11, at two, at Mr. Maurenbrecher's office, 11, Mark-la. Sols. Messrs. Hollams and Coward, Mincing-la

MICKMAN, JAMES, jet ornament manufacturer, Scarborough. Pet. Jan. 20. Feb. 9, at three, at office of Sol. Richardson, Scarborough

NICHOLS, GEORGE, potato dealer, Barnsley. Pet. Jan. 19. Feb. 7, at three, at office of Sol. Freeman, Barnsley

PAINTING, CHARLES, sawyer, Birmingham. Pet. Jan. 19. Feb. 4, at twelve, at office of Sol. Grove, Birmingham

PAINT, THOMAS, jun., butcher, Ipswich. Pet. Jan. 20. Feb. 7, at eleven, at office of Sol. Vulliamy, Ipswich

PEARSON, SAM, grocer, Dewsbury. Pet. Jan. 19. Feb. 9, at three, at office of Sol. Curry, Cleckheaton

PRESCOTT, JAMES, late beer retailer, Birmingham. Pet. Jan. 19. Feb. 3, at eleven, at office of Sol. Beaton, Birmingham

RICHARDSON, DAVID, bootmaker, Leamington Priors. Pet. Jan. 20. Feb. 10, at eleven, at office of Sol. Handley, Warwick

RIDLINGTON, JAMES NEWTON, grocer, Erith. Pet. Jan. 21. Feb. 5, at twelve, at 38, Green's-end, Woolwich. Sol. Hughes, Upper Thames-st

ROBINSON, JOHN WRIGHT, general dealer, Batley. Pet. Jan. 19. Feb. 4, at eleven, at the Royal hotel, Batley. Sol. Meller

ROBINSON, GEORGE, out of business, Skelton. Pet. Jan. 20. Feb. 5, at three, at office of Sols. Hunton and Bolsover, Stockton

ROOME, DAVID, accountant, Stoke Newington-rd. Pet. Jan. 20. Feb. 5, at two, at at office of Sols. Halse, Trustram, and Co. Cheapside

SANDERSON, ROBERT WILLIAM, brushmaker, York. Pet. Jan. 21. Feb. 9. at three, at office of Sol. Wilkinson, York

SEYFANG, SIDNEY WILLIAM, lighterman, Plaistow. Pet. Jan. 21. Feb. 9, at twelve, at office of Sol. Moss, Gracechurch-st

SHELLAKER, WILLIAM, lodging-house keeper, Brighton. Pet. Jan. 19. Feb. 7, at twelve, at office of Sol. Webb, Brighton

SHEPHARD, JOHN, boot dealer, North Skelton. Pet. Jan. 21. Feb. 4, at eleven, at office of Sol. Draper, Stockton

SORBY, THOMAS CHARLES, architect, Brunswick-sq. Pet. Jan. 16. Jan. 31, at eleven, at office of Sol. Allen, Brunswick-sq

SOUTHWELL, GEORGE WILLIAM, corn factor, Nottingham. Pet. Jan. 20. Feb. 13, at twelve, at office of Sol. Peath, Nottingham

SUDFORD, CHARLES, draper, Birmingham. Pet. Jan. 13. Feb. 2, at ten, at office of Sol. East, Birmingham

SWIFT, GEORGE, butcher, Standish. Pet. Jan. 21. Feb. 14, at eleven, at office of Sol. Lees, Wigan

THREADKELL, WILLIAM ERNEST, builder, Buckland's-wharf, Kingston-on-Thames. Pet. Jan. 20. Feb. 5, at twelve, at office of Sols. Wilkinson and Howlett, Bedford-st, Covent-gdn

TOOTH, THOMAS, plumber, West Bromwich. Pet. Jan. 20. Feb. 5, at eleven, at office of Sol. Popham, West Bromwich

WALTER, NIMROD, coal merchant, Longfield. Pet. Jan. 20. Feb. at three, at office of Sols. Lewis, Munns, and Longden, Old Jewry

WHITING, THOMAS JOHN, stationer, Fenchurch-st. Pet. Jan. 21. Feb. 9, at twelve, at office of Evans, accountant, 15, Coleman-st. Sol. Bradford, Fenchurch-st

WIGSTON, THOMAS, grocer, Coleshill. Pet. Jan. 21. Feb. 5, at twelve, at office of Sol. Green, Birmingham

WILKINS, EDWIN, dyer, Lightpill. Pet. Jan. 19. Feb. 4, at one, at the Inns of Court hotel, High Holborn. Sol. Davis, Stroud

WILLIAMS, HENRY, slater, Stalybridge. Pet. Jan. 19. Feb. 6, at three, at office of Sols. Partington and Allen, Manchester

WILLS, WILLIAM HENRY, out of business, Nottingham. Pet. Jan. 16. Feb. 6, at twelve, at office of Sol. Belk, Nottingham

WOOD, WILLIAM, fancy box manufacturer, Manchester. Pet. Jan. 21. Feb. 16, at three, at office of Sol. Storer, Manchester

WYMOND, THOMAS PHILLIPS, attorney, King-st, Cheapside. Pet. Jan. 15. Jan. 31, at one, at the London Warehousemen's Association, 33, Gutter-lane

YEWDALL, WILLIAM, manufacturer of flannels, Eccleshill. Pet. Jan. 19. Feb. 7, at eleven, at office of Sol. Atkinson, Bradford

Gazette, Jan. 27.

ADCOCK, GEORGE, fruiterer, Birmingham. Pet. Jan. 20. Feb. 4, at three, at office of Sol. Fallows, Birmingham

ASHTON, THOMAS, cattle dealer, Morpeth. Pet. Jan. 24. Feb. 9, at three, at office of Sol. Garbutt, Newcastle-upon-Tyne

ATKINSON, WILLIAM, provision merchant, Newcastle-upon-Tyne. Pet. Jan. 22. Feb. 5, at two, at offices of Sols. Hoyle, Shipley and Hoyle, Newcastle-upon-Tyne

BALMFORTH, THOMAS, contractor, Elland. Pet. Jan. 23. Feb. 9, at three, at offices of Sol. Rhodes, Halifax

BENSON, WILLIAM HENRY, cloth manufacturer, Calverley. Pet. Jan. 23. Feb. 10, at three, at offices of Sol. Carr, Leeds

BRAY, JOHN, carrier, Bradford. Pet. Jan 22. Feb. 9, at three, at offices of Sol. Rennolls, Bradford

BRINN, THOMAS, out of business, Pembroke. Pet. Jan. 21. Feb. 11, at eleven, at office of Sols. Pitman and Lane, 27, Nicholas-lane, London. Sols. John and Son, Haverfordwest

BROWN, JOHN, chemical manufacturer, Birstal. Pet. Jan. 19. Feb. 6, at ten, at offices of Sol. Rhodes, Bradford

BRUMLEN, JOHN MARTIN FREDERICK CHARLES, merchant, Mincing-la. Pet. Jan. 23. Feb. 17, at three, at office of Sols. Lewis, Munns, and Londen, Old Jewry

BUTLER, BENJAMIN, out of business, Birmingham. Pet. Jan. 17. Feb. 5, at twelve, at office of Sol. Fallows, Birmingham

CAULFIELD, JOHN, draper, Gateshead. Pet. Jan. 22. Feb. 9, at twelve, at office of Sol. Garbutt, Newcastle-upon-Tyne

CLAXTON, WILLIAM RICHARDS, estate agent, Neston. Pet. Jan. 19. Feb. 9, at twelve, at offices of Sols. Richardson, Jones, and Billson, Liverpool

COCKER, THOMAS HENRY, hawker, Halifax. Pet. Jan. 22. Feb. 6, at three, at offices of Sol. Rhodes, Halifax

COLE, JAMES CONRAD, mining engineer, Strand, and Walworth. Pet. Jan. 15. Feb. 7, at two, at office of Sols. Clennell and Fraser, Great James-st, Bedford-row

COLLARD, GEORGE, farmer, Southfleet. Pet. Jan. 22. Feb. 9, at twelve, at office of Sols. Sharland and Hatten, Gravesend

COOPER, EDWARD, gentleman, Sevenoaks. Pet. Jan. 21. Feb. 7 at one, at the Salem Hall tavern, Masons'-avenue, Basinghall-st. Sol. Tunstall, Leadenhall-st

COOKE, HENRY, and CROMPTON, ROBERT ANDREWS, dyers, Manchester. Pet. Jan. 21. Feb. 6, at four, at offices of Sols. Sale, Shipman, Seddon, and Sale, Manchester

CROSS, THOMAS, shopkeeper, Nottingham. Pet. Jan. 20. Feb. 13, at twelve, at office of Sol. Shelton, Nottingham

DEVONPORT, WILLIAM HENRY, cabinet maker, Seacombe. Pet. Jan. 24. Feb. 9, at two, at office of Gibson and Bolland, accountants, Liverpool. Sol. Ellerton, Liverpool

DUDSON, WILLIAM, fruit dealer, Wellington, Pet. Jan. 17. Feb. 11, at twelve, at office of Sol. Marcy, Wellington

EHRMANN, FREDERICK, baker, Hereford-st, Lisson-grove. Pet. Jan. 10. Feb. 5, at three, at office of Sols. Button and Co. Henrietta-st, Covent-gdn

FERRAR, FREDERIC, hotel proprietor, Richmond. Pet. Jan. 22, Feb. 12, at twelve, at office of Sols. Taylor and Jaquet, South st, Finsbury-sq

FREELOVE, MARKWELL FRANCIS, commercial traveller, Birmingham. Pet. Jan. 21. Feb. 7, at eleven, at office of Sol. Rowlands, Birmingham

FOWLER, JAMES, grocer, High-st, Poplar. Pet. Jan. 21. Feb. 10, at one at office of Sol. Smith, Cross-la, St. Mary-at-hill

GIBBS, GAIUS, grocer, Tunbridge. Pet. Jan. 21. Feb. 11, at eleven, at office of Sol. Burton, Tunbridge Wells

GILBERTSON, GEORGE, and TARBOTTON, FRANCIS, linen drapers, York. Pet. Jan. 23. Feb. 13, at twelve, at the Corn Exchange, York. Sol. Dale, York.

HART, HENRY JAMES, horse breaker, Birmingham. Pet. Jan. 22. Feb. 6, at twelve, at offices of Sol. Fallows, Birmingham.

HAUGHTON, JAMES, tobacconist, Birmingham. Pet. Jan. 22. Feb. 9, at eleven, at office of Sol. Mason, Birmingham

HAWKINS, ALEXANDER, shopkeeper, Twyning. Pet Jan. 23. Feb. 9, at eleven, at offices of Sols. Moores and Romney, Tewkesbury

HELPS, JAMES, furniture broker, Canton, near Cardiff. Pet. Jan. 22. Feb. 10, at eleven, at office of Sol. Morgan, Cardiff

HICKLING, HENRY, ironfounder, Nottingham. Pet. Jan. 20, Feb. 7, at two, at the Assembly Rooms, Low-pavement, Nottingham. Sol. Black

HITCHCOCK, JOHN, clothier, New Swindon. Pet. Jan. 24 Feb. 10, at eleven, at offices of Barnard, Thomas, Tribe, and Co, public accountants, Bristol. Sols. Henderson, Salmon, and Hendersons, Bristol

HODGES, JOHN, bookseller, Bedford-st, Strand. Pet. Jan. 19. Feb. 9, at three, at the Guildhall tavern, Gresham-st. Sol. Clark and Scoles, King-st, Cheapside

IRONSIDE, HENRY WAKEFORD, farmer, Womersh. Pet. Jan. 24. Feb. 9, at two, at offices of Sol. Curtis, Guildford

JUKES, HENRY, tobacconist, Birmingham. Pet. Jan. 20. Feb. 4, at twelve, at office of Sol. Fallows, Birmingham

KEARNEY, JAMES, tailor, Thomas-st, Kingsland-rd. Pet. Jan. 24. Feb. 11, at four, at 5, Bell-yd, Doctor's-commons. Sol. Cutler, Doctor's-commons

KIDDLE, EDWARD, jun., job master, Blantyre-st, Chelsea, and King's-rd, Chelsea. Pet. Jan. 14. Feb. 5, at two, at office of Dubois, 2, Gresham-bldgs, Basinghall-st. Sol. Maynard

LARQUET, ANTOINE, wine merchant, Arthur-st, Oxford-st. Pet. Jan. 14. Feb. 9, at three, at office of Sol. Parker, Pavement, Finsbury

LEAK, DAVID JOSEPH, carpenter, Great Yarmouth. Pet. Jan. 22. Feb. 10, at twelve, at office of Blake, public accountant, Great Yarmouth. Sol. Palmer, Great Yarmouth

LE BEAU, WOOLF GEORGE, cowkeeper, Royal Mint-st, Tower-hill. Pet. Jan. 24. Feb. 10, at three, at office of the London Warehousemen's Association, 33, Gutter-la. Sols. Clapham and Fitch, Bishopsgate-without

LEWIS, EBENEZER, dealer in boots, Ebbw Vale. Pet. Jan. 24. Feb. 9, at one, at offices of Sols. Simon and Plews, Merthyr Tydfil

LOCHMULLER, ANTONIO, cabinet maker, Stanhop-st, Hampstead-rd. Pet. Jan. 22. Feb. 10, at three, at office of Sol. Seale, Lincoln's-inn-fields

MACBETH, THOMAS, and MACBETH, LEIGHTON SPENCER, tailors, Manchester. Pet. Jan. 22. Feb. 9, at four, at offices of Sols. Addleshaw and Warburton, Manchester

MAKINSON, WILLIAM, provision dealer, Hindley. Pet. Jan. 22. Feb. 9, at eleven, at offices of Sol. Wall, Wigan

MASTERS, FRANCIS, drapery manufacturers' agent, Bull and Mouth-st. Pet. Jan. 24. Feb. 10, at three, at office of Sol. Knight, Newgate-st

MEAD, JOHN WILLIAM, house agent, London-st, Paddington. Pet. Jan. 13. Feb. 4, at eleven, at offices of Sol. Johnson, Arundel-st, Strand

MERRITT, SAMUEL, licensed victualler, Farnley, near Leeds. Pet. Jan. 20. Feb. 9, at three, at offices of Sols. Fawcett and Malcolm, Leeds

MOORE, SAMUEL, furrier, Regent-st, and Mark-st, Whitechapel. Pet. Jan. 24. Feb. 20, at two, at office of Sols. Messrs. Lewis, Ely-pl, Holborn

NEEDHAM RALPH WILLIAM, milliner, Nottingham. Pet. Jan. 22. Feb. 10, at twelve, at offices of Sols. Thorpe and Thorpe, Nottingham

ORAM, FREDERICK HENRY, law clerk, Edmonton. Pet. Jan. 24. Feb. 17, at four, at the Masons' Hall tavern, Masons'-avenue, Basinghall-st. Sol. Watson, Basinghall-st

PAPP, MORRIS, general dealer, West Hartlepool Pet. Jan. 21. Feb. 5, at eleven, at office of Sol. Todd, West Hartlepool

OSBORNE, JAMES GODOLPHIN, accountant, Budge-row, Cannon-st. Pet. Jan. 22. Feb. 9, at eleven, at office of Sols. Sharp and Turner, Lombard-st

PHILLIPS, JAMES, and HAMES, WILLIAM BARHAM, linen drapers, Birmingham. Pet. Jan. 22. Feb. 6, at one, at the Clarence hotel, Manchester. Sol. Assinder, Birmingham

PITCHFORD, EDWARD BEAUMONT, and PITCHFORD, ALFRED THOMAS, lead manufacturers, Limehouse. Pet. Jan. 19. Feb. 13, at two, at the City Terminus hotel, Cannon-st. Sols. Linklater, Hackwood, Addison, and Brown, Walbrook

PRAGER, HENRY, steel manufacturer, Sheffield. Pet. Jan. 21 Feb. 6, at eleven, at the Cutlers' Hall, Church-st, Sheffield. Sol. Tattershall, Sheffield

RAND, JOHN REA, farmer, Romsey. Pet. Jan. 19. Feb. 9, at half-past twelve, at the Eagle hotel, Winchester. Sol. Genton, Winchester

RATCLIFFE, FRANCIS, builder, Stafford. Pet. Jan. 20. Feb. 6, at one, at the North-Western hotel, near the Railway Station, Stafford. Sol. Clarke

ROBINSON, GEORGE, grocer, Redbourne. Pet. Jan. 21. Feb. 17, at one, at the Peahen hotel, St. Alban's. Sol. Jeffery, Luton

ROOKER, WILLIAM, undertaker, Birmingham. Pet. Jan. 22. Feb. 14, at twelve, at office of Sol. Joynt, Birmingham

SCRIVEN, JAMES, paper hanger, Darlington. Pet. Jan. 21. Feb. 11, at half-past two, at offices of Hudson and Pybus, public accountants, Darlington. Sol. Addenbroke

SMITH, GEORGE WILLIAM, and RICE, ANN, drapers, Bradford. Pet. Jan. 22. Feb. 9, at twelve, at offices of Sols. Terry and Robinson, Bradford

SMITH, JOSEPH, wholesale grocer, Bradford. Pet. Jan. 22. Feb. 13, at one, at offices of Sol. Hutchinson, Bradford

SMITHERS, MARY, plumber, Hadlow. Pet. Jan. 23. Feb. 11, at ten, at the Angel hotel, Tunbridge. Sol. Palmer, Tunbridge

SPRINGETT, EDWARD, saddler, St. Leonard's-on-Sea. Pet. Jan. 21. Feb. 9, at three, at office of Sol. Sturt, Ironmonger-la

SUCKLING, JOSEPH, commission agent, Tewkesbury. Pet. Jan. 23. Feb. 11, at three, at office of Sol. Parry, Birmingham

THRELFALL, RICHARD, flour dealer, Blackpool. Pet. Jan. 22. Feb. 9, at eleven, at office of Sol. Fryer, Preston

TIMMS, JOHN WILLIAM HARBIDGE, licensed victualler, Stoke-upon-Trent. Pet. Jan. 19. Feb. 5, at eleven, at office of Sol. Welch, Longton

TITHER, WILLIAM, twine manufacturer, Manchester. Pet. Jan 23. Feb. 13, at three, at the Clarence hotel, Spring-gardens, Manchester. Sol. Leigh, Manchester

TRETT, BENJAMIN, out of business, Lower Edmonton. Pet. Jan. 23. Feb. 9, at three, at office of Sol. Boydell, South.sq, Gray's-inn

TUCK, SARAH ANN, baker, Musbury. Pet. Jan. 24. Feb. 10, at two, at the Bell inn, Axminster. Sol. Tweed, Honiton

TULIP, WILLIAM, innkeeper, Hexham. Pet. Jan. 21. Feb. 6, at twelve, at office of Sol. Lockhart, Hexham

TURNBULL, CHARLES, baby linen manufacturer, Red Lion-ct, Watling-st. Pet. Jan. 17. Feb. 2, at two, at the London Warehousemen's Association, 33, Gutter-la. Sol. Gill, Cheapside

TURNER, GEORGE, out of business, Birmingham. Pet. Jan. 14. Feb. 7, at ten, at office of Sol. East, Birmingham

VANDERVORD, CHAPMAN, mastmaker, Cheval-st, and Commercial-pl, Millwall, Poplar. Pet. Jan. 22. Feb. 9, at twelve, at offices of Sol. Bastard, Brabant-ct

WALLETT, JOHN, fruiterer, Bilston. Pet. Jan. 22. Feb. 11, at ten, at office of Sol. Barrow, Wolverhampton

WILKINSON, THOMAS, painter, Hexham. Pet. Jan. 24. Feb. 12, at eleven, at the Cattle Market Exchange, Newcastle-upon-Tyne. Sol, Baty, Hexham

WILLIAMS, RICHARD CRAFT, farmer, Amersham. Pet. Jan. 23. Feb. 7, at twelve, at the Griffin inn, Amersham. Sol. Clarke' High Wycombe

WINWOOD, HENRY, fruiterer, Birmingham. Pet. Jan. 15. Feb. 7, at half-past ten, at office of Sol. Eaden, Birmingham

WOLKER, HENRY, jeweller, West Hartlepool. Pet. Jan. 22. Feb. 10, at twelve, at offices of Sols. Dobing and Simpson, West Hartlepool

WOOLF, MONTAGUE, tailor, Lower-marsh, Lambeth. Pet. Jan. 24. Feb. 11, at two, at office of Sol. Barnett, New Broad-st

YARNALL, CHARLES ROBERT, bookseller, Longton. Pet. Jan. 23. Feb. 16, at three, at office of Sol. Hawley, Longton

Orders of Discharge.

Gazette, Jan. 13.

ADAM, HARVEY HALL, surgeon, Grafton-st, Mile-end-rd, and Cannon-st-rd

WINTON, HARRY JOHN LANGRIDGE, no occupation, Buckingham Palace-rd, Pimlico

Gazette, Jan. 20.

ILLINGWORTH, HIRAM, joiner, Bradford

Gazette, Jan. 23.

SIMPSON, DUGALD CUMMINGS, merchant, Liverpool

Dividends.

BANKRUPTS' ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Cox, W. stockbroker, second, 9d., and 5s. 7½d. to new proofs. Paget, Basinghall-st.—*Eagle*, E. C. grocer, first, 3s. Paget, Basinghall-st.—*Mitchell*, W. S. jeweller, third and final, 1s. 6d.—*Purton*, G. saw mill owner, first, 1s. 11½d. Paget, Basinghall-st.—*Smart*, W. R. auctioneer, second, 8½d. Paget, Basinghall-st.

Baker, J. flax dresser, first and final, 4s. 6d. At Sols. Weddall and Parker, Selby.—*Burkinshaw*, C. grocer, second and final, 9d. At offices of J. G. Carlill and W. P. Burkinshaw, 4, Parliament-st, Hull.—*Chappell*, J. builder, 10d. At Trust. W. G. Dixon, 46, Queen-st, Wolverhampton.—*Cohen*, M. importer of French boots, first, 2s. At Trust. E. Moore, 3, Crosby-sq.—*Coulthurst*, R. and H. J. joiners, first and final, 2s. 6d. At Trust. J. Routh, Royal Insurance-bldgs, Leeds.—*Gerrit*, J. draper, 3s. 5½d. At County Court Office, Aylesbury. Trust. H. Watson, registrar.—*Houghton*, A. cotton broker, first and final, 7s. At Trust. H. Bolland, 10, South John-st, Liverpool.—*Houghton*, A. B. *Houghton*, A. and *Jones*, C. D'E. cotton brokers, third and final, 1 1-3d. At Trust. H. Bolland, 10, South John-st, Liverpool.—*Howe*, J. F. pawnbroker, second and final, 3d. At Sol. Noon, Bloomfield-st, New Broad-st.—*Jacques*, F. saddler, 2s. 11½d. At the County Court Office, Burton-on-Trent.—*Joynson*, P. Liverpool and London-chmbs, first, 2s. 6d. At Trust. H. W. Banner, 24, North John-st, Liverpool.—*Passmore*, J. R. Bethnal-green-rd, first, 1s. 6d. At Trust. J. D. Viney, 99, Cheapside.—*Robinson*, R. W. grocer, second, 2s. At Trust. W. Izard, 46, Eastcheap.—*Smith*, J. grocer, first and final, 1s. 3d. At Sols. Reed and Cook, Bridgwater.—*Thornton*, W. mechanic, second, 3s. 4d. Trust. G. Curry, Cleckheaton.—*Walker* and *Urquhart*, travelling drapers, second, 6d. At Trust. A. McDowell, 21A, Watling-st.—*Walter* and *Sutton*, linen drapers, second and final, 10d. (first and final sep. of Sutton, 4s. 6d.). At offices of Ladbury, Collison, and Viney, 99, Cheapside.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

UPINGTON.—On the 13th inst., at 40, Elgin-road, Dublin, the wife of Thomas Upington, Esq., barrister-at-law, of a daughter.

WALSH.—On the 22nd inst., at Mainsonette, St. Anne's-park, Wandsworth, the wife of Nugent C. Walsh, Esq., barrister-at-law, of a daughter.

WILLIS.—On the 17th inst., at Lee, Kent, the wife of William Willis, barrister-at-law, of a daughter.

MARRIAGES.

FELLOWS—LUCY.—On the 22nd inst., at Harescombe Church, Gloucestershire, Charles Francis Fellows, M.A., of University College, Oxford, barrister-at-law, Lincoln's-inn, to Alice Mary, eldest daughter of W. C. Lucy, Esq, The Wynstones, Brookthorpe Gloucestershire.

ISBOTSON—HOBSON.—On the 20th inst., at Christ Church, Fulwood, Yorkshire, H. Walter Ibbotson, solicitor, to Mary Bridget, youngest daughter of Francis Hobson, Esq., Burnt Stone, Sheffield.

DEATHS.

BAMFORTH.—On the 13th inst., at Southborne House, Rotherham, Yorkshire, aged 63, J. Bamforth, Esq., Solicitor and Alderman, of the borough.

LINGEN.—On the 22nd inst., at Peulanole, near Rhayader, aged 71, Henry Lingen, Esq., of the Middle Temple, J.P. and Deputy-Lieutenant for the county of Radnor

NIXON.—On the 20th inst., at West Brompton, aged 76, J. E. Nixon, Esq., solicitor.

UNDERWOOD.—On the 26th inst., aged 69, Richard Underwood, of Castle-stree, Hereford, solicitor.

To Readers and Correspondents.

ARTICLED CLERK.—Gurney uses stenography. We recommend Pitman's.

Anonymous communications are invariably rejected.

All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.

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Advertisements must reach the Office *not later* than five o'clock on *Thursday* afternoon.

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Portfolios for preserving the current numbers of the LAW TIMES, price 5s. 6d., by post 5d. extra. LAW TIMES REPORTS, price 3s. 6d., by post 3d. extra.

NOTICE.

The LAW TIMES *goes to press on Thursday evening, that it may be received in the remotest parts of the country on Saturday morning. Communications and Advertisements must be transmitted accordingly. None can appear that do not reach the office by Thursday afternoon's post.*

When payment is made in postage stamps, not more than 5s. may be remitted at one time.

All communications intended for the Editor of the Solicitors' Department should be so addressed.

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The Law and the Lawyers.

THE House of Commons has lost a useful legal member in Mr. HINDE PALMER, Q.C., who appears to be one of the victims of the altered sentiments of some of the constituencies. The learned gentleman was beaten by a Conservative Colonel in the contest for Lincoln City. Mr. PALMER's principal work was a Bill for the removal of the existing disabilities of married women with reference to property, and in this respect he was certainly the most advanced reformer. He was a speaker of some force, and took a prominent part in the debate on the Judicature Bill. Although we did not agree with his views on the subject of married women, we regret that he has lost his seat.

IT occurs to us as somewhat remarkable that the election speeches of the last ten days have been almost entirely devoid of reference to a subject which was lately supposed to be of paramount importance—the amendment of the land laws. The financial mania appears to have seized everybody, from Baron ROTHSCHILD to Mr. ODGER, and amidst the exultation of the Liberal party over a surplus of five millions, and the scoffs of the Conservatives, the land question has disappeared. When our politicians are driven for subjects to quarrel about so far back as the Crimean War, and so far away as the Straits of Malacca, it leads to the belief that reform, in dealing with land tenure and land transfer, is not one of the "burning questions" of the day. We indeed incline to the opinion that the public are not altogether discontented with the existing state of charges, and that they do not grudge payment for what they know will render them as secure in their titles as the law permits. And we know for a fact that in many districts it is becoming a practice for an agreed sum to be paid for conveyancing business according to the nature of the work. If this course were generally pursued, much of the complaint which occasionally finds expression would entirely disappear. At any rate it is clear that there are many more pressing and difficult questions to be solved before the land laws occupy a front place in the political programme.

IN the list of new Queen's Counsel, just created by the LORD CHANCELLOR, one name occurs which the other able men on whom this dignity has been conferred would probably be first to acknowledge as the most widely and familiarly known among their number. Both in the Colonies and in America "Clark's House of Lords' Cases" are cited as the authoritative record of the decisions of the highest Court of Appeal in Great Britain, whilst the value of these reports to lawyers in this country for a legal generation has been admitted. In other branches of professional pursuits Mr. CLARK'S name is also to be met with. In nearly all the recent Peerage cases he has held a brief; he has acted for many years as Revising Barrister for the County of Hertford; was one of the Royal Commissioners appointed to inquire into the criminal laws of the Channel Islands; and is the author, among other legal essays, of a standard work, entitled "Summary of Colonial Law," referred to with approval by Lord Chief Justice COCKBURN in the course of his charge to the grand jury in the case of *The Queen* v. *Nelson and Brand*. The mark of recognition by the Lord Chancellor has, in this instance, clearly followed the voice of the Profession, for, in Hilary Term 1872, whilst still a stuff gownsman, the high compliment was paid to Mr. CHARLES CLARK of electing him a Bencher of the Middle Temple, at the same time that a similar tribute was paid to the standing and qualities of Mr. CHARLES HALL, since promoted to be one of the Vice-Chancellors.

AN important question, affecting the right of *habeas corpus* in civil cases, was raised in a case recently before the Irish Court of Queen's Bench. A civil bill process was brought against a defendant, not specifying the date when the debt accrued, for a debt which in fact accrued after the passing of the Debtors' Act (Ireland) 1872; and the defendant not appearing, a decree was granted for the amount. The entry of the decree in the book of the clerk of the peace did not specify the date when the debt accrued, or whether execution was to be against the person or goods of the defendant. The decree was filled up by the clerk of the plaintiff's attorney with an award of execution against the goods; but afterwards the attorney, without any fraudulent intention, inserted in the decree the words "in the year 1871," as being the date when the debt accrued, and induced the clerk of the peace to alter the award of execution, making same against the body. The chairman, misled by the decree as altered, signed same; and the defendant was arrested on the decree after the coming into operation of the Debtors' Act. The question was whether he was entitled to be discharged from custody on a writ of *habeas corpus*. It was argued by the counsel for the plaintiff that the civil bill decree was only issued irregularly, and that if so, a *habeas corpus* would not lie. The court did not assent to this proposition, and having examined several cases, which will be found in a report which appears in another column, decided that there was perfect authority for liberating the prisoner, not derived alone from statute, but fortified also by the common law. It would have been startling indeed if an irregular arrest could have deprived a debtor of his liberty until he paid the debt.

THE ATTORNEY-GENERAL has been somewhat facetious concerning the "writ of pains and penalties" with which Mr. GLADSTONE was said to have been threatened. The instigator of this mysterious process turns out to be a cork leg manufacturer, and Sir HENRY JAMES suggests that no one but a cork leg manufacturer could have invented it. Humour has not been superabundant during

the elections, and even this dreary flash of fun is not to be despised, although it would be somewhat unfair were the merits of a *quo warranto* information to be judged of by the trade or business of the relator; and if the cork leg manufacturer has misnamed his legal process, the slip is one which an Attorney-General might have allowed to pass. This fringe being taken off we have the fact that before the dissolution Mr. GLADSTONE had notice that a *quo warranto* information would be applied for calling upon him to show by what authority he claimed to sit for Greenwich. We noticed the Acts, out of which the question arises, when the Premier combined his two offices in his own person, and doubted whether he could hold them without re-election. There was no authority upon the subject, and we therefore now put it on record, as the opinion of eminent persons, such as Lord COLERIDGE and Sir GEORGE JESSEL, Sir HENRY JAMES and Sir VERNON HARCOURT, that the First Lord of the Treasury, by accepting the office of Chancellor of the Exchequer, is not required to seek re-election. This opinion was given by law officers, and the question arose on the construction of particular statutes. Consequently it cannot be inferred as an absolute certainty that judicial decision would be in accordance with such opinion, and it would be desirable to make the matter clear by further legislation.

THE elevation of Baron AMPHLETT from the Equity Bar to the Common Law Bench was doubtless in pursuance of the scheme for the fusion of Law and Equity which the Judicature Act has already initiated, and therefore much to be commended. But we hope this process of amalgamation will be carried out with strict impartiality. If equity lawyers are to be promoted to the Common Law Bench, the Common Law Bar should occupy some of the seats upon the Equity Bench, and we wish to protest by anticipation against a large extension of the design which has been exhibited in the unexceptionable selection of Baron AMPHLETT. The Equity Bar will not, we hope, be often preferred to the Common Law Bar for the judgeships which must for a long time be looked upon as forming a Bench of Common lawyers. The Common Law Bar has no lack of men entitled to promotion. The name of Mr. HAWKINS, whose clear and logical mind pre-eminently fits him for the duties of Nisi Prius and criminal courts, will at once suggest itself. Serjeant SIMON has proved in the House of Commons his capacity for dealing with legal reforms, and his promotion would be approved by the Profession by whom he is held in great esteem. Mr. GIFFARD is an excellent lawyer, and as the present Chancellor does not permit judicial patronage to be governed by party considerations, the selection would doubtless recommend itself. His purpose is manifestly to prefer the best man, and we might name a dozen other eminent men at the Common Law Bar from whom selection might be worthily made. Our present purpose is, however, merely to support their claim to the possession of at least the majority of the seats in the courts to which they have been led to look for promotion.

THE rumours that the operation of the Judicature Act is to be postponed have taken definite shape, and we have little doubt that they are well founded. The council of Judges and their very limited number of assistants, we should imagine, have had little time as yet to get the practice rules into anything like shape, even supposing that they have arrived at clear and definite ideas on the subject. That every endeavour will be made to avoid delay we feel convinced, and we are very greatly surprised to observe that a journal which has always been characterised by remarkable appreciation of the higher intelligence of the legal Profession (the *Pall Mall Gazette*), should suggest that the lawyers will, if they can, put obstacles in the way of the reform inaugurated by the passing of the Act. Speaking of the Act our contemporary says, "Its leading conception is, that there is to be one mode of proceeding, and one only, for every civil case which can come before a court of justice, however simple or however complicated it may happen to be. Though this is unfamiliar to the minds of English lawyers, it is a task which both can and ought to be performed, and any sort of excuse for not performing it ought to be regarded with the utmost possible suspicion." It is something quite new to us that English lawyers having assented almost unanimously to the great principle of the measure, any excuse is open to them for defeating the practical operation of the principle, or that there is a shadow of a pretence for regarding anything done or proposed to be done or omitted by those engaged in framing the rules under the Act with "the utmost possible suspicion." Our contemporary however is apparently better informed, for he does not close his remarks with our quotations, but goes on to observe:—"One of the besetting sins of lawyers, especially of successful lawyers who with grief and pain have acquainted themselves with an old and intricate system of whatever kind, is the sin of making difficulties. It is their profession to magnify the importance of trifles, and to regard every question which may be raised and debated as a possible bar to the application of the most useful principles. The excuses which they may devise for not doing what is required of them are so various, it is so difficult for the outside world to judge of their real importance, and their importance depends so much, when all is said and done, upon the goodwill of the persons who make them, that there is no doubt of the power of the Judges and their advisers practically to compel Parliament to postpone the Bill." This is an extremely grave charge—for charge we take it to be. If there be a desire to exercise extreme care, and to pay attention to trifles, and if the result is inevitable delay, we should consider that the ultimate saving of expense to the public would far outweigh any advantage to be gained by hastening the Act into operation. To this, however, the *Pall Mall Gazette* seems to shut its eyes, for it is evidently not ignorant of the amount of case law which has been generated by the technical difficulties which have arisen for decision out of even modern pleading. It observes that the amount of case law which will be superseded by the change introduced by the Act can hardly be imagined by anyone who is not a professional lawyer. The amount of case law which may be originated by the hasty drafting of forms of pleading and rules of practice is also probably beyond the comprehension of a person who is not a professional lawyer, if not of the *Pall Mall Gazette* itself. We repeat that it will be a decided public economy to delay the operation of the measure if the alteration is to hurry it into operation supplemented by a body of crude rules. But whatever the actual state of the case may be, we are persuaded that it is from no ill will to the measure, and from no desire to throw obstacles in the way of its operation, that lawyers are (if such be the fact) raising difficulties. Lawyers are rather anxious to make the plunge into the new practice, and to adjust their business to the altered circumstances.

THE NON-REGISTRATION OF MORTGAGES INCLUDING FIXTURES.

ONCE more a decision has been given upon the question of the necessity for registering as a bill of sale a mortgage of premises, including the trade fixtures; but the Judge who decided it was able to hold that the case was governed by the recent decision of *Ex parte Daglish, re Wilde* (29 L. T. Rep. N. S. 168; L. Rep. 8 Ch. 1072). The last decision was *Meux* v. *Allen*, before the Master of the Rolls, on the 22nd ult., and the facts were these:—The defendant, W. Allen, being entitled to the possession of a public house, and to certain fixtures and fittings upon the premises for the residue of a term, applied to the plaintiffs for an advance of £800, which was made to him on the security of the house upon the terms of a deed-poll of the 11th Aug. 1869, whereby Allen agreed to execute a legal mortgage when required, and the lease was at the same time deposited with the plaintiffs. By an indenture of the 7th Dec. 1873, the defendant Allen mortgaged, by way of demise, the premises comprised in the lease to the plaintiffs for the residue of the term. Neither the equitable deposit, nor the mortgage, was registered under the Bills of Sale Act. Allen subsequently executed two registered bills of sale to the other defendants of the fixtures and fittings of the house, some of which had been placed there before the date of the deed-poll, and some subsequently, and the plaintiffs filed their bill alleging that such fixtures formed part of their security, and praying an injunction to restrain the defendants from removing them. And, as we have said, the Master of the Rolls held that the case was governed by *Ex parte Daglish*, and dismissed the bill.

We may here remind our readers shortly of what *Ex parte Daglish* decided and the decisions which it affected. There was a mortgage of premises by way of demise, and the mortgage included trade fixtures—the premises being a mill, and the fixtures machinery and in the deed there was a power of sale of the machinery; fixed and moveable, either with the mill or separately. And the decision was that so far as the deed dealt with the fixtures it required registration under the Bills of Sale Act, and therefore that the fixtures were the property of the trustee on the bankruptcy of the mortgagor. This decision is in confirmation of *Begbie* v. *Fenwick* (24 L. T. Rep. N. S. 58) and *Hawtrey* v. *Butlin* (28 L. T. Rep. N. S. 532; L. Rep. 8 Q. B. 290), but is not in accordance with *Boyd* v. *Shorrock* (L. Rep. 5 Eq. 72; 17 L. T. Rep. N. S. 197). The latter case turned in the main upon the nature of the fixtures, being looms fastened by nails to the floors of a cotton mill. Vice-Chancellor Wood there followed the principle which was laid down in *Ex parte Barclay* (5 De G. M. & G. 403), and which he himself followed in *Mather* v. *Fraser* (2 K. & J. 536), namely, that if the tenant has affixed to the freehold during his tenancy articles in such a manner as to make it appear that during the term they are not to be removed, and that he regards them as attached to the property, according to his interest in the property, then, on any dealing by him with the property to which these articles are affixed, the court would presume that he meant to deal with the property as it stood, with all these things so attached, and to pass the property in its then condition. In *Mather* v. *Fraser* the Vice-Chancellor had applied to the fixtures which would pass to a mortgagee of the leasehold the term "quasi-permanent"—those articles which are affixed in a quasi-permanent manner. And this term was approved and adopted by the Court of Queen's Bench in *Longbottom* v. *Berry* (L. Rep. 5 Q. B. 123; 22 L. T. Rep. N. S. 385), all the machinery

in that case which was annexed to the floor, ceilings, or sides of the building in a "quasi-permanent manner" by means of bolts and screws, being held to pass to the equitable mortgagee of the fee.

In judging of these cases attention must be directed to the distinction between mortgages by owners of the freehold and by lessees of a term, pointed out by Lord Justice Mellish in *Ex parte Daglish*. "The cases," his Lordship said, "where the mortgagors have been freeholders, are plainly distinguishable, because a freeholder cannot be said to be in possession of fixtures which he has put up, although the same things, if put up by a lessee, would be trade fixtures; for in point of law the machinery affixed to the premises is just as much part of the premises as the bricks." On this ground *Boyd* v. *Shorrock* has been dissented from, the looms having heen put up temporarily by a lessee of a term for his convenience, and being detachable without damage to themselves or the freehold; and although such fixtures put up by a freeholder would pass under a mortgage of the freehold, they are nevertheless "in the possession" of a leaseholder, so that a pledge of them must be registered under the Bills of Sale Act. In *Begbie* v. *Fenwick* (24 L. T. Rep. N.S. 58) Vice-Chancellor Malins said he was unable to understand the grounds of Vice-Chancellor Wood's decision in *Boyd* v. *Shorrock*; and in *Hawtrey* v. *Butlin* (L. Rep. 8 Q. B. 290; 28 L. T. Rep. N.S. 532) both Mr. Justice Blackburn and Mr. Justice Mellor preferred the decision of Vice-Chancellor Malins in *Begbie* v. *Fenwick* to that of Vice-Chancellor Wood in *Boyd* v. *Shorrock*. Mr. Justice Mellor thought that Vice-Chancellor Wood's attention could not have been called to the interpretation clause of the Bills of Sale Act, and we may remind our readers that "personal chattels" are interpreted to mean "goods, furniture, fixtures, and other articles capable of complete delivery," and as between landlord and tenant, lessor and lessee, looms fixed by nails to a wall for the convenience of the tenant or lessee, are clearly fixtures, and are in the apparent possession of a tenant or lessee. The true construction of the Bills of Sale Act, acccording to Lord Justice Mellish, is that "if a person is in possession of fixtures, then he cannot pledge those fixtures so as to give a title to the mortgagee, except by an instrument which is to be registered as a bill of sale." This passage precedes that which we have already quoted as to the distinction between mortgages by freeholders and by tenants or leaseholders, the freeholder not being merely in possession of the fixtures, but they being a part of his freehold; and Lord Justice James said, "When you once arrive at the fact that a person has the property in fixtures as distinct from their connection with and adhesion to the freehold, then they are, in my opinion, the very class of things which which were intended to be provided for by the Bills of Sale Act."

The law is made quite clear by the cases which we have referred to, and it is plain that the Master of the Rolls could not, had he desired it, have come to a conclusion other than he did in *Meux* v. *Allen* without upsetting a string of consistent cases.

ADJUSTMENTS BETWEEN TENANTS FOR LIFE AND REMAINDERMEN.

THE mutual rights of successive takers of settled property, and the corresponding duties of trustees in respect to the conversion and investment of property so situated, form a subject whose main outlines may be considered settled, but the details of which and their application to particular cases frequently leave room for painful embarrassment. We do not at present refer to cases of apportionment, using that term in its narrow sense, but to those larger questions which arise from non-conversion of property which by the terms of the instrument or by the general law ought to be converted. The leading rules deducible from the cases are well stated (1 Jarm. Wills 571 *et seq.*, 3rd edit.), and we propose to notice some of the principal decisions by which those rules have since been illustrated, supplemented, or modified.

The five rules which the learned author lays down relate to the case of a residuary bequest containing a trust for sale and conversion—*the* case under which the questions we are considering most generally arise.

The first rule, to the effect that the residuary legatee for life is entitled to the income during the first year of property duly invested, was firmly established by the case of *Macpherson* v. *Macpherson* in the House of Lords (1 Macq. H. of L. Cas. 243). This rule must be read with the important qualifications introduced by the cases of *Allhusen* v. *Whittell* (16 L. T. Rep. N. S. 695; L. Rep. 4 Eq. 295), followed by Sir J. Bacon, V.C. in *Lambert* v. *Lambert* (43 L. J. Rep. N. S. 106). These decisions will be sufficiently explained by the head note in *Allhusen* v. *Whittell*, which is as follows: "Where a testator has bequeathed legacies and given his residue to a tenant for life with remainder over; executors, though as between themselves and the persons interested in the residue, they are at liberty to have recourse to any funds they please in order to pay debts and legacies, yet will be treated by the court, in adjusting the accounts between tenant for life and remainderman, as having paid the debts and legacies not out of capital only, nor out of income only, but with such portion of the capital as, together with the income of that portion for one year, was sufficient for the purpose."

The second rule, which relates to the destination during the first year of the income of the unconverted property, rests on the view taken by Lord Lyndhurst in *Dimes* v. *Scott* (4 Russ. 195), viz., that the legatee for life was entitled during the year in lieu of the actual income to the dividends on so much Three per Cent. Consolidated Stock as the proceeds of the property, if converted, would have purchased at the end of the year, followed by decisions of Sir James Wigram and Lord Romilly, and approved apparently by Lord St. Leonards. This rule has been confirmed by the decision of Lord Cairns in *Brown* v. *Gellatly* (L. Rep. 2 Ch. Ap. 751). In that case trustees retained certain investments, which by the will they were expressly directed to convert, and Lord Cairns, affirming the decision of Lord Romilly on this point, and without meaning to say that the trustees were by any means open to censure for not having converted them within the year, held that the rights of the parties must be regulated as if they had been so converted, and that the proper order to make was that in *Dimes* v. *Scott*.

The third and fourth rules do not appear to call for any remark.

The 5th Rule relates to the income of property which can be, but is not, converted within the year—under which Mr. Jarman in the notes discusses whether the principle of *Dimes* v. *Scott* applies where trustees have *an option* to invest in government or real or other securities, so as to give to the tenant for life the income of a supposititious sum of Consols, or whether, as in the much discussed case of *Robinson* v. *Robinson*, 4 per cent. on the value should be allowed, where such an option is given to the trustees. We regret to observe that although the case of *Robinson* v. *Robinson* was pressed on Lord Cairns in *Brown* v. *Gellatly*, he refused to adopt the 4 per cent. rule, although the trustees had a wide option as to investment. We think it is much to be regretted that any doubt should be cast on the considered judgment of Lord Cranworth and Sir J. K. Knight Bruce, L.JJ. in *Robinson* v. *Robinson*, and especially so, as there can be little doubt, as Mr. Jarman points out, that in the earlier case of *Dimes* v. *Scott*, on which Lord Cairns founds his judgment, the fact of the trustees having an option was not adverted to and was probably overlooked.

By adopting this rule in all cases where the trustees have a choice of investments, much difficulty will be avoided by assimilating the law to that which under the fifth rule laid down by Mr. Jarman exists when the property ought to be, but from its nature cannot be, converted immediately, at least, without great loss to the estate. Here the principle adopted is that of valuation at the testator's death, £4 per cent being allowed to the tenant for life. We should think that this ought to be established as the rule in *all* cases where trustees are not bound to invest in Consols. The case of *Meyer* v. *Simonsen* (5 De G. & Sm. 723), where the rule in question was much discussed by the late Sir James Parker, has been repeatedly followed. The cases of *Cox* v. *Cox* (L. Rep. 8 Eq. 343), and *Farley* v. *Hyder* (42 L. J. Rep. N. S. 626, Ch.), may be mentioned as recent examples of this equitable mode of adjustment between tenant for life and remainderman. Before parting with this subject we may note a decision of Lord Romilly in *Re Peyton's Settlement* (L. Rep. 7 Eq. 463), in which, as it appears to us, the scrupulous care with which in general the courts hold an even hand between successive takers is not distinctly visible; at all events the naked statement which has been put forward as the principle of the decision is, to our notions, not maintainable. That case has been said to decide "that the purchase of freehold ground rents is within a power to purchase lands in fee simple in possession:" (3 Davidson Conv. 61, 3rd edit.). The case was this: the trustees of a settlement and the tenant for life were desirous to invest £8866, part of the moneys arising from the sale of a portion of the settled lands in the purchase of several plots of land at Kensington, on which fifty-five dwelling-houses had been erected, and of which leases had been granted for terms of ninety-nine years, at rents amounting in the whole to £403. The trustees petitioned the court for an opinion whether such purchase was within a power in the settlement to purchase "hereditaments in fee simple in possession." Lord Romilly had no doubt that it was. We cannot accept such a decision, in an unopposed case, presenting a state of facts under which the particular purchase was clearly desirable for all parties, as being of much value on the general question. We should have thought that a purchase of the so-called ground rents was a purchase both in the letter and in the spirit of a fee simple in "reversion," and that the words "in possession" were added in order that the purchase money might bear a fair relation to the income to be enjoyed by each of the successive tenants. A "ground rent" is a vague term, and trustees, where the consent of the tenant for life was not required, by buying land of which the leases granted at low ground rents had only a few years to run, could prejudice the tenant for life to the advantage of those in remainder to any extent, producing precisely the same effect upon him as by granting leases themselves of the settled lands, and accepting a low rent in consideration of a premium. We feel some surprise at the decision, but much greater surprise that it should have been allowed to pass unquestioned. We should have thought an estate subject to leases at low rents as compared with the value of the fee simple, was not, either in letter or spirit, an estate "in possession," within the meaning of the power in question.

THE RESCISSION OF CONTRACTS OF SALE OF GOODS.

THE principle of law to be laid down as to the right to rescind a contract for the sale of goods, and as to what amounts to a rescission is one which has not been altogether plain hitherto, and the recent case of *Freeth* v. *Burr* (29 L. T. Rep. N.S. 773) shows that the courts have not always dealt with the subject on grounds entirely satisfactory. It may be useful if we state shortly the position of the question.

In the first place, when there is a condition to be performed by one party to a contract, before he can call upon the other to perform his part, no right against the latter arises until the performance of his precedent condition. This leads up to the difficulty which has arisen in connection with contracts of sale with reference to rescission, and we shall here quote some clear remarks of Mr. Benjamin in his work on the Sale of Personal Property, on the rule as to the operation of conditions precedent. He says (p. 422, 1st edit.): "Although a man may refuse to perform his promise till the other party has complied with a condition precedent, yet if he has received and accepted a substantial part of that which was to be performed in his favour, the condition precedent changes its character and becomes a warranty or independent agreement, affording no defence to an action, but giving right to a cross action for damages. The reason is, that it would be unjust under such circumstances, that a party who has received a part of the consideration for which he bargained, should keep it and pay nothing, because he did not receive the whole. The law, therefore, obliges him to perform his part of the agreement, and leaves him to his action of damages against the other side, for the imperfect performance of the condition. It is in the application of this rule that the cases have not been harmonious, and the practitioner is often embarrassed in advising, for the courts draw a distinction between what is and what is not a substantial part of the contract, in determining whether the original condition precedent has become converted *ex post facto* into an independent agreement."

The difficulty here pointed out arises more particularly in contracts comprising deliveries at periods of time of lots of one entire quantity, and the point raised in *Freeth* v. *Burr*, and preceding cases of an analogous character, has been whether a contracting party to whom one of a series of lots is not delivered at the time fixed is entitled to rescind the contract, and whether a refusal to receive any more of the contract goods is a rescission of the contract. A case which has rendered the law somewhat uncertain is *Hoare* v. *Rennie* (29 L. J. 73, Ex.), some of the Judges having been unable to understand the grounds of the decision. There the defendants bought of the plaintiffs 667 tons of Swedish iron, the iron to be shipped from Sweden in the months of June, July, August and September, in about equal portions each month, at £15 10s. per ton, delivered in London. The plaintiffs shipped only twenty-one tons in June, which arrived in London after the expiration of the month. It was held that the defendants were not bound to accept the smaller quantity, or any subsequent quantity tendered, and that, therefore, a plea showing the non-shipment of any larger quantity within the specified time, was an answer to an action for not accepting the iron or any part of it. The quotation which we have made from Benjamin on Sale supports the interrogatory of Justice Blackburn in *Simpson* v. *Crippin* (27 L. T. Rep. N. S. 546) why damages would not be a compensation for breach of the contract to deliver a specific lot of an entire quantity, the party damnified still being bound by his contract to accept subsequent deliveries.

The short ground upon which Chief Baron Pollock based his judgment in *Hoare* v. *Rennie* was, "that a man has no right to consider the breach of a contract a performance of it;" and his Lordship considered that the performance of conditions precedent had nothing whatever to do with the case. Baron Watson had not the slightest doubt about the case from the beginning to the end. "I am of opinion," he said, "that the defendants are not obliged to take this portion of the first shipment, because the contract is not performed on the part of the plaintiffs; and," he added, "if it were necessary to express any opinion, I think that by that means they have rescinded the contract, which they had a right to do, and that the plaintiffs not having performed their contract, the defendants are entitled to our judgment." In *Jonassohn* v. *Young* (4 B. & S. 296), Mr. Justice Crompton justified *Hoare* v. *Rennie* on the ground that it belonged to a class of cases in which time is of the essence of the contract; and Lord Coleridge, in *Freeth* v. *Burr*, placed all the cases cited before the court on the same footing as based upon the consideration whether there has been an abandonment or intention to abandon the contract. As this case will have to be taken as setting a doubt at rest, we cite his Lordship's observations: "I think it important," he said, "to express my own view, and I believe also that of the court, that in cases of this kind, where the question is, whether one party to a contract is set free from performance of it by the course of action of the other, the real point to be looked at is, whether, under all the circumstances, the act or conduct of the party which is relied on as setting the other party free, does or does not amount to an abandonment, or intention of abandonment, and altogether to a refusal to perform his part of the contract. I say this for the purpose of explaining the true ground on which I think the decisions of those cases must rest and the principle of the decisions. There have been cases apparently somewhat conflicting in principle brought before us in argument, but I think it can be gathered that the true question in all of them is as I have stated. Now non-performance or non-delivery may, under certain circumstances, or in particular cases, amount to such an act, or may be evidence of such conduct as would justify the judge in holding, or the jury in finding, either that an act of non-delivery or non-payment was in its nature, and unqualified by the circumstances which took place, such an act as indicated an intention to refuse to perform the contract, and to set the other party free from performing his part. That seems to me the principle on which *Hoare* v. *Rennie* was decided, and without presuming to say that the court who decided that case were right or wrong, the principle laid down was that where time was of the essence of the contract, as the Court of Exchequer said it was there, and there had been a failure to deliver part of the goods, and the whole object of the contract was frustrated, the non-delivery under the circumstances was an act by which the party renounced all intention to perform his part of the contract, and thereby set free the other party."

This view, we apprehend, leaves the decision of such cases entirely to the jury, and we think that it is highly desirable that they should be so left. Without considering any of the judicial decisions and *dicta* in other cases—and there are several—we think it ought to be established that the intention of a party committing a breach of contract should be judged of by a jury, and that whenever it is possible the contract should be enforced, the party damnified by partial breach or a breach of part being left to his remedy by action to recover damages. The result would probably in all cases be more just and satisfactory.

AMERICAN OPINION UPON THE OPERATION OF THE JUDICATURE ACT.

THE *American Law Review* has an interesting article on the Judicature Act, with reference to English and American jurisprudence, and the conclusions arrived at are very sensible, and quite in accordance with views already expressed by us. Our contemporary says:

Such are some of the principal provisions of the Act which is intended to remedy the defects in the existing procedure; it is confessedly the most sweeping measure that has ever been passed in regard to the department which it affects. Of course, there will be great differences of opinion as to its chances of success, and, until it has come into successful operation, many will think that it is an attempt to remove distinctions and forms which are necessary and essential parts of the law, and that the attempt will only result in endless confusion, entailing evils far greater than those belonging to the present system. But it must be remembered that it is not a hurried measure, accomplished by ardent reformers imperfectly acquainted with the subject which they were handling, and bent only upon destroying the existing institutions. It is an Act passed with the recommendation and approval of the most conservative class in England; it was brought in by the Lord Chancellor, and was criticised and discussed most carefully in every part by the, eminent lawyers in the House of Lords, and, after it left them with their assent, it was again criticised and discussed by the Commons. The public discussion in the newspapers indicated the feeling of the Profession and the educated classes in regard to it. From the first there seemed to be the most unusual agreement that the Act, or something like it, must pass. All seemed to be at one on the general question; almost the only controversy was whether it should not be made still more comprehensive. It would be useless, as well as difficult, to consider now how it will work in practice. It will undoubtedly cause great expense before it can work easily, and it will probably affect injuriously the interests of some branches of the legal Profession; but whether it will confer on the country the benefits which are expected, remains to be seen. The chances, at least, are in its favour; and it must be admitted that the Act itself bears in every part the marks of an honest intention to free the courts from antiquated technicalities and forms, and make legal procedure as simple and direct as may be permitted by the subjects with which it has to deal, and that it keeps constantly in view the idea that the object of the courts and their forms is the administration of justice, without unnecessary delay or burdensome expense.

It remains to consider, in a very general way, whether there are in this country any of the evils which the Judicature Act aims at reforming in England, and whether it suggests any remedies which are applicable to our situation. It will be noticed, in reading it, how large a part of the Act is taken up with provisions which relate entirely to the constitution of the new court, and the assignment to it of the Judges and jurisdiction of the old. It seems as if it were intended to blot out all their traditions and prejudices which might embarrass the working of the new system. The distinctions and conflict between common law and equity had come to be so marked, partly because they had grown up in courts wholly unconnected with one another. This cause of difference it was determined to destroy in a more effectual way than by giving to each court full jurisdiction in both branches, and allowing them to administer it in their own way. Hence the old courts have been swept entirely away, with very little sentimental regard for them or their antiquity. Whatever changes and reforms we have occasion to make, this task will probably be spared us. In those states where there have at any time been separate courts of common law and of equity, the separation has generally ceased to exist. In others, there was originally no equity jurisdiction, and it has been conferred from time to time, by statute, on the existing common law courts, and they have now, as a general thing, pretty full equity jurisdiction. This mode of conferring jurisdiction in equity has not been very favourable to the growth of equitable doctrines, but, at all events, we have the two jurisdictions exercised by the same courts, which seems to have been considered in England the first step towards reform.

This fact of their administration by one court, however, makes the dis-

tinction and conflict between them seem all the more anomalous, because the chief reason for the distinction and conflict has ceased to exist. To illustrate this, take the case of equitable defences to actions. If a defendant should set up such a defence to an action at common law, he would be told that it constituted no defence, though the court might suggest that perhaps he might have some relief in equity. If he should then file a bill, stating the same matters which had been adjudged to constitute no defence, and praying an injunction against the maintenance of the action, the same court would probably grant it, and enjoin the prosecution of the proceeding which it had before decided could be legally maintained. Now it is difficult to see whether from the legal or the popular standpoint, why this should not have been done at first. If the facts of the defendant's case are such as would entitle him to a perpetual injunction in equity, it is because those facts constitute an equitable defence to the action, and an equitable defence is as meritorious as a legal one, and frequently more so; if it were allowed in the action at common law, the same result as that which is accomplished by an injunction in a second suit might be as well accomplished by a judgment for the defendant in the first. If the facts upon which he relies are sufficient to entitle him only to an injunction for a limited period of time, the equitable relief might be given by staying the proceedings. In each of these cases the same thing would be effected by one proceeding, which now requires two. Circuity and multiplicity of action, at least, would be avoided, and the advantage would be gained of treating things as they really are, instead of as they are not.

It is not difficult to show that the change just suggested would not be a dangerous innovation, for instances may be taken from the existing practice where a similar jurisdiction is exercised by our courts in actions at common law. It is a familiar rule that a *chose in action* cannot be assigned at law, and that, if it be assigned, the assignee acquires only an equitable interest, which, however, entitles him to bring an action in the name of the assignor, and this action is conducted as if the assignor were really the plaintiff. Yet, if the defendant attempts to set up, by way of defence, a discharge or release by the plaintiff, or a payment to him, made after notice of the assignment, the other party may then show what the facts really are, and that the real plaintiff is not the person that he seems to be; if this is shown, the defendant will not be allowed to avail himself of his legal defence. Here is an instance in which a court administering common law deprives a defendant of a defence which is a perfect legal answer to their action, because the defence is inequitable. How this practice arose may be doubtful, but it probably originated in the necessity of the case, equity jurisdiction being extremely limited. Another common instance of equitable relief being given in an action at common law, is that of judgments upon bonds and recognisances, upon which the amount due, according to the principles of equity, is ascertained, and that amount only is the plaintiff allowed to collect. It would be only an extension of the principle of these cases if the court were allowed in every cause to give the relief to which the parties are really entitled. The distinction and conflict between the two jurisdictions would then soon cease to exist. In the English Act, the clause providing that in all matters in which there is any conflict or variance between their rules, the rules of equity shall prevail, is superfluous, except to indicate the spirit of the Act. For wherever equity has established a different rule from that of the common law, the rule of equity is the law.

The great difficulty at present arises from thinking of the law as consisting of the common law alone, whereas it consists of equity and the common law together, and the former requires attention more, if anything, than the latter. No one can safely be advised as to any matter which is within the jurisdiction of both, by the light of the common law alone; if he should be so advised, he would be in a condition like that of one who was correctly informed of some rules of common law which had been done away with by statute. Practically, then, when any equitable matter appears in an action at common law, whether as a defence or otherwise, the court says, in effect, What you bring forward may afford very good ground for relief, but it is a matter which this court entirely ignores, and we shall proceed in the present action and give judgment just as if that ground did not exist; if, however, you will commence a proceeding for the purpose, on the same ground, and call it a bill in equity, we will then render of no effect our judgment and all our proceedings. There is no necessity for this circuity, and there can be no practical difficulty in doing away with it, and giving in each action all the relief, whether legal or equitable, to which the parties are entitled. As we accustom ourselves to the recognition of the fact that equity and common law are but parts of one system, the anomaly of the existing mode of administering them becomes more and more apparent.

What has been said about the concurrent administration of equity and common law in the same action, applies, of course, only to a small part of their jurisdictions. There are, besides, the cases where their jurisdictions are exclusive. But, as we regard them more carefully, the difference between them seems the more to be one of procedure and nomenclature only. They cannot well be fused further than the administering them concurrently and the use of similar procedure. In cases where the jurisdiction is exclusive, great hardship arises from its being doubtful to which of them it belongs; and the person seeking relief incurs the risk, if he mistakes it, of being put to great expense, and, perhaps, of losing his remedy altogether. In proceedings in equity, it is usual to pray not only for the specific relief to which a plaintiff considers himself entitled, but also for general relief, and the court gives him such equitable relief as he may be entitled to, although different from that specially prayed for. Suppose that in every case the court, as before suggested, should have power to give all the relief to which the parties may be entitled, it would then give the plaintiff the proper remedy, although it might be a legal one, as they now give him any equitable remedy. It would then be impossible for courts to say of the plaintiff, as under the pretent practice they are sometimes bound to say,—What remedies at law or in equity he may now have, we need not consider.

The perusal of the Judicature Act will suggest many other instances in which the present procedure is defective, and in which the defects might be remedied without great innovations or changes, things which no one believes more firmly than the writer to be great evils in themselves, and only to be justified by much greater benefits being derived from them. Most of these instances arise from its being necessary to make use of more than one jurisdiction to dispose finally of a single matter, or what is analogous to it, to make use of more than one action or proceeding. For an example may be taken the case where a defendant is liable for an injury and has a remedy over against someone else. In such cases it would often be an improvement to dispose of the whole matter in one action, by making the person who is liable over, a party, and deciding the question as between him and the defendant, as well as between the defendant and the plaintiff. Attempts are now made to do this in a roundabout way, by giving notice of the action to the person liable, but, it is still necessary to prove his liability in a second action. It is not hard to conceive of a case in which a defendant might be found liable, solely on the ground of the wrong-doing of someone else (a servant for example), for whose acts he was responsible, and yet might fail to prove the same facts in an action against the wrongdoer. These instances are only selected to show how great a reform might be effected by a little change in procedure, and a result which is now indirectly or partly attained, might be attained directly and completely.

The great evil which exists, and which excludes many others, is delay; an evil which must to some extent, always be incidental to the administration of the law. Still, it is an universally acknowledged evil, and every means should be used to overcome it. The most famous English charter contained a prohibition, not only of the sale and denial, but also of delay of justice. The two first prohibitions are scrupulously observed, but little attention is given to the last. It may even be said that there is a general feeling in the Profession that delay is a right to which lawyers are by etiquette entitled, and that they are discourteously treated if their opponnent pushes forward the case as fast as the rules of law allow. For those who keep in mind the interests of their clients, when those interests require that there should be no delay, the great accumulation of arrears, the times fixed for certain steps, and the dilatory proceedings which can be taken by the other side, present great obstacles to rapid progress. It is easy to see the reasons which excite among business men a disgust for legal proceedings, and make them prefer to lose whatever might be gained from them, to being subjected to their necessary annoyance and wearisome delay. Many who commmence proceedings abandon them, or submit to disadvantageous compromises; many others think it prudent to stay away altogether. Justice would require, if it were possible, that, whenever any person, entitled to a legal remedy, asked for it, he should instantly receive it; the necessity of ascertaining whether he is entitled to it requires certain legal forms and proceedings to be gone through, which cause delay. These forms and proceedings ought not to be more dilatory than are necessary to determine the rights of the parties, nor offer to either party any inducement to prolong the litigation, except for this one object.

First of all, it must be acknowledged that our courts and judges are greatly overworked, and that they are unable promptly to dispose of all the business which comes before them; it is a matter of surprise that they do so much work, and do it so well — an amount of work much greater than that which comes before any English court. In Massachusetts it has been attempted to remedy this evil from time to time by increasing the number of Judges, and the number of Judges of the Supreme Judicial Court, which was four in 1847, is now seven. There are also ten Judges of the Supreme Court, which has generally concurrent jurisdiction with the former in matters of common law, besides other jurisdiction; and there is a desire on the part of some to increase this number, owing to the arrears constantly accumulating. There is something suggestive about this. The number of Judges of the existing courts, and the new court to be established, in England, is thirty-one, and these Judges dispose of substantially all the litigation of England and Wales; (there are, besides, County Courts, and some others, but of a very limited jurisdiction, which, in the County Courts, does not extend above £50.) By the last census, the population of England and Wales exceeded twenty-two millions and a half. The population of Massachusetts is less than one million and a half, which is less than one-fifteenth part of the former? It will readily be seen, therefore, that there are, even in the Supreme Judicial Court alone, a larger number of Judges in proportion to the population than in England. Of the English Judges eighteen belong to the courts of common law, and it is considered that this is a larger force than is necessary, and it is proposed in consequence to reduce the number to fifteen. Yet in Massachusetts the arrears are constantly increasing, even with an additional court of ten common law Judges to dispose of them. These matters deserve consideration, at least, before the number of Judges is increased, for possibly there exists some other remedy which it will also be necessary at some time to apply.

LAW LIBRARY.

WE have received the twenty-fourth edition of the *Cabinet Lawyer* (London: Longmans, Green and Co.) The success which has been attained by this publication is the best guarantee of its utility. During the day or two that it has been upon our table we have had occasion to refer to it, and found it extremely serviceable. We believe it will be a useful addition to the practical works which should be in the library of every lawyer.

Bushby's Manual of the Practice of Elections. Fourth Edition. By HENRY HARDCASTLE, Barrister-at-Law.—London: Stevens and Haynes.

WE regret that we were unable to notice this volume last week, so as to recommend it to those who have been busy in the practical conduct of elections during the last few days. Doubtless, however, it has found its way into many hands, and by its practical utility has been its own recommendation. Mr. Hardcastle, who prepares this edition of Mr. Bushby's handbook, has developed it into a respectable treatise. He has been engaged in preparing reports of the trial of election petitions, and gives considerable prominence to the subject of corrupt practices. We suppose we must anticipate that this part of his work will be of more use than any other now that the general election is over, but we cannot say that the law will be found treated so clearly as is desirable. For example, the position of the law respecting conveyance of voters to the poll is by no means satisfactorily explained (see p. 129), the difficulties raised in the *Salford* case being noticed in a manner scarcely intelligible.

Mr. Bushby's original treatise formed an excellent ground work upon which to build up a dissertation on the new law, and the way to work the ballot is well described. Half the volume is composed of statutes, therefore the practitioner will have in this work the text of all the law which he wants.

PATENT LAW.

(By C. HIGGINS, Esq., M.A., F.C.S., Barrister-at-Law.)

COMPLETE SPECIFICATION.

(*Continued from p.* 232.)

Seed v. *Higgins*. H. L. 1860.—The plaintiff took out a patent for an improvement in machinery used for roving cotton. His specification claimed the discovery of the application of the principle of centrifugal force for such purpose, but he filed a disclaimer, declaring that he intended to claim only the application of centrifugal force in the particular manner represented in drawings attached to the specification. Held, that, taking the specification and disclaimer together, they sustained the patent for the invention of the particular machine described in the drawings. (8 E. & B. 755; 27 L. J., N. S., 148, Q. B.) Affirmed by a majority of the judges on appeal to the Court of Exchequer Chamber (8 E. & B. 771; 27 L. J., N. S., 411, Q. B.). Affirmed in the House of Lords (8 H. of L. Cas. 550). Campbell, C.J., in delivering the judgment of the Court of Queen's Bench, said: "It is quite clear that if the specification and the disclaimer being taken together, anything is claimed which was not comprised in the original specification, the whole is bad; and on the issue that the plaintiff has not duly specified his invention, the verdict ought to be entered for the defendant." As to the construction of a specification, his Lordship said: "Where novelty or infringement depends merely on the construction of the specification, it is a pure question of law for the judge; but where the consideration arises how far one machine imitates or resembles another in that which is the alleged invention, it generally becomes a mixed question of law and fact which must be left to the jury." Lord Chelmsford, in delivering his judgment in the House of Lords, said: "Assuming that the specification had been originally bad, on account of the generality of the claim, I see nothing in the Act of Parliament which prevents such an objection as this being removed, the only limitation to a disclaimer of any part of a specification being that it shall not extend the exclusive right granted by the letters patent."

Oxley v. *Holden*. 1860.—Patent for "certain improvements in the doors and sashes of carriages." One part of the invention was described as "a novel arrangement and mode of fitting and working sliding sashes, glass frames, blinds, and shutters for railway and other carriages," which consisted of a metal plate, with a slot and a stud or pin working in a groove on each side of the sash or frame; and the patentee claimed "the metal fittings and the mode of applying the same, described herein as the second part of my invention. The description of the metal fittings was inseparably interwoven, throughout the specification, with the mode of applying them. Held, that this was a claim, not for the metal fittings themselves, but for the mode of applying them, and, consequently, that the patent was sustained by proof that the application was new, though the stud and plate themselves were old. (8 C. B., N. S., 666; 30 L. J., N. S., 68, C. P.)

Betts v. *Menzies*. H. L. 1861.—As specifications describe external objects, though the language in two specifications be identically the same, it would be impossible to predicate of the two that they described exactly the same identical external object, unless the terms of art used in both the specifications could be ascertained to have been the same at the date of both the patents. The question of identity of signification belongs to the province of evidence, and not to the province of construction. Wilde, B., in the course of his answers to the questions put to the judges by the House of Lords, said: "If the terms of the two specifications are identical, and if it is not disputed that the terms of art used in the one have the same meaning as the same terms used in the other, which, from the lapse of time between the dates of the two patents may not always be the case, the court ought to determine that the first publication anticipated the second without evidence, and without any proof that either the first or second was practicable. If, though not identical, the language used in the two, when construed by the court, describes identically the same process, machine, or manufacture, the court may, subject to the same remark as to the term of art, decide at once upon the question of anticipation. But if after construction, and after the meaning of the parties in the two documents has been ascertained by the court, there be any difference between the two things described, which may be essential or material to the invention, and which is contended by either of the parties to be essential or material to the invention, the court cannot decide such a controversy; it has neither materials nor means for so doing, and it must go to a jury. In a word, the court can pronounce two identical descriptions to portray two identical inventions; but when the descriptions are different the identity in substance of the two inventions is a matter to be established by extrinsic evidence." Blackburn, J., said: "If the general claim to the use of an invention were cut down and limited to the use of the invention in the particular way pointed out by reason of the words 'as herein described,' it would be a narrow rule of construction, generally working to the detriment of patentees, and, what weighs more with me, generally giving an effect to specifications different from what the persons drawing them intended, or those reading them understand." (10 H. of L. Cas. 117; 31 L. J., N. S. 233, Q. B.; 9 Jur. N. S. 29.)

Hills v. *Evans*. Ch. 1862.—The construction of a specification, as the construction of all other written instruments, belongs to the court; but the explanation of the words or technical terms of art, the phrases used in commerce, and the proof and results of the processes which are described (and in a chemical patent the ascertainment of chemical equivalents) are matters of fact upon which evidence may be given, contradictory testimony may be adduced, and upon which it is the province and right of a jury to decide. But when those portions of a specification are made the subject of evidence, the direction to be given to the jury with regard to the construction of the rest of the patent, which is conceived in ordinary language, must be a direction upon the hypothesis of the jury arriving at a certain conclusion with regard to the meaning of those terms, the signification of those phrases, the truth of those processes, and the result of the technical procedure described in the specification. In the comparison of two specifications, each of which is filled with terms of art, and with the description of technical processes, the duty of the court is confined to giving the legal construction of such documents taken independently, but the comparison of the two instruments, and ascertaining whether the words, as interpreted by the court, and contained in one specification, do or do not denote the same external matter as the words, as interpreted and explained by the court, contained in the other specification, is a matter of fact, and within the province of a jury. (31 L. J., N. S., Ch. 457; 8 Jur., N. S., 525.)

Mackelcan v. *Rennie*. 1862.—In construing a specification, it is not competent to the inventor to pray in aid the provisional specification in order to explain or enlarge the meaning of the complete specification. (13 C. B., N. S., 52.)

Newall v. *Elliott*. 1864.—Pollock, C. B.: "The patentee of a combination is bound to state what parts of the combination he claims to be new, or what parts of the combination he has taken from that general stock of knowledge which is common to all the public." (10 Jur., N. S., 954; 13 W. R. 11; 10 L. T. Rep. N. S. 792.)

Renard v. *Levinstein*. 1864.—Lord Justice Knight Bruce: "Considering the different consequences that may arise as to the part of an invention communicated from a foreign country, and as to the part of the same invention, or set of inventions, which may be deemed to be in every respect new, I consider it to be a serious and very arguable question, whether it is or is not incumbent on the patentee to distinguish, to define, and to particularise what is new and what is old." (3 N. R. 546; 10 L. T. Rep. N. S. 177.)

Foxwell v. *Bostock*. Ch. 1864.—In a patent for an improved arrangement or new combination of machinery, the specification must describe the improvement and define the novelty, otherwise, and in a more specific form, than by the general description of the entire machine. It is not sufficient that a person possessed of all the knowledge existing at the time of the patent, on the subject matter of the patent, will discern the improvement; or, that it may be discovered upon a minute comparison and collation of all existing combinations with the new combination that is claimed. The term "combination of machinery" is nothing but an extended expression of the word "machine." (10 L. T. Rep. N. S., 144; 3 N. R. 546.)

Jordan v. *Moore*. 1866.—A. obtained a patent for "certain improvements in the construction of ships and other vessels navigating on water." By his specification the patentee claimed as his invention, amongst others, (1) the construction of ships "with an iron frame, combined with an external covering of timber planking for the sides, bilges, and bottoms; (6) the construction of iron frames adapted to an external covering of timber for the sides, bilges, and bottoms, as described:" Held, that the expression "iron frame" in the first claim was not confined to an iron frame, such as that specified in the sixth claim, but comprehended whatever might, according to the ordinary use of language, be called "an iron frame." (L. Rep. 1 C. P. 624; 35 L. J., N. S., 268, C. P.)

Daw v. *Eley*. 1867.—Where a specification in the first instance describes the invention in too general terms but afterwards, in describing the method of performing the invention, refers to certain figures in drawings annexed thereto, and the claim made is for the manufacture of the invention described with reference to those figures, the specification is sufficient. The patent was for improvements in central-fire breech-loading cartridges. The specification, describing the method of performing the invention, referred to certain figures in drawings annexed thereto, but did not distinguish between what was new and what was old. The patentee claimed "the manufacture of cartridges described with reference figs. 1, 2, and 1*; and I also claim the manufacture of cartridges described with reference to figs. 3, 4, and 3*." Held, that the patent might be upheld by limiting the claim (as in *Seed* v. *Higgins*) for the manufacture of cartridges described with reference to the above-mentioned figures. (L. Rep. 3 Eq. 500n, 513; 14 W. R. 126; 13 L. T. Rep. N. S. 399.)

Thomas v. *Welch*. 1866.—Any part of the provisional specification of a patent may be omitted in the complete specification, if there is no fraud, and no one can be prejudiced or misled thereby, and the effect of the remainder is not altered by the omission. All the claiming clauses may be struck out of the specification of a patent by a disclaimer, if there remain in the body of the specification words sufficiently distinguishing what the invention is which the patentee claims. (L. Rep. 1 C. P. 192; 35 L. J., N. S., C. P., 200.)

SOLICITORS' JOURNAL.

WE have received from several country solicitors prints of addresses recently issued by candidates for Parliamentary honours, among them some emanating from members of the Bar, who have during the past week sought election. The object, of course, in bringing these specimens of patriotic composition to our notice, is the fact that they contain direct and deliberate attacks on the vested interests of our Profession. In one of these baits to country electors we find "The costs of transferring and otherwise dealing with land must be greatly modified;" and a well-known member of the Bar, seeking election this very day in the southern division of a southern county, says, in his address: "I shall vote for simplifying the mode of dealing with real property, and a consequent reduction in legal charges." When the emoluments of the proctors were in a great measure taken from them, they were compensated, and we can only say that if chattels real are to be dealt with as near as can be, in the same way as chattels personal, solicitors (those whose business consists for most part of conveyancing, and the work necessarily arising therefrom) will clearly be entitled to a most liberal compensation. As to whether the change will come, and whether, if seriously thought of by those in power, it should be opposed by the Profession, we offer no opinion, but it is to be regretted that members of our own Profession should use such a question for political purposes.

WE are asked to call attention to the fact that a considerable portion of the business before the Judicial Committee of the Privy Council in relation to appeals from India, is conducted by non-professional gentlemen. This probably is not generally known. We shall, therefore, feel it our duty to refer to this matter again, after making certain inquiries which we think will further enlighten the Profession on this subject.

A COUNTRY solicitor, who has just conducted a borough election as political agent for one of the candidates, informs us that while the cause which he advocated, and for which he worked before the revising barrister, and, indeed, every other way, was successful, the organisation being almost perfect; that of his opponent was so defective that their defeat was partly attributed to it. Our correspondent adds that he was assisted in his work by several active solicitors in the town, while the work of his opponents was undertaken by non-professional men. We are asked to conclude from this, and we are quite prepared to do so, that election work generally should be entrusted only to solicitors. Their business habits and professional knowledge especially fit them for this kind of work, and those candidates who know how especially useful solicitors are at this work, as well for the reason above named as for their influence and tact, are usually found to lose no opportunity of turning such valuable material to the best advantage.

NOTES OF NEW DECISIONS.

OFFICER OF PARISH—SALARIED SOLICITOR—RIGHT TO COMPENSATION—METROPOLITAN POOR ACT 1867 (30 & 31 VICT. c. 6, s. 76).—In 1857 the trustees of a parish who, under a local Act, managed the relief of the poor, appointed a solicitor to assist their clerk in the arrangement of legal matters, at £100 per annum. By the Metropolitan Poor Act 1867, the management of the poor in this parish was transferred to guardians; and officers and persons appointed, or acting

under any local Act for any purpose of the relief of the poor, or otherwise in the service of the guardians, were entitled to continue in office, provided that in case any officer of a union or a parish should be deprived of his office by reason of the operation of this Act, the Poor Law Board might award to him compensation for the loss of his office and its emoluments. The Poor Law Board refused to sanction the continuance of the solicitor's appointment, or to allow him compensation, on the ground that the appointment was not authorised by this enactment. Held, upon a rule obtained by the solicitor for a *mandamus* to the defendants, to whom the Poor Law Board's duties had been transferred, that he was an officer of a parish within the meaning of the Act; that he was deprived of his office by reason of the operation of the Act; and that he was entitled to compensation: (*Reg* v. *Local Government Board*, 29 L. T. Rep. N. S. 769. Q. B.)

LANDLORD AND TENANT—AGREEMENT TO PAY COMPENSATION FOR DAMAGE DONE BY GAME—ARBITRATION.—Declaration that the plaintiffs demised lands, &c., to the defendant upon the terms that he would keep upon the demised premises such a number only of hares and rabbits as would do no injury to the trees and plantations, &c., belonging to the plaintiffs, or to their growing crops, or the growing crops of any of their tenants, and that in case the defendant should keep such a number of hares and rabbits as should injure the trees, &c., or the growing crops, &c., the defendant should and would pay to the plaintiffs or their tenants, a fair and reasonable compensation for such injury. Breach assigned, that the tenant kept such a number of hares and rabbits as did great injury to such trees, &c., respectively, and although frequently requested so to do, had not paid a fair and reasonable or any compensation. Plea, that "one of the terms of the said tenancy was that, in case any such injury should be done by the defendant, he would pay a fair and reasonable compensation for the same, the amount of such compensation, in case of difference, to be referred to the arbitration of two arbitrators, or an umpire, to be chosen respectively as therein mentioned; that a difference arose, and that no arbitrators had been appointed, nor had an award ever been made deciding the amount of such compensation according to the terms of the said tenancy." On demurrer it was held, by the Court of Exchequer (Kelly, C.B., and Pigott, B., *dubitante*, Bramwell, B.), that the plea was a good plea, inasmuch as the covenant was one and indivisible to pay such amount of compensation as should be settled by arbitration and not otherwise, and was not two separate and independent covenants, the one to pay a compensation, and the other to refer the amount of it to arbitration: (*Dawson* v. *Lord Otho Fitzgerald*, 29 L. T. Rep. N. S. 776. Ex.)

V.C. HALL'S COURT.

Thursday, Jan. 22, 1874.

TUETON *v.* BARBER.

Privilege—Bill of costs—Facts ante litem motam. MATTHEW TILDESLEY brought in a claim in the cause for damage sustained by the testator's inability to grant a lease of certain mines. In his affidavit he deposed that in consequence of obstacles arising the lease was not granted. He was then asked on cross-examination before the special examiner "whether the obstacles were suggested by him to his solicitor, or by his solicitor to him," and he refused to answer the question, or to produce the bill of costs in respect of the same matter.

Digby Seymour, Q.C. and *W. W. Karslake* now moved that the witness should answer the question or be committed, as the question referred to a mere matter of fact *ante litem motam*.

Powell, Q.C. and *Grosvenor Wood*, contra.

The VICE-CHANCELLOR held that the question could not be put, and also that the witness was not bound to produce the bill of costs; and he refused the motion with costs.

COURT OF QUEEN'S BENCH (IRELAND).

(From the *Irish Law Times*.)

Saturday, Nov. 29, 1873.

(Before the FULL COURT.)

Re KEARSE.

Debtors' Act (Ireland) 1872—*Arrest on civil bill decree for debt contracted after the passing of the Act—Decree mis-stating date when debt occurred—Alteration of decree without sanction of chairman—Habeas corpus—Jurisdiction—Discharge of debtor from custody.*

MOTION on behalf of Timothy Kearse, a prisoner in the gaol of Ennis, to make absolute a conditional order obtained for the issuing of a writ of *habeas corpus* to have him discharged. In support of the application, affidavits were made by the prisoner and his attorney, in reply to which an affidavit was made by T. Bunton, the attorney for the plaintiffs in the civil bill proceedings next referred to. It appeared that a decree was obtained before the chairman of the county of Clare, J. O'Hagan, Q.C., at the Quarter Sessions at Killaloe, on the 25th June 1873, against T. Kearse, for the sum of £14 14s., on a civil bill process, for goods sold and delivered, and on an account stated; and the defendant, who did not appear, was arrested on the 20th August 1873, under the decree, and remained since then in custody—the plaintiffs on the civil bill, Trousdell and O'Brien, although required by notice, refusing to have him discharged. The civil bill process did not contain any statement when the debt had accrued, and the bills sent by the plaintiffs showed that the goods had been supplied in September 1872. But, on the decree signed by the chairman there was a statement (inserted by the plaintiff's attorney, in the presence of the clerk of the peace) that the goods were sold in the year 1871. The decree was drawn up against the body of the debtor, and it was thus signed by the chairman. The further facts of the case sufficiently appear in the judgments delivered.

P. O'Brien, in support of the motion, cited Cop. Co. Court, Pr. Johns. edit., pp. 147, 201; Add. Torts, edit. 1870, 714; *Re Everard* (7 Ir. Jur. N. S. 346); *Govern* v. *Rowland* (7 Ir. Com. L. 218, 619); *Duchess of Kingston's Case* (2 Sm. L. C. 424); 14 & 15 Vict. c. 57, s. 133; 35 & 36 Vict. c. 57.

Clary, contra, cited *Moore* v. *O'Donnell* (Ir. C. L. 46; *Dews* v. *Riley* (11 C. B. 434); *Page* v. *Williams* (1 Ir. Com. L., 527); *M'Ambridge* v. *Jellett* (3 Cr. & E. 18); Cop. Co. Court. edit. Johns. 141, 144, 201, 287; 14 & 15 Vict. c. 57, ss. 78, 133; 27 & 28 Vict. c. 99, s. 57.

WHITESIDE, C.J.—This case is an important one. It has been ably argued, and arose upon a motion to make absolute a conditional order, for a writ of *habeas corpus*, in order to discharge Timothy Kearse from prison. The facts shortly stated are as follows: The civil bill process, which had been originally served upon him at the suit of Messrs. Trousdell and O'Brien, was brought to recover the sum of £14 14s., for goods sold and delivered and for the balance of an account stated, but it did not appear by it in what year the debt had been incurred. Kearse, the defendant, did not appear at the hearing of the case, so that we have to look closely at the actual facts, and consider what occurred on the occasion. It appears from an inspection of the books of the clerk of the peace—who by the statute law is bound to make the entry made in such cases, and to set out the process correctly (and this entry he has properly made)—that he has entered a sum of £14 14s. for shop goods sold and delivered. Having stated the substance of the decree and the heads of it in due form, he has certified it to be a true copy of the decree—which certificate is itself evidence of the fact. But turning to the decree itself, we find that it improves on the note in the book of the clerk of the peace. It appears from the book of the clerk of the peace that the proceedings were for goods sold and delivered, and for the balance of an account stated, exactly following the process as it should according to law; but the words "in the year 1871" are added in the decree. The question is, how came these words into the decree? There is not a trace of the record "in the year 1871" in any of the papers or proceedings antecedent to this document. The date of the process was the 24th May 1873, and the date of the decree the 25th of June 1873. There happens to be an Act of Parliament restraining arrest for debt, which was passed on the 6th of August 1872, and if the shop goods, as the clerk of the peace expresses it, were sold after the Act had passed, there was not any jurisdiction in any inferior or superior court, after that Act came into operation, to arrest, or issue a decree against the body of any man for goods which had been sold after Aug. 1872; and if this appeared upon the face of the decree it would be utterly void, having been without any authority, and an excess of the jurisdiction of the court, and, therefore, it would be the duty of this court to redress the wrong by discharging from custody the person who had been thus illegally imprisoned. It is obvious why the change was made in the decree. If the goods had been sold in the year 1871, that would have been before the passing of the Act for the abolition of arrest for debt. Before that Act came into operation the body of a debtor might be taken in execution, but after the Act came into operation it would be impossible to do this legally in respect of a debt contracted after the passing of the Act; therefore, we find an entry on the face of the decree itself, for which there is not any foundation in the original entry of that decree in the book of the clerk of the peace. How did this occur? On the facts it is clear that the goods in respect of which the decree was granted were sold and delivered in Sept. 1873; the amount, £14 14s., is made up of three several items, for goods sold and delivered in Sept., 1872, stated in the bill furnished by the plaintiffs. The Act for the abolition of imprisonment for debt having passed one month before this, somebody had an interest in putting this untrue entry upon the face of the decree, the object being to seize the body of the debtor for a debt for which he could not be arrested under the Act that had not been passed until Aug. 1872. The plaintiffs here allowed to pass "the next assizes," mentioned in the Civil Bill Act, at which the defendant might have appealed, but to which, knowing nothing of what was done, he did not appeal; and the defendant now applies to us to be discharged, and his counsel have produced several documents which establish as clear as light that in point of fact there was no authority whatever to grant a decree against the body. The original entry on the book of the clerk of the peace—which is made by the Act of Parliament evidence of the decree, and no one else has authority to take it down—shows that no decree was given against the body of the defendant, a decree which it would have been illegal to make. It is said that the decree was altered. If it is meant that in the alteration there has been any moral fraud, it does not appear to us that there has been any such. The papers came into the hands of the attorney, who conducted the case for the plaintiffs, and what he says in his affidavit is, that "it is utterly untrue that the word 'body' in the decree, and the words 'in the year 1871' were written after the decree had been signed by the chairman." I have no doubt, since the gentleman has stated it, that he was under the impression that he was justified in what he had done, and that it was not after the decree was pronounced that the alteration was made. But the failure in his affidavit is in not showing what decree was pronounced, and we have no evidence what it was save the entry in the book of the clerk of the peace. No doubt, the attorney made a memorandum on the original civil bill, as he states—"Decree against body." But what authority had he for doing so? He was not the officer of the court, nor the chairman, and he has cautiously abstained from stating that any such decree had been pronounced by the chairman. I can easily understand that an attorney in large practice might naturally fall into such an error, but how is this to preclude the matter from being taken into consideration by this court, or to stand explanatory of a decree, when neither the officer of the court nor the chairman adopts it, nor is it warranted by the facts. He proceeds in his affidavit to show how the document was altered. As originally drawn, it does appear that it was a correct decree against the goods of the defendant. How, then, comes it to be changed? "My clerk, through mistake, drew it as a decree against the goods, instead of against the body." This is the way in which the matter stood, and the sagacious clerk who drew the decree against the goods is to be commended. The attorney goes on to say: "In checking over my decrees before handing them in to John Henry Harvey, the deputy clerk of the peace, I discovered said mistake, and having called his attention thereto, he, in my presence, erased the word 'goods,' and inserted the word 'body,' in his own handwriting, and the alteration was made before the decree was signed by him or by the chairman." I do not understand what authority this gentleman had to make the erasure. He does not state that it was pointed out to the chairman. What power he had to change the decree, from one against the goods into one for the arrest of the body, I cannot comprehend. He does not state by what authority he inserted the words "in the year 1871." In point of fact, the goods were sold in the autumn of 1872. The thing was innocently done, but the attorney put into the decree what was not in the process, nor on the book of the clerk of the peace, and I cannot discern by whose authority, or upon what evidence this was done. A statement is then made which is wholly immaterial—that the chairman was applied to for the purpose of liberating the defendant at a subsequent sessions, but that he had held (and correctly so) that he had not any authority to do so; and the defendant still continuing in prison, the question is, whether this court has any jurisdiction to interfere in the matter. In point of fact and law, this is a clear case to sustain the allegation that the arrest is illegal. The decree is against the body of a person for goods sold and delivered to him after the passing of the Act of Parliament. It is said by the counsel for the plaintiff that the civil bill decree was only issued irregularly, and that if so a *habeas corpus* would not lie in this case. That may be so, though I am not prepared to consent to it, nor do I find that the discharging of the prisoner would be conflicting with the principal case referred to. We are told that we should not meddle in a case in which a party is in gaol under civil process. The matter was brought before the Court of Exchequer in the case of *Page* v. *Williams* (1 Ir. C. L. 527). With the profoundest respect for that court, it must be borne in mind that it is not the Court of Queen's Bench; and in that case the authority of the court was correctly expounded as derived from the Habeas Corpus Act only, and it was said that the words of that Act did not give them any authority to interfere with a person who had been

arrested under civil process. The court, having no original authority, very properly refused to grant the writ of *habeas corpus*, although the Chief Baron differed on a very important point. I do not by any means criticise what judges of so much learning have enunciated, when they held that though the person was arrested under an irregular process, yet as there was a subsequent valid detainer, in which the person was properly named, he could not be discharged from custody. The question here is, whether, independently of a distinction as to the facts, we have jurisdiction to liberate this prisoner? Our jurisdiction, unlike the modified jurisdiction of the Court of Exchequer, is not derived merely from the Act of Parliament, and we have authority to give redress, although the custody be under civil process. The case of *Re Everard* (7 Ir. Jur., N. S., 346), which has been referred to, was not a hasty decision, and it is one that it is impossible to distinguish in principle from the case now before us. In that case my brother Fitzgerald, before whom the motion was made, said: "The question is, whether the Court of Queen's Bench, or a single judge of that court, has in vacation, at common law, jurisdiction to order a writ of *habeas corpus* to issue, to be made returnable before himself, for the purpose of discharging from arrest a party confined under civil process." And he then points out the all-important provision which distinguishes this case from the case that came before the Court of Exchequer, *Page* v. *Williams* (1 Ir. C. L. 527), namely, that the power of that court was solely derived from statute 56 Geo. 3, c. 100, which did not include the power of issuing a writ of *habeas corpus* in the case of persons in custody under civil or criminal process. It appeared that before my brother Fitzgerald pronounced the decision in *Re Everard*, discharging the prisoner, he had directed a search to be made for precedents in this country, and he found that Lord Chief Justice Blackburne had, in December 1846, liberated a prisoner who was in custody under civil process. The prisoner claimed exemption from arrest as a soldier in the East India Company's service, inasmuch as he could not be arrested for a debt less than £30. How does the present case differ in principle from that case, for there the prisoner was exempt by statute from arrest if the debt were less than £30? In this case there could not be any legal arrest whatever. There were similar orders made in vacation—one by Judge Crampton, another by Chief Justice Lefroy. The latter case was that of a married woman, who had been induced to join her husband in accepting bills, and a decree had been obtained by some means against her, under which she was arrested, but she was discharged in vacation. There is another case, that of *Peter M'Dona*, who was under arrest in Enniskillen, under a civil bill decree, and my brother O'Brien, in all the plenitude of conscious authority, discharged the prisoner. Those authorities cited in support of a motion for a *habeas corpus* are satisfactory; they in principle apply to the present case, which is an application made in term time to the Court of Queen's Bench, to declare that one of her Majesty's subjects being illegally incarcerated, should be discharged under a writ of *habeas corpus*. We have perfect authority for liberating the prisoner, not derived alone from statute, but fortified also by the common law. And, therefore, in accordance with the justice of the case, we shall make the order absolute for the issuing of the writ of *habeas corpus*, in order that the prisoner may be discharged.

COURT OF COMMON PLEAS.

Jan. 28 *and* 29.

(Before Lord Coleridge, C.J., and Keating and Denman, JJ.)

Skinner *v.* Wallis.

Action against an attorney—Award—Moving to set aside — Showing cause at chambers — Practice.

Bullen said that in this case a rule was obtained on the 25th Nov. last, which was to be returnable before a judge at chambers, at a time to be fixed by the said judge, and his application now was to vary that order by making it returnable before the full court. The action was brought by Mr. Vincent against Mr. Wallis, an attorney, formerly practising at Portsmouth, but now resident in London, and he (the learned counsel) could well understand why Mr. Wallis did not wish the matter to come before this court, as Mr. Skinner had been bail for him on a criminal charge tried at the Winchester Assizes. When the action was originally brought, it was referred to Master Kaye by an order of Honyman, J. It was gone into before the master, who gave his award on the 29th July last, against Mr. Wallis, the defendant. The Common Law Procedure Act, under which the action was brought, provided that unless the court were moved to set aside the award within seven days, or the first seven days of the following term, it should be final, and execution should issue. Within those first seven days, as he understood, Mr. Wallis did move here for a rule to show cause why the award should not be set aside, and the rule was refused by the court. He came here again on the 25th Nov., and upon a voluminous affidavit (which the plaintiff had another affidavit to contradict) he obtained a rule, which ordered that the plaintiff should show cause at chambers, on a day to be appointed by the judge, why the master's certificate should not be set aside as not being final, through his not having gone into all the matters. The grounds were thus miscarriage of reference and error. He (*Bullen*) was in the first instance instructed to apply for a rule to set aside this very rule, but as he could not find any precedent, he asked for a rule making the former rule returnable before the full court. He was quite content that he should simply obtain a rule in this form, although he had been instructed to move to set aside the other rule, on the ground that the affidavits were false.

Denman, J. said that, in the absence of any explanation, it appeared as if there had been an attempt to entrap the court.

Keating, J. thought the rule must have been granted as a matter of course, as he had nothing about it on his notes for that day.

Bullen said that, although the rule was granted, on the 25th Nov., the plaintiff had only been served with it on the 20th Jan., with notice that it would be heard at chambers to-morrow (Thursday.)

Denman, J. could not understand how the rule could have been granted without it being stated that the motion had before been refused.

Keating, J. could not understand how it could have been done, except by counsel saying that the affidavits had been amended.

Lord Coleridge.—We think, Mr. Bullen, that this rule ought to be returnable here to-morrow, instead of at chambers, and that you should show cause at once. We also order Mr. Wallis personally to attend here.

Keating, J.—You should give notice as soon as possible.

Bullen promised that it should be done at once.

Jan. 29.—*Grantham* said that in this case the court had ordered Mr. Wallis to be present at ten o'clock. He was now here in pursuance of that order, which was only served upon him in the country at seven o'clock last night, and he had had no time to get up his case. He therefore asked that the matter be allowed to stand over until Saturday. He himself knew nothing about the matter until he heard the application made by Mr. Bullen on Wednesday. His client had not been able to see Mr. Philbrick, who made the former application to the court.

Lord Coleridge, C.J., said the matter was extremely simple, and it was for Mr. Wallis to explain, if he could, whether the instructions to Mr. Philbrick made any mention of the facts brought before the court yesterday. None of the judges on the bench had any note of the case, nor had the Master more than a brief note; and it must have been the very last thing in the day, on the last day of term, and asked of the court quite as a matter of course. They were certainly led to believe that it was an ordinary motion, of course, to correct a mistake in an affidavit.

Grantham said he was told by Mr. Wallis, so far as he remembered, that he had been waiting for some three days for an opportunity of moving, and Mr. Philbrick mentioned the case as one that had been before the court before, but as it was so late he did not propose to weary the court by going into details at that time, the court being on the point of rising.

Lord Coleridge.—If the facts brought before us yesterday cannot be contradicted directly in point of fact, I must say they require some very strong explanation.

Grantham said he was instructed that they could be contradicted; but he did not know what the facts were.

Their Lordships having consulted the Master,

Lord Coleridge said it seemed to have been stated that there had been an earlier application, which had been refused, but there was not a word about the execution having been levied.

Grantham did not think it had been levied then.

Bullen said the fact was that the execution was levied after the rule had been refused.

Lord Coleridge said they must be ready to show cause after luncheon.

In the afternoon *Grantham* said his client had made an affidavit of what took place on the occasion referred to, and what instructions were given to Mr. Philbrick. Mr. Philbrick was now here, and might, perhaps, say what took place before the judges, who were the same as were now on the bench, with the exception of the Lord Chief Justice.

Philbrick said he understood there was some doubt in the minds of some members of the court as to how it was that the rule was granted in the way it was.

Keating, J.—Having been refused.

Philbrick said that he moved in the first place, upon some affidavits, that the award was not final, and those affidavits, he thought, showed sufficient reason for a rule. Master Kaye, who had made the award, made a communication to the court, and one of the judges said: "If the matter be susceptible of this explanation, would it be worth while to take a rule?" He (*Philbrick*) said he thought not, but his client was not in court, and he had no instructions. He afterwards communicated with his client, and further affidavits were placed in the hands of Sir John Karslake and himself, for the purpose of moving. Sir John not being able to move, he attended for that purpose, and on the last day of term he came into court to move the rule just as the Lord Chief Justice was leaving the bench. He (*Philbrick*) said it was in substance a renewal of the motion, and he had affidavits in explanation of the matters referred to by Master Kaye. The court suggested that it should go to Chambers, and he acquiesced, and heard no more about it.

Keating, J.—Did you tell the court the nature of these affidavits?

Philbrick—Oh no, my lord; I never went into them.

Brett, J.—Did you suppose it was to go before a judge at chambers, to say whether there should be a rule or not?

Philbrick was certainly under that impression. The court did not go into the matter at all. The order of Master Kaye was a certificate finding that the defendant was indebted in £58 to the plaintiff, and an indorsement was that that order did not embrace the £50 advanced upon mortgage by the defendant and left untouched his rights therefor. It did not appear to be a final award upon the face of it; but the Master explained that, although the sum referred to was due, it was not payable at the time when the action commenced, and he put this note in in order to make it quite clear that the defendant's rights, although it was pleaded as a set-off, should not be prejudiced.

Brett, J.—The note in the rule book is that "upon explanation given to the Master, rule refused."

Philbrick—It was put in this way—"If susceptible of that explanation, is it worth while taking a rule?"

Lord Coleridge said the rule must have been taken to be refused, and asked what the new materials were on which it was moved again.

Philbrick said it was an affidavit showing the circumstances under which the set-off arose; and the point, so far as his memory went, was the question whether the £50 was then payable back or not. That was not the point in controversy before the Master. It was not gone into, as the point was not raised.

Brett, J. thought Mr. Philbrick must have forgotten a little. He could scarcely be correct in saying that it was to go to chambers to know whether the rule should be granted or not. The endorsement on his own brief was that it was to go to chambers to show cause.

Philbrick said at any rate it was to go to chambers to be disposed of.

Grantham said he knew nothing about the matters in dispute until the brief was handed to him the other day to go before the Master; but, after looking at it and the affidavits now, he was bound to say that it appeared to him their Lordships would not disturb an award where there were different views as to what took place at that time. Looking at these affidavits, he did not think the court would interfere with the award, and certainly his client would not be wise in occupying their time when the Master had made his award.

Lord Coleridge, C.J.—That is all very well, so far as it concerns yourself personally; but does your client offer any explanation as to not putting in his affidavit that the money had been paid on execution?

Grantham was instructed that his client told Mr. Philbrick of the money having been paid, and asked if it made any difference, he having paid it under protest, upon which Mr. Philbrick told him it would make no difference, but if the award was given in his favour he would get his money back. There was also notice given to the other side that it was paid under protest.

Philbrick said the facts were scarcely so, according to his remembrance. It was an agent on the other side who said the money had been paid, and when he asked Mr. Wallis he was informed it was true.

Brett, J. asked if it was not stated in the affidavit?

Philbrick said it was not. He only heard it verbally.

Their Lordships having consulted, Lord Coleridge, C.J. said.—We are of opinion there was no pretence for making this application to the court, and the rule must be discharged, and with costs.

Rule discharged, with costs.

HEIRS-AT-LAW AND NEXT OF KIN.

CLARE (Sir Michael Benignus), who was born in the year 1777, at Maidford, Northamptonshire, and who resided in Jamaica (where he practised as physician-general), and then of London, and subsequently and at the time of his death in Cromarty, Scotland. Next of kin to come in by March 2, at the chambers of V.C. B. March 23, at the said chambers at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

NETHERSOLE (Wm. Austin), Kingston, Jamaica, merchant. Next of kin to come in by April 21, at the chambers of V.C. H. May 5, at the said chambers, at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

WRIGHT (Hannah), Brookfield, Hathersage, Derby. Heir-at-law or next of kin to come in by March 3, at the chambers of the M. R. March 17 at the said chambers at eleven o'clock is the time appointed for hearing and adjudicating upon such claims.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

CROSSLEY (Sir Chas. Decimus), Knt., Kensington-gardens-terrace, Hyde Park. One dividend on the sum of £5000 New Three per Cent. Annuities; claimant, said Sir Chas. Decimus Crossley, Knt.

EGGLETON (Wm.), warehouseman, and ALCHIN (George), plumber, both of Barnes, Surrey, £38 9s. 6d. Three per Cent. Annuities. Claimants, said William Eggleton and George Alchin.

MACKENZIE (Hannah Margaret Cochrane), Wandsworth-road, spinster, £2563 2s. 5d. Three per Cent. Annuities, £2750 New Three per Cent. Annuities, and £387 10s. Reduced Three per Cent. Annuities. Claimants, Hector Mackenzie and Hugh Mackenzie, administrators *de bonis non* to Hannah Margaret Cochrane Mackenzie, spinster, deceased.

MELLIAR (Andrew Foster), Moulden, Bedfordshire, Esq., two dividends on the sum of £1000 New Three per Cent. Annuities. Claimant, said Andrew Foster Mellier.

PARKER (John), Preston, and LEATON (William), Uppingham, gentlemen, £31 9s. 2d. Three per Cent. Annuities. Claimants, said John Parker and Wm. Leaton.

READE (Rev. Jos. Bancroft), Stone Vicarage, Bucks, clerk, and READE (Rev. Richard), Backstone, Lincolnshire, £151 14s. 9d. Three per Cent. Annuities. Claimant, said Rev. Richard Reade, the survivor.

WILLES (John), Hungerford Park, Esq., fifteen dividends on the sum of £1000 9s. 8d. Three per Cent. Annuities. Claimant, Charles Thomas Willes, one of the acting executors of William Willes deceased, who was the surviving executor of John Willes, deceased.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

HEREFORD AND SOUTH WALES WAGGON AND ENGINEERING COMPANY (LIMITED). Petition for winding-up to be heard Feb 14; before the M. R.

MANGHOLD HEAD MINING COMPANY (LIMITED). Petition for winding-up to be heard. Feb. 14; before the M. R

METROPOLITAN CONSUMERS' CO-OPERATIVE ASSOCIATION (LIMITED).—Creditors to send in, by March 2, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to Geo. Whiffin, 8, old Jewry, London, the official liquidators of the said association. March 21, at the chambers of the M. R., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

WESTERN OF CANADA OIL LANDS AND WORKS COMPANY (LIMITED).—Creditors to send in, by March 9, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any) to Chas. F. Kemp, 8, Walbrook, London, the official liquidator of the said company. March 23, at the chambers of the M.R., at half-past eleven o'clock, is the time appointed for hearing and adjudicating upon such claims.

WINE AND SPIRIT CO-OPERATIVE SUPPLY ASSOCIATION (LIMITED).—Petition for winding-up to be heard Feb. 14, before the M.R.

WIRE TRAMWAY COMPANY (LIMITED).—Creditors to send in by March 2 their names and addresses and the particulars of their claims, and the names and addresses of their solicitors (if any), to the official liquidator of the said company, at their office, 21, Gresham-street, London. March 23, at the chambers of V.C. M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

BACHELOR (Edward), Wimborne Minster, Dorset, innkeeper. March 2; Henry Moore, solicitor, Wimborne Minster, March 17. V. C. M., at 12 o'clock.

CHADWICK (Jos.), Cinder Hills, Mirfield, York, gentleman. Feb. 28; B. Chadwick, solicitor, Dewsbury, March 12. M. R., at 11 o'clock.

DORIN (Jas. A.), formerly of 38, Queen's-gardens, Paddington, Middlesex, and afterwards of Scarborough, Yorks, Esq. Feb. 28; H. R. Freshfield, solicitor, 5, Bank-buildings, London. March 10; V.C. M. at twelve o'clock.

EVANS (David M.), Albion House, King Edward's-road, South Hackney, Middlesex, newspaper proprietor. Feb. 28; A. Beddall, solicitor, 106, Bishopsgate-street, London. March 12; V.C. M., at twelve o'clock.

FIELD (Catherine), Warwick, widow. Feb. 20; Edward Hoare, solicitor, 28, Great James-street, Bedford-row, London, March 6, M.R., at half-past eleven o'clock.

FISHER (John), Southampton, shopkeeper. Feb. 16; E. Coxwell, solicitor, Southampton, Feb. 26, V.C. H., at one o'clock.

GAGGS (Thos), Howden, York, surgeon. Feb. 28; Geo. England, solicitor, Howden. March 16; M.R., at half-past eleven o'clock.

GREENSMITH (Thos.), Thorpe, Derby, gentleman. Feb. 27; Edwd. Hoare, solicitor, 28, Great James-street. Bedford-row, London. March 13; M.R., at half-past eleven o'clock.

GREGORY (Susan M.), 1, Clarence-place, Dover, spinster. Feb. 28; Crook and Smith, solicitors, 178, Fenchurch-street, London. March 14; V.C.H. at twelve o'clock.

GWYER (Edmund), 7, West Clifton-terrace, Bristol, merchant. March 2; Bush and Ray, solicitors, Bristol. March 14; M.R. at twelve o'clock.

HARDWICK (Benjamin), Leeds, gentleman. Feb. 23; W. B. Craven, solicitor, 6, East Parade, Leeds. March 17; V.C.B. at twelve o'clock.

HEAGARTY (Jas.), 28, St. Martin's-road, Stockwell, Surrey, and 3, Walker's-court, Golden-square, Middlesex, fishmonger. Feb. 28; H. M. Dalston, solicitor, 161, Piccadilly, Middlesex. March 11; V.C. B. at twelve o'clock.

JOHNSON (Geo.), Millfield House, York. March 19; O. B. Wooler, solicitor, Darlington. March 30; V.C. M. at twelve o'clock.

ROPER (John), Grove House, Hollingbourne, Kent, gentleman. March 2; Wm. Beale, solicitor, Maidstone. March 12; V.C. M., at twelve o'clock.

ROSS (Thos.), Ravensbourne Park, Lewisham, Kent. March 9; Chas. Francis, solicitor, 22, Austinfriars, London. March 12; V.C. H., at twelve o'clock.

STEPHENSON (Geo. H.), Hope House, near Ripon, York, gentleman. March 12; Henry Calvert, solicitor, Masham, near Bedale, York. March 26; V. C. H., at twelve o'clock.

STEPHENSON (Mark), Ossett, York, millowner. Feb. 16; John Barker, solicitor, Dewsbury, York, March 4; M.R., at half past eleven o'clock.

TASKER (Jas.), Aughton, in Ormskirk, Lancaster, yeoman. Feb. 21; Jos. Bradley, solicitor, 91, Burscough-street, Ormskirk. March 9; V.C. M., at twelve o'clock.

WATSON (Thos.), Wattisfield, Suffolk, farmer and potter. March 6; J. W. King, solicitor, Walsham-le-Willows, Ixworth, Suffolk. March 20; M. R., at eleven o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

ARBUTHNOT (Edmund), Newtown House, Hants. March 1; Watters and Co., solicitors, 9, New-square, Lincoln's-inn, London.

ASHTON (Edward), Friar-street, Everton, Liverpool, labourer. April 1; Bremner and Son, solicitors, 1, Imperial-chambers, 62, Dale-street, Liverpool.

BAKER (Geo.), Elm Lodge, Elm-grove, Southsea, and Broad-street, Portsmouth, merchant. March 25; Cousins and Burbidge, solicitors, St. Thomas-street, Portsmouth.

BARKER (Rev. Chas. A.), late of Apedale-road, Chesterton, Stafford, previously of the Old Hall, Chesterton, and formerly of 12, Onslow-square, Middlesex. April 10; Hod and Longstaffe, solicitors, 16, Berners-street, Middlesex

BATTERSBY (John), Mansfield, Notts, bank manager. March 2; Wm. Bryan, solicitor, Mansfield, Notts.

BEARBLOCK (Mary A. F.), Rockstone, Ryde, Isle of Wight, spinster. Feb. 28; Clifton and Haynes, solicitors, Romford, Essex.

BLUNDEN (Wm.), East Peckham, Kent, grocer, draper, and general shopkeeper. April 10; Monckton and Co., solicitors, 72, King-street, Maidstone.

BLUNT (David), 3, Portman-square, Middlesex, Esq. Feb. 29; Cope, Rose, and Pearson, solicitors, 26, Great George-street, Westminster.

BOWDITCH (Elizabeth A.), Cranfield Lodge, Church-road, Upper Norwood, Surrey, widow. March 25; Bailey and Co., solicitors, 5, Berners-street, London.

BOWDITCH (Hugh), Biggin Wood, Norwood, Surrey, Esq. March 25; Bailey and Co., solicitors, 5, Berners-street, London.

BREDIN (Lieut.-Col. Edgar G.), R.A., Woolwich, Kent. March 2; R. H. Wilkins, solicitor, 19, King's Arms-yard, London.

BROOKS (Leonard), 4, Cable-street, Liverpool, and of Waterloo, near Liverpool, commission agent. March 2; Peacock and Cooper, solicitors, 7, Union-court, Castle-street, Liverpool.

BROWNLOW (Geo., otherwise Courtenay), formerly of 33, Brunswick-gardens, Kennington, late of 23, Mortimer-street, Cavendish-square, Middlesex, Esq. March 10; F. J. and G. J. Braikenridge, solicitors, 16, Bartlett's-buildings, Holborn-circus, London.

BUTTERWORTH (Maria), 60, South Cross-street, Bury, Lancaster, spinster. Feb. 4; Geo. Whitehead, Son, and Dodds, solicitors, 16, Bolton-street, Bury.

COLEMAN (Ann D.), 22, Richmond-place, Brighton, widow. March 2; Thos. King and Son, solicitors, Brighton.

COLLIN (Jonathan), Scotland-road, Penrith, butcher. March 10; W. B. and C. N. Arnison, solicitors, 17, Devonshire-street, Penrith.

CORBALLIS (Edward C.), War Office, Pall Mall, and 14, Beaumont-street, Middlesex, Esq. March 1; S. Spofforth, solicitor, 35A, Great George-street, Westminster, London.

COTTLE (Mary A.), 6, Ferry Lane, Dolemeads, Bath, widow. March 14; Stone, King, and King, solicitors, 13, Queen-square, Bath.

CRESSWELL (Wm.), Swinton, York, beerhouse keeper. March 1; Nicholson and Co., solicitors, Wath, near Rotherham.

CRUTCHLOW (Eusebius H.) Coventry, gentleman. March 25; H. J. Davies, solicitor, Hay-lane, Coventry.

CUSSACK (Sarah), formerly of Ruby Hall, Monkstown, Dublin, late of Langstone Cliff, Starcross, Devon. Feb. 28; Wood and Co., solicitors, 6, Raymond-buildings, Gray's-inn, Middlesex.

CUSHING (Francis), 2, Gresham-villas, South Church-road, New Town, near Southend, Essex, architect and surveyor. Feb. 8; Wm. Sturt, solicitor, 14, Ironmonger-lane, London.

DENISON (Robert), formerly of 9, Chapel-street, Somers' Town, butcher, late of 13, Eton-villas, Belgrave-road, Shepherd's Bush, Middlesex, out of business. April 21; Andrew and Wood, solicitors, 8, Great James-street, Bedford-row, London.

DIXON (Ann), Cedar Lawn, Grappenhall, Chester, widow. March 20; Marsh, Buckton and Jeans, solicitors, Warrington.

DOLAN (Lawrence), 97, St. Martin's lane, and 15, Cavendish-road, St. John's-wood, Middlesex, Esq. March 2; M. Dolan, solicitor, 4, Tokenhouse-yard, London.

DREW (Wm.), 67, Hamilton-terrace, St. John's-wood, Middlesex, Esq. March 25; Symes, Sandilands, and Humphry, solicitors, 33, Fenchurch-street, London.

DURHAM (Margaret M.), 64, Victoria-road, Kentish Town, Middlesex, widow. Feb. 28; W. S. Robertson, 79, Leverton-street, Kentish Town, Middlesex.

EDWARDS (Mary), Ely, spinster. March 16; Whitakers and Woolbert, solicitors, 12, Lincoln's Inn-fields, Middlesex.

EMERSON (Thos. G.), formerly of Bridge-street, Greenwich, Kent, afterwards of Jamaica place, Limehouse, and of Green-street, Stepney, Middlesex, but late of 19, St. Peter's-road, Mile End, Middlesex, pilot. March 4; S. Prentice, solicitor, 233, Whitechapel-road, Middlesex.

FAGG (Sarah), late of 1, Abbey-gardens, Abbey-road, St. John's-wood, Middlesex, and formerly of Rose-cottage, Water-lane, Brixton, Surrey, widow. Feb. 21; Lowless and Co., solicitors, 26, Martin's-lane, Cannon-street, London.

FARRER (John), 47, Princess-gate, Hyde-park, Middlesex, and of Gurthalougha Borrisolnane, Tipperary, Ireland, Esq., and late in H. M.'s 1st Regiment of Life Guards. Feb. 21; Duncan and Murton, solicitors, 45, Bloomsbury-square, London.

FOX (Edmund), 25, The Pavement, Clapham, Surrey, and of 12, Little Britain, London, photographic mounter. March 20; Cox and Sons, solicitors, 4, Cloak-lane, London.

FRY (Ann), heretofore of Barston Hayes, Kent, and late of 70, Marine-street, St. Leonard's-on-Sea. March 2; J. W. Fry, solicitor, 30, Gracechurch-street, London.

FRYER (Mary), 25, Castlenau-villas, Barnes, Surrey, widow. March 1; Farrar and Farrar, solicitors, 2, Wardrobe-place, Doctor's-commons, London.

GABLE (John), formerly of West View, Bickley, Kent, and late of Lubbock-road, Chislehurst, Esq. March 20; Beachcroft and Thompson, solicitors, 18, Long's-road, Bedford-row, London.

GARLICKE (Lettice), Tenby, Pembroke, widow. March 25; Gwynne and Stokes, solicitors, Tenby.

GIBB (Wm.) Swinton Park, near Manchester, Esq. (formerly carrying on business as a wine and spirit merchant in Manchester). March 31; Claye and Son, solicitors, 8, St. James's-square, Manchester.

GOFF (Alicia F.), 5, Burlington-road, Westbourne-park, Middlesex, widow. Feb. 20; Lowless, Nelson, Jones, and Thomas, solicitors, 24, Martin's-lane, Cannon-street, London.

GOSNELL (Edward), formerly of 18, St. Mary's-road, Canonbury, Islington, Middlesex, and of Ryde, Isle of Wight, Esq. March 31; Rutherford and Son, solicitors, 14, Gracechurch-street, London.

GRIGGS (Money F.), Little Fransham, Norfolk, farmer. March 5; T. Palmer, solicitor, Swaffham.

HARLOCK (Wm.), Newmarket, St. Mary, Suffolk, training groom. March 1; Kitchener and Fenn, solicitors, Newmarket.

HAZELDINE (Ann), Danemore, Godstone, Surrey, widow. March 31; Chas. Wellborne, solicitor. 17, Duke-street, London-bridge, S.E.

HEXETH (Maria C.), 34, Southampton-road, Maitland-park, Middlesex, spinster. Feb. 26; H. J. Grueber, solicitor, 33, Walbrook, London.

HODSON (Mary), formerly of Longcross, Chertsey, Surrey, but late of Vegtans, Chillon, Switzerland, spinster. Feb. 28; Roscoe, Hincks, and Sheppard, solicitors, 14, King-street, Finsbury-square, London.

HOLLYMAN (Wm.), Clevedon, Somerset, butcher. March 25; H. Woodford, solicitor, Clevedon.

HOUGHTON (Aubrey A.), Abbey-road, St. John's-wood, Middlesex, Esq. April 1; C. Morgan, solicitor, 15, Old Jewry-chambers, London.

JAKEN (Wm.), 10, Addiscombe-road, Croydon, Surrey, gentleman. April 2; Drummonds, Robinson, and Till, solicitors, Croydon.

JEFFCOAT (Thos.), Hertford House, Coventry, Esq. March 2; Twist and Sons, solicitors, 16, Hertford-street, Coventry.

JONES (Edward), 133, Leadenhall-street, and 1, Canonbury Place South, Middlesex, merchant. March 10; Wm. D. Cole, solicitor, 81, Guildford-street, Middlesex.

KERR (John), 71, Great George-street, Liverpool, house and ship painter, paperhanger, and decorator. March 14; Toulmin and Co., 3, Lord-street, Liverpool.

KINGHORN (Margaret J.), 26, Lorrimore-square, Walworth, Surrey, spinster. April 21; E. Byrne, solicitor, 3, Whitehall-place, Westminster.

LANGFORD (Thos.), Shedford Woodlands, near Hungerford, Berks, yeoman. March 9; H. E. Astley, solicitor, Hungerford, Berks.

LEESON (Mary J.), 40, Ebury-street, Pimlico, Middlesex. March 31; J. Halse, 108, Guildford-street, Russell-square, Middlesex.

LIPYEATT (Chas. J. P.), The Priory, Dawlish, Esq. March 25; Geare and Tozer, solicitors, Queen-street, Exeter.

LUKER (Chas.), Cheriton House, Westbury-on-Trym, Gloucester, lime burner and miller. March 2; Osborne Ward and Co., solicitors, 41, Broad-street, Bristol.

MACHEN (John), formerly of Wardsend House, Ecclesfield, late of 27, Gladstone-terrace, Broomhill, Sheffield, gentleman. March 2; Edward Machen, Hillsborough, near Sheffield.

MARSH (Robert), late of Erpingham, Norfolk, Esq., formerly a major in H.M.'s service. Feb. 23; Fosters, Burroughes and Robberds, solicitors, Bank-street, Norwich.

MAUGHAN (Wm. K.), Laura-place Lower Clapton, Middlesex, gentleman. March 1; R. S. Grayson, solicitor, 8, Angel-court, Throgmorton-street, London.

M'KENZIE (John), Rose Bank, Worcester, engineer. May 1; W. Ikin, solicitor, 10, Lincoln's-inn-fields, London.

MILLER (Wm. A.), 103, Upper Tulse-hill, Brixton, Surrey, Doctor of Medicine and a Professor of Chemistry in King's College, London. March 25; L. Smith, solicitor, Eden-place, Ann-street, Birmingham.

MYLNE (George Wm.), 4, Paragon-terrace, Cheltenham. March 1; Barker and Allis, solicitors, 13, Bedford-row, London.

NEWBURY (Geo.), formerly of Biggleswade, Bedford, bank, manager, late of Sandy. March 23; Hooper and Raynes solicitors, Biggleswade, Beds.

NOBLE (Henry A.), Harvest-hill, Cuckfield, Sussex, gentleman. March 20; S. Flux and Leadbitter, solicitors, 158, Leadenhall-street, London.

OELRICKS (Heloise), formerly of Bremen, Empire of Germany, late of Frieburg, in the said Empire. Feb. 26; Wm. A. Crump, solicitor, 10, Philpot-lane, London, E.C.

OLIVER (Wm.), 9, Fitzroy-square, Middlesex, Esq. Feb. 12; W. H. Oliver, solicitor, 64, Lincoln's-inn-fields, Middlesex.

ORR (Robert), formerly of Church-lane, Islington, Middlesex, late of 1, St. John-street, Essex-road, Islington. March 7; M. Boyce, solicitor, 21, Abchurch-lane, London.

PARKER (Thos.), 18, St. Paul's-churchyard, London, 15, Spring-gardens, Middlesex, and The Brook, Lamberhurst, Kent, Esq. March 23; Parker and Co., solicitors, 18, St. Paul's-churchyard, London, E C.

PARSONS (Harriett), 18, Addington-street, Margate, Kent, Spinster. March 1; Munton and Morris, solicitors, 3, Lambeth-hill, Queen Victoria-street, London.

PEARSE (Peter), 4, Lincoln's-inn-fields, Middlesex, and Dereham Villa, Lewisham-road, Forest Hill, Kent, gentleman. Feb. 24; F. Carter, solicitor, 9, Old Jewry Chambers, London.

PENDARVES (Tryphena W.), Pendarves, Cornwall, and of Tristford, Devon, widow. Feb. 28; Carlyon and Paull, solicitors, Truro.

PIERCE (Mary A.), formerly of the Yorkshire Grey, London-street, Middlesex, but late of 2, Brunswick-villas, Wood-street, Barnet, widow. March 15; E. J. Layton, solicitor, 2, Suffolk-lane, Cannon-street, London.

PIERREPONT (Joseph D.), Milnton, Marham Clinton, Nottingham, yeoman. March 14; Messrs. Burnaby and Denman, solicitors, East Retford.

POLLARD (Thos.), West Whiteigh, St. Budeaux, Devon, Esq. April 20; Sole and Gill, solicitors, 3, St. Aubyn-street, Devonport.

QUICK (Geo.), Southampton, and of Bitterne, common brewer and wine and spirit merchant. March 31; Hickman and Son, solicitors, 7, Albion-place, Southampton.

ROBINSON (John G.), late of Speen House, Speen, Berks, and of 21, Montague-square, Middlesex, Esq., formerly Lieut.-Col. in H.M.'s Guards. March 1; Langley and Gibbon, solicitors, 32, Great James-street, Bedford-row, London.

ROBINSON (Susan H.), 21, Montague-square, Middlesex, and of Speen House, Speen, Berks, widow. March 1; Langley and Gibbon, solicitors, 32, Great James-street, Bedford-row, Middlesex.

SCOTT (Binny), formerly of Columbo, Island of Ceylon, late of Cheltenham, Esq. April 1; Freshfields and Williams, solicitors, 5, Bank-buildings, London.

SKELTON (Wm.), Four Swans Hotel, Bishopsgate-street, and Clarence Villa, Station-road, New Barnet, Herts, hotel keeper. March 25; Wm. Elam, solicitor, 37, Walbrook, London.

SIDDEN (Thos.), Rochester, Kent, Esq. Feb. 8; Acworth and Son, Solicitors, Star Hill, Rochester.

SMITH (Emma), 37, Chester-square, Middlesex, spinster. March 31; Thos. W. Nelson, solicitor, 6, Lawrence Pountney Lane, London.

SMITH (Thos.), Beaufort, Australia. March 1; Ralph W. Smith, farmer, Crien, Derby.

SOULBY (John), Cranfield, Bedford, Esq. Feb. 28; H. Norris, solicitor, 25, Chancery-lane, London.

STACEY (John Wm.), 31, St. Leonard's-terrace, King's-road, Chelsea, Middlesex, gentleman. Feb. 21; Robinson and Preston, solicitors, 35, Lincoln's-inn-fields, Middlesex.

STAPLETON (George Jas.), formerly of St. Albans, Herts, late of 34, Chepstow-place, Pembridge-square, Bayswater, Middlesex. March 15; Hunter, Gwatkin, and Co., solicitors, 9, New-square, Lincoln's-inn, London.

STEVENS (Stephen), Sutton, Surrey, shoemaker. Feb. 19; G. H. Hogan, solicitor, 23, Martin's lane, Cannon-street, London.

STRUDWICK (Sarah), Park-place, Ealing, Middlesex, widow. March 6; Bailey and Co., solicitors, 5, Berners-street, Oxford-street, London.
SWAIT (Jas.), Charlton, Andover, gentleman. March 13; J. Smith, solicitor, High-street, Andover, Hants.
TAYLOR (Lieutenant-General Arthur J.), late of 34, Colby-road, Norwood, Surrey, formerly of 3, Beaufort-gardens, Middlesex. March 31; H. A. Dowse, solicitor, 6, New Inn, Strand, London.
TAYLOR (Rev. Henry J.), heretofore of Dulverton, Somerset, late of Beauchamp Washfield, near Tiverton, Devon. Feb. 18; C. E. Rowcliffe, solicitor, Stogumber, Somerset.
THOMPSON (Robert B.), Middleton-road, Hornsey, Middlesex, gentleman. March 2; J. Miller, solicitor, 48, Eastcheap, London.
THOROLD (Chas.), formerly of Wirrcanda, near Kangaka, South Australia, sheep farmer, but late of 48, Mornington-road, Camden Town, St. Pancras, Middlesex, England, gentleman. Aug. 19; Stow and Ayers, solicitors, Weymouth-street, Adelaide, South Australia.
THREADKELL (Sarah), Petistree, Suffolk, widow. Feb. 28; W. W. Welton, solicitor, Woodbridge, Suffolk.
TURNER (Chas. H.), Rookaneet, Surrey, Esq. March 31; Symes and Co. solicitors, 33, Fenchurch-street, London.
WALLER (Josephine E. M.) 8, Westbourne-park, Bayswater, Middlesex, widow. March 1; Capron and Co., solicitors, Savile-place, Conduit-street, London.
WARRINER (John, 86, Mount Pleasant, Sale, Chester, stonemason. Feb. 25; Payne and Galloway, solicitors, 28, Brazenose-street, Manchester.
WATKINS (Elizabeth), formerly of 14, Drummond-road, Bermondsey, widow. Feb. 21; Wilkinson and Drew, solicitors, 151, Bermondsey-street, Bermondsey.
WILSON (Willoughby Jas), formerly of 2, Berkeley-place, Connaught-square, Middlesex, but late of 16, King-street, Portman-square, a captain in the R.A. Feb. 28; R. W. Childs and Batten, solicitors, 93, Fleet-street, London.

REPORTS OF SALES.

Wednesday, Jan. 28.

By Messrs. CHINNOCK, GALSWORTHY, and Co., at Alton.

Hants, Alton High-street.—A freehold residence with stabling &c.—sold for £2190.
Outpond lane.—Two cottages—sold for £290.
A plot of land—sold for £420.
Ten shares of £10 each in the Alton Gas Company—sold for £155.
Three shares in the Northam Bridge Roads—sold for £400
Two policies of £999 and £300 each, life aged 39 years—sold for £885.
Mid-Hants Railway.—£250 debenture stock—sold for £180.
London and South Western Railway.—£150 debenture stock—sold for £130.

Friday, Jan. 30.

By Messrs. DRIVER, at Billingborough.

Lincolnshire.—Billingborough—The Fortescue Arms, with paddock, freehold—sold for £1000.

Tuesday, Feb. 3.

By Messrs. CHINNOCK, GALSWORTHY, and Co., at the Mart.
Knightsbridge.—Freehold ground rents of £99 per annum—sold for £2300.
Brompton.—Nos. 349, 351, 353, and 355, Fulham-road, term 35 years, with short reversions—sold for £1550.
Chelsea.—An improved rent of £15 per annum, term 22 years—sold for £139.
Nos 97, 99, 101, 115, and 117, Flood-street, term 10 years—sold for £400.

By Messrs. D CRONIN and SONS, at the London tavern.
Kensington.—the lease of the King's Arms wine vaults, term 30 years—sold for £2200.

MAGISTRATES' LAW.

NOTES OF NEW DECISIONS.

ERECTION OF PILES IN BED OF A NAVIGABLE RIVER — OBSTRUCTION — NUISANCE — INJUNCTION.—An information was filed by the Attorney-General at the relation of the Mayor and Corporation of Sandwich to restrain by injunction the defendant, who was the owner of a wharf abutting on the river Stour, a public navigable river forming the harbour of Sandwich, from erecting a structure, having its foundation in the bed of the river, which interfered with the navigation. Held, that no person has a right to put an obstruction in the bed of a navigable river, although at the time it may not be a nuisance. Held, also, that the erection of the structure was a nuisance to persons using and navigating the river; that, the erection being for the purposes of the defendant's trade, it was too remote a benefit to the public to say that the encouragement of the trade of a single individual was a benefit to the public; and that the injunction must be granted. The question whether erections made in a harbour are a nuisance or not depends on whether, upon the whole, they produce public benefit, not giving to the words "public benefit" too extended a sense, but applying them to the public frequenting the port. The benefit to the public must be a direct benefit: (*Attorney-General* v. *Perry*, 29 L. T. Rep. N. S. 716. M. R.)

CANAL—POWER TO SUPPLY WATER FROM ALL SOURCES—RIPARIAN PROPRIETORS—DIVERSION OF STREAMS.—By an Act of Parliament passed in 1821 for amalgamating two canal companies, the united company were empowered to maintain and keep navigable the united canal; and "for that purpose to supply the said united canal at all times for ever thereafter with water from all springs and streams which had been or should be found within 2000yds." of the same canal. Held, that the Act did not confer on the company powers over such springs or streams equal to those of a riparian proprietor, but only empowered them to take such water within the prescribed limits for the purposes of the canal, as was not required for the ordinary purposes for which the riparian proprietors might require it: (*Wilts Canal Company* v. *The Swindon Waterworks Company*, 29 L. T. Rep. N. S. 722. V.C. Malins).

MERCANTILE LAW.

NOTES OF NEW DECISIONS.

CONTRACT—SALE OF GOODS—DELIVERY BY PARCELS—NON-PAYMENT FOR FIRST PARCEL—RESCISSION. — By contract of 28th Nov. 1871, plaintiffs bought of the defendants 250 tons of iron at 50s. a ton, half to be delivered in two weeks, remainder in four weeks, payment, net cash, fourteen days after delivery of each parcel. No iron was delivered within the periods specified, but the time was extended by arrangement, and a quantity of iron was delivered on different days between the 19th Feb. and the 18th May 1873, under constant pressure from the plaintiffs for a continuous delivery. On the last-mentioned day the delivery of the first parcel of 125 tons was completed, and fourteen days afterwards the defendants demanded payment for that parcel; no payment was however made. When, therefore, the plaintiffs requested further deliveries of iron, the defendants absolutely refused to deliver any more. To an action for non delivery of the second parcel, the defendants pleaded rescission of the contract. Held, that the non-payment for the first parcel by the plaintiffs was not such an abandonment or refusal to perform their part of the contract as to amount to a rescission which freed the defendants from their liability to deliver the rest of the iron: (*Freeth and another* v. *Burr and another*, 29 L. T. Rep. N. S, 773. C. P.)

THE LAW OF RE-INSURANCE.

THE subject of re-insurance has been surrounded with additional interest by the fact that several important suits have lately been brought, in which the principles of this subject are to be applied, and consequently an expression of the law as it now stands will not be unprofitable.

Re-insurance has been practised for several hundred years, and in marine insurance has become quite thoroughly defined, and there can hardly be found any sufficient reason why these same rules should not be applied to fire insurance. When insurance was carried on by individual underwriters, such persons might wish to change their business, or become bankrupt, or as companies now, might find they have tno much at risk in a particular neighbourhood, and thus desire to relieve themselves from a portion of the risk.

Re-insurance is defined by Arnold to be a contract by which, for a certain consideration, the original insurer throws upon another the risk, (or according to Marshall, part of it) for which he has made himself responsible to the original assured, to whom, however, he remains liable on the original insurance.

The contract of re-insurance was valid at common law, but in England it was made a gambling device, and was suppressed by Act of Parliament (19 Geo. 2, c. 37, s. 4), which declares that re-assurance is void unless the assured be insolvent, become a bankrupt, or die: (*Andrse* v. *Fletcher*, 2 T. R. 161.) The contract is valid in most of the maritime states of Europe (Marsh. Insurance, 143; Beawes Lex. Mercatoria), and is held good in the United States. In *Mercy* v. *Prince* (2 Mass. 176) it was held that the Act of Parliament did not extend to the colonies; also *Hastie* v. *De Peyster* (3 Caines, 190).

As early as *Lucena* v. *Crawford* (3 Bos. & P. 75), it was held that an insurable interest may spring from a prior insurance. Insurable interest is sufficiently shown, if it is shown that the plaintiffs were insurer or reinsurer: (*Yonkers Fire Insurance Company* v. *Hoffman Fire Insurance Company*, 6 Robts. 316; *New York Bowery Insurance Company* v. *New York Fire Insurance Company*, 17 Wend. 359.)

The contract is not a wagering contract, but one of indemnity, and companies which are authorised to make insurance contracts are, by implication, authorised to make reinsurance contracts: (*Bowery Fire Insurance Company* v. *New York Fire Insurance Company* (*sup.*) The contract being one of indemnity, the re-assured should only recover for actual loss sustained: (*Eagle Insurance Company* v. *Lafayette Insurance Company*, 9 Ind. 443; *Mutual Safety Insurance Company* v. *Hone*, 2 Comst. 235.) This actual loss will include costs incurred in defending suits, and if the reinsurer is notified of the suit, and does not appear and see that the costs are reasonable, he will be supposed to have approved of them by his silence: (*New York State Insurance Company* v. *Protection Insurance Company*, 1 Story, 458; *Hastie* v. *De Peyster*, 3 Caines, 190; *New York Central Insurance Company* v. *Protection Insurance Company*, 20 Barb. 468.)

Re-insurance is not the retaking of the specific risk. It may be on a risk equal or less than the original, but not greater; for then there would cease to be an insurable interest: (*Philadelphia Insurance Company* v. *Washington Insurance Company*, 11 Harris, 256.) It has also been held that the insurer may insure his entire risk, and include the premium.

The old authorities hold that, in case of loss, the re-insurer is bound to pay the amount for which he is re-insurer, without any regard to the circumstance that the re-assured may have procured an abatement from the first insured, or may be unable, because of bankruptcy, to pay in full: (Emerigon, *tome* 1, ch. 8, s. 14.) The insurer may at once proceed against the re-insurer, or he may await a suit, and recover the judgment obtained against him, with costs, from the reinsurer. He need not pay the judgment against him first, but may recover all the re-insurer is liable to pay: (*Hone* v. *Mutual Safety Insurance Company*, 1 Sandf. 137.) Chancellor Walworth, in *Herckenrath* v. *American Insurance Company* (3 Barb. ch. 63), considers that the authorities required the re-insurer to pay the amount the insurer becomes liable to pay, not what he has paid. In *Eagle Insurance Company* v. *Lafayette Insurance Company* (9 Ind. 443), the suit against the insurer had been dismissed, and not renewed in six months, which was the limitation for suits in the Lafayette Insurance Company. The court held that, although the re-insurer can make any defence which the original insurer might make, yet the limitation not being a good defence for the Lafayette Insurance Company, could not be invoked in favour of the Eagle Insurance Company, the Lafayette, in fact, being yet liable to the first insured.

The insurer, in seeking his remedy against the re-insurer, is obliged to prove up the character and extent of his loss: (*Hastie* v. *De Peyster*, 3 Caines, 190; *Yonkers Fire Insurance Company* v. *Hoffman Fire Insurance Company*, 6 Robts. 316.) The custom in France is for payment on proof of payment of loss by the insurer. But when there is no special contract, the re-insurer will be obliged to pay all that the first insurer ought himself to pay, and consequently must prove the existence and extent of the loss. The preliminary proofs ordinarily furnished are not sufficient, as the burden of proof is upon the re-insured to prove the extent of the loss in the original insurer must have proved it against him. There is no distinction between insurance and re-insurance policies as to the amount of proof required: (*Yonkers Fire Insurance Company* v. *Hoffmann Fire Insurance Company*, 6 Robts., 316.)

The insurer is bound to perform all the conditions of his re-insurance policy, and a failure to give notice of loss within a reasonable time will preclude recovery. Five days after the insurer was notified, the re-insurer was notified, and the court held it to be a sufficient compliance: (*New York Central Insurance Company* v. *National Protection Insurance Company*, 20 Barb. 468.) Any misrepresentation on the part of the insurer as to the character of the risk will avoid the policy, as when the insurer knew of the bad character of the insured, and did not disclose the fact: (*New York Bowery Fire Insurance Company* v. *New York Fire Insurance Company*, 17 Wend. 359.) And when the insurer reinsured the entire risk which was on goods, and stated that they had buildings in addition, which was false, the reinsurance could not be recovered, there being a custom among New Orleans underwriters to divide the risk and to consider it divided, unless the application stated otherwise: (*Louisiana Mutual Insurance Company* v. *New Orleans Insurance Company*, 13 La. An., 246.) If the insurer, on payment of loss, receives any benefit from salvage, this will accrue to the re-insurer; and if the salvage be improperly sold, the re-insurer is entitled to deduct the damage whibh can be proved up: (*Delaware Insurance Company* v. *Quaker City Insurance Company*, 3 Grant's Cases, 71.)

An ordinary fire policy may be used with the substitution of the word re-insure for insure (*New York Bowery Fire Insurance Company* v. *New York Fire Insurance Company*, 17 Wend. 359; *Mutual Safety Insurance Company* v. *Hone*, 2 Comst. 235); and if the loss is in terms made payable to the "assured" this can only mean the insurer, and not the original insured (*Carrington* v. *Commercial Fire Insurance Company* (1 Bosw. 152).

The same good faith must be observed between insurer and re-insurer as between insured and insurer, and consequently the same person cannot be agent of both parties, and insure in one company for which he is agent, and then reinsure in another for which he is also agent: (*Utica Insurance Company* v. *Toledo Insurance Company*, 17 Barb. 132); also when the same person was agent of one company and secretary of the other: (*New York Central Insurance Company* v. *National Protection Insurance Company*, 4 Kernan, 85.)

The contract of re-insurance is totally distinct from the primitive insurance, and the re-insurer has nothing to contest or settle with the primitive insurer (*Hastie* v. *De Peyster*, 3 Caines 190), not even if specific policies were reinsured (*Carrington* v. *Commercial Insurance Company*, 1 Bosw. 152). The amount received by the insurer from the re-insured is a general fund to be equitably distri-

buted among the creditors of the insurer, and the original insured has no privity with the reinsurer, and, consequently, cannot come under the rule that the principal creditor is entitled to the benefit of all counter bonds and collateral securities: (*Herckenrath* v. *American Mutual Insurance Company*, 3 Barb. c. 63).—*Western Insurance Review.*

COMPANY LAW.

EUROPEAN ASSURANCE ARBITRATION.

(Before Lord ROMILLY.)

Monday. Feb. 2.

LINES'S CASE.

THIS is the first case in the arbitration in which Lord Romilly has been concerned with the question of "novation." On the amalgamation of the Waterloo Company with the British Nation Association in 1862, Mr. Lines, a policyholder in the Waterloo, had received a circular announcing it, and stating that the "terms and conditions contained in the policies will remain unaltered by this arrangement." He thereafter paid his premiums to the British Nation, and after 1865 to the European Society. In 1867 a reversionary bonus was announced to him by the European, but he took no notice of the announcement. In 1862-3 the Waterloo had been ordered to be wound-up, and advertisements had been inserted in various newspapers, calling on creditors to come in and prove their claims; but Mr. Lines now alleged he knew nothing about the winding-up.

Lord ROMILLY now delivered judgment, and held that the subsequent dealings with the British Nation and the European were not sufficient by themselves to constitute a novation. Yet Mr. Lines must be deemed to have had notice of the winding-up of the Waterloo, and inasmuch as he had omitted to prove on his policy against that company in pursuance of the advertisements duly issued, he must be taken to have abandoned his rights against the Waterloo Company, and consequently could not now prove against them.

This being a representative case, costs were allowed to Mr. Lines.

Napier Higgins, Q.C. and *Cookson* were for the official liquidator.

De Gex. Q.C. and *Horton Smith* for Mr. Lines.

STEVENS'S CASE; NUTTALL'S CASE.

THESE cases were complicated cases with regard to the arrangements made on the amalgamation of the Professional Company with the European Society.

Lord ROMILLY now held that the society was entitled to recover the balance of the sum charged upon Stevens's policy, with interest at 4 per cent., after giving credit for the dividends received by the society from the Professional, and that the debt might be set off against any dividend payable to him by the society on his proof for his policy. And that the society was entitled to recover from Nuttall the amount of the dividends received by him from the Professional.

Napier Higgins, Q.C., *Roxburgh*, Q.C., *Pearson*, Q.C., *Waller*, and *Cookson* appeared for the parties.

PHILLIP'S CASE.

JUDGMENT was delivered to-day in this case. The question was as to the validity of a transfer of European Society's shares, which Mr. Phillips had made to a pauper transferee, whose name had been furnished to Mr. Phillips's solicitors by a share dealer called Bensusan. In the notice of the wish to transfer, the consideration had been described as £29 10s. paid by the transferor. A cheque for that amount was sent to the transferee and indorsed by him; but it appeared that £7 15s. only had been kept by him, £10 of it going to one Bermingham, a transfer clerk of the society, and the remainder to Bensusan and his clerk.

Lord ROMILLY held that, if all the facts had been stated to the directors, and they had, in the *bona fide* discharge of their office, though fit to pass the transfer, no complaint could have been made, but under the circumstances of the case the transaction could not be allowed to stand, and the transferor must be placed on the list of contributories. His Lordship further stated: Though I disapprove the practice of throwing the debts of the company on the remaining shareholders, yet I do not mean to lay down that, where a person seeks to speculate in shares that are worth less than nothing in the market in the hope that something may ultimately come out of them, he may not do so. However, I repeat that, in all such transactions, in order to make a valid transfer which shall bind the shareholders of the company, who trust their affairs entirely to the directors, it is essential that the full transaction shall be laid before the directors in all its details, and that no officer of the company, particularly one so important as the transfer clerk, who has the care of the books, shall have any pecuniary advantage arising from it. These transactions are very complicated, and the object of the persons who are engaged in them is to mix them up in such a manner that it is very difficult to unravel them. It is for this reason that I have stated the burden of proof—and in this I have followed Lord Westbury—lies upon the transferor, and that it is his duty to show that everything that is material for the decision of the directors has been brought carefully to their attention.

Napier Higgins, Q.C. and *Cookson* were for the official liquidators.

Southgate, Q.C. and *Miller* for Mr. Phillips.

CHATTERIS'S CASE—LAWSON'S CASE.

IN these cases the amalgamation of the British Commercial Insurance Company with the British Nation Assurance Association had been carried into effect by means of a deed, whereby several of the British Commercial shareholders covenanted to transfer their shares to trustees for the Association. The greater part of the shareholders executed this deed, and also transferred their shares to trustees. Mr. Chatteris was one who executed the deed, but did not transfer his shares. The official liquidators sought to place him on the list of contributories, but

Lord ROMILLY now delivered judgment and held that the question was governed by Lord Westbury's decisions in *Blundell's case* (Law Times European Reports, p. 39) and *Rivington's case* (Law Times European Reports, p. 57). The trustees, Messrs. Bermingham and Lake, would be placed on the list of contributories, and would be left to compel their *cestuis que trustent* to pay the calls made on them.

Napier Higgins, Q.C., and *Cookson* were for the official liquidators.

Millar and *Bevir* for the respondents.

COUNTY COURTS.

EQUITY IN COUNTY COURTS.

EQUITY suits apparently are increasing in the County Courts, but unfortunately the decisions are very generally reversed on appeal. We noticed last week an appeal against the dismissal of a plaint on the ground of want of jurisdiction when the case ought properly to have been transferred. We now extract the following from the Weekly Notes of the *Law Reports* for Jan. 31:

V.C. MALINS' COURT.

Monday, Jan. 26.

NOKES *v.* GANDY.

County Court appeal—Administration suit—Restraining creditor's action—Injunction before decree and ex parte.

COUNTY Court appeal.

William Gandy the younger died on the 4th Aug. 1873, being at the time indebted to Thomas Richardson in the sum of £75 9s. 9d.

Alfred Darby took possession of William Gandy junior's estate as executor *de son tort*, and Thomas Richardson brought an action against him as such executor in the Court of Exchequer for his debt. Letters of administration to William Gandy junior were then granted to William Gandy senior.

On the 22nd Oct. 1873 Albert Nokes, another creditor of William Gandy junior, filed an administration plaint against William Gandy senior and Alfred Darby in the County Court of Chelmsford.

By rule 8 of the first of the County Court Orders no decree in an equitable suit can be made till one month after plaint filed.

Before decree, on the application of the plaintiff, an order was made *ex parte* restraining Thomas Richardson from continuing his action. The latter moved in the County Court to discharge the order, but the judge refused to dissolve the injunction.

Thomas Richardson appealed.

Glasse, Q.C. and *Nalder*, in support of the appeal.

Cotton, Q.C. and *Begg*, for the respondents.

The VICE-CHANCELLOR held that the power of the County Courts in administration suits did not go beyond that of the Court of Chancery, and an action by a creditor could not be restrained in an administration suit before decree, or on an *ex parte* application. The appeal was therefore allowed with costs.

COURT OF QUEEN'S BENCH.

Tuesday, Jan. 27.

TAYLOR *v.* THE GREAT EASTERN RAILWAY COMPANY.

A County Court appeal.

THIS was an action brought in the Haverhil County Court of Suffolk, before Edmond Beales Esq., M. A., judge, to recover the sum of £2 17s. 10d. for damages sustained by the plaintiff, through the alleged negligence of the defendants, to certain articles of furniture. At the trial the following facts were admitted.

That the furniture in question was sent from London to Haverhill by the detendants' railway. That the person who delivered the goods to the defendants, for the purpose of being carried, and who was a servant of the consignor, signed a contract, the material part of which was as follows: "In consideration of the company accepting the goods to be forwarded at the lower rate it is agreed that the goods are to be forwarded solely at the risk of the owner, with the exception that the company shall be responsible for any wilful act or wilful default of the company or their servants, if proved, for fraud or theft by their servants, and for collision of trains conveying the goods within the company's limits." During the transit the damage complained of was done to the goods.

Upon these facts the defendants contended that they were protected by the contract note.

The plaintiffs contended that as consignee had not authorised the signature of the contract note, he was not bound by the signature of the consignor's servant.

The defendants were allowed to appeal on the condition that they paid the costs of the appeal.

Mayd now appeared for the respondent.

BLACKBURN, J., asked what he had to say in support of the ruling, as he was loth to believe that the County Court judge could so have ruled.

Mayd said that with all submission he did not think he could support such ruling.

BLACKBURN.—I should be surprised if you could.

Mayd.—The next point is, whether or not the condition is a reasonable one.

BLACKBURN, J.—There is still a further step, in which I think you will find still greater difficulty, there being no evidence the judge ruled "That supposing the contract note is to be binding on the plaintiff the injury must be presumed to have been caused by the wilful act or default of the company or their servants." That is what I confess I cannot help thinking must be a forgery, and if so it is a gross libel upon the judge; but if he did really rule it, and is in the habit of making such rulings, I own I think the Lord Chancellor should be made aware of it.

Mayd.—As to forgery, I can say the judge certainly had a month to consider the judgment.

BLACKBURN, J.—Really, how can you support such ruling?

Mayd.—As there was no evidence, and as your Lordship entertains such a strong opinion, I will add nothing further.

BLACKBURN, J.—Then I simply say we must reverse the judgment.

Douglas Walker, for the appellants, as to costs.—We made the condition that we should pay the costs of the appeal. Those were the only terms upon which my clients were allowed to appeal from the judge's decision, and we had no means of bringing it to the attention of the court except by stating it in this way.

BLACKBURN, J.—If you have bound yourself in honour not to ask for the costs, and you are to pay the costs, well and good. It may be that the conditions he seeks to impose upon you are in excess of his jurisdiction, but that is not a matter before us. Nobody on one side or the other is asking us to enforce this condition or to quash it, but I think probably after the strong expressions that have fallen from the court as to the absurdity of the decision of the court below, it will hardly be insisted upon. *Judgment reversed.*

BIGGLESWADE COUNTY COURT.

(Before EDMOND BEALES, Esq., Judge.)

Tuesday, Dec. 2, 1873.

GREAT NORTHERN RAILWAY COMPANY *v.* SWAFFIELD.

Carriers—Horse—Consignee not ready to receive—Right of company to recover livery charges.

THIS was an action brought by the Great Northern Railway Company to recover certain charges paid by them for the keep of the defendant's horse, under the circumstances stated in the judgment.

James P. Aspinall (barrister) instructed by *Johnstone, Farquhar*, and *Leech*, appeared for the plaintiffs.

Stimson for the defendant.

His HONOUR gave judgment as follows.—In this case the plaintiff claimed the sum of £17 from the defendant under the following circumstances, as admitted or proved by evidence. On the 5th July of last year (1872) the defendant sent a horse by the plaintiff's 8.40 p.m. train from King's Cross to Sandy, consigned to himself at the latter place. On the arrival of the train at Sandy at 10.8 p.m. there was no one on the part of the defendant to receive the horse, and the defendant being unknown to the station master there, who also did not know where the defendant lived, he directed the horse to be taken to Bennett's livery stables for safe custody. The defendant lives at Wootton, near Bedford, between fifteen and sixteen miles from Sandy, and a man in his employ, who had been directed to meet the horse at Sandy, arrived there by the London and North Western train from Bedford at between 10.35 and 10.40, some short time only after the horse had been placed at the livery stables. He produced the ticket for the horse, and was informed by the railway porter that it was at the livery stables, and the station master being applied to told the defendant's man he could have the horse on pay-

ment of the livery stables charge, and Bennett's man happening at that moment to come up was asked what the charge would be, and replied 6d. This the defendant's man refused to pay, although he had 1s. 6d. in his pocket. He and the railway porter and Bennett's man then went together to the stables, and the defendant's man demanded the horse, which Bennett, the livery stable keeper, said he might have on payment of 1s. 6d. This he refused to pay, and further refused to pay anything, accompanying such refusal with insolent language; upon which Bennett said he should not have the horse except upon payment of 2s. 6d., being the full and usual charge for a horse's keep for a night. On the following morning, the 6th July, the defendant himself came to the station and asked Mason, the station master, why his man had not been allowed to take the horse away, to which Mason replied he supposed it was because his man had refused to pay the stable charges. Mason, in his evidence in chief, stated further as follows: "I tried to persuade the defendant to take the horse away, and pay Bennett's charge. He declined, and said he would not recognise Bennett at all, but offered to pay any demand of the company if I would give him a proper receipt. I said the company's demands had been met by payment in London, and we had no further demand to make. He still declined to pay Bennett, and I, thinking it would be a pity for him to go away without the horse, after coming some sixteen miles for it, said rather than he should go away without the horse, I would pay the charges out of my own pocket. He then declared he would have nothing to do with it, and went away." Mason, in his cross-examination said, "I told him (the defendant) if he would pay Bennett, Bennett would give him a receipt, and if he left the receipt with me I would represent the case to our superintendent. This was with a view to get the money from the company which the defendant should pay Bennett." On his re-examination Mason stated that his offer to pay Bennett's charge out of his own pocket was to avoid trouble, and was not made on the part of the company, as likewise his offer to represent the case to the superintendent. Afterwards, on the same day, the 6th July, the defendant wrote to the general manager of the plaintiffs at King's-cross, and, after referring to what had taken place that morning and the previous evening, stated that he left the horse on the company's hands, and claimed £21 for the price of the horse, his own and man's loss of time and expenses to Sandy £1 10s., altogether £22 10s. To this Mason, the station master at Sandy, replied on the 8th July as follows:

The Great Northern Railway, Sandy, July 8, 1872.

Sir,—I am instructed by our superintendent to deliver the horse consigned to you from London, on Friday last, without payment of the livery charges, but at the same time to inform you that we shall look to you for payment of the same. You can therefore have the horse for sending for, and perhaps you will inform me, per bearer, at what time you will come or send for it.—Yours obediently, J. MASON.

Mr. Swaffield, Wootton, near Bedford.

This led to the three following letters:—

Wootton, July 8, 1872.

Sir,—I am in receipt of your letter of to-day's date respecting the delay in delivery of my horse, and beg to say I will not come to Sandy any more after him, but if you choose to deliver him at my farm, at Wootton, by 1 o'clock to-morrow afternoon, free of expense, also pay my expenses, 30s., for loss of time and delay in delivery of horse. Under these circumstances, and no other, will I receive him. I am leaving home to-morrow for three days, and if you accept my terms he must be delivered before I leave.—Yours obediently, S. J. SWAFFIELD.

Mr. Mason, Sandy.

The Great Northern Railway, Sandy Station, 9th July 1872.

SIR,—In reply to yours of last evening, I am further instructed by our superintendent to inform you that the horse will remain at the stables entirely at your risk and expense, and that we disclaim any liability whatever.—I am, Sir, yours truly J. MASON.

Mr. S. J. Swaffield, Wootton, near Bedford.

Wootton, 12th July, 1872.

SIR,—I am in receipt of yours of the 10th inst., and as the company refuse the conditions on which I agreed to accept the horse, I have now placed the matter in the hands of my solicitor.—Yours, obediently, S. J. SWAFFIELD.

Mr. Mason, Sandy.

This last letter was followed up by the defendant commencing an action in the Exchequer on the 30th of the same month against the company for non-delivery, conversion, and wrongful detainer of his horse, and by his declaration, filed the 26th Oct. 1872, he claimed, besides return of the horse, or its value, £10 for its detention, and £100 damages.

On the 18th of the following month, November, the company delivered up the horse to the defendant without any further demand on his part, sending it by one of their porters to his residence at Wootton, and the defendant received it, telling the porter he would take to it, and the company, on so voluntarily delivering the horse to the defendant, made no claim for payment of any livery charges.

On the 17th Feb. last, they also voluntarily paid these charges to Bennett amounting to £17, for livery of the horse from the 5th July to the 18th Nov. 1872, at 17s. 6d. per week, and this is the sum they now seek to recover from the defendant.

Meanwhile they pleaded to his action in the Exchequer, and paid £3 10s. into court in respect of his claim for damages, and the action came on to be heard at the assizes at Bedford, on the 22nd July last, before Mr. Baron Bramwell and a common jury, when a verdict was found for the company, which Mr. Baron Bramwell declared to be a capital verdict, adding that if the jury had found the other way, he should have directed a verdict for the company, because he was quite clear that after that offer on the next day, meaning the offer by Mason, the station master, to pay the livery charges to enable the defendant to take the horse away, they did not detain.

In the course of his summing up, the learned judge animadverted somewhat strongly on the conduct of the defendant, the plaintiff in the action against the company, and intimated that it was the duty of the owner of the horse to have somebody there to receive it when it arrived, and that if he had no one there, the company not only had a right, but were bound to conduct themselves in a reasonable way towards the horse, and that it was reasonable to put it in the livery stable; and also that the livery stable keeper's demand of 2s. 6d. was reasonable, and if those two things were reasonable, then in his opinion the action was not maintainable. He likewise observed that the station master seemed to be the only reasonable person in the case, and showed his good sense when he offered to pay the money, but he would, he further observed, have done better if he had said, "I will give you any receipt you like" (although he could not properly give one), and better still, if he had put the messenger on the horse and sent it to the plaintiff's door, and let him make the best of it.

I also cannot but say that it is very lamentable that all this litigation should have arisen out of a refusal by the defendant's man to pay the sum of 6d. on the evening of the 5th July, and a further refusal by the defendant himself the following morning to take the horse away, and accept the station master's offer of payment of the livery charge out of his own pocket; nor do I think such a litigation very creditable to our system of law, but such considerations cannot absolve me from deciding upon the strict rights of the parties according to the best of my ability and my views of the principles of our law.

The question, therefore, is whether the plaintiffs, the company, are after what has occurred, entitled to recover from the defendant the money, £17 they of their own accord paid to Bennett for the livery of the horse, which they also voluntarily delivered to the defendant; and I am, although very desirous of deciding in their favour, unable to arrive at the conclusion that they are legally so entitled. They seem to me to have precluded themselves from the recovery of this money by their own acts.

The pleader appears to have felt the difficulty of the case, for the plaint is not framed in any ordinary form, for the recovery of money paid at the defendant's request, or to his use, but bases the claim on the peculiar ground of the verdict of the jury in the action at the assizes having proved that the horse had been wrongfully refused to be received by the defendant. That verdict does not in my opinion prove this, supposing even that any one of the company's pleas includes such wrongful refusal, which I much doubt. That verdict proves that there was no conversion or wrongful detainer by the company in accordance with the opinion expressed by the very learned judge who tried the action, but it leaves, as seems to me, the question of wrongful refusal by the defendant wholly untouched, and I am at a loss to understand how it could prove that the defendant wrongfully refused to receive what he ultimately did receive on the voluntary delivery of the company. It is true that he at first refused to receive the horse on the terms proposed by the station-master verbally, and I think with Baron Bramwell, with much good sense on the 6th July, and afterwards in writing by his letter of the 8th July; but the company did not act on that letter, they neither then delivered nor tendered the delivery of the horse, and they afterwards delivered it without insisting on those terms, and the defendant received it as so delivered. After this the company cannot, I think, treat that delivery and receipt as nullities, and fall back on the defendant's former refusal—a refusal when their claim against him, supposing they could establish it, was a mere trifle, and, on the ground of that refusal being wrongful, establish against him a claim of the present large amount, running over several months and up to the time of his receiving the horse on their own voluntary delivery without making any such claim. Whether his former refusal to receive the horse was in strict law wrongful depends upon whether he was liable to Bennett, he having refused to receive the horse if required to pay the livery charges. Here, again, the company appear to me to have of themselves decided the question in the defendant's favour. They voluntarily paid the charges after having allowed them to accumulate over several months, if they were Bennett's debtors and legally bound to pay him, they cannot under the circumstances sue the defendant for the money as paid at his request, express or implied, or to his use. Neither can they do so if the defendant could be considered legally Bennett's debtor (and I cannot understand how he could be, for he neither placed the horse at livery nor came under any undertaking to pay for it), inasmuch as it is quite clear that the debt was not paid at his request, express or implied; and it is an established principle of law that no *assumpsit* will be raised by the mere voluntary payment of the debt of another person, and no man can become the creditor without his knowledge or consent. But then Mr. Aspinall, who argued the case with much ability on the part of the company, contended as to the first of these points that the defendant by not being at the station to receive the horse obliged the company to incur the expenses of its keep, and as those expenses were only reasonable, they were entitled to recover them as properly incurred. Upon the authority of the cases *Brown* v. *Gaudet, cargo ex Argos* before the Privy Council reported in 28 L. T. Rep. N. S. 745, where a shipowner was held entitled to recover the expense of bringing back to London a cargo of petroleum shipped with him at London for Havre, but which he was forbidden by the French authorities to deliver at that port. But that case seems to me to be very distinguishable from the present. The shipowner had done nothing to invalidate his claim, and there is nothing in the present case in the nature of the compensation there claimed and allowed for bringing back the goods, whilst the goods were only delivered up to the owner of them on payment of the wharf charges and expenses consequent on their deposit when brought back to Plaistow Wharf. According to that case, so far as it at all affects the present, the company should not have delivered up the horse but upon payment of the livery charges, instead of first delivering it and then seeking to recover the charges. Supposing them entitled to recover them at all, and that such a case as the present falls within the principle of shipowners being bound in cases of emergency and accident to act in the best manner, for the safety of the cargo, and, as a correlative right, are entitled to charge its owner with the expenses properly incurred in so doing, I think that even upon that supposition the company in this case have, by their own acts, rendered that principle inapplicable to them and that they cannot now maintain this suit.

Judgment for the defendant but no costs.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

PARTNERSHIP—BANKRUPTCY OF ONE PARTNER—SALE OF BOOK DEBTS AND GOODWILL BY PRIVATE CONTRACT.—The 72nd section of the Bankruptcy Act 1869 gives the Court of Bankruptcy a very large authority to decide such questions as it may be found necessary or convenient to determine for the proper purpose of administration in bankruptcy, but it does not enable the Court of Bankruptcy to draw compulsorily within the sphere of its jurisdiction property, or the owners of property, not vested in the assignee, and not originally subject to the administration in bankruptcy. In 1864 a decree was made in a suit for the dissolution of a partnership, by which it was ordered that the partnership business should be sold by public auction. In the following year one of the partners was adjudicated bankrupt. In 1869, no sale having been made under the decree, the assignee of the bankrupt partner agreed to sell his share in the business to the other partners, and the agreement was carried into effect under an order of the Court of Chancery. On application to the Court of Bankruptcy by newly appointed assignees of the bankrupt partner to set aside the sale on the ground of alleged fraud: Held (reversing the decision of the Chief Judge in Bankruptcy), that the alleged fraud was not proved, but that if the sale of the bankrupt's share of the partnership assets was set aside, the Court of Bankruptcy would have no power under the 72nd section of the Act of 1869 to work out the decree in the Chancery suit for the sale of the whole partnership business, including the shares of the solvent partners. Held, also, that the book debts and goodwill of a dissolved partnership, of which only one partner is bankrupt and the others continue solvent, are not assets distributable in the bankruptcy, and that the sale of the bankrupt's share in such property is not a sale of "book debts or goodwill" within the meaning of the 137th section of the Bankruptcy Act 1861, and that there is nothing in that provision to prevent the assignee,

of the bankrupt partner from selling the bankrupt's share by private contract without the sanction of the Court of Bankruptcy: (*Maule* v. *Davis*, 29 L. T. Rep. N. S. 757. Chan.)

PARTNERSHIP—SEPARATE ADJUDICATION IN ENGLAND—SUBSEQUENT JOINT ADJUDICATION IN IRELAND—JOINT ASSETS IN ENGLAND.—Two partners carried on business in England and Ireland. One of the partners executed an assignment in England for the benefit of his creditors, and was afterwards adjudicated a bankrupt in England. Some of the joint estate of the partners came into the hands of the trustees of the deed, who sold it, and the proceeds of sale were, under the order of the court, deposited in a bank in the joint names of the trustees of the deed and the trustee in the bankruptcy. Before this was done, a joint adjudication of bankruptcy had been made against the two partners in Ireland. On an application by the Irish assignees of the joint estate to have the proceeds of sale paid over to them: Held, that the trustee under the separate adjudication in England, and the assignees under the joint adjudication in Ireland, were tenants in common of the joint assets, and that the latter had no better title to the proceeds of the sale in question than the former. And the application was refused on that ground, and also on the ground of convenience, as the greater number of the joint creditors lived in England and wished the fund in question to remain in this country: (*Ex parte James*; *re O'Rearden*, 29 L. T. Rep. N S. 761. Chan.)

COURT OF BANKRUPTCY.

Saturday, Jan. 31.

(Before Mr. Registrar SPRING RICE, sitting as Chief Judge).

Ex parte NICOLL; *Re* NICOLL.

Solicitor's costs—Right to prove for.

THIS was an appeal from an order of Mr. Registrar Keene, whereby he refused to register a resolution of creditors.

De Gex, Q.C., and *Bagley* appeared for the appellant; *Brough* for Messrs. Frege and Co.; and *Finlay Knight* for other creditors.

The debtor, Mr. Donald Nicoll, carried on business at 58 and 59, Paternoster-row, as a wholesale clothier and warehouseman. Some weeks since he filed a petition for liquidation by arrangement, his debts and liabilities being stated at £58,453, with assets, inclusive of a surplus from securities in the hands of creditors fully secured, £20,391. At the first meeting of creditors, held on the 28th Nov. a resolution was passed for the acceptance of a composition of 7s. in the pound, payable by instalments, and at the adjourned meeting, which was held shortly afterwards, the resolution was confirmed; but, upon the matter being brought before the registrar, he upheld objections made to certain of the proofs, and declined to register the resolution on the ground that the necessary majority in number of the creditors had not assented thereto. The debtor appealed, and the material points involved seemed to be whether a solicitor was entitled to prove and vote in respect of an untaxed but admitted debt for costs, and whether a creditor who had appointed a proxy could, after the meeting of creditors, sign a resolution in favour of a composition, his proxy having, at the meeting, signed a "protest" against its acceptance.

His HONOUR, at the close of the arguments, held that a solicitor was entitled to prove and vote under liquidation proceedings in respect of costs, although the bill might not have been taxed at the time, and that the signature of the "protest" by the proxy did not operate so as to prevent the creditor from signing the resolution before registration.

The result of the order will be to render the resolution effectual.

LEGAL NEWS.

PRIVATE BILLS.—The dissolution of Parliament does not affect the preliminary proceedings of private Bills, for the introduction of which notices have been duly given. The examiners will proceed to examine these bills regularly, and no additional fees will be required.

FRENCH CRIMINAL LAW.—Two prisoners in France, a man and woman, having been convicted of forging notes of the Bank of France, have been sentenced, respectively, to ten years' imprisonment, and penal servitude for life. There were extenuating facts in the case of the male prisoner.

SANITARY LAW.—The Lords of the Council have ordered that the provisions for the prevention of diseases contained in part 3 of the Act, 30 & 31 Vict. cap. 101, be continued in force in Scotland for the space of three calendar months, after the 29th Jan. 1874, as the United Kingdom appears to be threatened with cholera.

THE RIGHT HON. SIR SAMUEL MARTIN.—The ex-Baron of the Exchequer, Sir Samuel Martin, having been sworn in a Privy Councillor, will forthwith take his seat on the Judicial Committee.

HON. REVERDY JOHNSON has been retained by Attorney-General Williams as special assistant to the Attorney-General in controversies between the Government and the various telegraph companies.

THE JUDICATURE ACT.—Mr. G. M. Dowdeswell, Q.C., will read a paper on Monday evening next, the 9th inst., at a meeting of the Law Amendment Society, to be held at their rooms in Adam-street, Adelphi, on "The Rules of Practice and Procedure to be framed under the Judicature Act 1873."

THE NEW QUEEN'S COUNSEL.—The following is the list of barristers to whose applications for the silk gown a favourable reply has, we understand, been returned by the Lord Chancellor:—Mr. Charles Clark, of the House of Lords; Mr. Arthur Cohen, Mr. Murphy, and Mr. S. Joyce, of the Home Circuit; Mr. Waddy, of the Midland Circuit; and Mr. R. G. Williams and Mr. Charles H. Hopwood, of the Northern Circuit; and Mr. T. E. Winslow, Mr. T. Waller. Mr. W. R. G. Bagshawe, Mr. W. Pearson, Mr. John Westlake, Mr. Joseph Chitty, and Mr. A. G. Marten, of the Equity Bar.

THE STAMP ACT.—An "Ex-Conveyancer" in the *Times* observes as to the cancelling of stamps, that out of more than fifty stamped receipts, examined by him, only sixteen out of them were cancelled legally, so that thirty-four penalties of £10 had been incurred, and at least £64 had been without legal evidence of payment! An adhesive stamp is not cancelled legally unless "the person required by law to cancel such adhesive stamp cancels the same by writing on or across the stamp his name or initials, or the name or initials of his firm, together with the true date of his so writing." An easy process which should be observed. In reply to this a "Solicitor" in the *Times*, citing as his authority, the 24th section of the Stamp Act (33 & 34 Vict. c. 97), alleges that, it is unnecessary that adhesive stamped receipts should bear the date of cancellation. He submits that the signing of the name to a receipt over an adhesive stamp is sufficient to satisfy this statute, although the case may be otherwise where the stamp is placed at the corner or any part of the receipt except that where the receipt is signed.

THE UNITED STATES' SUPREME COURT.—The nomination of Morrison R. Waite, of Ohio, as Chief Justice of the Supreme Court of the United States was confirmed by the Senate on the 21st Jan. without any opposition, the Democrats as well as the Republicans voting for him. This is an agreeable ending to a political difficulty which it was at one time feared might result in a quarrel between the President and the Senate. The new Chief Justice is a native of Lyme, Connecticut, and was born in 1816. He graduated at Yale College in 1837, in the same class with William M. Evarts and Edwards Pierrepoint, receiving equal class honours with them. He removed to Ohio, and began the practice of law in 1839, ultimately making Toledo his home. It appears that he was first brought into public life by Secretary Delano, of President Grant's cabinet, at whose suggestion he was appointed one of the American counsel before the Geneva Arbitrators. His course of conduct at Geneva was generally commended, and on returning home he was elected a member of the Convention which is revising the Ohio State Constitution, of which body he is the president. There is no doubt of his legal abilities or of his fitness to hold the first judicial position in the United States. The Hon. Caleb Cushing, after some little hesitation, has finally decided to accept the post of American Minister to Madrid, and is preparing for his departure.—*Times* correspondent.

THE CHIEF JUSTICESHIP OF THE UNITED STATES.—The unfortunate muddle with regard to the Chief Justiceship continues. In compliance with a letter from Mr. Williams, in which that gentleman talked about "the flood-gates of calumny" and like nonsense, the President withdrew his nomination. On Friday week he sent to the Senate the name of Mr. Caleb Cushing. This nomination created, if anything, more astonishment than that of Mr. Williams. It seemed likely at first that Mr. Cushing would be confirmed without delay and without serious opposition, and the Judiciary Committee were nearly unanimous in favour of it. But very soon a strong opposition began to manifest itself both among members of Congress and throughout the country. Prominent administration papers denounced the nomination, and the *New York Times* declared that in case of its confirmation "a great danger will menace the nation and a lasting disgrace will be attached to President Grant's second term." The intellectual and professional qualifications of Mr. Cushing are conceded, but the objections urged were, first, his advanced age; second, his alleged deficiency in what is termed "moral force, elevation of tone, sincerity of principle, and consistency;" third, his political record and "questionable position respecting constitutional questions growing out of the war." The first two were but slightly pressed, and were undoubtedly thrown in for relief. The third was the one that came most strongly home to the bosoms of his opponents. It was gravely asserted that his accession to the high office "would imperil the nation," would lead to an "overthrow of all the good results brought about by the war," and "would defeat the very objects to accomplish which the Republican party was formed." This was conceding to a Chief Justice a power which he never has had in this country, and which he is never likely to have. The Chief Justice is but one of nine, and in the determination of any question presented to the court of no greater influence than any of his associates. The present Supreme Bench is largely Republican, and entirely committed to the great constitutional reforms which that party inaugurated, and there is scarcely a possibility that the complexion of the court on these questions will be changed during the few years that remain to Mr. Cushing. So that any cry of danger either to the nation or to universal liberty and civil rights was nothing but a ridiculous bugbear.—*Albany Law Journal.*

BANQUET TO SIR SAMUEL MARTIN.—The old and present members of the Northern Circuit entertained Sir Samuel Martin at dinner at the Albion on Saturday evening last. There was a large gathering of "Northerners" to do honour to their old chief, and among those assembled were Lord Justice Mellish, Mr. Justice Blackburn, Mr. Justice Brett, Baron Cleasby, Mr. Justice Quain, Sir Lawrence Peel, Sir Frederick Pollock, the Hon. A. Liddell, Q.C., Sir Thomas Henry, Sir Henry Holland, Mr. Holker, Q.C., Mr. Aspinall, Q.C., Mr. J. A. Russell, Q.C., Mr. Vernon Lushington, Q.C., Mr. Kemplay, Q.C., Mr. Temple, Q.C., Mr. Herschell, Q.C., Mr. Pope, Q.C., Mr. Aston, Q.C., Mr. Torr, Q.C., Mr. Littler, Q.C., Dr. Spinks, Q.C., Mr. Serjeant Wheeler, Master G. F. Pollock, Mr. Corrie, Mr. Ingham, Mr. Arnold, Mr. Bigg, Mr. Hannay, Mr. Blair, Mr. Whigham, Mr. Barstow, Mr. Foard, Mr. Hugh Shield, Mr. R. G. Williams, Mr. Edwards, Mr. J. Shiel, Mr. J. E. Hill, Mr. Baxter, Mr. C. Coleman, Mr. Wood, Mr. M'Connell, Mr. Tredfall, &c. The coming elections caused the absence of several members of the circuit who were desirous of being present, but of all those who had acquired judicial rank on the circuit Lord Penzance was the only absentee. The chair was taken by Mr. Pickering, Q.C., and the toast of the evening, "Health and Long Life to Sir Samuel Martin," was enthusiastically drunk. Nearly ninety gentlemen sat down to the dinner, which was worthy the occasion.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.

Queries.

61. APPARENT POSSESSION.—A considerable quantity of furniture and valuable plate is purchased by a lady married previously to the 9th August 1870 (without any marriage settlement), with her money. Her husband, who is in a large way of business, and at present perfectly solvent, without these effects, wishes this furniture and plate to be settled upon her so as to protect it against the sheriff or assignees in Bankruptcy in case of any unlucky contingency. How can this be done without registering the settlement under the Bills of Sale Act, which would injure his credit, seeing that the husband living with his wife would be in apparent possession of the furniture? It is apprehended that delivery of an article of furniture to the settlement trustees in the name of the whole would not be a sufficient delivery. Cases will oblige. W.

62. PRELIMINARY EXAMINATION AND DISPENSING ORDER.—A gentleman has obtained an order dispensing with the preliminary examination under the 23 & 24 Vict. c. 127, s. 8. He proposes to be articled in about two years' time. Will you or any of your readers say whether this order will operate as a complete dispensation of the examination at any time hereafter?

LEX HOMO.

Answers.

(Q. 59.) TRUSTS—EXECUTION BY DEVISE.—The 23 & 24 Vict. c. 145, s. 27, contains a general provision for the appointment of new trustees, but I do not see that it authorises or even permits a devise by the surviving trustee to be construed as an appointment of the devisee as trustee. It is expressly laid down by able writers, and supported by numerous cases, that a naked power given to trustees or the survivors of them cannot be exercised by a devisee of the surviving trustee. If the property had been vested in the heirs and assigns of the survivor, then a devisee by will, but not an assign by deed, could execute the trust. T. E. H.

LEGAL EXTRACTS.

THE JUDICATURE COMMISSION AND THE IRISH COUNTY COURTS.

Report on the Application of the Principles recommended by the Judicature Commission to the Irish County Courts, by Mr. CONSTANTINE MOLLOY.

[Read before the Statistical Society of Ireland.]

SINCE the subject of this report was entrusted to me, the principles recommended by the Judicature Commission have received the sanction of the Legislature and become law; and the year that has just now closed will always form a memorable epoch in the legal history of the empire, signalised as it has been by the accomplishment, in a single session of Parliament, of one of the most beneficial legal reforms ever effected. The fusion of legal and equitable principles, the simplification of law, and the preference for equitable principles over ancient statutes and harsh rules, secured for England by the Judicature Act of 1873, must produce an improvement in the administration of justice, the importance of which it would be difficult to over-estimate.

In this great legal reform Ireland is not, as yet, entitled to participate. Her right, as an integral portion of the United Kingdom, to have extended to her every beneficial reform effected for the sister kingdom is unquestionable, and is especially so in whatever requires the due administration of justice, and the prompt and efficacious enforcement of civil rights, so that the extension to this country of the great legal reform of 1873 may be regarded as a mere matter of time. Desirable as it is in the case of the superior courts, the importance and urgency of extending it to the inferior courts, are still more manifest, for the humbler the suitor is, and the less aided he is by legal assistance in his dealings, the more necessary it is that he should be able to obtain full and complete justice in one court; and the greater is the benefit conferred when law is freed from unnecessary complications and framed in accordance with principles of natural equity, which are intelligible to all.

In Scotland, when in the middle of the eighteenth century, nearly all the hereditary jurisdictions were abolished, it became necessary to substitute some power of administering justice in each district, and, accordingly, a local tribunal, known as the Sheriff's Court, was established. This court has now civil jurisdiction of a very complete and extensive nature. It can entertain all questions relating to removables, and all questions of possession, even although these may involve the consideration of titles to real property, and questions between landlord and tenant. Its jurisdiction also embraces admiralty questions, and those relating to wills and bankruptcy. In a word, it affords to all a ready, local, and complete remedy, under forms which make it easy of access, economical, and satisfactory.

The Irish County Court was first established by a statute of the Irish Parliament towards the close of the last century, long before a similar court was instituted for England; and from the first establishment of these local tribunals in Ireland and in England, various measures have been, from time to time, passed for their improvement; but although the Irish County Court was first started, the English County Court has been suffered to outstep in the race of improvement its Irish prototype. Unfavourable as the contrast at present is between the Irish and the English County Courts, as means of administering justice, that contrast will become still more marked after the 2nd of next Nov., when the time will arrive for applying to all matters within the cognisance of the English County Court, the new and enlightened rules of law enacted by the Judicature Act of last session.

The English County Court has power to try all actions of contract or tort, where the debt, whether on a balance or otherwise, or the damage claimed does not exceed £50, except actions of libel, slander, seduction, malicious prosecution, breach of promise of marriage. It can also try any claim for the recovery of any demand not exceeding £50, which is the whole or part of the unliquidated balance of a partnership account, or the amount of a distributive share under an intestacy, or of any legacy under a will. It has also jurisdiction in any action of ejectment on the title, where the value of the lands, or the rent payable in respect thereof, does not exceed £20 by the year, and also in any action in which the title to any corporeal or incorporeal hereditaments is in question, where neither the value of the lands, tenements, or hereditaments, in dispute, nor the rent payable in respect thereof exceeds the sum of £20 by the year; and also in case of any easements or license, where neither the value or the reserved rent of the lands, tenements, or hereditaments, in respect of which the license or easement is claimed, or on, through, or over which, easement or licence is claimed, exceeds £20 by the year.

In 1865 jurisdiction in equity was conferred on the English County Court, and it was enabled to try suits in equity to the extent of £500. Its equitable jurisdiction is comprised under ten heads.

1. The administrations of estates of testators and intestates.
2. The execution of trusts.
3. The foreclosure or redemption of, or enforcing mortgages, charges, or liens.
4. The specific performance of, or reforming, delivering up, or cancelling agreements.
5. The relief of trustees.
6. Proceedings under the Trustee Act.
7. Proceedings relating to the maintenance or advancement of infants.
8. The dissolution of partnership.
9. Accounts.
10. Partition.

In the suits or matters within its equity jurisdiction, the County Court has and can exercise all the powers and authority of the Court of Chancery.

While the English County Court was thus from time to time improved—its authority extended to classes of cases that were not originally within its province, while it was made a court of equity, with all the powers of the High Court of Chancery, and thus enabled to do full and complete justice between the parties in any matter within its jurisdiction—the Irish County Court has made but little advance in the way of improvement. True it is that the statute under which it is at present constituted declares that it shall be lawful for the chairman "to hear and determine all disputes and differences between party and party for any sum, damages or penalty, not exceeding £40 sterling (slander, libel, breach of promise of marriage, and criminal conversation excepted), and for any unascertained and unpaid balance not exceeding £40 of a partnership account;" and also to decree payment of any pecuniary legacy not exceeding £20, payable out of any personal estate, whatever may be the amount of such personal estate; and also to decree the payment of any legacies or distributive shares, payable out of the assets of any deceased person, where the assets shall not exceed £200; and the chairman has also jurisdiction in ejectments between landlord and tenant, where the rent of the holding does not exceed £100; and in cases of ejectment on the title, his jurisdiction is confined to cases where the parties claim under a common title, and the rent of the lands sought to be recovered does not exceed £20 a year, and are held under a yearly tenancy, or under a lease, the duration of which, when originally granted, did not exceed three lives, without any provision for the renewal thereof; or for a term of sixty-one years, and in respect of which no fine exceeding £20 shall appear on the face of such lease to have been paid on the granting or execution thereof. The statute, while it confers in these cases jurisdiction in ejectments on the title, declares expressly that in other cases the title to lands, tenements, and hereditaments, shall not be drawn into question in any proceeding in the court.

It is unnecessary to enter into further detail for the purpose of contrasting the power and authority of the local courts in the three kingdoms as tribunals for administering justice. The foregoing brief and necessarily incomplete summary is sufficient to show how far the Irish County Court has been permitted to lag behind in the progress of improvement. Scarcely a sitting of the court is held in any part of the country at which one or more cases do not occur where some suitor applies to the court for relief, to redress some wrong or enforce some right, and after expense, which to the humble suitor is considerable, has been incurred, and the time of the court has been, it may be for hours, occupied in ascertaining the exact nature of the matter in dispute, it is then discovered that all this expense, time, and trouble have been merely wasted—that the case is not within their jurisdiction, and the court is unable to enforce the right or redress the wrong.

The matter in dispute may be about an obstruction of a watercourse or a right of way, or an interference with a right of turbary, or some one of those questions that commonly arise between the occupiers of small holdings; but if the rent of the holdings in respect of which the dispute arises, or the value of the right disputed be great or small, once a question of title is found to be involved, the jurisdiction of the court is ousted, and the suitor learns, to his surprise, that the court is powerless to afford him redress, and that if he wishes to obtain it he must seek it in the superior court, where the matter will be decided, after delay and at an expense that will most probably be ruinous to one, if not to both of the litigants. Every day experience shows what is frequently the result of the Irish County Court not having jurisdiction to deal with this class of cases. Men of humble means, seeing the expense with which the defence of their rights is attended in the superior courts, will not have recourse to the law to vindicate them, but will either altogether abandon their right and submit to wrong, or they will seek to maintain them by a recourse to force; and then, if a breach of the peace ensues, the same judge who explained to the parties that he was unable by law to determine the dispute, out of which the breach of the peace arose, is the judge delegated to preside in the court which has full power to deal with the criminal part of the case. The trial of this part of the case is conducted at the public expense, and although the breach of the peace is dealt with, yet the civil question out of which it arose is left in exactly the same position as before, or, it may be, in a worse position—for if the man whose right is unjustly invaded happens not to be a man of cool temper, able to restrain himself under the infliction of wrong, advantage may be taken of this by the wrongdoer to provoke him, and so get him involved in a breach of the peace, and then have him punished, it may be by imprisonment; and when this happens, things not unfrequently go from bad to worse; evil passions are aroused, and what was originally a dispute about some small matter, sometimes ends in the perpetration of a fearful crime.

Where the question in dispute is too small to bear the cost and delay of a resort to the superior courts, justice and sound policy alike require that jurisdiction in such cases should be conferred on the local court. In such cases, resort is seldom had to the superior courts; parties are deterred by the expense, and, as already observed, rights are either abandoned or attempted to be maintained by force; and one of the most salutary reforms that can be effected for the benefit of the humbler classes of the community is to confer on the Irish County Court the same power which the English County Court now possesses—of hearing and determining disputes where small questions of title are involved.

Even before the Judicature Act of 1873 gave effect to the principles recommended by the Judicature Commissioners in their reports, the English County Courts, as has been already shown, were far in advance of the Irish. But the Judicature Act of 1873 does not confine the application of those enlightened principles to the superior courts, but at once extends them to every court.

The 91st section of the statute declares that "The several rules of law enacted and declared by this Act shall be in force and receive effect in all courts whatsoever in England, so far as the matters to which such rules relate shall be respectively cognizable by such courts;" and the 89th enacts that "Every inferior court which now has, or which may, after the passing of this Act have, jurisdiction in equity or at law, and in equity and in admiralty, respectively, shall, as regards all causes of action within its jurisdiction for the time being, have power to grant, and shall grant in any proceeding before such court such relief, redress, or remedy, or combination of remedies, either absolute or conditional, and shall in every such proceeding give such and the like effect to every ground of defence or counterclaim, equitable or legal, in as full and ample a manner as might and ought to be done in the like case by the high court of justice."

The rules of law declared by the Judicature Act are contained in the 24th and 25th sections of the statute, and may be thus briefly stated, viz., that law and equity shall be concurrently administered, and that whenever there is any conflict or variance between the rules of equity and the rules of the common law, with reference to the same matter, the rules of equity shall prevail.

The English law was introduced into Ireland, and courts of justice in conformity with the laws of England were established, as early as the reign of King John—upwards of 650 years ago—and close upon three centuries afterwards all the then existing statute law of England was extended to Ireland by Poyning's Act; and in 1782, when the Irish Parliament asserted its legislative independence and repealed Poyning's Act, the Irish Parliament, in passing statute known as Yelverton's Act, recorded its opinion on the question of the assimilation of the laws of the two countries. The preamble to Yelverton's Act, recites that "a similarity of laws, measures, and customs must necessarily conduce to strengthen and perpetuate that affection and harmony which do and at all times ought to subsist between the people of Great Britain and Ireland;" and accordingly, by that statute, in pursuance of the policy of assimilating the laws of the two countries, the provisions of a considerable portion of the statute law of England were extended to Ireland.

In 1862 the English and Irish Law and Chancery Commission was appointed, consisting of Lord Romilly, Lord Cairns, Lord O'Hagan, Lord Selborne, Chief Justice Monahan, Sir Joseph Napier, Mr. Justice Lawson and others, upon the question of assimilating the details of Irish and English law. The commissioners, after noting the fact that the practice and procedure in equity of the two countries, which were originally similar, had by modern legislation become almost entirely

different, and that this difference had been caused by separate attempts at carrying out Chancery reform in each of the two countries, expressed the unanimous opinion that "it was of paramount importance to restore and preserve, as far as possible, a uniformity of system in the equity jurisprudence of the two countries," and that "the practice and procedure of the superior courts of common law in England and Ireland should, as far as practicable, be assimilated."

Parliament, so far as the courts of equity were concerned, adopted the opinion of the commissioners, by passing the Irish Chancery Act of 1867; and bills were brought in by successive law officers to carry out the assimilation of the practice and procedure of the courts of common law, which were finally postponed for the report of the Judicature Commission.

When the Judicature Act declares that certain enlightened and just rules shall be observed for the future as part of the law of England, in every court whatsoever in England, it is of paramount importance that the same salutary principles should be extended to this country, and in like manner be observed in every court whatsoever in Ireland. Thus will be best carried out that policy of assimilating the laws of the two countries, which was originated centuries ago, in the reign of King John—sanctioned and acted upon by the Irish Parliament, and approved of by the high authority of the commissioners already referred to.

While the Irish County Court possesses the public confidence, nevertheless, year after year, the demand for its improvement is becoming more urgent, as the defect in its power to decide completely various questions that arise, in cases where some humble suitors seek its intervention, becomes more manifest. The Irish Land Act has brought under legal cognizance tenant interests of great value. Formerly claims arising of such interests, and disputes between small tenants about rights of way, turbary fences, and other matters—fruitful sources of contention between neighbours, and which the Irish County Court has not jurisdiction to hear and determine—were settled by the agent and landlord, who exercised in such cases a species of unauthorised, but yet beneficial, jurisdiction. Their interference was quite optional. In some cases they declined to interfere; while in others, by their kindly interference, bitter disputes were settled, and injustice in many instances prevented. But all this is now changed, with the altered position of the parties, consequent on the passing of the Land Act. Landlords and agents will be very slow to interfere in disputes between tenant and tenant, but will rather leave such matters to be settled as best they can by the tribunals of the country; and hence it has latterly become a matter of paramount importance and urgency that the Irish County Court should now be enabled to deal with cases of this kind, which, owing to the smallness of the interest involved, are but rarely submitted to the superior courts, as they cannot bear the expense of a recourse to the latter courts.

While the Land Act recognises the necessity of a guardian *ad litem* being appointed in the cases of idiots, lunatics, and minors, it only provides for the appointment of such guardians for the purpose of any proceedings under that Act; but the permanent protection of the interest of tenants under leases and tenant-right usages requires a cheap machinery for appointing guardians of idiots, lunatics, and minors, and for making such guardians account.

In 1870, Mr. Henry Dix Hutton, in his Report on Admiralty jurisdiction, read before the society, called attention to complaints made by foreign traders, that while the Court of Admiralty in Ireland possessed jurisdiction to proceed against the masters of ships at the suit of merchants employing their vessels, it had no corresponding power of entertaining complaints by captains in respect of freight and demurrage—a state of things which caused delay, involving hardship, and not unfrequently a practical denial of justice. Strong representations on this unsatisfactory state of the law were made by some of the foreign consuls resident in Dublin to the Commissioners appointed to inquire into the High Court of Admiralty in Ireland, who sat in 1864; and while the commissioners, in their report, state that they do not think it expedient to extend the jurisdiction of the Admiralty Court to cases of freight and demurrage, because the effect would be to give the Irish Court a wider jurisdiction than that possessed by the English Admiralty Court, they are, at the same time, of opinion that the object should be to assimilate the jurisdiction of both courts, and that if such a jurisdiction were given to the English court, a corresponding jurisdiction should be also given to the Irish court.

Following out the recommendations of the commissioners in favour of assimilating the law of both countries as to Admiralty jurisdiction, the Court of Admiralty (Ireland) Act of 1867 was passed, assimilating the Irish to the English jurisdiction; but it did not make any provision for trying cases of demurrage or freight.

By this Act of 1867 the Lord Lieutenant was empowered by order in council to confer a limited jurisdiction in Admiralty cases on the Irish local courts; but this power has not as yet been exercised. In 1868 the English County Courts' Admiralty Jurisdiction Act was passed, enabling Her Majesty in Council to confer a limited Admiralty jurisdiction upon the English County Courts; and both in 1868 and 1869 orders in council were issued conferring this Admiralty jurisdiction upon thirty-six of the English County Courts. The English Act of 1868 did not provide for cases of freight and demurrage; but in 1869 this omission was supplied by the statute 32 & 33 Vict. c. 51, which conferred in those cases a limited Admiralty jurisdiction upon the English County Courts. It is to be regretted that the policy of assimilation recommended by the Admiralty Commissioners in 1864, carried out by the Admiralty Act of 1867, was not acted upon in 1868 and 1869 when the English County Courts obtained their limited Admiralty jurisdiction, and the Irish County Court thereby enabled to afford the same redress to the foreign trader as he would be able to obtain in an English port, if business had brought his vessel to that country instead of to Ireland.

Under the English Bankruptcy Act of 1867 the County Courts in England have a bankruptcy jurisdiction. The Irish County Courts up to 1873, had jurisdiction in insolvency; but that jurisdiction, except as to pending matters, ceased on the 1st Jan. 1873, when the Irish Bankruptcy Amendment Act 1872, came into operation. And even no matter how small the value of the bankrupt estate may happen to be, the Irish County Court has no jurisdiction in bankruptcy unless in cases which, after being proceeded with to a certain extent in the Court of Bankruptcy, are then remitted to the County Court, to be there dealt with, and after being so dealt with there is a right of appeal back to the Court of Bankruptcy. A great boon would be conferred both on small debtors and those who may have dealings with them, by conferring directly upon the Irish County Court a limited jurisdiction in bankruptcy.

LAW SOCIETIES.

LAW ASSOCIATION.

AT the usual monthly meeting of the directors, held at the Hall of the Incorporated Law Society, in Chancery-lane, on Thursday, the 5th inst., the following being present, viz.: Mr. Desborough (chairman), Mr. Steward, Mr. Carpenter, Mr. Drew, Mr. Finch, Mr. Hedger, Mr. Park Nelson, Mr. Nisbet, Mr. Styan, Mr. Tylee, Mr. Vallance, Mr. W. Williamson, and Mr. Boodle (secretary), a grant of £10 was made to the widow of a non-member, and the ordinary business was transacted.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's Inn Hall on Wednesday, the 4th February, Mr. Francis I. Baker in the chair. Mr. Rubinstein moved, "That the suddenness with which Mr. Gladstone dissolved the late Parliament was perfectly unjustifiable." The motion was carried by a majority of six.

SOLICITORS' BENEVOLENT ASSOCIATION.

THE usual monthly meeting of the board of directors of this association was held on Wednesday, the 4th inst., Mr. Park Nelson in the chair. The other directors present were—Messrs. Hedger, Roscoe, Smith, Styan, Torr, Veley, and Williamson; Mr. Eiffe, Secretary. A sum of £60 was distributed in grants of assistance to the families of five deceased solicitors who were not members of the association, three new members were admitted, and other general business transacted.

BRISTOL ARTICLED CLERKS' DEBATING SOCIETY.

A MEETING of this society was held in the Law Library, on Tuesday evening the 20th Jan., Henry Brittan, Esq., solicitor, occupying the chair. It was the second "open night" of the session, and Mr. Mosely opened in the affirmative on the following question, "It is desirable that a court of international arbitration be established; and if so, is it practicable?" Mr. Laxton opposed, and an animated discussion ensued. The affirmative was carried by the casting vote of the chairman.

THE annual general meeting of the proprietors of the London and County Bank was held on Thursday last, at the City Terminus Hotel, Cannon-street Station, when, after recommending a dividend of 10 per cent. for the half year, and carrying forward £23,917 17s. 3d., the directors intimated their opinion that the 15,000 shares authorised by previous meetings should be issued at £10 premium.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

W. RAINES, ESQ.

THE late William Raines, Esq., of Wyton Hall, Yorkshire, Judge of the Hull and East Yorkshire County Courts, who died on the 28th ult., at his residence near Hull, in the sixty-sixth year of his age, was the eldest son of the late William Raines, Esq., of Wyton, by Fanny, only daughter of Marmaduke Browne, Esq. He was born in the year 1808, and was educated at Trinity College, Cambridge, but did not graduate. He was called to the Bar by the hon. society of Lincoln's-inn in Trinity Term 1833, and went the Northern Circuit, having previously practised as a special pleader. He was a magistrate and deputy-lieutenant for the East Riding of Yorkshire, and also a magistrate for the North Riding of Yorkshire, and for the parts of Holland in the county of Lincoln. In March, 1847, he was appointed Judge of Circuit, No. 16, which holds its courts at Beverley, Bridlington, Great Driffield, Heden, Howdon, Kingston-upon-Hull, New Malton, Pocklington, Scarborough, Selby, and Whitby. In 1860 Mr. Raines raised a company of rifle volunteers, of which he acted as captain. He was the author of "A Letter to the late Right Hon. Lord Tenterden, Lord Chief Justice of the King's Bench, on the Bill for Establishing Courts of Local Jurisdiction," published as far back as the year 1830; "Observations on the Bill, intituled, The Act for Establishing Local Courts of Jurisdiction," published in 1833; and "Observations on the Highway Act of 1861, and the Management of Highways, addressed to the ratepayers of Middle Holderness," published in 1864.

R. W. BLENCOWE, ESQ.

THE late Richard Willis Blencowe, Esq., Chairman of the East Sussex Sessions, who died on the 23rd ult., at his residence, The Hooke, Chailey, near Lewes, in the eighty-third year of his age, was the eldest surviving son of the late Robert Willis Blencowe, Esq., by Penelope, youngest daughter of the late Sir George Robinson, Bart. He was born in the year 1791, and was educated at Oriel College, Oxford, where he graduated B.A. in 1814, and proceeded M.A. in due course. He was a magistrate and deputy-lieutenant for Kent, a deputy-lieutenant for Northamptonshire, and a magistrate for Sussex, and had for many years presided as Chairman of the Quarter Sessions for the eastern division of the latter county. He married, in 1815, Charlotte, youngest daughter and coheir of the late Sir Henry Poole, Bart., of Poole Hall, Cheshire, and The Hooke, Sussex, and by her, who died in 1867, he has left an only son, Mr. John George Blencowe, a deputy-lieutenant for Sussex, and formerly M.P. for Lewes, who is married to the eldest daughter of the late William J. Campion, Esq., of Danny Park, Sussex.

LORD COLONSAY.

THE late Right Hon. Duncan McNeill, Lord Colonsay, sometime Lord Justice General and President of the Court of Session of Scotland, the intelligence of whose death at Pau, in the Basses Pyrenees, has just been announced as having taken place on the 31st ult., was the eldest surviving son of the late John McNeill, Esq., of Colonsay, in the county of Argyll; his mother was Hester, eldest daughter of Duncan McNeill, Esq., of Dunmore, Argyllshire, and he was born at Colonsay in the year 1794, so that now he was in the eightieth year of his age. He received his University education at St. Andrew's, where he highly distinguished himself, and he afterwards studied at Edinburgh. In 1816 he became a member of the Scottish Bar, and soon made himself remarkable for the strict logic with which he analyzed, and not seldom demolished, the indictments in the Courts of Justiciary. This led to his being taken into the public service in the administration of criminal law, as an advocate-depute, in 1820, and after holding that office for about four years he was, in 1824, appointed Sheriff of Perthshire. In that capacity he acted for ten years, and he vacated the sheriffship on being appointed, in 1834, Solicitor-General for Scotland, under Sir Robert Peels first Administration. Losing that office on the resignation of the Ministry, he conducted business with great success as a leading counsel until again, in 1841, he became Solicitor-General under Sir Robert Peel. In the following year he was promoted to be Lord Advocate, and he continued to exercise that high function until the fall of Sir Robert Peel's Administration in 1846, when he once more resumed his stuff gown, but on this occasion with the added dignity of Dean of the Faculty of Advocates—to which he had

been elected in 1843—and of member for the county of Argyll, which had been conferred on him in the same year. Five years more of great leading practice found him in 1851 incontestably the fittest man to be raised, at the same time as Lord Rutherford, to the Bench, on which there happened then to be two vacant seats. and he accordingly received that appointment from Lord Russell's Administration, taking his seat as an ordinary Lord of Session, with the title of Lord Colonsay. In the following year Lord Derby was in office, and on the retirement of Lord Justice-General Boyle, on account of age and infirmity, Lord Colonsay became the head of the court, and soon afterwards was sworn a member of Her Majesty's Honourable Privy Council. In 1867 his Lordship was elevated to the peerage, with a view of taking part in the judicial business of the House of Lords, with the title of Baron Colonsay, of Colonsay and Oronsay, in the county of Argyll, a title which, as his Lordship has died unmarried, now becomes extinct. During the fourteen years and more his Lordship presided over the Court of Session, his history was very simple. He devoted his energies without reserve to the duties of his high office, and his retirement produced very mingled feelings in the mind of the public and of the legal profession; it was felt that in vacating that presidential seat, where he had secured such almost unexampled respect and confidence, the court would sustain a very severe loss, and one not easily reparable.

THOMAS LEADBITTER, ESQ.

THE late Mr. Thomas Leadbitter, solicitor, who died at his residence in Kensington-gardens-square, on the 7th of last month, at the age eighty-six, was born in the year 1787 or 1788. He was one of the oldest members of the Profession. He was the second son of the late Nicolas Leadbitter, Esq., of Warden, near Hexham, one of the old Roman Catholic families of Northumberland. He was articled to the late Mr. Saul of Carlisle, and originally commenced practice in Bucklersbury, from whence he moved to Staple-inn, where he continued until his retirement in the year 1868. He married in 1827 Frances, daughter of John Graham, Esq., of Low House, near Carlisle, by whom, among other children, he has left a son Graham, a captain in the 97th Regiment, and Thomas Francis, a solicitor in Leadenhall-street. Mr. Leadbitter, who was one of the original members of the Law Institution, was a man of high honour and strict integrity, and enjoyed in an eminent degree the esteem of his Professional brethren.

J. RAW, ESQ.

THE late Joseph Raw, Esq., solicitor, of Furnival's Inn, who died at his residence in Stoke Newington-road. on the 21st ult., in the 59th year of his age, was the youngest son of the late John Raw, Esq., of Leaming House, Watermillock, in the county of Cumberland, where he was born in the year 1815. He was admitted a solicitor in Trinity Term 1838, and was for many years a commissioner for the administration of oaths in Chancery, and also in the Courts of Common Pleas, Queen's Bench, and Exchequer; he was likewise a commissioner for taking affidavits in the Vice-Warden's Court of the Stannaries of Cornwall. Mr. Raw, in the words of one who knew him well, was "of an industrious and retiring disposition, and hence not much known to the general public, but by those of his acquaintance his sterling qualities were highly esteemed." He has left a family of four sons, the eldest of whom continues his late father's practice. The remains of the deceased gentleman were interred at Norwood in the presence of his sons and a few of his intimate friends.

JOHN MONK, ESQ., Q.C.

WE regret to have to record the death of John Monk, Esq., Q.C., which took place on the 29th Jan., at his residence, 80, Harley-street, Cavendish-square, in his seventy-second year. Previous to his call to the bar (in 1839) Mr. Monk resided at Manchester, in which town he practised for some years as a solicitor and afterwards as a barrister. He came to London in 1852, was made Q.C. in 1857, and until within a few years of his death had a large practice in the Northern Circuit. The deceased also fulfilled the duties of Deputy Recorder of Manchester for a considerable time, but resigned the office on the appointment of Mr. H. W. West, Q.C. to the recordership. Subsequently, in consequence of declining health, Mr. Monk relinquished the more active duties of his professional life. Mr. Monk was a bencher of the Middle Temple, and was treasurer the year in which the Prince of Wales opened the new library. The deceased was a sound lawyer and a successful advocate. He was also held in deserved respect for the goodness and integrity of his private character, and his loss is mourned by a large circle friends.

THE COURTS AND COURT PAPERS.

SITTINGS AFTER HILARY TERM.

Equity Courts.

Court of Appeal in Chancery.

(Before the LORD CHANCELLOR.)

At Lincoln's-inn.

Monday	Feb. 9	Appeals
Tuesday	10	Ditto
Wednesday	11	Appeal motions, petitions, and appeals
Thursday	12	Appeals
Friday	13	Ditto
Saturday	14	Ditto
Monday	16	Ditto
Tuesday	17	Ditto
Wednesday	18	Appeal motions and appeals
Thursday	19	Appeals
Friday	20	Ditto
Saturday	21	Ditto
Monday	23	Ditto
Tuesday	24	Ditto
Wednesday	25	Appeal motions and appeals
Thursday	26	Appeals
Friday	27	Ditto
Saturday	28	Ditto
Monday	March 2	Ditto
Tuesday	3	Ditto
Wednesday	4	Appeal motions and appeals
Thursday	5	Appeals
Friday	6	Ditto
Saturday	7	Ditto
Monday	9	Ditto
Tuesday	10	Ditto
Wednesday	11	Appeal motions and appeals
Thursday	12	Appeals
Friday	13	Ditto
Saturday	14	Ditto
Monday	16	Ditto
Tuesday	17	Ditto
Wednesday	18	Appeal motions and appeals
Thursday	19	Appeals
Friday	20	Ditto
Saturday	21	Ditto
Monday	23	Ditto
Tuesday	24	Ditto
Wednesday	25	Appeal motions and appeals
Thursday	26	Appeals

Note.—Such days as his Lordship shall be engaged in the House of Lords are excepted.

(Before the LORDS JUSTICES.)

At Lincoln's-inn.

Monday	Feb. 9	Appeals
Tuesday	10	Ditto
Wednesday	11	Appeal motions and appeals
Thursday	12	Ditto
Friday	13	Bankrupt appeals and appeals
Saturday	14	Petitions in lunacy and appeal petitions
Monday	16	Appeals
Tuesday	17	Ditto
Wednesday	18	Appeal motions and appeals
Thursday	19	Appeals
Friday	20	Bankrupt appeals and appeals
Saturday	21	Petitions in lunacy and appeal petitions
Monday	23	Appeals
Tuesday	24	Ditto
Wednesday	25	Appeal motions and appeals
Thursday	26	Appeals
Friday	27	Bankrupt appeals and appeals
Saturday	28	Petitions in lunacy and appeal petitions
Monday	March 2	Appeals
Tuesday	3	Ditto
Wednesday	4	Appeal motions and appeals
Thursday	5	Appeals
Friday	6	Bankrupt appeals and appeals
Saturday	7	Petitions in lunacy and appeal petitions
Monday	9	Appeals
Tuesday	10	Ditto
Wednesday	11	Appeal motions and appeals
Thursday	12	Appeals
Friday	13	Bankrupt appeals and appeals
Saturday	14	Petitions in lunacy and appeal petitions
Monday	16	Appeals
Tuesday	17	Ditto
Wednesday	18	Appeal motions and appeals
Thursday	19	Appeals
Friday	20	Bankrupt appeals and appeals
Saturday	21	Petitions in lunacy and appeal petitions
Monday	23	Appeals
Tuesday	24	Ditto
Wednesday	25	Appeal motions and appeals
Thursday	26	Appeals

Note.—The days (if any) on which the Lords Justices shall be sitting with the Lord Chancellor in the Full Court of Appeal, or in the Judicial Committee of the Privy Council are excepted.

Rolls Court.

At Chancery-lane.

Monday	Feb. 9	The First Seal. Motions, further considerations, and general paper
Tuesday	10	General paper
Wednesday	11	Ditto
Thursday	12	Ditto
Friday	13	Ditto
Saturday	14	Petitions, short causes, adjourned summonses, and general paper
Monday	16	Further considerations and general paper
Tuesday	17	General paper
Wednesday	18	Ditto
Thursday	19	The Second Seal. Motions and general paper
Friday	20	General paper
Saturday	21	Petitions, short causes, adjourned summonses, and general paper
Monday	23	Further considerations and general paper
Tuesday	24	General paper
Wednesday	25	Ditto
Thursday	26	The Third Seal. Motions and general paper
Friday	27	General paper
Saturday	28	Petitions, short causes, adjourned summonses, and general paper
Monday	March 2	Further considerations and general paper
Tuesday	3	General paper
Wednesday	4	Ditto
Thursday	5	The Pourth Seal. Motions and general paper
Friday	6	General paper
Saturday	7	Petitions, short causes, adjourned summonses, and general paper
Monday	9	Further considerations and general paper
Tuesday	10	General paper
Wednesday	11	Ditto
Thursday	12	The Fifth Seal. Motions and general paper
Friday	13	General paper
Saturday	14	Petitions, short causes, adjourned summonses, and general paper
Monday	16	Further considerations and general paper
Tuesday	17	General paper
Wednesday	18	Ditto
Thursday	19	The Sixth Seal. Motions and general paper
Friday	20	General paper
Saturday	21	Petitions, short causes, adjourned summonses, and general paper
Monday	23	Further considerations and general paper
Tuesday	24	The Seventh Seal. Motions and general paper
Wednesday	25	General paper
Thursday	26	Ditto

At the Rolls, unopposed petitions must be presented, and copies left with the secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard, and the necessary papers left in court with the judge's officer the day before the cause comes into the paper.

V.C. Malins' Court.

At Lincoln's-inn.

Monday	Feb. 9	The First Seal. Motions, further considerations, and general paper
Tuesday	10	General paper
Wednesday	11	Ditto
Thursday	12	Ditto
Friday	13	Petitions and general paper
Saturday	14	Short causes, adjourned summonses, and general paper
Monday	16	Further considerations and general paper
Tuesday	17	General paper
Wednesday	18	Ditto
Thursday	19	The Second Seal. Motions and general paper
Friday	20	Petitions and general paper
Saturday	21	Short causes, adjourned summonses, and general paper
Monday	23	Further considerations and general paper
Tuesday	24	General paper
Wednesday	25	Ditto
Thursday	26	The Third Seal. Motions and general paper
Friday	27	Petitions and general paper
Saturday	28	Short causes, adjourned summonses, and general paper
Monday	March 2	County Court appeals, further considerations, and general paper
Tuesday	3	General paper
Wednesday	4	Ditto
Thursday	5	The Fourth Seal. Motions and general paper
Friday	6	Petitions and general paper
Saturday	7	Short causes, adjourned summonses and general paper
Monday	9	Further considerations and general paper
Tuesday	10	General paper
Wednesday	11	Ditto
Thursday	12	The Fifth Seal. Motions and general paper
Friday	13	Petitions and general paper
Saturday	14	Short causes, adjourned summonses, and general paper
Monday	16	Further considerations and general paper
Tuesday	17	General paper
Wednesday	18	Ditto
Thursday	19	The Sixth Seal. Motions and general paper
Friday	20	Petitions and general paper
Saturday	21	Short causes, adjourned summonses, and general paper
Monday	23	County Court appeals, further considerations, and general paper
Tuesday	24	The Seventh Seal. Motions and general paper
Wednesday	25	General paper
Thursday	26	Ditto

V.C. Bacon's Court.

At Lincoln's-inn.

Monday ..... Feb.	9	*In Bankruptcy*
Tuesday	10	The First Seal. Motions and adjourned summonses
Wednesday	11	General paper
Thursday	12	Ditto
Friday	13	Ditto
Saturday	14	Petitions, short causes, and general paper
Monday	16	*In Bankruptcy*
Tuesday	17	General paper
Wednesday	18	Ditto
Thursday	19	The Second Seal. Motions and adjcurned summonses
Friday	20	General paper
Saturday	21	Petitions, short causes, and general paper
Monday	23	*In Bankruptcy*
Tuesday	24	General paper
Wednesday	25	Ditto
Thursday	26	The Third Seal. Motions and adjourned summonses
Friday	27	General paper
Saturday	28	Petitions, short causes, and general paper
Monday ... March	2	*In Bankruptcy*
Tuesday	3	General paper
Wednesday	4	Ditto
Thursday	5	The Fourth Seal. Motions and general paper
Friday	6	General paper
Saturday	7	Petitions, short causes, and general paper
Monday	9	*In Bankruptcy*
Tuesday	10	General paper
Wednesday	11	Ditto
Thursday	12	The Fifth Seal. Motions and adjourned summonses
Friday	13	General paper
Saturday	14	Petitions, short causes, and general paper
Monday	16	*In Bankruptcy*
Tuesday	17	General paper
Wednesday	18	Ditto
Thursday	19	The Sixth Seal. Motions and adjourned summonses
Friday	20	General paper
Saturday	21	Petitions, short causes, and general paper
Monday	23	*In Bankruptcy*
Tuesday	24	The Seventh Seal. Motions and adjourned summonses
Wednesday	25	General paper
Thursday	26	Ditto

V.C. Hall's Court.

At Lincoln's-inn.

Monday ..... Feb.	9	The First Seal. Motions and general paper
Tuesday	10	General paper
Wednesday	11	Ditto
Thursday	12	Ditto
Friday	13	Petitions, adjourned summonses, and general paper
Saturday	14	Short causes, adjourned summonses, and general paper
Monday	16	General paper
Tuesday	17	Ditto
Wednesday	18	Ditto
Thursday	19	The Second Seal. Motions and general paper
Friday	20	Petitions, adjourned summonses, and general paper
Saturday	21	Short causes, adjourned summonses, and general paper
Monday	23	General paper
Tuesday	24	Ditto
Wednesday	25	Ditto
Thursday	26	The Third Seal. Motions and general paper
Friday	27	Petitions, adjourned summonses, and general paper
Saturday	28	Short causes, adjourned summonses, and general paper
Monday ... March	2	General paper
Tuesday	3	Ditto
Wednesday	4	Ditto
Thursday	5	The Fourth Seal. Motions and general paper
Friday	6	Petitions, adjourned summonses, and general paper
Saturday	7	Short causes, adjourned summonses, and general paper
Monday	9	General paper
Tuesday	10	Ditto
Wednesday	11	Ditto
Thursday	12	The Fifth Seal. Motions and general paper
Friday	13	Petitions, adjourned summonses, and general paper
Saturday	14	Short causes, adjourned summonses, and general paper
Monday	16	General paper
Tuesday	17	Ditto
Wednesday	18	Ditto
Thursday	19	The Sixth Seal. Motions and general paper
Friday	20	Petitions, adjourned summonses, and general paper
Saturday	21	Short causes, adjourned summonses, and general paper
Monday	23	General paper
Tuesday	24	The Seventh Seal. Motions and general paper
Wednesday	25	General paper
Thursday	26	Ditto

N.B.—In Vice-Chancellor Hall's Court no cause, motion for decree or further consideration, except by order of the court, may be marked to stand over, if it be within twelve of the last cause or matter in the printed paper of the day for hearing.

Any causes intended to be heard as short causes before either of the Vice-Chancellors must be so marked at least one clear day before the same can be put in the paper to be so heard, and the necessary papers left in court with the judge's officer the day before the cause comes into the paper.

SPRING CIRCUITS.

The following is a complete and revised list of the Spring Circuits of the Judges:—

HOME.

(The Lord Chief Baron of the Exchequer (Sir FITZROY KELLY) and Mr. Justice LUSH.)

Hertford, March 2	Lewes, March 16
Chelmsford, March 5	Kingston, March 23
Maidstone, March 9	

OXFORD.

(The Lord Chief Justice of the Common Pleas (Lord COLERIDGE) and Baron CLEASBY.)

Reading, Feb. 27	Shrewsbury, March 19
Oxford, March 2	Hereford, March 24
Worcester, March 7	Monmouth, March 27
Stafford, March 12	Gloucester, April 1

NORTHERN.

(Mr. Justice DENMAN and Baron AMPHLETT.)

Appleby, Feb. 14	Lancaster, March 7
Carlisle, Feb. 17	Manchester, Mar. 11
Newcastle, Feb. 21	Liverpool, Mar 24
Durham, Feb. 28	

WESTERN.

(Mr. Justice KEATING and Mr. Justice QUAIN.)

Winchester, Feb. 26	Taunton, March 21
Dorchester, March 5	Devizes, March 27
Exeter, March 10	Bristol, April 2
Bodmin, March 17	

NORFOLK.

(Mr. Justice BLACKBURN and Mr. Justice BRETT.)

Oakham, March 2	Huntingdon, March 19
Leicester, March 2	Cambridge, March 21
Northampton, March 7	Norwich, March 26
Aylesbury March 12	Ipswich, April 1
Bedford, March 16	

MIDLAND.

(Mr. Justice ARCHIBALD and Baron POLLOCK.)

Warwick, Feb. 25	Lincoln, March 14
Derby, March 3	York, March 20
Nottingham, March 7	Leeds, Larch 26

NORTH WALES.

(Baron PIGOTT.)

Welchpool, March 9	Ruthin, March 23
Dolgelly, March 12	Mold, March 26
Carnarvon, March 16	Chester and City, March 28
Beaumaris, March 19	

SOUTH WALES.

(Mr. Justice HONYMAN.)

Haverfordwest, Feb. 21	Brecon, March 21
Cardigan, Feb. 27	Presteign, March 26
Carmarthen, March 3	Chester and City, March 28
Swansea, March 7	

The Lord Chief Justice of England (Sir A. J. E. COCKBURN) remains in town.

THE GAZETTES.

Bankrupts.

Gazette, Jan. 30.

To surrender at the Bankrupts' Court, Basinghall-street.

MORGAN, CHRISTOPHER, warehouseman, Bermondsey-st, Southwark. Pet. Oct. 24. Reg. Pepys. Sur. Feb. 10

TUPPER, CHARLES WILLIAM, Italian warehouseman, New Bond st. Pet. Jan. 27. Reg. Spring-Rice. Sur. Feb. 19

To surrender in the Country.

BALLS, HAROLD GRIFFIN, currier, Cambridge. Pet. Jan. 24. Reg. Eaden. Sur. Feb. 13

COHEN, SOLOMON, clothier, Middlesborough. Pet. Jan. 28. Reg. Crosby. Sur. Feb. 11

EVANS, EDWIN, victualler, Slough. Pet. Jan. 24. Reg. Darvill. Sur. Feb. 14

HART, PHILIP WOODROW, no occupation, Norwich. Pet. Jan. 26. Reg. Palmer. Sur. Feb. 12

MCINTOSH, WILLIAM JAMES, grocer, Newcastle. Pet. Jan. 28. Reg. Mortimer. Sur. Feb. 12

PARK, WILLIAM, beerhouse keeper, Trowbridge. Pet. Jan. 27. Reg. Smith. Sur. Feb. 10

RANSOME, THOMAS H., paper manufacturer, Wincle, near Macclesfield. Dep.-Reg. Mair. Sur. Feb. 12

TABBERNER, JOHN LOUDE, Park-pl, Eltham. Pet. Jan. 16. Dep.-Reg. Farnfield. Sur. Feb. 13

Gazette, Feb. 3.

To surrender at the Bankrupts' Court, Basinghall-street.

FROST, WILLIAM, Caroline-st, Bedford-sq. Pet. Jan. 29. Reg. Pepys. Sur. Feb. 17

HOLMES, GEORGE, builder, Gloucester-rd, Camberwell. Pet. Jan. 30. Reg. Spring-Rice. Sur. Feb. 19

OFFORD, WILLIAM GEORGE, French paper manufacturer, Chisenhale-rd, Old Ford. Pet. Jan. 30. Reg. Murray. Sur. Feb. 17

ROBERTS, JULIUS, engineer, Cheyne-walk, Chelsea. Pet. Jan. 30. Reg. Murray. Sur. Feb. 17

SKEET, THOMAS JEFFS, gentleman, Edgware-road, Maida-hill. Pet. Jan. 29. Reg. Pepys. Sur. Feb. 17

To surrender in the Country.

FRANKLIN, BENJAMIN, cattle dealer, Wilhampstead. Pet. Jan. 29. Reg. Pearse. Sur. Feb. 16

OAKELEY, RICHARD BANNER, gentleman, Gravesend. Pet. Jan. 30. Reg. Acworth. Sur. Feb. 20

BANKRUPTCIES ANNULLED.

Gazette, Jan. 27.

ARNATT, WILLIAM, farmer, Fencott, in Charlton-on-Ottmoor. March 10, 1873

POPE, FREDERIC, gentleman, Dorrington-on-Bain. June 6, 1873

Gazette, Jan. 30.

GLOVER, WALTER JOHN, merchant tailor, Newcastle. Nov. 15 1873

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Jan. 30.

BANBERY, GEORGE, bootmaker, Wolverhampton. Pet. Jan. 28. Feb. 14, at eleven, at office of Sol. Stratton, Wolverhampton

BANGER, WILLIAM, gentleman, Weston-super-Mare. Pet. Jan. 26. Feb. 10, at one, at office of Hancock, Triggs, and Co., accountants, Bristol. Sols. Benson and Thomas, Bristol

BEALL, FELIX JOHN, baker, Queen-st, Hammersmith. Pet. Jan. 26. Feb. 11, at eleven, at office of Sols. Messrs. Howard, New Bridge-st

BRENNER, PHILLIP, tailor, Westow-st, Upper Norwood, and Forest. Pet. Jan. 28. Feb. 13, at half-past two, at at office of Sol. Robinson, Charterhouse-sq

BROOKS, SAMUEL, law clerk, Coomb's-st, City-rd. Pet. Jan. 22. Feb. 12, at three, at office of Sol. Watson, Basinghall-st

BROWN, CHARLES, fruit merchant, Leeds. Pet. Jan. 24. Feb. 9, at half-past ten, at office of Sol. Hardwick, Leeds

CARR, RICHARD STEELS, lodging-house keeper, Whitby. Pet. Jan. 27. Feb. 18, at eleven, at office of Sol. Thornton, Whitby

CHORLEY, WILLIAM EDMUND, grocer, High-st, Hounslow. Pet. Jan. 24. Feb. 12, at one, at the Auction Mart, Tokenhouse-yd, city London. Sols. Roscoe, Hincks, and Sheppard

COLLINS, JAMES HENRY, schoolmaster, Penistone. Pet. Jan. 28. Feb. 14, at eleven, at office of Sols. Messrs. Dransfield, Penistone

COLLINS, WILLIAM COULTISS, grocer, Middlesborough. Pet. Jan. 23. Feb. 9, at eleven, at office of Sol. Dobson, Middlesborough

DAVISON, RICHARD, general provision dealer, Great James-st, Bedford-row. Pet. Jan. 26. Feb. 12, at eleven, at office of Stubbs, Great James-st, Bedford-row. Sol. Hicks, Annis-rd, South Hackney

DENTON, DANIEL, farmer, Hinwick. Pet. Jan. 26. Feb. 11, at half-past three, at offices of Cook, Wellingborough. Sol. Becke, Northampton

DICKSON, JOHN PURVIS, timber merchant, Wood-wharf, West India-docks, Poplar. Pet. Jan. 7. Feb. 10, at two, at the Masons' Hall tavern, Masons'-avenue, Basinghall-st. Sol. Brown, Basinghall-st

DOUGHTY, JOHN HOLLAND, coal merchant, Dorking. Pet. Jan. 27. Feb. 24, at twelve, at the Cannon-st hotel, city London. Sols. Hart, Hart, and Marten

FULLER, THOMAS WILLIAM, and SIMPSON, FRANK HILL, coach builders, Leamington Priors. Pet. Jan. 24. Feb. 9, at twelve, at office of Sol. Overell, Leamington Priors

GRIFFITHS, JOHN, beerhouse keeper, Hartshill. Pet. Jan. 27. Feb. 17, at ten, at offices of Sol. Stevenson, Stoke-on-Trent

HALLAM, WILLIAM, boot dealer, Liverpool. Pet. Jan. 27. Feb. 23, at three, at office of Vine, accountant, Liverpool. Sol. Kitson, Liverpool

HARDISTY, FREDERICK ADOLPHUS, jun, riding master, Queen-st, Brompton. Pet. Jan. 17. Feb. 7, at two, at 15, Devonshire-st, North-end-rd, Hammersmith. Sol. Morris

HARDY, JOHN EDGAR, draper, Norwich. Pet. Jan. 27. Feb. 13, at three, at offices of Sol. Sadd, Norwich

HARRIS, JOSIAH, coal merchant, Falmouth. Pet. Jan. 26. Feb 13, at three, at the Royal hotel, Bristol. Sols. Genn and Nalder. Falmouth

HAYNES, ALFRED, shoe manufacturer, Stoke-on-Trent. Pet. Jan. 27. Feb. 17, at three, at offices of Sols. Messrs. Tennant, Hanley

HENSHALL, THOMAS, doubler, Stockport. Pet. Jan. 26. Feb. 18, at three, at the Commercial hotel, Manchester. Sol. Jackson, Manchester

HESKETS, WILLIAM PEMBERTON, brewer, Margate. Pet. Jan. 23. Feb. 10, at two, at the Guildhall tavern, Gresham-st. Sol. Calkin, Clement's-inn

HEWITT, JOSHUA, victualler, Bangor-is-y-Coed. Pet. Jan. 27. Feb. 19, at two, at office of Sols. Ratcliffe and Layton, Liverpool

HILLIARD, HERBERT BREWITT, merchant's clerk, Brixton. Pet. Jan. 24. Feb. 12, at twelve, at office of Sol. Woodard, Ingram-ct, Fenchurch-st

HODGKINSON, SAMUEL, hosier, Threadneedle-st. Pet. Jan. 23. Feb. 17, at two, at the Guildhall coffee-house, Gresham-st. Sols. Phelps and Sidgwick, Gresham-st

HOPKINS, CHARLES, smith, Worcester. Pet. Jan. 27. Feb. 11, at three, at offices of Sol. Tree, Worcester

HOPKINS, JOHN, corn dealer, Sidbury. Pet. Jan. 26. Feb. 10, at three, at office of Sol. Meredith, Worcester

JACKSON, BENJAMIN, india-rubber dealer, Preston. Pet. Jan. 28. Feb. 12, at eleven, at office of Sol. Fryer, Preston

JAY, WILLIAM, shoefactor, Ebbw-vale. Pet. Jan. 26. Feb. 11, at three, at office of Sol. Jones, Abergavenny

JOHNS, JOHN, tailor, Bideford. Pet. Jan. 28. Feb. 13, at twelve, at office of Sols. Rooker and Bazeley, Bideford

JOHNSON, WILLIAM, and JOHNSON, EDWARD, cotton waste dealers, Manchester. Pet. Jan. 27. Feb. 16, at eleven, at offices of Sol. Clayton, Manchester

JOINSON, THOMAS, plumber, Royton, near Oldham. Pet. Jan. 26. Feb. 13, at three, at the Dog and Partridge inn, Manchester. Sol. Clegg, Oldham

JONES, WILLIAM DAVID, draper, Aberavon. Pet. Jan. 26. Feb. 10, at eleven, at office of Crowther and Co. accountants, Manchester. Sol. Tennant, Aberavon

LAY, CHARLES, grocer, Birmingham. Pet. Jan. 27. Feb. 13, at twelve, at office of Sol. Powell, Birmingham

LIPSCOMB, WILLIAM THOMAS, chairmaker, Wroughton. Pet. Jan. 27. Feb. 13, at eleven, at the Great Western hotel, Reading. Sol. Lucas, Newbury

LLOYD, ANGIL, tailor, Colchester. Pet. Jan. 27. Feb. 16, at three, at the Fleece hotel, Colchester. Sol. White

MARWOOD, JOHN REE, innkeeper, Topsham. Pet. Jan. 27. Feb. 12, at eleven, at the Bristol Commercial inn, Exeter. Sol. Floud, Exeter

MASON, EDMUND, butcher, East Bridgeford. Pet. Jan. 26. Feb. 18, at twelve, at office of Sol. Belk, Nottingham.

MATHIE, THOMAS, carpenter, West Wickham. Pet. Jan. 26. Feb. 16, at four, at office of Sols. Messrs. May and Sykes, Bromley.

MAY, ALFRED EDWARD, fancy stationer, Holloway-rd. Pet. Jan. 24. Feb. 12, at two, at offices of Sols. Messrs. Davis, Cork-st, Burlington-gdns.

MENKE, LOUIS, dealer in works of fine art, Manchester and Cheetham. Pet. Jan. 28. Feb. 12, at half-past two, at office of Hewitt, accountant, Manchester. Sol. Worsley, Manchester.

MITCHELL, JAMES, woollen manufacturer, Leeds and Morley. Pet. Jan. 26. Feb. 12, at two, at offices of Sols. Simpson and Burrell, Leeds.

MORGAN, FRANK WRIGHT, optician, Manchester. Pet. Jan. 13. Feb. 13, at three, at offices of Sols. Gardner, Horner, and Co., Manchester.

NICHOLSON, JONATHAN, innkeeper, Sowerby, near Thirsk. Pet. Jan. 24. Feb. 17, at two, at offices of Sols. Arrowsmith and Richardson, Thirsk

NORMAN, ALFRED, and NORMAN, JOHN THOMAS, printers, Cheltenham. Pet. Jan. 26. Feb. 11, at three, at 26, Chancery-la, London. Sol. Boodle, Cheltenham

OPPENHEIM, JOHN HERMAN, law stationer, Cursitor-st. Pet. Pet. Jan. 23. Feb. 9, at two, at office of Sol. Norris, Acton-st, Gray's-inn-rd

ORGILL, CHARLES HENRY, grocer, Manchester. Pet. Jan. 26. Feb. 13, at two, at offices of Sols. Addleshaw and Warburton, Manchester

PALMER, SAMUEL, printer, Strand. Pet. Jan. 27. Feb. 16, at twelve, at office of Sol. Mote, Walbrook

PHILLIPS, JAMES, and HAMES, WILLIAM BARHAM, linen drapers, Birmingham. Pet. Jan. 26. Feb. 10, at one, at office of Sol. Assinder, Birmingham

PHILLIPS, ROBERT, coachbuilder, Bristol. Pet. Jan. 22. Feb. 7, at twelve, at office of Sol. Clifton, Bristol

RATHBONE, JOHN FREDERICK, printseller, Tranmere. Pet. Jan. 27. Feb. 12, at two, at office of Sol. Downham, Birkenhead

RIDLINGTON, JAMES NEWTON, grocer, Erith. Pet. Jan. 27 Feb. 5, at office of Nicholls and Leatherdale, accountants, Old Jewry-chambers, in lieu of the place originally named.

RILEY, HENRY, stationer, Preston. Pet. Jan. 26. Feb. 11, at two, at the Auction rooms of Messrs. Watson, Preston. Sol. Taylor, Preston

ROBINSON, ARTHUR, innkeeper, Salisbury. Pet. Jan. 27. Feb. 12, at three, at office of Sol. Holding, Salisbury

ROBINSON, THOMAS MASON, woollen merchant, Leeds. Pet. Jan. 26. Feb. 11, at two, at offices of Sols. Simpson and Burrell, Leeds

ROE, THOMAS, potatoe dealer, Bristol. Pet. Jan. 28. Feb. 7, at eleven, at office of Sol. Essery, Bristol

ROGERS, FRANCIS, engineer, Trowbridge. Pet. Jan. 16. Feb. 6, at eleven, at office of Sol. Shrapnell, Bradford-on-Avon.

ROUNTHWAITE, THOMAS, clothier, Sunderland. Pet. Jan. 20. Feb. 10, at twelve, at office of Sol. Ritson, Sunderland

SAMUEL, ISAAC, clothes dealer, White Lion-st, Chelsea. Pet. Jan. 29. Feb. 13, at ten, at office of Sol. Goatly, Westminster-bridge-rd

SANDERSON, THOMAS, joiner, Sheffield. Pet. Jan. 26. Feb. 11, at two, at office of Sol. Roberts, Sheffield

SCARLETT, Peter, draper, Stockport. Pet. Jan. 26. Feb. 20, at two, at the Clarence hotel, Manchester. Sol. Evans, Stockport and Manchester

SHAR, BENJAMIN BARTON, out of business, Liverpool. Pet. Jan. 27. Feb. 21, at four, at office of Sol. Lowe, Liverpool.

SHARPE, WILLIAM HENRY CHRISTOPHER, agent, Hammersmith, and Upper John-st, Golden-sq. Pet. Jan 28. Feb. 14, at eleven, at 9, Upper John-st, Golden-sq. Sol. Sydney

SOLOMONS, MORRIS, grocer, New Montague-st, Spitalfields, and Preston-st, Mile-end New-town. Pet. Jan. 22. Feb. 9, at ten, at office of Sol. Dobson, Southampton-buildings

SPURWAY, JAMES, publican. Pet. Jan. 26. Feb. 10, at twelve, at the Dolphin inn, Colyton. Sol. Wilton, Colyton, Devon.

STRANGE, JAMES, wine merchant, Maude-rd, Camberwell, and Botolph-la, city, London. Pet. Jan. 27. Feb. 14, at two, at office of Sol. Edwards, Cloak-la

THUNDER, EDWARD, builder, Margate. Pet. Jan. 24. Feb. 13, at three, at the Star hotel, Margate. Sol. Walford, Ramsgate.
TUCKER, FREDERICK WALTER, commercial traveller, Norwich. Pet. Jan. 26. Feb. 13, at four, at office of Sol. Sadd, Norwich
WETHERELL, JANE, widow and governess, Milverton. Pet. Jan. 26. Feb. 19, at two, at the Bath hotel, Leamington Priors. Sol. Sanderson, Warwick
WILKINSON, MATTHEW, draper, York. Pet. Jan. 26. Feb. 11, at three, at office of Sol. Wilkinson, York
WILLIAMS, THOMAS LLEWELLYN, druggist, Tunstall. Pet. Jan. 24. Feb. 9, at eleven, at the Sneyd Arms hotel, Tunstall. Sol. Hollingshead, Tunstall
WOODWARD, ROBERT, furnishing ironmonger, Bethnal-green-rd. Pet. Jan. 26. Feb. 11, at two, at office of Sol. Bird, London-wall

Gazette, Feb. 3.

ANGELON, CELINA ADELE, milliner, Great Portland-st. Pet. Jan. 30. Feb 28, at two, at the Inns of Court hotel, Holborn. Sols. Taylor, Hoare, Taylor, and Cooke, Great James-st
BEAGLEY, WILLIAM, builder, Bentley. Pet. Jan. 22. Feb. 12, at twelve, at office of Sol. Ward, Beagley
BENN, SAMUEL, plumber, Horton. Pet. Jan. 26. Feb. 11, at ten, at office of Sol. Rhodes, Bradford
BETTS, JOHN, surgeon, Sherston Magna. Pet. Jan. 26. Feb. 21, at twelve, at office of Sols. Kinneir and Tombs, Corn Exchange, Swindon. Sol. Chubb, Malmesbury
BIRBECK, WILLIAM HENRY, commission agent, Hanley. Pet. Jan. 30. Feb. 17, at eleven, at office of Sol. Stevenson, Stoke-upon-Trent
BISHOP, BENJAMIN, grocer, Skipton. Pet. Jan. 30. Feb. 28, at two, at office of Sol. Paget, Skipton
BRITTAIN, THOMAS JOHN, photographic material dealer, Birmingham. Pet. Jan. 26. Feb. 9, at twelve, at Grand Turk inn, Ludgate-hill, Birmingham
BROOKS, JOHN, builder, Ilfracombe. Pet. Jan. 29. Feb. 18, at three, at the Royal Clarence hotel, Ilfracombe. Sol. Fox, Ilfracombe
BROTHERTON, JOSEPH, boot dealer, Barnsley. Pet. Jan. 30. Feb. 14, at three, at Coach and Horses hotel, Barnsley. Sol. Freeman, Barnsley
BROWN, CHARLES THOMAS, coal merchant, Plymouth. Pet. Jan. 30. Feb. 16, at eleven, at offices of Sols. Edmonds and Son, Plymouth
BROWN, DAVID, grocer, Coventry. Pet. Jan. 31. Feb. 19, at twelve, at Castle hotel, Coventry. Sol. Davis, Coventry
BURGESS, WILLIAM, tea dealer, Bury. Pet. Jan. 31. Feb. 18, at three, at office of Sol. Anderton, Bury
CARATI, ANTONIO ALEXANDER, commission agent, Old Broad-st. Pet. Jan. 20. Feb. 13, at three, at offices of Sols. Stocken and Jupp, Leadenhall-st
CHATTIN, GEORGE, wheelwright, Smethwick, par. Harborne. Pet. Jan. 28. Feb. 18, at twelve, at office of Sol. Shakespeare, Oldbury
CLARK, THOMAS, ship bread baker, Liverpool. Pet. Jan. 30. Feb. 27, at two, at offices of Sols. Hull, Stone, and Fletcher, Liverpool
COOPER, JOHN, contractor, Dipton. Pet. Jan. 28. Feb. 12, at two, at offices of Sols. Hoyle, Shipley, and Hoyle, Newcastle
COX, CHARLES, leather dealer, Kettering. Pet. Feb. 2. Feb. 17, at twelve, at offices of Sols. Beale, Marigold, and Beale, Birmingham
CROMPTON, NATHAN, out of business, Prestwich. Pet. Jan. 30. Feb. 13, at three, at offices of Sols. Slater and Poole, Manchester
DANIEL, WILLIAM, shopkeeper, Llancynfelin. Pet. Jan. 21. Feb. 11, at two, at office of Sol. Jones, Aberystwith
DAVEY, FREDERICK THOMAS, bricklayer, Wellington, Blackfriars. Pet. Jan. 31. Feb. 16, at ten, at office of Sol. Goatly, Westminster-bdge-rd
DAY, JOSEPH JAMES, plumber, Leighton-rd, Kentish-town. Pet. Jan. 22. Feb. 19, at two, at office of Sol. Preston, King Edward-st, Newgate-st
DICKINSON, PETER, cab proprietor, Kingston-upon-Hull. Pet. Jan. 28. Feb. 16, at one, at office of Sol. Hind, Hull
EDGERLEY, THOMAS, farmer, Carden, near Handley. Pet. Jan. 31. Feb. 16, at twelve at office of Sol. Nordon, Chester
ELLIS, JOHN WALTER, farmer, Thornthwaite, near Ripley. Pet. Jan. 27. Feb. 16, at three, at offices of Sol. Bateson, Low Harrogate
ELMES, THOMAS, builder, New Windsor. Pet. Jan. 30. Feb. 23, at three, at office of Sol. Durant, Windsor
FIELD, JOHN, out of business, Oldbury. Pet. Jan. 28. Feb. 18, at eleven, at office of Sol. Shakespeare, Oldbury
HAGMAIER, PHILIP HENRY, out of business, Fairfield-rd, Bow. Pet. Jan. 31. Feb. 17, at three, at office of Sols. Wood and Hare, Basinghall-st, London
HARTLEY, GEORGE, finisher, Saddleworth. Pet. Jan. 30. Feb. 16, at four, at office of Sol. Hanchett, Oldham
HATCHER, JOHN, carpenter, High-st, Wandsworth. Pet. Jan. 27. Feb. 18, at four, at office of Sol. Jones, Wandsworth
HEBRON, WILLIAM, Wigan; HEBRON, GEORGE, Stockport, leather dealers. Pet. Jan. 29. Feb. 14, at eleven, at office of Sols. Leigh and Ellis, Wigan
HOUGHTON, CHARLES JONATHAN, commission agent, Bow-lane. Pet. Jan. 28. Feb. 11, at eleven, at office of Sol. Swaine, Cheapside
HUGHES, ELIZABETH, out of business, Wolverhampton. Pet. Jan. 29. Feb. 17, at twelve, at office of Sol. Willcock, Wolverhampton
HUXLEY, WILLIAM, oilman, Lavender-rd, Battersea. Pet. Jan. 23. Feb. 14, at two, at office of Sol. Day, Bloomsbury-sq. Sol. Tonge, Great Portland-st
IND, FREDERICK, dealer, West Yatton, near Chippenham. Pet. Jan. 30. Feb. 23, at twelve, at office of Sol. Potter, Cheltenham
IRVING, JOHN, general merchant, Dunster House, Mincing-lane. Pet. Jan. 29. Feb. 13, at two, at office of Sol. Walls, Walbrook
JACKSON, ELIZA, widow, licensed victualler, Macclesfield. Pet. Jan. 30. Feb. 18, at two, at office of Sol. Hand, Macclesfield
JACKSON, EDWIN, draper, Ossett, near Dewsbury. Pet. Jan. 28. Feb. 12, at three, at offices of Sol. Ibberson, Dewsbury
LAWLEY, HON. FRANCIS CHARLES, contributor to the public Press, Westminster. Pet. Feb. 2. March 2, at two, at offices of Sols. Ladbury, Collison, and Viney, Cheapside. Sols. Lewis and Lewis, Ely-place, Holborn
LEES, JAMES EDWARD, confectioner, Middlesborough. Pet. Jan. 29. Feb. 16, at three, at office of Sol. Addenbrooke, Middlesborough
LISHMAN, JAMES, and LISHMAN, JOHN, builders, Ryton. Pet. Jan. 28. Feb. 16, at three, at offices of Sol. Elsdon, Newcastle-upon-Tyne
LOFTHOUSE, JOEL, bookseller, Leeds. Pet. Jan. 30. Feb. 19, at eleven, at offices of Sols. Routh and Co., Leeds. Sols. Dibb, Atkinson, and Braithwaite
MATHEWS, EDWARD WILLIAM, builder, Inkerman-rd, Kentish-town. Pet. Jan. 29. Feb. 25, at three, at office of Sol. Alsop, Great Marlborough-st
MATTHEWS, SUSAN HARRIS, dealer in sewing machines, Sloane-st, Chelsea. Pet. Jan. 30. Feb. 16, at three, at office of Sol. Walls, Walbrook
MCKAY, ROBERT, wine merchant, Rochdale. Pet. Jan. 29. Feb. 13, at three, at the Spread Eagle inn. Rochdale. Sol. Whitehead, Rochdale
MEWBURN, CHILTON, gunmake's manager, Union-row, Tower-hill Pet. Jan. 29. Feb. 17, at two, at office of Sol. Nelson, Essex-st, Strand
MONK, ALFRED GEORGE, draper, Caledonian-rd, King's-cross. Pet. Jan. 29. Feb. 20, at twelve, at offices of Baggs, Clarke, and Joselyne, accountants, King-st. Cheapside. Sol. Buchanan, Basinghall-st
NEILL, GEORGE, baker, Orchard-st, Wandsworth. Pet. Jan. 30. Feb. 16, at twelve, at office of Sol. Neill, Old Kent-rd
NUTTING, WILLIAM HENRY, baker, High-st, Kingsland. Pet. Jan. 29. Feb. 16, at four, at offices of Sol. Ablett, Cambridge-ter, Hyde-pk
ODEY, GEORGE, glass dealer, Basingstoke. Pet. Jan. 28. Feb. 19, at three, at office of Sol. Bayley, Basingstoke
ONIONS, GEORGE DUNN, butcher, West Bromwich. Pet, Jan. 28. Feb. 16, at eleven, at office of Sol. Topham, West Bromwich
PAGE, JOHN SAMUEL, picture dealer, Manchester. Pet. Jan. 29. Feb. 19, at half-past two, at offices of Sols. Nuttall and Son, Manchester
RICHARDS, ALFRED OAKES, electro plate manufacturer, Birmingham. Pet. Jan. 31. Feb. 19, at eleven, at offices of Sol. Hodgson, Birmingham
RICHARDS, WILLIAM, builder, Great College-st, Camden-town. Pet. Jan. 30. Feb. 16, at eleven, at office of Sol. Rice, Westbourne-ter, Hyde-pk
RICHES, JAMES, builder, Great Yarmouth. Pet. Jan. 28. Feb. 25, at twelve, at office of Sol. Coaks, Norwich
RITSON, RICHARD, upholsterer, Carlisle. Pet. Jan. 29. Feb. 16, at two, at office of Sol. Wright, Carlisle
ROTHERHAM, CHRISTOPER THOMAS, and ROTHERHAM, HERBERT, sickle manufacturers, Unston. Pet. Jan. 26. Feb. 13, at three, at office of Sol. Gee, Sheffield
RUFFELL, JOHN, licensed victualler's assistant, Munster-st. Pet. Jan. 30. Feb. 16, at two, at office of Sol. Williams, Bedford-sq
SCUTT, JAMES, saddler, High-st, Stratford. Pet. Jan. 29. Feb. 13, at three, at office of Sol. Parker, Pavement, Finsbury
SEARLE, GEORGE, boot and shoe manufacturer, Salmon-lane and St. Anne's-place, Limehouse, and High-st, Bow. Pet. Jan. 28. Feb. 16, at one, at offices of Sol. Barrow, Queen-st, Cheapside
SMITH, THOMAS, draper, Middlesborough. Pet. Jan. 23. Feb. 12, at three, at offices of Sol. Addenbrooke, Middlesborough
SMITH, WILLIAM CLOSE, portmanteau manufacturer, Dalston. Pet. Jan. 30. Feb. 16, at two, at offices of Sol. Aird, Eastcheap, London
SPANSWICK, JOHN KNIGHT, fancy jeweller, Victoria-pk-rd. Pet. Jan. 30. Feb. 16, at eleven, at office of Sols. Chorley and Crawford, Moorgate-st
STAGG, HENRY TROUGHER, music seller, Burton-upon-Trent. Pet. Jan. 29. Feb. 17, at eleven, at offices of Harrison, accountant, Burton-upon-Trent
STONEHAM, WILLIAM, fisherman, Hastings. Pet. Jan. 27. Feb. 14, at one, at Law Institution, Chancery-lane. Sol. Jones, Hastings
STYLES, GEORGE, coal merchant, West Smethwick. Pet. Jan. 29. Feb. 17, at eleven, at office of Sol. Topham, West Bromwich
TAWELL, SAMUEL, and TAWELL, THOMAS WHITE, lace manufacturers, Berners-st, Oxford-st. Pet. Jan. 29. Feb. 13, at three, at office of Sol. Mason, Newgate-st
THOMAS, DAVID, butcher, Brynycelyn Dinas, near Pontypridd. Pet. Jan. 27. Feb. 14, at one, at office of Sols. Simons and Plews, Merthyr Tydfil
TRACY, ANTHONY WINGFIELD, surgeon dentist, Bury St. Edmunds. Pet. Jan. 28. Feb. 16, at three, at Guildhall. Sols. Partridge and Greene, Bury St. Edmunds
TREADWELL, WILLIAM, farmer, Boughton-under-Blean. Pet. Jan. 31. Feb. 28, at eleven, at offices of Sol. Gibson, Sittingbourne
TYRER, RICHARD, metal dealer, Prescot. Pet. Jan, 30. Feb. 18, at three, at office of Sol. Baxter, Liverpool
VAUGHAN, EDWIN, licensed victualler, Bristol. Pet. Jan. 27. Feb. 12, at two, at offices of Sol. Beckingham, Bristol
WEBB, JOHN LANGFORD, cheesemonger, Tottenham-ct-rd. Pet. Jan. 30. Feb. 18, at two, at the Guildhall coffee-house, Gresham-st. Sols. Messrs. Davis, Cork-st, Burlington-gdns, W.
WEILD, DAVID, draper, Derby. Pet. Jan. 27. Feb. 17, at three, at office of Sol. Leech, Derby
WILLIAMS, JOHN PRICE, draper, Liverpool. Pet. Jan. 31. Feb. 18, at two, at office of Rogers, public accountant, Liverpool. Sol. Goffey, Liverpool
WILLINGS, JOHN, boot dealer, Filey. Pet. Jan. 31. Feb. 18, at twelve, at the Old George hotel, Pavement, York. Sol. Scatchard, Leeds

Dividends.

BANKRUPTS' ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Bulkeley, T. fifth, 2½d. Paget, Basinghall-st.—*Crawford*, R. E. F. captain, first, 6s. 3½d. Paget, Basinghall-st.—*Higginson*, F. retired commander R.N. third, 5s. 11d. and 14s. 2d. to new proofs. Paget, Basinghall-st.—*Young*, G. commission merchant, third, 1d. At office of registrars in bankruptcy, 20, South John-st, Liverpool.

Budden, I. R., baker, first, 4s. 1d. At Sol. S. Hobbs, jun., Wells.—*Glover*, J. victualler, 2s. 4½d. At Argyle-chmbs, 34, Colmore-row, Birmingham. At Trust. L. J. Sharp.—*Grey*, W. J. W. victualler, second and final, 2½d. At Trust. H. Bolland, 10, South John-st, Liverpool.—*Hicks*, S. salesman, second and final, 1s. 6½d. At Sols. W. Smith, Weston-super-Mare.—*O'Gorman*, J. H. general draper, second, 1s. At Trust. H. Bolland, 10, South John-st, Liverpool.—*Plews*, G. innkeeper, first and final, 1s. 1d. At Sol. C. Waistell, Northallerton.—*Rouse*, G. H. clerk, second, 4s. 4d. At office of P. Paget, Bankruptcy-ct, Basinghall-st.—*Speirs*, J. bookseller, 2s. 10d. At 84, Cheapside. Trust, E. Saxton.—*Von Bolton*, Carl cigar merchant, first, 10½d. At office of P. Paget, Bankruptcy-ct, Basinghall-st.—*Webster*, E. G. innkeeper, final, 8s. 1½d. At Trust. T. Swaine, Central-chmbs, Barnsley.—*Young*, W. miller, first and final, 1s. 5½d. At Trust. G. Jay, 8, Bank-st, Lincoln.

Orders of Discharge.

Gazette, Jan. 27.

LOWMAN, GEORGE, victualler, the Crown, Basinghall-st

Gazette, Jan. 30.

SUTTON, SARAH, spinster, general agent, Kentish Town-rd, Notting-hill, and Maddox-st, Regent-st

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

GARROLD.—On the 2nd inst., at 17, Windemarsh-st, Hereford, the wife of T. W. Garrold, Esq., solicitor, of a son.
HARDCASTLE.—On the 2nd inst., at 4, Chesham-st, the wife of Henry Hardcastle, barrister-at-law, of a son.
ROYDS.—On the 25th ult., at Brownhill, Rochdale, the wife of Edmund A. N. Royds, Esq., barrister-at-law, of a daughter.
TATTERSHALL.—On the 31st ult., at 23, Upper Woburn-place, Tavistock-square, the wife of Edward George Tattershall, of 9, Great James-street, Bedford-row, solicitor, of a daughter.

DEATHS.

ENGLAND.—On the 30th ult., at Sleaford, aged 49, Charles England, Esq., of the firm of Peake and England.
JENKINS.—On the 22nd ult., at Clifton Court, Clifton, aged 67, William Jenkins, Esq., Q.C., LL.D.
MONK.—On the 29th ult., at 30, Harley-street, aged 71, John Monk, Q.C., Bencher of the Middle Temple, Esq.
RAINES.—On the 28th ult., at Wyton Hall, near Hull, William Raines, Esq., Judge of County Courts, D.L. of the East Riding and J.P. for the East and North Ridings, Yorkshire, and the parts of Holland, Lincolnshire.

To Readers and Correspondents.

C. R. GIBSON.—We extracted the intelligence from the *Surrey Standard*.
A STUDENT.—(1) Can't sit for any place for seven years. (2) Yes.
Anonymous communications are invariably rejected.
All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.

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The Law and the Lawyers.

RUMOURS will be rife for some time to come as to the probable holders of the legal appointments which will fall to the new Conservative Government. It has been thought that the delicacy of Lord CAIRNS' health will deter him from again accepting the Chancellorship, and Lord Chief Justice COCKBURN is generally spoken of as the successor of Lord SELBORNE. As regards the office of Attorney-General in that event—Sir JOHN KARSLAKE becoming, as a matter of course, Lord Chief Justice—Sir RICHARD BAGGALLAY would have the best claim, and either Mr. HOLKER, Q.C., or Mr. FORSYTH, Q.C., will, we imagine, be Solicitor-General.

VOL. LVI.—No. 1611.

BARON AMPHLETT has resigned the office of President of the Legal Education Association. A sub-committee, including some eminent members of the Profession, has been appointed to consider and report upon the draft of a Bill having for its object the incorporation of a General School of Law.

WE report from the Bath County Court a novel point under liquidation proceedings. A receiver of a debtor's estate having been appointed when a sheriff was in possession by virtue of a judgment obtained and execution issued by a creditor, an interim injunction was granted. The receiver claiming to be entitled to possession required the sheriff to withdraw; the sheriff did not withdraw, and the application made to the Judge of the Bath County Court was to commit him for contempt. It was contended on behalf of the sheriff that he was bound to remain in possession until he received instructions from the execution creditor to withdraw. It was asked, if the proceedings fell through what would be his position? Would he not be liable to the execution creditor for any action which he might bring. The Judge found that a contempt had been committed, but as the breach of the injunction was not substantial, and the sheriff was not personally a party to it, simply ordered him to pay his own costs.

THREE decisions of importance with reference to costs, have been given within the last few days. In one case it was held that plaintiffs resident in Scotland and Ireland cannot be compelled to give security for costs, the 31 & 32 Vict. c. 54, having provided a process of enforcing an English judgment in those countries. This was the case of *Raeburn* v. *Andrews*, in the Queen's Bench on the 29th ult. In the same court on the 30th ult. in *Ayres* v. *Lovelock* it was decided that the undersheriff is not a Judge with power to certify for costs under the County Courts Act 1867. Consequently, where on a writ of inquiry in an action of slander less than £10 was recovered, and the undersheriff certified for costs, the master was held right in refusing to tax. The third case to which we refer is *Brown* v. *Rye*, before the MASTER of the ROLLS on the 31st ult. That was a foreclosure suit, the mortgage being to secure £50, and £5 per cent interest. It was contended by the defendant that the plaintiff was entitled only to such costs as he would have obtained in the County Court. Sir GEORGE JESSEL said that the Legislature had created a concurrent jurisdiction in the County Courts, but had placed no restriction on the jurisdiction of this Court similar to that which it had placed on the jurisdiction of the courts of law, and held that the plaintiff was entitled to his ordinary costs.

THE career of few law officers has been so eventful as that of Sir HENRY JAMES. Lifted by his own ability and the favouring gales of fortune from the ranks of Nisi Prius advocates to a prominent position in Parliament—after obtaining a seat on a scrutiny—he passed rapidly from the subordinate law officership to the high position of official leader of the English Bar, as Attorney-General. Opposed on his re-election, he was successful only to find his seat threatened by a petition, the trial of which lasted a fortnight, to terminate in another success for Sir HENRY JAMES. Securely seated once more, the Government of which he is a member dissolves Parliament. Again he is threatened with opposition, but ultimately walks over, only to find that by the verdict of the country his party is condemned to the cold shade of opposition. To have been Solicitor-General and Attorney-General and yet never to have faced Parliament in either capacity is a hard fate, and every member of the Profession must sympathise with the ATTORNEY-GENERAL in this misfortune. It must also be matter for regret that Sir WILLIAM HARCOURT will have no opportunity at present of showing his capacity as a law officer. The extraordinary majority obtained by the Conservative party promises a long tenure of office, and it is impossible to make even a guess as to the period when Sir HENRY JAMES and Sir W. HARCOURT will again assume the offices which they must soon surrender to others.

THE representation of the Profession in the House of Commons has been changed by the results of the general election. We mentioned last week that Mr. Hinde Palmer, Q.C., had lost his seat. He has been followed by Mr. Henry Matthews, Q.C., Mr. West, Q.C., and Mr. Douglas Straight. Mr. Palmer and Mr. Matthews will prove a decided loss, and perhaps Mr. Matthews could least be spared. He is a cultivated lawyer and a keen debater, and he certainly made his mark in the House. Several other lawyers failed to obtain seats—the two leaders of the Admiralty Court, Mr. Millward, Q.C. and Mr. Butt, Q.C., Mr. Swanston, Q.C. and Mr. Cohen, Q.C., and Mr. Morgan Howard and Mr. Biron. On the other hand Mr. Bulwer, Q.C., has supplanted Mr. West, Q.C., at Ipswich; Mr. Morgan Lloyd, Q.C., has obtained a seat at Beaumaris; Mr. Huddleston, Q.C., at Norwich; Mr. H. T. Cole, Q.C., at Penryn; Mr. Forsyth, Q.C., at Marylebone; Mr. C. Hopwood, Q.C., at Stockport; Hon. E. Stanhope at Mid Lincolnshire; Mr. Waddy, Q.C., at Barnstaple; Mr. Serjeant

Spinks at Oldham, Mr. A. G. Marten, Q.C., at Cambridge; and Mr. W. Grantham ejected Mr. Locke King in East Surrey. Literary barristers have lost a representative in Mr. T. Hughes, but Mr. Jenkins, the author of "Ginx's Baby," has been elected. The Conservative member for Chelsea, Mr. Gordon, is a solicitor in large practice in the City of London. We have to record a loss of five barristers, but a gain of twelve. Of these twelve, seven are on the winning side in politics. Mr. Huddleston has been in Parliament before; the others are new men, the most promising for political purposes being, we believe, the new member for Cambridge, Mr. A. G. Marten.

IN the lengthy complicated case of *Jolliffe* v. *Wallasey Local Board* (29 L. T. Rep. N. S. 582), the Court of Common Pleas has done that which we could wish to see a little more often done by our courts. It pronounced an elaborate judgment upon a point where no judgment was necessary for the decision of the case. We therefore regret all the more that we are not able to agree with that judgment. The point was that an Act of Parliament had authorised the construction of a pier and landing stage upon the bed of the river Mersey, and upon "the lands delineated in certain plans." Previously to commencing the works, the defendants were to send in plans to the Admiralty. The plans sent in to the Admiralty showed a much larger space occupied by the works proposed than did the plans deposited mentioned in the Act. However, the Admiralty approved them, and the court has held that this approval of the Admiralty "drew with it," in the words of KEATING, J., "the sanction of the Legislature." We cannot but think that the approval of the Admiralty was *ultra vires*, and that such approval of the second series of plans was intended to be used as a check, to limit the operations of the defendants if necessary, but in no case to extend them. The first series of plans deposited with the Bill, would no doubt be somewhat rough, and in order to provide for this natural defect, limits of deviation "as regards the pier and landing-stage not exceeding 5ft.," were expressly prescribed by the Act. We may notice that an incorrect reading of an Act of Parliament by a public office has lately been set right by the Court of Queen's Bench in the case of *R.* v. *Overseers of Haslingfield*, in which the court confirmed the disallowance of certain fees to justices' clerks which the Home Office, presuming them to be legally due, had sanctioned under Jervis's Act, s. 30, so long back as 1854.

THE office of returning officer at parliamentary elections is generally filled by a solicitor. The post is one of great responsibility, as is abundantly shown by many of the provisions in the Ballot Act of 1872, affecting these officers, and we are therefore glad to be able to state that, with one exception, the arrangements made in the metropolis last week were most complete. The one exception was Hackney, where there was a collapse, several polling stations not being opened until considerably after the appointed hour. The excuse is that there was not sufficient time between the nomination and the polling for the necessary arrangements to be made. The returning officer made every possible effort to repair the mischief when it was discovered. At Chelsea there seemed to be some likelihood of a petition on the score of irregularity, a presiding officer having, it was alleged, gone out of his way to destroy the secrecy of the ballot, by writing the registered number of the voters on the backs of the ballot papers; but this suggestion has not been substantiated. It may be invidious to name the returning officers who appear to have carried out the Ballot Act most efficiently, but Mr. CARR in Finsbury, Mr. FARRER in Westminster, Mr. GRESHAM in Southwark, and Mr. RATCLIFF in the Tower Hamlets were exceptionally successful, and conducted the polling with marked ability and care. When, however, the onerous nature of the work at short notice in a metropolitan constituency is considered, we think a partial failure in one instance should be leniently regarded. Presiding officers ought undoubtedly to be lawyers, and considering how many there are of both branches ready and willing to undertake the work, returning officers have no excuse if they appoint other persons less efficient. There can be no doubt that the polling was most satisfactorily conducted at those stations which were presided over by barristers or solicitors.

IT is perfectly plain that if the Ballot is to be properly worked adequate time must be given to the returning officers in large constituencies to make their arrangements. At present the time is regulated thus: In the case of an election for a borough the election must be fixed by the returning officer not later than the fourth day after the day on which he receives the writ, with an interval of not less than two clear days between the day on which he gives notice and the day of nomination. So that taking the receipt of the writ on the 1st February, the last possible day for notice would be the 2nd; the 5th would be the last possible day for nomination, and the 9th would be the last possible day for the poll in ordinary boroughs. Where it is not known (as in Hackney), until the day of nomination, whether there will be a contest, and the returning officer makes no speculative arrangements beforehand, he is limited to four days for preparing to poll possibly between 20,000 and 30,000 voters. Mr. RATCLIFF, the returning officer of the Tower Hamlets, points out that this is utterly inadequate. He says, in a letter to the *Times*, "The metropolitan returning officers have from the passing of the Act been fully alive to the important and multifarious duties cast upon them, and to the intricate details to be observed if the provisions of the Act are carefully and fully carried out. They have held several meetings thereon, and the question of the limited time allowed between the day of nomination and the day for polling has always been a great source of discomfort, as they knew it amounted almost to an impossibility to make preparation, but they felt it would be useless to attempt to procure an amendment in the law until it could be proved to demonstration that a distinction should be made between boroughs having a small number of electors on the register and those having a large number." Opinion being thus unamimous it is to be hoped that before another election the Act will be amended, as a failure of the machinery of polling must be intensely unsatisfactory to everyone concerned.

A PAPER particularly interesting at the present time was read by Mr. RUPERT KETTLE, before the Law Amendment Society on the 26th ult., on the Law of Conspiracy. He makes some broad propositions—First, that in all cases where the interests of the public are directly affected by the wrong done it is a crime, and the agreement to do the wrong is therefore a conspiracy; secondly, that withholding labour merely for the purpose of increasing its market value by producing an artificial scarcity, is not withholding it upon a criminal motive; but, that if it is withheld in order to stop public communication, or the public supply of water, or of light, so that wages may be raised, as the only means of averting a great public mischief, then the intent would be criminal. Speaking of trades unions Mr. KETTLE makes a remark which is frequently forgotten, namely—"Although modern trades unions are, according to the preponderance of legal authority, no longer criminal combinations, they are still illegal—that is outside the pale of the law. Their rules do not form a binding contract; nor can these societies enter into contracts capable of legal enforcement. Trades union funds are protected from fraud, and certain privileges are conferred upon them by a recent statute; but this only alters the legal status of a trades union to the limit of the enactment, and does not further or otherwise bring these combinations within the legal pale." A third conclusion which Mr. KETTLE draws is that, as it is beyond dispute that agreeing to commit a crime is itself, substantively, the crime of conspiracy, it follows that if any person, although not a servant, agrees with, or counsels a servant to do any act punishable as a crime under the Master and Servant Act, he who so agrees or counsels is guilty of conspiracy. And his practical suggestions for consideration are (1) Whether it is not better, having regard to the position and permanent interest of master and servant, to declare, or, if necessary, repeal so much of our ancient common law as relates to acts in restraint of trade, and to repeal the penal provisions of the Master and Servant Act, instead of incurring the danger of disturbing our criminal polity by attempting to alter the fundamental principles of the law against conspiracy; and (2) whether, as a matter of administration, it is not just that all defendants indicted for conspiracy should have of right all the advantages they can already obtain by removing indictments into the Superior Courts.

GIFTS TO ILLEGITIMATE OR REPUTED CHILDREN.

Re GOODWIN'S TRUSTS.

FOLLOWING close upon the decision of the full Court of Appeal in *Occleston* v. *Fullalove* (29 L. T. Rep. N. S. 785), we have that of Sir George Jessel, M. R., in *Re Goodwin's Trusts* (L. Rep Weekly Notes, 7th inst.). The latter case is of importance, as defining the precise principle on which, in *Occleston* v. *Fullalove*, the Lords Justices overruled the decision of the late Vice-Chancellor Wickens and the opinion of Lord Selborne. The facts of the latter case were these: One Mary Goodwin, by will made in July 1850, bequeathed her residuary personal estate upon trust for Richard Perkins for life, and after his decease upon trust to pay and divide the trust fund unto and between all and every her children by the said Richard Perkins, share and share alike, to be vested interests in sons at twenty-one, and in daughters at that age or marriage. Mary Goodwin was the sister of a deceased wife of Richard Perkins, and had in the year 1849 gone through the ceremony of marriage with him. Mary Goodwin died in May 1860, leaving four children, John Goodwin Perkins, born on the 15th June 1850, two sons who died in infancy, and William Henry Perkins, born in March 1860. The birth of William Henry Perkins was registered by Richard Perkins in April 1860, and the child was described as the son of Richard Perkins and Mary Perkins, late Goodwin. Part of Mary Goodwin's estate having been paid into court, a petition was presented by John Goodwin Perkins, praying that the fund might be paid out on the joint receipt of himself and Richard Perkins. The Master of the Rolls, however, held that the principle of *Occleston* v. *Fullalove*

was that a gift by a testator or testatrix to one of his or her children by a particular person was good if the child had acquired the reputation of being such before the death of the testator or testatrix: and that, therefore, the petitioner was only entitled to payment of half the fund.

It will be noticed that *Re Goodwin's Trusts* was uncomplicated by two circumstances which, it was possible to argue, affected the decision in *Occleston* v. *Fullalove*. In *Occleston* v. *Fullalove* the person in whose favour the decision was made was an existent person, through *en ventre* at the date of the will, and the form of the gift was not merely to the children which the testator might have by his deceased wife's sister, but to those which he might be *reputed* to have. Sir George Jessel is, however, a Judge who may be relied on not to take hair splitting distinctions when there is no substantial difference, and we are pleased to see that whatever may have been his opinion as to the intrinsic soundness of the principle in *Occleston* v. *Fullalove*, he has loyally carried it out in its integrity, as the rule laid down by superior authority. With regard to the principal case we observe that a contemporary has expressed an opinion "that the Judges of Appeal expended an amount of eloquence which would have done credit to any pulpit, or to any writer on the ethics of the sexes, but which with much respect" our contemporary thinks "was altogether out of place in a court of justice." The writer, while admitting that the subject probably could not have been avoided, proceeds to "find fault with the whole course of judicial decisions which have compelled judges to go into these matters at all," and to tell us "that an interesting book might be written on the dogmas—political, social, moral, commercial, even religious, which have at various periods of legal history been pronounced, doubted, and abandoned by the Bench," and that "infallibility in ethics and questions of public policy is not, and never can be, one of the attributes of courts of justice."

We concede to our contemporary all that he could urge as to the fluctuating and uncertain character attaching to the determination of questions which involve considerations of ethics or public policy, and we concede also that in cases where the law or its application to any given state of facts is settled by authority, any reference to the remote causes in the region of ethics through which the law may have originated, or any disquisition on the reasons by which the continuance or maintenance of the law may be defended in a court of morals, would be entirely out of place in a court of law. We affirm, however, at the same time that the period has not arrived, and never will, when considerations of ethics and public policy can be eliminated from among the factors in judicial decisions.

No code or system of positive law can provide for the new developments and infinitely varied combinations of human affairs in such a way as to exclude the necessity for the exercise of the moral faculties of the living interpreters of the law; and as to the "infallibility" which our contemporary speaks of, we all know that it is not to be looked for either in courts of justice or under any condition of human affairs. We deprecate as much as anyone can the substitution of any *ratio decidendi* proceeding on the basis of the judicial conscience for the settled rules of law, and are firmly convinced that the certainty and uniformity enforced by an adhesion to authority are of far more importance in judicial decisions than their intrinsic reasonableness. It must, however, be perfectly obvious that numberless cases occur in which the law is unsettled, and where the only possible standard is the conscience of the judge. That standard, idiosyncratic though it be, and therefore necessarily fluctuating and uncertain, it seems to us as idle to complain of, as it would be to complain that all men are not endowed alike by nature, or that they do not, through education or circumstances, attain precisely the same level. In regard to morals or public policy, no code can do more than prescribe very general rules—the application of those rules must be left to the intelligence and moral sense of the tribunal. Take for example the great *Bridgwater case* (*Egerton* v. *Lord Brownlow*, 21 L. T. Rep. O. S. 306), and we ask could any code be expected to anticipate the limitations and conditions contained in the Earl of Bridgwater's will, by laying down rules which would have obviated the long discussions and conflicting opinions in that case as to whether the conditions there in dispute did or did not contravene public policy? The objection of our contemporary is in substance that of Bentham to judge-made law. We incline rather to agree with the late Mr. Austin when he says (1 Jurisprudence, 224): "I by no means disapprove of what Mr. Bentham has chosen to call by the disrespectful, and therefore, as I consider, injudicious, name of judge-made law. For I consider it injudicious to call by any name indicative of disrespect what appears to me highly beneficial and even absolutely necessary. I cannot understand how any person who has considered the subject can suppose that society could possibly have gone on, if judges had not legislated, or that there is any danger whatever in allowing them that power which they have in fact exercised, to make up for the negligence or incapacity of the avowed legislator. That part of the law of every country which was made by Judges has been far better made than that part which consists of statutes enacted by the Legislature. Notwithstanding my great admiration for Mr. Bentham, I cannot but think that instead of blaming Judges for having legislated, we should blame them for the timid, narrow, and piecemeal manner in which they have legislated, and for legislating under cover of vague and indeterminate phrases."

THE WORKING OF THE BALLOT.

VERY many letters have been written to the newspapers upon the mode adopted by returning officers in taking the ballot during the recent elections, and there appear to be some points upon which doubt exists. To remove those doubts is a matter of considerable importance.

Before we notice the practical matters which are regulated by the Ballot Act, we must make a preliminary observation upon the part which is played by the public in this new process of voting, and we must say, judging from actual experience at the polling booth, that it is extraordinary how stupid the most "highly educated" classes of the population seem to be in carrying out a plan of voting which in itself is so admirably simple and so much less troublesome than the old system of open voting. In two cases brought to our attention clergymen of the Church of England actually signed their names to the ballot paper. Many other well-to-do and aristocratic personages tendered their open papers to the presiding officer and wanted to know what they were to do next; whilst others loudly demanded papers for the purpose of voting for particular candidates. In the majority of cases, where great simplicity was manifested, there was evident amusement at the easy and completely secret mode of recording a vote, whilst many persons appeared to regret that there was not more to be done or said, and some shouting to be gone through. On this head it is our opinion that presiding officers are apt to be too reticient. There can be no possible harm in giving oral information to puzzled electors, and it is surely better to run a little risk than allow votes to be thrown away for want of a timely suggestion. Our experience is that an attentive officer can facilitate the voting considerably and save many a ballot paper from being rejected if he has the courage and tact to deal with all alike, and that the agents of the candidates are officials of whom there is not the slightest reason to be afraid.

Now as regards the actual working of the ballot. There ought to be no necessity for instructions such as has been suggested by correspondents of the newspapers on the opening and closing of the polls. Ballot papers should be obtainable at eight o'clock; no ballot papers should be issued after four. A person signing himself "Lex" inquires whether all voters in the room at the hour of closing are entitled to vote. This is an absurd suggestion. By stopping the issue of ballot papers at the hour of closing the ballot is closed—those papers which are already issued should of course be marked and put in the ballot box. We agree indeed that it may seem hard that the voters are excluded because all persons in the room cannot obtain a paper instantly; but the conditions of polling are known, and those who choose to delay until the clock is about to strike the last hour, must be aware that they imperil their vote, and the construction of the Act is not to be strained to meet such cases. "Lex" says that he has asked "half-a-dozen presiding officers" the question, "What is to be considered the closing of the poll?" and none could answer him. He must have been extremely unfortunate in his acquaintance. Any officer who had thought at all about the subject—and no one should have undertaken the duty without thinking over every detail—would have had the obvious answer ready; and every returning officer up to his work would have issued the necessary instructions to his deputies, so as to secure uniformity of practice.

A more important question is, What is an irregularity in the mode of filling up the ballot papers sufficient to entitle the returning officer to reject the votes. The cardinal rule established by the Act, as pointed out by a gentleman writing from Lincoln's Inn is, that where the returning officer has no reasonable doubt for whom the votes are intended, and there is nothing on the paper to identify the voter, he is bound to allow the paper as good. It is perfectly clear that if the voter signs his name, or put his number on the register on his paper, or votes for more candidates than there are vacancies, or makes his mark across a dividing line, the paper is absolutely bad. But if he puts his mark anywhere opposite to a name, or by any symbol unmistakeably indicating for whom he intends to vote, the paper must be accepted.

These are matters of detail which should be agreed upon or definitely settled by authority. A more important matter, in our opinion, is the condition of the registers. Our experience is that the registers by which the balloting is checked are too frequently grossly defective. Several correspondents have declared in the newspapers that being on the register twice for properties or premises situated in different parts of the same borough they might have voted for the same candidates twice at different polling stations. Too much care cannot be given to this matter—and all that is wanted *is* care on the part of those entrusted with the revision of the register. Some persons having property sufficient to give several votes are apt to entertain the idea that they may vote more than once, and many electors would do so in ignorance and without any intention to violate the law. Double voting, however, would be a serious evil and the greatest vigilance should be exercised to render it impossible.

The great and serious drawback to the ballot appears to be the delay entailed by the tedious process of counting the ballot papers. That the result of an election should not be known for twenty-four hours after the close of the poll is a decided defect in the system and we doubt very much whether it will be tolerated. We do not see why there should be any objection to the papers being counted and examined by the presiding officers at the respective polling stations. The agents of the candidates would be present, and with an efficient staff of clerks the work might be got through very rapidly, and the returns with the ballot papers sent to head quarters. The Town Clerk of Bath counted 4865 ballot papers in three hours, so that the result was announced by seven o'clock, and only eight officials were employed in counting. Mr. John Stone, the town clerk in question, should make known his system. It is certainly a reproach to a city like London that the result of a contest should not be known for certain until nearly thirty hours after the close of the poll.

There is no intelligible reason why the ballot should not be worked expeditiously and with perfect success. There ought to be no doubt what the closing of the poll means—supposing there to be any at present—nor should it be open to returning officers to take fanciful objections to ballot papers. We have learnt our first lesson in a general election. In several constituencies more voters have polled than ever polled before, which is a decided recommendation of the system, and on the whole there is every reason to anticipate that Parliament will make it a permanent institution.

THE COMING ELECTION PETITIONS.

MANY of the misdeeds of the past fortnight connected with the general election will doubtless soon be arraigned before the election Judges, and it will not be amiss, perhaps, if we remind the Profession of the nature of the case which has to be established before an election can be invalidated.

Anything which actually interferes with the freedom of election is a ground for declaring it void. Thus we remember in the *Nottingham* case, before a committee of the House of Commons, it was a question whether the "lambs" had actually prevented voters from going to the poll by the terror which they excited. This is a form of intimidation more likely to come into prominence as the working population begin to take greater interest in politics under the ballot; it is indeed the only certain mode of ensuring that undue influence has its effect upon the result of the election. The enactment on this subject is that every person who shall directly or indirectly, by himself or by any other person on his behalf, make use of or threaten to make use of any force, violence or restraint, or threaten the infliction by himself, or by or through any other person, any injury, damage, harm, or loss, or in any other manner practise intimidation upon or against any person in order to induce or compel such person to vote or refrain from voting, or on account of such person having voted or refrained from voting at any election, or who shall by abduction or duress, or any fraudulent device or contrivance, impede, prevent, or otherwise interfere, with the free exercise of the franchise of any voter, or shall thereby compel, induce, or prevail upon any voter to give or refrain from giving his vote at any election, shall be deemed to have committed the offence of undue influence. And it has been held that though no damage, harm, or loss, be sustained by the voter, if the doing of the act inflicts loss on the other side it is within the statute. Therefore as to

Undue Influence

We may say that an election will be vitiated

By mob violence.

By the violence of individual partisans.

By spiritual intimidation.

By threatening withdrawal of or withdrawing of custom.

By threat of eviction by landlord.

By threats by fellow workmen of ill-treatment or expulsion from place of employment.

By dismissal from employment.

As to withdrawing custom it has been a subject of judicial doubt whether a lady looking at a box of ribbons, and on learning the politics of the tradesman refusing to purchase, would be undue influence. We need hardly say that in the case of the intimidation of single voters, the agency of the person exercising the influence must be proved; but in the case of general riot or violence it is a question of degree, and it must appear that the result was affected. Where the majority is a large one, and the rioting has not been extensive, the return would not be avoided.

It would seem hardly necessary to say very much about

Bribery.

But it has taken so many forms that some questions may arise as even to the limits which kindness and benevolence may reach before offending against the law for securing free elections.

The act must be corrupt.

[Which means that the man who does it knows that he is doing what is wrong, and doing it with an evil object.]

The Judges have cast upon them the difficult duty of judging of intention, and very great difficulty has been experienced in deciding upon the motive with which hospitality has been dispensed or employment given. One good illustration is furnished by the request of a candidate to an elector to come some distance to vote. There is no implied promise to pay travelling expenses. The payment of travelling expenses has been held to be bribery, but a request to come and vote simply, holds out no inducement. Promises must be intended to influence the vote.

The prominent instance in which a corrupt intent will be implied is where money or its equivalent is given to a voter without any consideration. But even here the mere fact of the recipient being a voter will not be conclusive; it will be open to the candidate or his agent to show that the payment was innocent.

Bribery by strangers has assumed an important position under recent decisions. By receiving a bribe a voter loses his status, just as a candidate loses his by giving one. The vote of the corrupt voter may be struck off on a scrutiny, and although the candidate and his agents knew nothing of any corrupt practice, the majority may melt away before a petition which the respondent defends as being in his opinion wholly groundless. The evidence to impeach the return in this way, however, must be cogent. Bribery, therefore, may take the form of:

Payment to induce the voter to vote.

Offering money to induce a voter to vote.

Employing electors for reward.

Payment of voters for loss of time.

Corrupt payment of rates.

Corrupt payment of barristers' court money.

Buying the influence of another candidate.

Payment of travelling expenses.

Charitable gifts (a question of degree).

Payment to induce personation.

It is immaterial how long before an election the consideration for the vote was given. It will be regarded as having influenced the voter.

There is nearly as much difficulty in deciding upon what amounts to

Treating.

The statute speaks of corruptly giving, or providing, or causing to be given or provided, or paying expenses incurred for any meat, drink, entertainment or provision, in order to be elected, or to induce a voter to refrain from voting. Treating may be either before or after the election—if treating subsequent is relied upon, a previous understanding must have existed. The mere giving refreshment is not in itself a corrupt act, although punishable under the statute, but if it be given to influence votes, or to gain popularity, it is corrupt, and a single act of this kind done corruptly by an agent avoids the election.

General treating is the supply of refreshments in such excessive quantities with reference to the election as to produce a general corruption of the constituency. In this case the election would be void at common law, even if no agency were proved.

A question of the first magnitude with reference to corrupt practices, is of course that of

Agency.

Very concise and clear expositions of the law as far as it can be considered to be established on any plain principles will be found in the work of Messrs. Leigh and Le Marchant, which we review to-day (in chap. 2), and also in a treatise by Mr. F. O. Crump, in Cox and Grady's Election Law. From the former we take the following passages:—

An agent is a person authorised by the candidate to act on his behalf in affairs connected with the election, and the candidate, as regards his seat, is as liable for acts committed by his agent as if he himself had been personally concerned therein; although the agent may not only have exceeded the authority committed to him, but have acted in opposition to the express commands of the candidate. So extreme, in fact, is the liability of the candidate for his agent, that the relation between them is not analogous to that existing at common law between principal and agent.

The candidate is answerable for the acts of his agent in the same way as a master is answerable for the acts of his servant done in the course of his employment, whether lawful or not, notwithstanding a prohibition may have been given to him by his master.

A candidate has been held answerable for acts committed by a person employed in a subordinate capacity by the agent for the purposes of the election on his own responsibility to the same extent as if those acts had been committed by the superior agent himself.

Besides the agent for election expenses, there are other paid persons whose names would appear in the detailed statement of election expenses under 26 & 27 Vict. c. 29, s. 4.

The mere fact of their names appearing in that statement as paid by the candidate for the purposes of the election would probably be held as sufficient evidence of their agency, unless they were merely employed and paid in some subordinate capacity such as that of a messenger or bill-sticker, &c. The candidate may be bound also by acts committed in the course of the election by other persons on his behalf, though not named in the election accounts and unpaid.

A man's wife, if she interfere in the election, is *ipso facto* his agent. Hastings, Judgments, 235.

Any act, however trifling, is evidence of agency, and an aggregate of isolated acts will by their cumulative force constitute agency; though no one of them alone, if severed from the others, might be conclusive.

Exempli gratiâ:—

1. Being a member of the committee.
2. Canvassing alone, and with or without a canvassing-book.

3. Canvassing in company with the candidate.
4. Attending meetings and speaking on behalf of the candidate.
5. Bringing up voters to the poll.

From the latter work we extract the following:—

The words used in the Corrupt Practices Act to denote acts which are to affect a member's return are these, "by himself or by any other person on his behalf." In one of the first petitions tried before a Judge (the *Norwich Petition*, 19 L. T. Rep. N. S. 615), the effect of these words was considered, and Baron Martin held that they included any person for whom in law the member was responsible, whether he be an agent directly appointed by the member, or whether he be an agent by reason of the construction which has been placed upon the Act of Parliament—a construction which, his Lordship remarked, is to some extent binding on the Judges. The contention of counsel for the respondent in that case was that the respondent could not be held responsible for an act to which he was not privy. This contention was at once disposed of, and without citing further authority—and every petition tried is an authority on this point—it is to be taken that the candidate must suffer the consequences of the acts of every person for whom he is legally responsible.

The important question which we have now to consider is what constitutes an agent. And in the first place it should be observed that it was held by Mr. Justice Willes, in the *Windsor Petition* (19 L. T. Rep. N.S. 613), that mere employment does not constitute agency, and that therefore bribery by a messenger unauthorised to canvass did not affect the election. Payment for services, indeed, is not an element in the matter at all, for it was held by Mr. Justice Blackburn, in the *Bewdley Petition* (19 L. T. Rep. N. S. 676), that it is not necessary that an agent should be paid in order that his act should affect a member's seat. But agency is not established by the mere fact of a person's name being on the published list of the committee (20 L. T. Rep. N. S. 24). Mr. Justice Willes there said, however, "If I find a person's name on a committee from the beginning, that he attended meetings of the committee; that he also canvassed, and that his canvass was recognised so far as it went, I must require considerable argument to satisfy me that he was not an agent within the meaning of the Act of Parliament."

So much for negative decisions. Now, as to affirmative, we have the high authority of Mr. Justice Willes for saying that no distinction is to be drawn, as regards agency, in cases of bribery, treating, and undue influence (23 L. T. Rep. N. S. 990). His Lordship was at first disposed to exclude treating from the acts done by an agent which should avoid the election, but his conclusion was that the 36th section of the Act must be read literally. Therefore all the corrupt practices stand upon the same footing as regards agency. In the *Norwich Petition* (*sup.*) we have the strongest evidence of agency, for there the learned Judge held that the agency of a particular individual had been proved "up to the hilt." Three persons stated him to be a canvasser. It was proved that he canvassed in the company of the son of the sitting member, and that on the afternoon of the day of polling he went to a publichouse and bought votes. Further, as to canvassing, Mr. Justice Willes, in the *Guildford Petition* (19 L. T. Rep. N. S. 729), said (p. 732) "as a rule agency to bind the member would be agency to canvass or to procure votes on his behalf."

Now arises the question what is authority to canvass?

In the *Windsor Petition* (*sup.*) Mr. Justice Willes said, "an authority for the general management of an election would involve an authority to canvass." And in making that observation his Lordship remarks that he purposely used the word "authority" and not "employment," because he intended to refer to persons who were not paid for their services. It is quite clear, of course, as remarked by Mr. Justice O'Brien in the *Londonderry Petition* (Printed Judgments, Part II., p. 252), that no mere supporter of a candidate who chooses to ask for votes, and to make speeches in his favour, can force himself upon the candidate as an agent. In the *Westbury Petition*, Mr. Justice Willes said the act done to affect the candidate must be done by his procurement, and held it immaterial whether a desire that a person should canvass be expressed or implied, by words or by actions. And the learned Judge, in that case, gave a definition of canvassing. "Canvassing," he said, "may be either by asking a man to vote for the candidate for whom you are canvassing, or by begging him not to go to the poll, but to remain neutral and not vote for the adversary. No distinction can be drawn, except in the amount of favour, between voting for a man and abstaining from voting for his adversary. That such is the law appears from the 17 & 18 Vict. c. 102, which places on the same footing inducing a man to vote at an election and inducing a man to abstain from voting."

The question What is agency? was much discussed in the *Staleybridge Petition* (20 L. T. Rep. N. S. at pp. 76, 77), especially with reference to the acts of volunteers. One of the counsel there urged that the responsibility of the candidate should be limited in the case of volunteers,—that the petitioners should be bound to show some authorising on the part of the candidate to the persons whose acts are sought to be made available against him. In his judgment, Mr. Justice Blackburn considered the arguments addressed to him, and went fully into the matter. And first he noticed a mode of constituting a person an agent, which he had held in the *Bewdley* case to be most effective, that is, so as to make the candidate responsible not only for the acts of the person so appointed, but for the acts of those whom that person might employ as his agents. Sir R. Glass put money into the hands of a person at Bewdley, and exercised no supervision as to how it was to be expended, simply giving directions that it should not be expended illegally. The Judge came to the conclusion that there was such an agency established as to make the candidate responsible to the fullest extent. The evidence did not go so far as this in the *Staleybridge* case, but the learned Judge held that the mere act of taking the committee rooms by the volunteer committee amounted to evidence that the sitting member and his people did request those committees to bring up voters when they could, and consequently that the persons who, joining those volunteer committees, went and fetched voters, were in one sense employed by the sitting member to bring up voters.

In this same case, Mr. Justice Blackburn takes occasion to say that he does not think the principle that a person employed to canvass makes the candidate responsible for his acts, laid down by Mr. Justice Willes in the *Windsor* case, can be accepted as a hard and fast rule. "As a general proposition," he said, "that would go a great way towards saying who is an agent, but I don't think we can take it as an absolute hard and fast rule, on which we can say that wherever a case of corruption has been brought home to a person who was within the limit, the seat should be vacated. The effect of that would be to say that wherever there were volunteers who were acting at all, and whose voluntary acting was not repudiated by the candidate or his agents; wherever, in fact, a person came forward and said, 'I will act for you and endeavour to assist you,' and the candidate or his agent said, 'I am very much obliged to you, sir;' any corrupt or improper acts done by the volunteer, although unconnected with the member, would render the election void. At present," his Lordship added, "I cannot go further than to say that each case must be considered upon the whole facts taken together, and it must be determined in that way whether the relation between the person guilty of the corrupt practice and the member was such as to make the latter fairly responsible for it." This is equivalent to saying that no general rule can be laid down on the question of authority by implication; but his Lordship said, later on, that in drawing the inference the reason of the rule which makes a candidate responsible for the unauthorised acts of his agents should be borne in mind.

It seems to be agreed by all the Judges that in considering the question of agency the nature of the acts done by the alleged agents are most material. In the *Staleybridge* judgment, from which we have been quoting, Mr. Justice Blackburn said that "whenever it appears that the things are numerously done it would go very far to show that the agents did come within that principle upon which the law is founded, viz., that they were persons, the benefit of whose foul play the member was to get, and therefore it would be right that he should forfeit his seat in consequence." The same learned Judge further considered this question in the *Hastings Petition* (21 L. T. Rep. N. S. 234). His Lordship there says: "I have frequently had it in my mind that there is great difficulty, in strict logic, in making the agency of a person dependent upon the extent of the corrupt practices committed by him. It does seem that in strict logic, if a man would be an agent if he was shown to have corrupted one hundred people by paying them £5 a-piece, then if he corrupts only a single man by giving him a single glass of beer, he ought to be regarded as an agent equally. There is no doubt, in strict logical language, you will find a difficulty in making the distinction, yet I cannot but feel that, in administering justice and in administering the law in such a way that it would be tolerable, one must make some distinction of that sort. There is the same thing that constitutes a man an agent in the one case present also in the other case; but I cannot but feel that where the case is a small isolated solitary case, it requires much more evidence to satisfy one of agency than would otherwise be necessary. If a small thing is done by the head agent .... the agent for the election expenses, I think that would have upset the election; and if small things to a considerable extent were done by a subordinate person, comparatively slight evidence of agency would probably have induced one to find that he was an agent."

This may be taken to be the view adopted by the election Judges, and having disposed of the mode in which an individual agent may be constituted, we will proceed to the question of the agency of associated supporters.

In the *Westminster Petition*, at page 246 of 20 L. T. Rep. N. S., Baron Martin deals with the point, observing that he could not suppose that where an association of persons numbering 600 or 700 members chooses to call itself a committee, therefore they become the agents of a candidate for the purpose of making him responsible for a wrong act or an illegal act done by them. And subsequently he defined a committeeman. "The committeeman," he said, "whom I mean, and for whom I would hold Mr. Smith responsible, is a committeeman in the ordinary intelligible sense of the word, that is to say, a person in whom faith is put, and for whose acts he is responsible." Nothing more need be said as regards this, we having noticed the subject of the agency of political associations incidentally in discussing the *Wigan* and *Taunton* cases under "Candidate and Agent." Suffice it to say that it must be taken as established that there is no partnership privity between the parties subscribing to a political association; nor does the fact of subscribing confer any authority upon the person who manages it to make them responsible for an illegal act done by him.

We have now to consider at what point an agent ceases to be an agent, so as to make a candidate responsible for his acts. And, in the first place, it is to be noticed that treachery will deprive an agent of his capacity as such. This was expressly pointed out by Mr. Justice Blackburn in the *Stafford Borough Petition* (21 L. T. Rep. N. S. 212). He said, referring to the proceedings of one Machin, "If the evidence was to the effect that Machin, though he was then a paid agent of Colonel Meller, was at that time planning to betray Colonel Meller, that it was what is called a plant, then I do not think that Machin could any longer be considered an agent of Colonel Meller, so that his acts would vacate the election. I wish to point out the distinction which I make, that according as the law stands at present, if a member employs an agent, and that agent, contrary to his wish, and contrary to his directions, commit a corrupt act, the sitting member is responsible for it; but when he employs an agent, and the agent treacherously or traitorously agrees with the other side, then if he does a corrupt act it would not vacate the seat, unless it is proved that the corrupt act was at the special request of the member himself or some untainted and unauthorised agent of the member who directed the act to be done." His Lordship was very particular upon the point, for he added, "The distinction is pretty obvious, and I mention it to avoid any difficulty or doubt that there might be hereafter, from its being supposed that I have said anything more than I do say; I say if Machin was a treacherous agent he loses the power of upsetting the seat by reason of his unauthorised acts of corruption; it would require actual proof of authority in order to make it so. It is a very different affair if a man being an agent has been tricked by the other party into committing a corrupt act, he himself honestly still intending to act as an agent."

Express authority will, of course, recreate an agency which has lapsed or been annihilated. As above, it will do away with the effect of treachery; and in the case of corrupt acts done after the election, the agency, having ceased with the close of the election, may be revived by express authority, so as to constitute the person an agent, and thus to affect the return. "The agency at the election," said Mr. Justice Blackburn, in the *Norfolk Petition*, "which was solely from the canvassing before the election, expires with the election. Whether or no a person who had been requested to canvass would be an agent whose misconduct would avoid the election, would depend upon the evidence; but unless there is something to show continuing authority, that person could not, if he had given a feast ten days after the election, by that act upset the election."

Further, and lastly, it is perfectly clear that where there is a coalition between candidates, each becomes the agent of the other. The limit of this agency is shown in the *Norfolk Petition* before referred to. Here we conclude the consideration of the very difficult question of agency. Notwithstanding the diffidence expressed by all the Judges in dealing with it, and their doubts concerning the various attempts which have been made to define it, we do not conceive that there will be much difficulty in dealing with the next batch of petitions by the light of the judgments which we have been examining.

LAW LIBRARY.

The Election Manual: a Concise Digest of the Law of Parliamentary Elections. By L. P. BRICKWOOD, M.A., and HERBERT CROFT, M.A., Barristers-at-Law. London: Virtue, Spalding, and Daldy.

The Law of Elections and Election Petitions. By Hon. CHANDOS LEIGH, M.A., and HENRY LE MARCHANT, M.A., Barristers-at-Law. Second edition. London: Davis and Son, Carey-street, Lincoln's-inn.

IT is most unfortunate when an unexpected event causes a number of books on a legal subject to be hurriedly pushed through the press. We last week noticed Mr. Hardcastle's edition of "Bushby," which bore evident traces of haste. The authors of the first of the two above-mentioned manuals admit that their "endeavour to comply with the exigency of the moment leaves them with too little time at their disposal for satisfactory revision and correction." The second on our list, being a second edition, was less liable to errors arising from hasty execution or publication.

Had Messrs. Brickwood and Croft thought over the matter, we do not think they would have given their work the title which it now bears. It is most decidedly not a digest of the law of Parliamentary elections. It is a digest, but by no means a concise digest, of the law relating to corrupt practices at parliamentary elections. According to the table of contents, which is perfectly accurate, the work treats of corrupt practices only—the position of a candidate and his agent, of bribery, treating and intimidation, dealing separately with "conduct money—conveyance," the meaning of "corruptly," and "costs."

However, disregarding the misnomer, we have to recognise in Messrs. Brickwood and Croft careful and intelligent students of the judgments of the election judges. These judgments furnish material for a treatise easy to be moulded and capable of being made into a systematic and scientific code of principles. We should have been glad had our authors attempted such a code, instead of heaping up quotations from the judgments; but it would have been a task of some difficulty, and would certainly not have been completed so as to be available in the trial of the petitions which are certain to be presented before the end of the month. We will notice, however, a few of the conclusions at which our authors arrive.

Agency: "Thus we may take it that the doctrine of the liability for the unauthorised and even for the expressly prohibited acts of his agent has received the approbation of the present tribunal for the trial of election petitions after full and deliberate consideration, and may be considered definitely settled:" (p. 11).

The authors cite a great many dicta as to to what constitutes an agent, but wisely refrain from attempting any general definition.

Bribery: The authors draw no conclusions, nor do they classify bribery as found in the various cases. The principles are buried in pages of judgment.

Conduct money: Conveyance.—Here again we have pages of judgment, but no clue to the prevailing principle.

The same remark applies to the question when costs should be given to the successful party.

Undue Influence: Our authors give us the intention of the Legislature in enacting the 5th section of the Corrupt Practices Act 1854. It was "obviously to secure, as far as human agency can do so, absolute freedom on the part of electors from all improper influences which might operate upon their minds in the exercise of the franchise; and where it can be proved that this 'vital principle' has not been maintained by reason of some *vis major* operating to any considerable extent, it will follow as a necessary consequence that the election cannot be upheld." The expression "operating to any considerable extent" is rather vague, and is hardly in accordance with the views of Mr. Justices Willes and Mr. Justice Blackburn. Any undue influence by an agent which causes a vote to be given in a way other than that in which it would have been given invalidates the return.

Treating is dealt with by citation of judgments, and no attempt is made to deduce principles or classify cases. We do not see, therefore, that we can say very much in favour of the work. The extracts are undoubtedly correct, but they will be found difficult to handle in practice, notwithstanding the index. Had there been sub-headings or side notes, or anything in the way of subdivision or classification, the work might have been useful. We very much doubt its practical value in its present shape, and we trust that, should it reach a second edition, its form will be altered.

Messrs. Leigh and Le Marchant have erred if at all on the right side. In a work of smaller dimensions than that of Messrs. Brickwood and Croft, they have combined with definitions of corrupt practices practical directions as to presenting, conducting, and withdrawing petitions, and they give in addition all the statute law. A very important chapter is devoted to the subject of "Scrutiny," dealing with the various grounds upon which votes may be struck off, making great use of the *Oldham case* before Mr. Justice Blackburn, which is an excellent precedent. This work is arranged in such a way as to give the established principles in lucid order, and so as to be understood almost at a glance, being deeply indented with italic side heads and marginal notes.

We observe that the authors of both these works avail themselves largely of the reports of the election petitions in the LAW TIMES Reports; and without any partiality we believe that those reports will be found the only reports to be used with advantage, as they set out the full statements of fact in each case. The reports commence in vol. xix., and end with vol. xxii.

SOLICITORS' JOURNAL.

WE are glad to be able to inform our readers that the negotiations which have for some time past been going on between the governing bodies of the Incorporated Law Society and the Metropolitan and Provincial Law Association, will in all probability be shortly closed in a manner that will be satisfactory to the societies, and, indeed, we may say to the Profession at large. The accomplishment of so desirable an object as their amalgamation will not only lead to a very considerable strengthening of the older society in point of numbers, but it will involve that which is of the greatest importance, namely, the holding of occasional provincial meetings. The Profession will be glad to hear that steps were some time since taken with a view to the election of extraordinary members of the council under the supplemental charter, and it is to be regretted that while the presidents of ten country societies were nominated, two only were found to possess the necessary qualification. As regards the proposed amalgamation, we are sorry that we cannot inform our readers of the names of the prime movers in the negotiations which have taken place on this important subject.

A QUEER little paper called the *Criterion* which is published at Hull announces that an application is to be made that Hull may be created a legal centre, under the Judicature Act. The operation of the Act is thus sketched: "The advantages to be gained from such a step are numerous both to the local members of the legal profession and to the general public, the only sufferers under such a reform being the London attorneys, who act as agents to our country practitioners. Briefly summarising the proposed changes, we shall find the following results: a large portion of legal business now necessarily carried on in London can be transacted in Hull; legal proceedings will be considerably facilitated and cheapened, a great deal of time and money saved, and poor Hamlet's 'law's delay and insolence of office' (?) may become, if not things of the past, at any rate mere figures of speech serving only to remind us of the unsatisfactory condition of things from which we have happily escaped. District Registrars are promised in such places as shall be constituted 'centres,' from whom writs of summonses for the commencement of actions in the High Court of Judicature can be obtained, and before whom all necessary proceedings may be taken and recorded until the case is ripe for trial. Our registrar will rejoice in a seal, and have, besides, sundry powers to administer oaths and such other duties in respect of proceedings awaiting trial in the High Court. From the writ of summons, the very commencement of an action, down to, and including, entry for trial, every step may be taken before him. Every Hull lawyer will be his own agent; and every man's business expedited—'A consummation devoutly to be wished.' Earnestly we trust that our town's petition may be granted."

So far as we have been able to ascertain, the following solicitors have been elected to serve as members of Parliament in the new House of Commons:

Mr. Freshfield	Dover.
Mr. G. B. Gregory	East Sussex.
Mr. C. E. Lewis	Londonderry City.
Mr. G. Leeman	York City.
Mr. G. Golding	Chippenham.
Mr. W. Gordon	Chelsea.
Mr. J. Dodds	Stockton.
Mr. McCarthy Downing	Cork County.

And there are some others still in the field as well for Ireland as England. We think, in view of recent legislation that Mr. Disraeli with his large surplus may well relieve solicitors from the payment of the annual certificate duty, and the claim ought to be advanced by our representatives in the House.

MR. JOSHUA WILLIAMS addressed some very sensible observations to the Birmingham Law Students' Society last week. In the first place he disposed of the notion that a lawyer's education can ever terminate. "A man," said Mr. Williams, "would go on studying to the end of his days if he were worthy of the name of a lawyer," therefore he advised them to study on; "but let not the work be too hard." Too many gentlemen imagine that when they are out of their articles, and have passed their final examination, they have attained all that should be attained by a solicitor in the way of education. Doubtless, as Mr. Farrer very properly observed when one of the spokesmen of the deputation of the Legal Education Association to Lord Selborne in 1873, solicitors have not the time for studying the refinements of the law—for these they must go to the barrister, who has the time and opportunity

for such study. But the broad general principles of the law should be known to solicitors, and, whenever possible, studies should be kept up. We don't for a moment underrate the difficulty in the way of a practising solicitor desiring to retain and keep fresh his knowledge of law, but in proportion as these difficulties do not arise study should increase. Under the Judicature Act it will be more than ever essential that solicitors should have a good general knowledge of law. Mr. Williams also made some observations on the administration of law and equity which are somewhat novel and may startle the uninitiated. "Common law," he said, "which originated in a system of harsh dry hard rules, was administered in a much more liberal spirit than were the rules of equity which originated in liberal principles. The popular notions of equity are quite mistaken —technicalities prevail even more than at common law; consequently the fusion of the two jurisdictions, and the removal of the many anomalies which are born of rigid technical rules must prove of enormous advantage." But whilst approving of this fusion Mr. Williams was careful to say that the great principle of division of labour should not be lost sight of. "His opinion was that the law was far too great for any man to be acquainted with the whole of it." He would like to have things arranged so that "every man's suit should be relegated to that court which was best qualified to deal with the points involved." The difficulty about this is that there would not be enough work of each kind to keep separate courts occupied, and it would be almost impossible to break up the High Court into sections according to the nature of the causes in the list. Finally, Mr. Williams warned lawyers against communism, and as regards taxation, he said, "it would be a bad thing for lawyers if all the taxes were paid by those who had property, and all the laws made for those who had none." So probably most lawyers thought who voted for the "safe party" in the recent elections.

THE Birmingham Law Society's Report for the past year, recently issued, is one of some interest. It deals, amongst other things, with the Judicature Act, remarking that its beneficial operation will depend upon the rules of practice and procedure now in course of preparation. The committee, however, are not unanimous in opinion as to the practical value of the District Registry Clauses, but they agree that for some time to come large powers of removing proceedings to the London or other registries, at the instance of defendants must be accorded, to prevent delay, inconvenience and, in many instances, expense. The report also deals with Tribunals of Commerce, and remarks that the committee considers it undesirable to establish any special tribunal for the trial of commercial cases, being of opinion that if the ordinary tribunals are not competent for the work, their procedure should be improved. On the subject of legal education, the committee, whilst fully recognising the existing defects of the system, do not assent to the proposition that the only remedy is to be found in a system of lectures, there being a difficulty in obtaining competent lecturers, and paying them properly. The committee look forward to legal sanction being soon given to the principle of remuneration to solicitors by commission, and finally, as to the organisation of the Profession, urge country solicitors to join the Incorporated Law Society.

A COUNTRY firm of solicitors write to us alleging that their London agents account for delay in taxing a bill of costs arising out of a suit in Chancery, on the ground that there are only six taxing masters, the amount of whose work is so great that there is a perfect block of business in these offices, and asking us to call attention to the matter. We can only say that we have discussed the subject over and over again in our columns, and urged the necessity of appointing additional masters, who should be solicitors of long standing in the Profession, specially qualified by a long experience of Chancery business. It is idle to suppose that the present staff in the Chancery taxing offices can either with credit to themselves or satisfaction to the Profession, cope with the enormously increased amount of business which is now being daily taken into these chambers. Nothing is more in the interests of the Profession in these days than that every kind of legal business should be dealt with expeditiously, and we should indeed be glad to hear that, for the convenience of solicitors and in the interest of the public, two additional masters are to be appointed.

THE following lectures and classes are appointed for the ensuing week, at the Law Institution, for the instruction of students seeking admission on the Roll of Attorneys and Solicitors: Monday, 16th Feb., class, 4.30 to 6 p.m., Conveyancing; Tuesday and Wednesday, ditto; Friday, 20th Feb., lecture, 6 to 7 p.m., Common Law.

RULES OF PRACTICE AND PROCEDURE TO BE FRAMED UNDER THE JUDICATURE ACT 1873.

MR. G. M. DOWDESWELL read a paper on this subject at the Law Amendment Society's meeting on Monday last. Mr. Joseph Brown, Q.C., was in the chair.

Mr. Dowdeswell said: "I do not think it is incumbent on me to offer any apology for addressing you on a subject so dull, dry, and technical as the course to be pursued, and the principles to be observed in framing the rules under the provisions of the Supreme Court of Judicature Act. I did not select it myself, but was requested to undertake the task, and, considering its great importance, and with a view to stimulate discussion, I somewhat reluctantly undertook it. No person from choice would resort for entertainment to the pages of Archbold's Practice, or seek for exhilaration even in a little Lush. To every one who will take the trouble attentively to read the Judicature Act, it will become quite manifest that the successful working of that measure will depend, in a great degree, upon the regulations which may be made, and remain to be made, for carrying its provisions into effect. It ordains tribunals; it declares their functions; it lays down broad principles for the administration by them of law and equity indifferently; it constitutes offices and officers; and then, after declaring that the rules contained in the schedule to the Act shall, for the present, regulate all proceedings, substantially leaves all other matters to be governed by rules which are yet to be framed. The schedule contains a very meagre and imperfect set of ordinances called "Rules of Procedure." The principal of these—that all suits shall be instituted by a proceeding called an action; that this shall be commenced by writ; that the pleadings shall contain a brief statement of the matters in controversy; that judgment may be signed thereupon; that the evidence shall be oral; and all costs shall be in the discretion of the court; these are, for the present, to prevail; but in the main all other procedure, as well as the forms of these matters mentioned in the schedule, are to be governed by rules to be framed. Hence it will be obvious that, to a very great extent, this is amenable to the same objection as proved fatal to the measure introduced by Lord Hatherley. Very probably this was found to be a matter of necessity, and the objection has been sought to be obviated by ordaining that her Majesty may cause the rules to be framed with the advice of the Lord Chancellor and the Lord Chief Justice, and the judges, and giving to those rules a kind of semi-legislative authority. With this view, they are to be laid before each House of Parliament, and any of them may be annulled by the Queen upon an address presented by either House. The interval of time allowed for the presentation of this address is only forty days, and when this, as well as the nature of the matter, and the constitution of the body thus to revise them, is considered—unless there be some flagrant error or gross injustice would manifestly ensue, which is not probable—the rules, as laid before Parliament, will no doubt prevail. Hence the timely discussion and consideration of several questions become most important. The first of these is, what are the substantive provisions of the statute they are intended to supplement, which they cannot alter or contravene? secondly, what are the broad general principles which ought to form the paramount consideration in framing them? and lastly, what they should be in detail. The first two of these questions can easily be discussed in a paper like this, but the last it is impossible to deal with, save by a few remarks upon the more important and prominent topics. What, then, are the provisions of the Act which are paramount, and cannot be altered by the rules? In the earlier sections of the statute power is conferred on the High Court of Judicature and of Appeal, to make rules as to the method and times in which the business shall be conducted. These rules are matters rather of convenience and order than of the substance of litigation. The principal section which requires consideration is the 68th, taken in conjunction with the 69th and 74th, and the schedule to the Act. The 68th section enacts that, subject to the provisions of the Act, her Majesty may at any time, before the commencement of the Act, with the advice of the majority of the judges, cause to be prepared rules of court regulating the holding of the courts; and, thirdly,

"For the regulation of all matters consistent with, or not expressly determined by, the rules contained in the schedule hereto, which under and for the purposes of such last-mentioned rules require to be, or conveniently may be, defined or regulated by further rules of court. And generally for the regulation of any matters relating to the practice and procedure of the said courts respectively, or to the duties of the officers thereof, or to the costs of the proceedings therein, or to the conduct of civil or criminal business coming within the cognisance of the said courts respectively, for which provision is not expressly made by this Act or by the rules contained in the schedule thereto."

These are the rules which are to be laid before Parliament, and may be annulled upon an address.

The express provisions of the statute with which rules of practice or procedure could conflict are, indeed, very few, if we except those contained in the schedule. These, therefore, become the most important to consider when the framing of rules is under consideration; and the 69th section points this out more clearly, for it enacts that—

"The rules contained in the schedule to this Act (which shall be read and taken as part of this Act) shall come into operation immediately on the commencement of this Act, and as to all matters to which they extend shall thenceforth regulate the proceedings of the High Court of Judicature and the Court of Appeal respectively, unless and until, by the authority hereinafter in that behalf provided, any of them may be altered or varied."

Clearly, therefore, the rules in the schedule must prevail over any rules made under the preceding section; and, therefore, these latter rules should be made to harmonise, and not conflict in any way with them. These latter rules are the matters which form the subject of the present discussion; but it may not be inexpedient to observe the vast power conferred by the Act on the judges, for although the rules in the schedule are at present paramount, yet their operation is limited, "until, by the authority hereinafter in that behalf provided," they are altered or varied. This authority is found in the 74th section, which ordains that the Supreme Court, with the concurrence of the majority of the judges, of whom the Lord Chancellor shall be one, assembled at a special meeting for the purpose, may alter or annul any rules of court; and the concluding part of the 69th section expressly declares that the rules in the schedule shall be considered such. Hence it is, perhaps, well it should be understood that henceforth the Supreme Court, with such concurrence, has entire control over everything connected with actions, and, subject only to an address from Parliament, may entirely change the process, the pleadings the mode of trial, and the entire system of procedure, with very few exceptions, in our courts. This is a vast new power thus vested in a court, for which there is no precedent in the history of this country. It is certainly a power, the exercise of which should be carefully watched by the assemblies who are entrusted with a control over it.

I now pass to the consideration of some of the broad general principles which ought to form the paramount consideration in framing the rules under the 68th section. In the first place the grand objects should be steadily kept in view—viz., the ascertainment of the matters really in controversy between the parties, the righteous, speedy, and cheap decision of them, and finally the effectual enforcement of the decrees of the tribunal. That rules the compliance with which will necessarily, to a great extent, devolve on persons in subordinate station, or young men learning the Profession should be simple and plain in their language, is so obvious a remark, that it seems almost unnecessary to make it.

They should be couched in the fewest possible words, and the verbiage, which has hitherto unfortunately characterised many of our legal proceedings should be avoided.

If there be a course of procedure or rules relating to any matter, the operation of which has been settled and found convenient, and their carrying out is well understood, they should be adopted in preference to new, and any defects in them, which time has developed, should be obviated by amendments. Many of the rules established in the courts of law, under the Common Law Procedure Acts, have worked extremely well, and most practitioners are thoroughly conversant with them, and very little difficulty will be experienced in adapting them to the new state of the law. It seems to me, therefore, expedient that what is really useful in the old system should not be disregarded, but wherever it conveniently can be done, should be moulded for use in future.

As far as possible the parties—by communications and requirements between themselves—should conduct the business, and recourse should only be had to the aid of the court when they fail. The delivery, for instance, of pleadings by the one party to the other without depositing them, by filing, or otherwise, in court, has been found to work well, and simple demands and notices have been found, in many instances, to afford the parties all they require equally well with rules or orders. The multiplication of summonses and orders has become a very heavy tax upon suitors; there is a great temptation for this, and those who have had occasion to analyse attorneys' bills in actions cannot fail to have observed how serious was the charge in this respect.

The suitor requires protection, not so much against the person whom he may select as his legal adviser, but against a person chosen adversely to him, who too frequently is determined to make the most he can out of the transaction.

Power should be given to a party to dispense with anything which is provided simply for his benefit, and this will be only in furtherance of the spirit of the Act, evinced by the provision that a defendant may dispense with a statement of the complaint against him.

No proceeding or formality should be required which is not absolutely necessary for the orderly and effectual conduct of the proceedings. Hitherto in many cases things have been required to be done from which the suitors derived no benefit whatever, and with which they were willing to dispense, simply for the purpose of exacting fees of court. In a recent case, for instance, a man was required to pay several pounds for copies of affidavits which he or his antagonist did not require, simply in order that a few shillings might be paid for fees. If we cannot have free courts, at all events let the scandal of exacting fees for useless purposes be avoided. Formerly, too, superfluous or unnecessarily expensive formalities were required with a view to the emoluments of the practitioners, and this vice still, to a certain extent, prevails. I am not insensible to the interests of the bar or the solicitors—if they are not properly remunerated for what is necessary to be done by them, let their remuneration for it be increased to a just degree; but this, I think, is not the case, and I fully believe that the interest of the client, the solicitor, and the barrister, are identical, and that there would be a large increase of business to be done if it were not made unduly costly, and the interests and dignity of our Profession would be promoted by the extinction of such a source of emolument. Many of these things have been abolished, but let all these now become utterly extinct.

Lastly, in the case of irregularity, or informality in complying with the rules, hitherto the practice has been to set aside proceedings with costs, in order to enforce strict observance of them. In a vast number of cases, the objecting party was not damnified at all, in others to only a very slight extent. The course thus vindictively adopted seems to me unreasonable; and I would suggest that in all such cases the party, if he be prejudiced in any way, should be at liberty to desire his opponent to remedy the defect at the latter's cost, and only in the event of this being refused, that he should have recourse to the aid of the court. This course, I am sure, will get rid of a vast amount of sharp practice, and conduce far better to the proper conduct of litigation. Let an action no longer be regarded as a gambling transaction to be carried on, as judges have sometimes offensively expressed it, "according to the rules of the game," in which chance may prevail, but as a solemn, straightforward proceeding in which men's rights are to be adjusted and wrongs redressed.

These are some of the main principles which, it seems to me, should be regarded. I could dilate much more fully upon various other points, but I am apprehensive lest I should be tedious, and I think I have said enough on this head to lay the foundation for, and stimulate the discussion.

I will add a few remarks as to what the rules should be upon particular matters mentioned in the schedule, the principal of these being Process, Pleading, and Discovery.

The preliminary process of citation, the form of which is to be settled by the rules, should be brief and plain; and while allowing the party summoned sufficient time to comply with its terms should admit of no unnecessary delay. It should convey a general notion of the claim, but except in the case of the money demands for which judgment may be signed where the statement should be full, a very general description ought to suffice. The consequence of non-compliance with the summons should not be the entering of an appearance, for that is an idle formality, but the right of the party to proceed by filing his pleading.

The general nature of the pleadings is described by the schedule, but it would be well if, as under former statutes, some models or examples of these in ordinary cases were given. Without such a guide very great uncertainty and confusion will prevail. The best extant model whereon to frame the pleadings with which I am acquainted, is presented by the pleadings in the Probate and Matrimonial Court. Technical accuracy should not be required, though it is obvious from the reservation of the right to demur, the pleading must disclose in law a right to the remedy sought or a defence to it. There is one point on which some rule will certainly be required, or great embarrasment will ensue; at the time of his appearance the defendant may state that he does not require a statement of the complaint, but the statute is wholly silent as to what he is to do as to pleading under such circumstances. It would be a singular thing to have an answer to a complaint of which there is no sort of record, and one would almost surmise that this was an oversight, or else it was intended that the defendant should make no statement also. The sentence, "Unless the defendant at the time of his appearance shall state that he does not require the delivery of a statement of complaint," may apply to the succeeding sentence as well as the first.

In equity the plaintiff was always entitled to interrogate the defendant, but at law that right has only recently obtained, and subject to great restrictions. The practice in equity is preferable, and the unnecessary expense of a summons and order should not be required. Either party should be at liberty to propose to the other any question relevant to the matters in dispute, and the other should be bound to answer. If there be questions which he may properly object to answer, he should be at liberty to leave them unanswered, and no detriment should arise to him from pursuing that course. It will then be time for the party requiring the information to take the opinion of the judge upon his right to an answer. The few instances in which I have known any advantage derived from this proceeding, and the very heavy expense incidental to the present mode of procedure at common law, have induced me to say this.

I would, in conclusion, suggest that very grave questions will arise as to the course and rules which are to prevail on ejectment.

The discussion was continued by, among others, Mr. Kimber, Mr. A. E. Miller, Q.C., Mr. Webster, Q.C., Mr. White, and Mr. Ryalls, the last expressing, amid applause, the opinion that the more speedy and cheap the remedy given the greater would be the resort to lawyers. Mr. Joseph Brown, before leaving the chair, which was afterwards taken by Mr. Webster, expressed the utter absence of regret with which he, an old special pleader, saw the whole system of pleading abolished. As to the practice in Chancery, a great deal had been said about the expense to which a litigant might drive his opponent by articulating his whole bill into interrogatories, to which the opponent replied with as many salvoes and qualifications as possible, to avoid admitting anything of use; and he himself could never see the shelves in Fetter-lane groaning under the affidavits and other documents filed without a painful consciousness, fond as he was of old parchments, of the absolute waste of money there represented. He thought the Judicature Act would have one good effect: it would give more work to special pleaders and junior counsel. Mr. Anderson Rose, on the other hand, denounced the word "fusion," the disastrous character of which, he said, was only exceeded by the disastrous nature of its practical application by Act of Parliament. The proceedings concluded with a vote of thanks, proposed by Mr. Miller, to Mr. Dowdeswell for his suggestive paper.

Correspondence.

AMERICANISM IN ENGLAND.—What do you think of the following advertisement, cut from a provincial newspaper? NEMO.

DIVORCE.—Persons desiring a Dissolution of Marriage, expeditiously and cheaply, may continue to send written particulars for opinion and advice (consultation by appointment only), in confidence, to W. Berry, Esq., Doctor of Laws, &c., 11, South-square, Gray's-inn, London.

Queries.

GOING TO THE BAR.—I am now an articled clerk, but have determined to go to the Bar. Before I can be entered as a student it is necessary that my articles should be cancelled, but I cannot ascertain with certainty by what means that object is to be effected. Will some of your readers who have been similarly situated inform me how they cancelled their articles, and whether anything, and if so what, has to be done at the Law Institution and Queen's Bench Office? A. C.

ASSIGNMENT OF ARTICLES.—I wish to ask the advice and assistance of any of your readers in the following case: Two years ago a friend of mine was articled to an attorney, paying a premium of £100, the articles, of course, containing the usual covenants on the attorney's part as to instruction, &c. At that time there were in the attorney's office a managing clerk of twenty years' experience, an articled clerk of four years' service, and a copying clerk. A satisfactory general business was done at the office, though not well attended to by the principal, until about twelve months afterwards, when the principal gave way to intemperate habits, and fell very much into debt, insomuch that the whole of the office furniture and effects on one occasion were seized and removed, and the office closed. Since the managing clerk left, the principal has attended very little to his business, being sometimes absent for weeks at a time, and seldom attending more than an hour or two per day. The other clerks having left, the articled clerk is therefore left entirely by himself, without any instructions in his profession. Executions in the office are frequent, and applications for debts incessant. Under these circumstances the articled clerk, unwilling to lose any more of his time, wishes to have his articles assigned to some other attorney, and a return of part of the premium; and he wishes one of your many readers to inform him through the means of your valuable paper what steps he should take to have this done. X. Y. Z.

THE death is announced of Mr. S. Stone, for upwards of thirty years town clerk of Leicester.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

FLETCHER (Thomas), Portland, Crowland, Lincoln, farmer. March 3; J. G. Calthrop, solicitor, Spalding. March 17; M. R., at eleven o'clock.

FOSTER (Laura), Stabbington House, Crofton, Southampton, and of Matlock Bath, widow. March 5; Nichols Donnithorne, solicitor, Fareham, Southampton. March 12; V.C. M., at twelve o'clock.

FOSTER (Rev. Wm.), Stabbington House, Titchfield, Southampton. March 5; N. Donninthorne, solicitor, Fareham. March 12; V.C. M., at twelve o'clock.

KING (John B.), formerly of Bedford-street, Bedford-square, but late of 4, Ellerslie Villas, Middlesex, stockbroker. Feb. 28; C. and R. J. Tahourdin, solicitors, 1, Victoria-street, Westminster. March 14; V.C. H., at twelve o'clock.

KERN (Wm.), 183, Essex-road, Middlesex. Feb. 20; H. R. Silvester, solicitor, 18, Great Dover-street, Southwark, Surrey. March 5; V.C. H. at twelve o'clock.

LACEY (Wm.), Grange Tavern, Norbury-road, Thornton Heath, Surrey, licensed victualler. March 16; G. D. Freeman, solicitor, 44, Bedford-row, Middlesex. March 30; V.C. H. at twelve o'clock.

NICHOLLS (John), 63, York-street, York-road, Lambeth, Surrey, carpenter, pile driver, contractor. Feb. 28; John Barnard, solicitor, 8, Lancaster-place, Strand, Middlesex. March 9; V. C. M. at twelve o'clock.

RISING (Wm.), Martham House, Norfolk, Esq. Feb. 24; Wm. R. Cooper, solicitor, Upper King-street, Norwich. March 24; M. R. at twelve o'clock.

STEDMAN (Edmund), Belle Vue, Sudbury, Suffolk, gentleman. March 2; John T. Green, solicitor, Woburn, Bedford. March 13; M. R., at half-past eleven o'clock.

STEDMAN (Emily G.), Sudbury, Suffolk, widow. March 2; J. T. Green, solicitor, Woburn. March 13; M. R. at half-past eleven o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

BOADEN (Elizabeth K.), formerly of 38, Rue du Faubourg St. Honoré, Paris, but late of Queen's Hotel, Brighton. April 6; Capron and Co., solicitors, Savile-place, Conduit-street, London.

BOOTH (Henry), Victoria-road, Surbiton, Surrey, corn merchant. March 2; T. Donnithorne, solicitor, 30, Gracechurch-street, London.

BRIDEN, otherwise BATSON (Wm. E.), West Croydon, Surrey, surgeon. Feb. 21; Wright and Pilley, solicitors, 25, Bedford-row, London.

CHRISTY (John), Aperfield-court, Cudham, Kent, Esq. March 23; Bailey and Co., 5, Berners-street, London, W.

CLARK (Eliza), Tunbridge Wells, Kent, spinster. March 7; Stibbard and Cronshaw, solicitors, 12, Fenchurch-street, London.

GIFFORD (Wm. J.), formerly of Ford, near Wellington, Somerset, afterwards of King-street, Bloomsbury, Middlesex, and subsequently of Gray's-inn-square, Middlesex, Esq. March 14; O. Leefe, solicitor, 60, Lincoln's-inn-fields, Middlesex.

HARFORD (Summers), Clarbeston Grange, Pembroke and Haverfordwest, Esq. March 9; Jas. Price, solicitor, Dew-street, Haverfordwest.

HAYDON (Jas.), 9, Queen Elizabeth-street, Horselydown, Surrey, carman. March 7; Wm. C. Murrell, corn dealer, Dockhead, Surrey.

HUTCHINSON (Jas.), Cowley Manor, Gloucester, and the Stock Exchange, London, Esq. May 1; T. Smith and Co., 25, Throgmorton-street, London.

JOLLY (Sarah), formerly of 4, George's-place, Acre-lane, Brixton, Surrey, late of 15, North-road, Clapham-park, Surrey. March 31; F. Haines, solicitor, 413, Edgware-road, London.

LAMBE (Augusta M.), Hendon, Middlesex, spinster. March 10; Harting and Son, solicitors, 24, Lincoln's-inn-fields, Middlesex.

REPORTS OF SALES.

Thursday, Feb. 5.

By Messrs. NEWBON and HARDING, at the Mart.

Caledonian-road.—Nos. 9, and 14, Frederick-place, term 75 years—sold for £910.

Hornsey.—Nos. 1 and 2, West-cottages, freehold—sold for £450.

King's-cross.—Nos. 47, 49, and 51, Wharfdale-road, freehold—sold for £550 each.

Nos. 53 and 55, same road—sold for £1160.

Tuesday, Feb. 10.

By Messrs. FAREBROTHER, CLARK, and Co., at the Mart.

Kennington.—The leasehold enclosure known as the Oval, containing about 10 acres, together with the tavern—sold for £2800.

Fetter-lane.—Nos. 7 to 11, Rolls-buildings, Nos. 1 to 4, Acorn-court, and a policy for £2000—sold for £2700.

By Messrs. DEBENHAM, TEWSON, and FARMER.

Stratford.—Nos. 20, 22, and 24, Albert-cottages, freehold—sold for £580.

Catford-bridge.—A residence known as Winchester Lodge, term 92 years—sold for £200.

By Messrs. E. and H. LUMLEY.

North Brixton.—Nos. 19 and 24, Elliott-road, term 89 years—sold for £365.

Wednesday, Feb. 11.

By Messrs. EDWIN FOX and BOUSFIELD, at the Mart.

Peckham.—No. 2, Osborne-villas, term 40 years—sold for £260.

New-cross.—No. 1, Selby-villas, term 90 years—sold for £480.

By Messrs. FURBER, PRICE, and FURBER.

The reversionary life interest of a gentleman, aged 30, in estates, yielding £20,000 per annum, the reversion dependent on a life aged 62 years—sold for £3000.

Bryanston-square.—Nos. 81 and 83, Seymour-place, term 27 years—sold for £875.

Bayswater.—No. 31, Queen's-road, term 38 years—sold for £560.

To Correspondents.

"WHO'S your Lawyer?" We have repeatedly referred to this objectionable advertisement. It is useless to continue to do so.

MR. THOMAS HOLDEN, of Hull, has been appointed Solicitor to the Hull Dock Company, in succession to Mr. Moss, deceased.

MR. GERRARD, solicitor, of Evesham, has been appointed a Commissioner for taking affidavits in that district for the High Court of Chancery in Ireland.

THE Metropolitan Board of Works give notice that they are prepared to receive subscriptions, at the Bank of England, for £2,600,000 of Metropolitan Consolidated Stock, required for new works, for conversion of existing debt, and for

loans to such other metropolitan bodies as are empowered, by statute, to borrow from the Metropolitan Board.

MESSRS. MORTON, ROSE, and Co. are prepared to receive subscriptions for £1,000,000 five per cent. sterling sinking fund bonds of the Illinois Central Railroad Company of £200 each, payable 1st April 1903, if not previously redeemed by the action of the sinking fund, which are issued under the provisions of an Act of the Legislature of the State of Illinois, dated 12th Feb. 1855, entitled "An Act to enable railroad companies to enter into operative contracts, and to borrow money." The loan is raised for the purchase of an equal amount of New Orleans, Jackson, and Great Northern Railroad and Mississippi Central Railroad Seven per Cent. Bonds, by which means the Illinois Company will gain two per cent. annually, thereby providing a sinking fund sufficient to redeem the whole of this issue in about twenty-six years. The bonds of the above railroads so purchased are to be held by the Illinois Company as security for the payment of this loan.

ELECTION LAW.

NOTES OF NEW DECISIONS.

MUNICIPAL ELECTIONS—CORRUPT PRACTICES—DELIVERY OF LIST OF OBJECTIONS—POWER OF COURT.—Where the parties required by No. 7 of the Regulæ Generales of Michaelmas Term 1868 to deliver a list of objections six days before the day appointed for the hearing of a petition under 35 & 36 Vict. c. 60, have failed to do so within that time, the court has no power to allow the list to be delivered subsequently, the discretionary power given by the rule having reference only to the amendment of a list that has been duly delivered: (*Nield* v. *Batty*, 29 L. T. Rep. N.S. 747. C.P.).

THE WORKING OF THE BALLOT.

COUNTING VOTES.—Mr. E. G. L. Anderson writes:—"The system of calling over the votes for the purpose of ascertaining the number given for each candidate is not only tedious, but involves the necessity of more checking than is, I think, desirable. Will you, therefore, allow me to suggest the following plan as an improvement? namely, that as the voting papers are scrutinized to ascertain their validity, they should be sorted into as many heaps as the names on them admit of variations in voting, each heap being then counted in the same manner as a bank clerk runs through a bundle of notes. The working of the plan can be followed by taking, say, the East Surrey election. There are four candidates, and the variations possible are 10, with an additional heap for bad votes, these heaps would be as follows:—1, Plumpers for Gassiot; 2, for Grantham; 3, for Locke King; 4, for Watney; 5, split votes for Gassiot and Locke King; 6, for Grantham and Watney; 7, for Gassiot and Watney; 8, for Locke King and Watney; 9, for Grantham and Gassiot; 10, for Grantham and Locke King; 11, rejected votes. The papers being thus divided, the time occupied in counting would be reduced to a *minimum*, while the chance of error would be almost *nil*. Moreover, this plan would give reliable figures as to the number of electors who actually voted, the plumpers and split votes, and in the latter the proportion of the various combinations."

Mr. John Stone, town clerk of Bath, writes in reply:—"Referring to Mr. Anderson's suggestion in *The Times* of Saturday as to making up the poll by sorting the voting papers, I beg to say that so simple, effective, and rapid a plan was the first that presented itself, and has been used here in four Parliamentary elections (within one year) and in several municipal elections, each of the latter being similar in almost every respect to a Parliamentary election. Taking the Parliamentary election of last Tuesday as an instance of its efficiency, we had 4865 voting papers, which classed themselves (there being four candidates) into ten combinations. At the close of the poll (4 o'clock p.m.), after about one hour occupied in verifying the ballot boxes (19 in number), two hours sufficed to classify and count the papers, so that soon after 7 o'clock the Mayor was able to declare the numbers from the steps of the Guildhall. I may add that there were eight official counters employed."

REJECTED BALLOT PAPERS.—Mr. Gerald A. R. Fitzgerald, writes to the editor of the *Times*: "Some doubt and confusion seem to exist in the minds of returning officers as to the construction of the provisions of the Ballot Act relating to the validity of ballot papers. I observe, for instance, in the *Times* of Saturday that the returning officer for Finsbury rejected no fewer than 474.(*a*) Of these, many are stated to have been rejected because the voters had put figures on them, or had placed two or more crosses opposite a candidate's name, or had placed the crosses in the wrong place. Will you allow me to point out the true state of the law. First, "the directions for the guidance of the voter" in Schedule II. of the Ballot Act which are placarded in the polling stations are directory merely and not imperative. Secondly, the only grounds assigned by the Act for rejecting a paper on the score of the mode of marking are—(1), Writing a mark by which a voter could be identified; (2), Uncertainty (Schedule II. and Rule 36). The true construction, then, of the Act is that where the returning officer has no reasonable doubt for whom the votes are intended, and there is nothing on the paper to identify the voter, he is bound to allow the paper as good. To reject papers because, *e.g.*, two crosses or a tick are employed instead of a single cross, is contrary alike to common sense and to the policy of the Legislature, which certainly never intended to disfranchise electors by the minutest of technicalities."

In reply to Mr. Fitzgerald, "A Chancery Barrister" writes:—"Before the law on voting by ballot is absolutely settled by Mr. Fitzgerald, may I be allowed to point out what I cannot presume to call 'the true state of the law,' but what I venture to say would be the probable decision of a court of competent jurisdiction upon the questions treated in Mr. Fitzgerald's letter in the *Times* of this morning? In the first place, with regard to 'the directions for the guidance of the voter,' which Mr. Fitzgerald describes as directory merely, the 28th section of the Ballot Act is as follows:—'The schedules to this Act and the notes thereto and directions therein shall be construed and have effect as part of this Act.' And the directions referred to are contained in the second schedule. It is true that the direction uses the word 'will' and not the word 'shall,' but if I say to my clerk 'you will wait in till I come back,' most people will admit that my directions are not only 'directory,' but are intended to be imperative. With regard to the grounds upon which papers may be rejected, the Act says (sect. 2) that any ballot paper 'on which anything is written or marked by which the voter can be identified shall be void and not counted.' Now, suppose an agent instructs a voter with whom he contemplates pecuniary relations—I am, of course, putting a purely supposititious case—to mark against the candidate to be voted for two crosses instead of one cross, or a tick instead of one cross, or to place the cross on the left hand side instead of the right, would not the result be a mark by which the voter could be identified? Perhaps Mr. Fitzgerald is not aware that the examination of the ballot papers is carried on in the presence and under the supervision of the agents of the candidates. No doubt, the Ballot Act does not aim at actual uniformity in the shape or size of the cross to be made, which must depend upon the taste or capacity of the voter; but the difference between a cross on the right and a cross on the left, between two crosses and one cross, or between a cross and the tick, is certainly not to described as a minute technicality."

And Mr. Richard A. Essery, town clerk of Swansea, also says: "On the subject of the voter's 'mark' I very fully agree with the opinion of Mr. Fitzgerald, for the body of the Ballot Act refers simply to a 'mark,' and not to a ×. The form in the schedule doubtless indicates the latter, but it is, in my opinion, a mere example, and I think a tick, or dash, or any other mark not for identification, is a sufficient 'mark' within the statute. On the recent contest here I advised the returning officer to reject all marks and figures except a ×, but this was in accordance with counsel's opinion previously obtained, and which, for obvious reasons, I adhered to, contrary to my own and to that of many other town clerks. On the question of counting the votes, the process of sorting is clearly the most expeditious and safest, inasmuch as there is not so much calling out of names, and possible interference between one set of counters and another. As to the point raised by 'Lex,' namely the hour of closing the poll—the question is capable of being brought within sufficiently narrow limits. A presiding officer cannot poll more than about 100 votes per hour, with illiterates and all; and it is found that each compartment in the booth having by the statute to accommodate 150 persons per day, five compartments only represent as near as need be that officer's complement. He (the presiding officer), therefore, having the power to regulate the number to be admitted at a time, may stop the poll at any time within five votes (*i.e.*, he may, as he should do, prevent the admission of voters five minutes before the hour of closing—four o'clock, or five, as the case may be. If these last five voters should happen to be illiterate, the presiding officer could not complete their declarations, certificates, &c., under ten minutes. It is a fine point undoubtedly."

DOUBLE VOTING BY BALLOT.—A "Fair Voter" writes: "However desirable voting by ballot may be, there seems a great laxity in the present mode of procedure amounting to a grave defect in the system. I am a freeholder in the Strand district, occupying business premises, and duly received my voting cards as such; and having a private residence in St. George's-road, Eccleston-square, I also there received my voting cards, with a different number, entitling me to vote again, had I been so disposed, for my private residence. The votes for the Strand district were recorded by me at the school-room, Russell-street, Covent-garden, and the votes required by me to be given for the same election were to be recorded at the Pimlico voting-rooms, thus showing that, had I been so disposed, I could have voted twice over for the same candidates.

Another "Fair Voter" writes:—"The defects in the system of voting complained of by "A Fair Voter" in his letter in the *Times* of Saturday prevailed also in Southwark. I also received voting cards for two different polling-places in the borough, with a different number, being for different properties I have long held in different parishes, and I know of others who received the same. Thinking it could not be right that I should vote twice for the same candidates, I asked a friend well acquainted with the subject, and in consequence voted at the one place and did not go near the other. How many, similarly situated, may have voted twice, in ignorance, there is, I suppose, no means of ascertaining.

CLOSE OF THE POLL.—"Lex" writes:—"What does the 'close of the poll' under the Ballot Act mean? Does it mean—(1) That all voters who are in the room at 4 (or 5) o'clock are entitled to vote? (2) That no voting papers are to be delivered out after these hours? or (3) That no papers are to be put into the ballot box after those hours? I have asked half-a-dozen late 'presiding officers,' but none of them can tell me, and they said they had no instructions thereon when they were appointed. You will see that where, as at Bath, there was only a difference of six votes between the successful and unsuccessful candidates, the meaning of the words 'close of the poll' may make all the difference."

PREPARATIONS FOR POLLING.—Messrs. Knight and Co., of 90, Fleet-street, write:—"May we venture to give you our experience in providing the largest metropolitan constituency with the necessary apparatus for voting by Ballot? We refer to that of Lambeth, which contains upwards of 40,000 registered electors. We submit, and have no doubt that all Returning Officers will endorse our opinion, that for such large constituencies the time allowed between the nomination day and the polling day should be extended. The nomination for Lambeth was held on Saturday, leaving (exclusive of the Sunday) three clear days in which to provide the ballot papers and all other requisite forms of papers for conducting the election. The numbering of the ballot papers alone occupied six of our staff without cessation from Monday noon till Wednesday morning. These, together with stamping instruments and ballot boxes for 78 polling stations, had, of course, to be assorted and distributed to the 78 presiding officers before the opening of the poll on Thursday morning. This could not be completed until a late hour on Wednesday evening, and, after the anxiety and responsibility devolving upon the Returning Officer in reference to this, in settling the situation and preparations of the polling stations, in securing and duly instructing something like 150 responsible men to act as presiding officers and poll clerks, it is no wonder that at the close of the poll he should take some hours' rest, instead of at once superintending the counting of the votes. We are clearly of opinion that, to prevent a repetition of the Hackney collapse, in all constituencies numbering over 25,000 voters a week should intervene between the nomination day and the day of poll."

REGULATIONS UNDER THE BALLOT ACT.—After the election and transmission of the documents to the Clerk of the Crown in Chancery, it is provided that, unless otherwise directed by an order of the House of Commons or of one of Her Majesty's Superior Courts, he shall cause the same to be destroyed, after being retained for one year. No rejected ballot-paper is to be inspected without such an order as already mentioned, to be granted on evidence that the inspection is necessary for a prosecution in relation to ballot papers, or for the purpose of an election or return, and the power given may be executed by a Judge at Chambers. Further, no person, except by order of the House of Commons, or any tribunal having cognizance of petitions, complaining of undue returns or undue elections, shall open the sealed packet of counterfoils after the same has been once sealed up, or be allowed to inspect any counted ballot paper in the custody of the clerk of the Crown in Chancery; such order to be made subject to conditions; and care is to be taken, in carrying out such order, that the mode in which any particular elector has voted shall not be discovered until it has been proved that he has

(*a*) This is incorrect, there were only 167 rejected.—ED.

voted, and his vote, by a competent tribunal, has been declared to be invalid. All documents forwarded by a returning-officer to the Clerk of the Crown in Chancery other than ballot papers and counterfoils shall be open to public inspection at such times and under such regulations as may be prescribed by the Clerk of the Crown in Chancery, with the consent of the Speaker of the House of Commons, and extracts may be furnished on the payment of fees sanctioned by the Treasury. When an order is made for the production by the Clerk of the Crown in Chancery of any document relating to any specified election, the production by such clerk or his agent, as ordered, shall be conclusive evidence that such document is the one specified, and any endorsement appearing in any packet of ballot papers produced shall be evidence of being such papers as they are by the indorsement stated to be. The production from proper custody of a ballot paper purporting to have been used at any election, and of a counterfoil marked with the same printed number, shall be *prima facie* evidence that the person who voted by such ballot paper was the person who had affixed to his name the number written on the counterfoil.

Election Petitions.—Arising out of the present general election, it is expected that a number of election petitions will be filed within the time prescribed by the Parliamentary Elections Act which was passed in the year 1868, and continued by subsequent statutes. After the general election in 1868, the number filed in that year was sixty-nine, and five in the following year. By the Ballot Act, which has now been tested by a general election, the offence of "personation" can be added to the charges of bribery, treating, and undue influence. The mode of procedure is by filing a petition in the Rule Office of the Court of Common Pleas, containing the allegations charged. A seat can be claimed or not on the part of an unsuccessful candidate. Before a petition is at issue a recognisance in a sum of £1000 must be lodged, or a sum to that amount deposited in the Bank of England. The next proceeding is to appoint the trial, after which the sitting member can obtain "particulars" of the offences alleged, and within a few days of the trial the names can be procured of the parties implicated in the bribery, &c. The Ballot Act was passed on the 18th July, 1872; it is to continue in force until the 31st December 1880, and no longer, unless Parliament otherwise determine. Several statutes were repealed during the operation of the Act. It was proposed to make it an offence to induce an elector to disclose for whom he voted, but the provision was struck out. In the present election "secrecy" was not observed, and cards were forwarded on behalf of candidates and returned after voting. It will be for consideration in the new Parliament whether amendments are not needed in the statute. By the 24th section of the Ballot Act (35 & 36 Vict. c. 33) it is provided that if on the trial of any election petition any candidate is found by the judge, by himself or his agents, to have been guilty of personation, or to have aided or procured such personation, at an election, such candidate shall be incapable of sitting in Parliament for a county or borough during the Parliament then in existence; and by the following section, on a petition claiming the seat, if it is proved that the candidate or his agents have been guilty of bribery, treating, or undue influence, there shall, on a scrutiny of the number of votes, be struck off from the number of votes appearing to have been given to such candidate one vote for every person who voted at such election and is proved to have been so bribed, treated, unduly influenced, or retained or employed for reward. Already notices of election petitions have been given, but up to the present time not one has been filed. A petition must be lodged within a specified period after each election. The Election Petition Judges for the current year are Mr. Justice Mellor, Mr. Justice Grove, and Baron Bramwell.

MAGISTRATES' LAW.

NOTES OF NEW DECISIONS.

Justices' Clerks' Fees—Verification of Jury Lists—Overseers' Accounts—Disallowance of Auditor.—A poor law auditor disallowed from overseers' accounts a sum of 4s. 6d. charged to the poor rates for fees paid to a justices' clerk for notices and oath upon verification of the jury lists. These fees were allowed in the table of justices' clerks' fees sanctioned for the county by the Home Secretary under 11 & 12 Vict. c. 43, s. 30. Held that the overseers' duties in respect of the jury lists under 6 Geo. 4, c. 50, and 25 and 26 Vict. c. 107, were concluded upon the production at petty sessions; that these fees for the subsequent verification were not costs properly incurred by the officers of the parish in preparing and collecting the lists under 7 & 8 Vict. c. 101, s. 60; that the justices' clerk was not entitled to demand this amount; and that the disallowance was right: (*Reg.* v. *Haslingfield*, 29 L.T. Rep. N. S., 801. Q.B.)

Metropolis Commons Act—Right to Renew a Tavern Signpost.—By the Metropolitan Commons Act 1866, the respondents are empowered to make a scheme for managing Blackheath, but no right of a profitable or beneficial nature in, over, or affecting the heath shall, except with the consent of the person entitled thereto, be taken away or injuriously affected by any scheme without compensation being made or provided for the same. By a scheme thus made by the respondents, and confirmed by the Metropolitan Commons Supplemental Act 1871, no posts shall be maintained, fixed, or erected on the heath without the consent in writing of the respondents. One clause of the scheme saves to all persons all such rights of a profitable or beneficial nature in, over, or affecting the heath, or any part thereof as they before enjoyed. By the bye laws, made in pursuance of this scheme and the said Acts of Parliament, a penalty is imposed for erecting on the heath, unless with the consent of the respondents in writing, any posts. The appellant, the owner of a tavern fronting the heath, was convicted and fined for erecting a new signpost on the heath opposite the tavern, in place of an old one which had been blown down. The occupiers of this tavern had, for more than forty years as of right, without interruption, and for the more profitable and beneficial occupation of the same, kept erected on and fixed into the soil of the heath at this spot a signpost of this kind, and had from time to time replaced it when desirable. The appellant had no knowledge of the above-mentioned scheme, and had received no compensation for the right to have this post. Held, upon a case stated by the convicting magistrate, that the appellant's right to renew the signpost was a right in, over, or affecting the heath; that it was therefore saved by the scheme; and that the conviction must be quashed: (*Hoare* v. *The Metropolitan Board of Works*, 29 L. T. Rep. N. S. 804. Q. B.

Appointment of Servant by Board of Guardians—Corporation—Appointment not under Seal—Inferior Servant.—The appointment of a clerk to the master of a workhouse by the guardians of a union must, to bind them, be under the seal of the corporation. A clerk to the master of a workhouse is not such an inferior servant as that his appointment comes within the recognised exceptions to the general rule of law that a corporation can only bind itself by seal. The sanction of the Local Government Board, required by No. 153 of the Poor Law Orders to be given to certain appointments by the guardians of assistants that they think necessary is a sanction of the office, and not of the individual nominated to fill it: (*Austin* v. *The Board of Guardians of St. Matthew, Bethnal Green*, 29 L. T. Rep. N. S. 807. C. P.)

THE LICENSING ACT 1872.

Criminal Responsibility of Licensed Persons for Offences committed in their Absence, by Servants, Agents, &c.

[By Thomas Cousins, Esq., Clerk to the Justices of Portsmouth.]

As a general rule it may be laid down that criminal liability does not arise in the absence of a guilty knowledge or intention. To this rule, however, there are some exceptions, amongst which may be classed the various offences against the licensing laws, committed upon the premises, but in the absence, of persons licensed to sell intoxicating liquors.

There are several decisions bearing upon the subject.

The case of *Harrison* v. *Leaper* (5 L. T. Rep. N. S. 640) was one under the Highway Act (5 & 6 Will. 4, c. 50), by sect. 50 of which statute, a penalty is imposed for sinking a pit or shaft, or erecting a steam engine, &c., within twenty-five yards from a carriage way, &c. The defendant was the owner of a steam thrashing machine, which he let on hire to a farmer, and sent his servant with it, who superintended it. The machine was erected within a distance of twenty-five yards from the highway; but there was no evidence to show that the defendant directed it to be so erected, and he was not present at the time. Being convicted by justices he appealed, and the Court of Queen's Bench held that the conviction was bad. Cockburn, C.J. said, "The master was not present, and there is nothing to show that the engine was placed in that particular spot by his directions."

The case of *Wilson* v. *Stewart* (8 L. T. Rep. N. S. 277) involved the liability of a servant in a house of public resort, who harboured prostitutes there in the absence of his master. A metropolitan police magistrate refused to convict the servant as an aider and abettor, on the ground that the mere relationship of master and servant was not enough to justify a conviction. The Court of Queen's Bench upheld the decision, on the ground that in the case stated to them it was not found as a fact that the servant was acting in the management of the house, in his master's absence. Crompton, J., observed, "There is no doubt that a man may be an aider and abettor though he is only in the capacity of a servant, for if, as in this case, the master goes away, and the servant manages the house in his absence, that would do to make him liable."

In *Reg.* v. *Handley* (9 L. T. Rep. N. S. 827), the decision of the court turned upon the amount of acquiescence by the defendant in the act complained of. The contractor for working a mine had been convicted by justices of allowing females to have charge of the machinery, a tackle by means of which persons were brought up or passed down a vertical shaft of a mine, in contravention of the 5 & 6 Vict. c. 99, ss. 8 and 9. The court of quarter sessions, to which an appeal was made by the defendant, confirmed the conviction subject to a case for the opinion of the Court of Queen's Bench. It was not found that females were usually employed, or that they were employed upon any other occasion than that which was the subject of the information, or that they were employed with the knowledge of the contractor. It was held by the Court of Queen's Bench that there was not sufficient evidence that the employment of the females was with the knowledge or tacit acquiescence of the defendant to make him responsible, and the conviction was quashed.

In the case of *Searle* v. *Reynolds* (14 L. T. Rep. N. S. 518), the members of the court came to the conclusion that a conviction should be affirmed, but arrived at that decision on different grounds. The facts were these: By an order of the Privy Council, issued in pursuance of the 11 & 12 Vict. c. 107, every owner or occupier of premises in which animals labouring under the cattle plague had been, was to obey any order given by the district inspector as to the cleansing and disinfecting, subject to a penalty of £20 for disobedience. The inspector gave an order to the foreman of the appellant (who was not himself present, and resided at a distance) to disinfect the premises by a certain hour, which order was not obeyed. The justices found as a fact that the order was communicated to the appellant, and convicted him, and the court affirmed the conviction, but, as before stated, on different grounds. Cockburn, C.J. and Shee, J. based their judgments on the ground that knowledge of the order had been brought home to the appellant, without which he would not have been liable. But Mellor, J. was of opinion that it was a case in which the act of the servant was to be considered as an act done in the master's business and within the scope of the authority probably given to him by the master, and that there was no necessity for the *mens rea*, as it was simply a penalty for "a breach of a sanitary regulation."

The case of *Core* v. *James* (25 L. T. Rep. N. S. 593) may be noticed in passing. Here it was held that a person could not be convicted under sect. 8 of 6 & 7 Will. 4, c. 37, for using prohibited mixtures or ingredients in the making of bread for sale, unless there be knowledge, either in himself or in the person employed by him, of the presence of the mixture or ingredient.

The above cases show that at the time of the passing of the Licensing Act 1872, the law relating to the criminal responsibility of masters for offences committed by servants was open to some doubt, and it might therefore have been anticipated that all questions would have been set at rest by that statute. On the contrary, however, the Act further mystified the matter by using the word "knowingly" in some of its penal clauses, and omitting it in others, and by expressly making a licensed person answerable for the acts of his servant in sect. 35, relating to the entry by constables, and by implication in sect. 62 respecting the evidence of a sale of intoxicating liquor.

However, the most logical and reasonable solution of the question, even prior to the recently decided case (*Mullins* v. *Collins*), and the opinion very generally acted upon by justices, was that a licensed person was liable for an offence against the licensing laws committed in his house, notwithstanding the act was not brought home to his personal knowledge. It was generally considered to be sufficient if the act constituting the offence was committed with the knowledge, permission, or connivance of his wife, servant, or other person employed in the business. If it were otherwise a licensed person has only to absent himself in order perpetually to evade responsibility. On the other hand, he would not be liable if an offence, gaming for example, were committed by his guests, clandestinely and without his knowledge or that of his servants. The question under discussion is now virtually set at rest by the recent case, *Mullins* (app.) v. *Collins* (resp.) (29 L. T. Rep. N. S. 838). The appellant, a licensed victualler, was charged under sect. 16 of the Licensing

Act 1872, with supplying liquour to a constable on duty, without the authority of the superior officer of such constable. It was proved that the constable was on duty and in uniform, and was served in the appellant's house with some brandy by a female (whether the wife or servant of the appellant was not shown), and that he had no such authority as above-mentioned. The appellant admitted the facts, but contended that before he could be convicted it must be proved that the offence was committed either by himself personally or with his knowledge, and that he must have been present, or the liquor must have been supplied by his express authority. The justices, however, convicted him, and the Court of Queen's Bench supported their decision. Blackburn, J., said that the construction contended for by the appellant would render the Act a dead letter, for any person could escape liability by simply keeping out of the way while his servant was supplying the liquor.

DISCRETIONARY POWER OF FIXING PUNISHMENT IN CRIMINAL CASES.

THE message of Governor Noyes to the Ohio Legislature contains the following suggestions of a reform in the laws with reference to the *quantum* of punishment in criminal cases:

"Another year's experience in the matter of hearing and deciding applications for pardon has confirmed me in the opinion that the law should be so modified as to leave less discretion with the courts in passing sentence for criminal offences. It often happens that two prisoners work side by side in the penitentiary, both sent there for precisely the same crime, one for one year and the other for ten. In such case it is impossible to convince the convict incarcerated for the longer time that he has been fairly dealt with. And so long as he is stung with a sense of this injustice he is not likely to reform. There is nothing approaching uniformity in the length of sentences pronounced by different judges for similar offences. I earnestly recommend that the criminal law be so changed as to secure more exact justice; so amended as to leave results affecting the lives and liberties of men less dependent upon the judgment, the temperament, or the caprice of those who administer the law."

Undoubtedly, there must in most cases be a discretion reposed somewhere, and within certain prescribed limits, as to the *quantum* of punishment which a given offence shall carry with it. In some states, as at common law, this discretion resides in the judge; in others it is reposed in the jury. Evidently the policy of the law should be to limit this discretion as much as possible. It would seem worth while to consider whether, in larceny, embezzlement, false pretences, and other like offences affecting property, the punishment might not be gauged more nearly by the *value* of the property affected by the crime. This might to some extent do away with what is now a reproach to the administration of justice, that the small thieves are punished more severely than the great ones. But in cases of homicide, and assaults to kill, wound or beat, where the defendant frequently acts upon strong provocation or from a principle of self-preservation, and where no two cases stand on the same footing with reference to the quality of the act committed, a provision of law which leaves a large discretion in the court or jury with reference to the *quantum* of the punishment would seem to be conceived in a spirit of justice and mercy. At all events, the question deserves of more extended investigation and patient thought than the average legislator will find time to bestow upon it; and the wise course would seem to be to submit it to a commission, to report to another session.—*Central Law Journal.*

REAL PROPERTY AND CONVEYANCING.

NOTES OF NEW DECISIONS.

PURCHASER FOR VALUE WITHOUT NOTICE—MORTGAGE—TRUSTEE ADVANCING MONEY ON JOINT ACCOUNT—RECONVEYANCE OBTAINED BY FRAUD—ESTOPPEL.—In 1856 H. and C., who were trustees of a certain indenture of settlement, lent £7700 of the trust money to S. upon the security of a mortgage in fee simple of certain hereditaments. C., who was a solicitor, acted on this occasion as solicitor for both S. and the trustees, and took possession of the title deeds on behalf of the trustees. C. and S. had various pecuniary dealings, in respect of which an account current was established between them, and to this account the £7700 was carried, and the interest was paid by C. on behalf of S. to the persons entitled. In 1859 S., concealing the fact of the mortgage, and representing himself as being seised in fee simple, sold part of the mortgaged property for £3080. On this occasion, also, C. acted as solicitor for S., and on the completion of the sale delivered such of the title deeds as related exclusively to the property sold to the purchasers. The purchase-money was paid to C., who gave S. a receipt for the amount signed by him on behalf of himself and co-trustee. In 1870 S. contracted to sell another portion of the mortgaged property to P. for £1500 and on that occasion C. represented to H., who then heard of it for the first time, that S. had then sold part of the mortgaged property for £3080 and had contracted for the sale of another part for £1500, and was desirous of having such parts reconveyed to him upon payment of those sums in part discharge of the mortgage debt. Two deeds were accordingly executed by H. and C., the one being a conveyance by H. and C., by the direction of S., to P., in consideration of £1500, the other a reconveyance to S. in consideration of £3080, of several small portions of the mortgaged property, so as to enable him to convey them to the respective purchasers. At this time S. was aware that C. had misapplied the £3080. P. completed his purchase, paying the £1500 to C., and receiving from him the conveyance, and at the same time the reconveyance was delivered to S. Shortly afterwards C. absconded, taking with him all the deeds relating to the trust. Upon a bill filed by H. against C., S., and the several purchasers, held, that the deed of reconveyance must be delivered up to be cancelled, that an account must be taken of what was due in respect of the mortgage, and that upon the failure of S. or the purchasers (other than P., against whom the bill was dismissed) to pay the amount so found due, the mortgaged premises (other than the part conveyed to P.) must be sold, and that, for the purposes of the sale, the purchasers must produce the title deeds in their respective possessions, and deliver them up to the new purchasers. Secondary evidence of the mortgage deed under the circumstances admitted. The doctrine of estoppel by deed remarked upon: (*Heath* v. *Crealock*, 29 L. T. Rep. N. S. 763. V.C. B.)

LIGHT AND AIR—ANCIENT LIGHTS—EFFECT OF THE PRESCRIPTION ACT (2 & 3 WILL. 4, C. 71)—LATERAL OR OBLIQUE CONSTRUCTION—SCIENTIFIC EVIDENCE.—The Prescription Act (2 & 3 Will. 4, c. 71) has made a material alteration in the way in which a right to the access of light and air may be acquired, but it has not in any way altered the nature or extent of the right itself. In a suit to restrain an interference with the access of light and air to the plaintiff's house, the question for the court to determine is (just as it was before the passing of the Prescription Act) whether the interference complained of would substantially affect the comfortable occupation and enjoyment of the plaintiff's house, according to the ordinary notions of mankind. The court has power to award damages although the buildings complained of should have been completed before the filing of a bill. A greater amount of evidence is needed to support a material injury by lateral or oblique buildings than that which is necessary where the obstruction to access of light is direct: (*The City of London Brewery Company* v, *Tennant*, 29 L. T. Rep. N. S. 755. Chan.).

WILL — BEQUEST TO AFTERBORN REPUTED CHILDREN—CHILD EN VENTRE SA MÈRE AT DATE OF WILL—BIRTH BEFORE TESTATOR'S DEATH—REPUTATION—PUBLIC POLICY.—A testator, who had gone through the ceremony of marriage with his deceased wife's sister, and had two children by her, by his will directed his trustees to pay the rents and profits of his real and personal estate to M. L. (his deceased wife's sister), for life, and, after her death, to stand possessed of the said estates "upon trust for my reputed children Catherine and Edith, and all other the children which I may have, or be reputed to have by the said M. L. now born, or hereafter to be born," in equal shares as tenants in common. At the date of the will M. L. was *enceinte* of a child, which was born six months afterwards, in the testator's lifetime, and acknowledged by him as his child. Held (Lord Selborne, L.C., *dissentiente*), that the afterborn child was entitled to share with her sisters under the gift in the will. Decision of Wickens, V.C., reversed: (*Occlestone* v. *Fullalove*, 29 L. T. Rep. N. S. 785. Chan.)

WILL—CONSTRUCTION—WASTING SECURITIES—ROYALTIES—TENANT FOR LIFE—CONVERSION—Testator gave his residuary real and personal estate to trustees upon trust to receive the "rents, dividends, interest, and annual proceeds thereof," and pay the same to his wife for life, and after her decease to convert the said residuary real and personal estate. The will also contained a proviso that it should be lawful for the trustees during the life of his wife to convert and invest the residuary real and personal estate, the investments to be held both as to capital and income upon the same trusts as the real and personal estate from which they should have arisen. Part of the residuary estate consisted of freehold and leasehold lands, stock and plant, which were formerly occupied and used by the testator and his partner, in trade as quarriers and brick and tile makers, the partnership paying him rent for the lands, stock, and plant, and royalties for the stone raised and bricks and tiles manufactured. Under the articles of partnership the partnership was continued after the testator's death by his former partner and the testator's nephew, further leases being granted and rents and royalties reserved to the executors. Held, that the tenant for life was entitled to the rents and royalties absolutely during her life: (*Greaves* v. *Smith*, 29 L. T. Rep. N. S. 798. V.C. B.)

WILL—CONSTRUCTION—LEGACIES, WHETHER SPECIFIC.—Testator gave to his trustees £700 £3 per Cent. Consolidated Bank Annuities, "part of a larger sum of like annuities standing in my name," upon trust to pay a weekly sum to J. He also bequeathed various other sums for the benefit of some of his children, designating the sums as "£3 per Cent. Consolidated Bank Annuities further part of the said larger sum," and bequeathed to others of his children various legacies of "like annuities, further part of such larger sum." The legacies amounted to a sum far beyond the amount of Three per Cent. Consols possessed by the testator at the date of his will and death, but he had at the date of his will and death, besides Three per Cent. Consols, a large amount of "New Three per Cent. Annuities," and "Three per Cent. Reduced Annuities." Held, that the legacies were not specific: (*Bumpus* v. *Bumpus*, 29 L. T. Rep. N. S. 800. V.C. B.)

MERCANTILE LAW.

NOTES OF NEW DECISIONS.

LETTER OF HYPOTHECATION—CONSTRUCTION—WHETHER POLICY OF INSURANCE REPRESENTS GOODS INSURED.—V., a merchant in Bombay, consigned cotton to C. and Co., at Liverpool, per the Aurora, and drew a bill against it on C. and Co., which, before acceptance, was sold to a bank. V. insured the cotton, and deposited the bills of lading and policy with the bank, with a letter of hypothecation, authorising the bank in case that bill or any other bills of his held by the bank should not be accepted or paid, to sell the cotton and recoup themselves. The letter of hypothecation made no mention of the policy. V. shipped cotton on other vessels to W. and Co., and drew bills against it upon W. and Co., which were accepted by them and sold to the bank. The bank, at W. and Co.'s request (for value), deferred presenting their bills for payment at maturity. The ship Aurora with her cargo was burnt at sea, and the bank received from the insurance company the whole amount of the insurance money. C. and Co. failed before their acceptance matured. V. and also W. and Co. failed, and the bills accepted by W. and Co. were not presented to them for payment. Held, first, on the construction of the letter of hypothecation, that the bank had no claim on the policy moneys beyond the amount of C. and Co.'s acceptance, so as to apply the balance towards payment of the bills on W. and Co. Secondly, that independently of that, they had, by agreeing not to present the bills accepted by W. and Co. for their payment at maturity, released the estate of V., the drawer: (*Latham* v. *The Chartered Bank of India, Australia, and China*, 29 L. T. Rep. N. S. 795. V.C. B.).

MARITIME LAW.

NOTES OF NEW DECISIONS.

BILLS OF LADING — MATE'S RECEIPT — BROKER'S LIEN—HYPOTHECATION.—C. and Co. were cotton brokers in Bombay, who used to buy and ship cotton for H. and Co., retaining the mate's receipts for the cotton until the payment of their charges. C. and Co. having purchased and shipped for H. and Co. a quantity of cotton, took receipts from the mate in the name of H. and Co., which were indorsed to them by H. and Co. H. and Co. obtained from the captain of the ship, to whom C. and Co. gave no notice of their lien, bills of lading for the cotton which were hypothecated to a firm of bankers who also had no notice of C. and Co.'s claim. Held, that C. and Co.'s lien was gone when they had shipped the cotton; that the bankers' security was not affected, nor the captain chargeable with default: (*Hathering* v. *Laing*, 29 L. T. Rep. N. S. 736. V.C. B.).

COLLISION — SPEED — LIGHTS OBSCURED BY SMOKE—DUTY TO STOP.—It is negligence on the part of a steamer to go at full speed under steam and sail before the wind whilst her smoke is blown over her bows so as to obscure her lights, and to prevent her from seeing and from being seen by other ships approaching from an opposite direction. Where a steamship is approaching another, whose exact course cannot be at once ascertained by reason of her lights being obscured by her own smoke, it is the duty of the former to slacken speed and to wait till that course is ascer-

ained before taking any decided step to avoid the other vessel; if before having ascertained the exact course of the other, she, without slackening speed, executes a manœuvre, although appearing to be right at the time, contributes to the collision, she will be to blame: (*The Rona*, 29 L. T. Rep. N. S. 781. Priv. Co.)

CHARTER-PARTY—LUMP FREIGHT—LOSS OF PART OF CARGO BY PERILS OF SEA.—A charter-party provided that the ship should load a full cargo at Colombo or Cochin, and proceed to London and there discharge (fire, and all other dangers of the seas, rivers and navigations excepted); "a lump sum freight of £5000 to be paid after entire discharge and right delivery of the cargo in cash two months after the date of the ship's report inwards at the Custom House." The cargo having taken fire on the homeward journey, it was found necessary to scuttle the ship in Table Bay, and a large part of the cargo which had been injured by the fire and water was there sold. The voyage was then resumed, and the remainder of the cargo was delivered in London. The charterers having refused to pay the whole of the lump sum of £5000. Held (affirming the judgment of the Court of Queen's Bench), that the shipowners were entitled, notwithstanding the non-delivery of the entire cargo, to the payment of the lump sum of £5000.: (*Merchant Shipping Company* v. *Armitage*, 29 L. T. Rep. N. S. 809. Ex. Ch.)

COLLISION — PILOT'S DUTIES — SHIP AT ANCHOR—LOOK-OUT— COMPULSORY PILOTAGE. —Where a ship in charge of a licensed pilot is anchored within pilotage waters, the pilot determines and is responsible for the length of cable at which the ship rides, and it is the duty of the pilot, when the ship swings to the tide, to superintend that manœuvre, and to regulate the helm, and it is negligence on his part to go below before the ship is fully swung, leaving the helm amidships without orders as to its regulation; and if, through want of length of cable and of regulation of the helm, the ship sheers and so parts from her anchor in swinging during his absence, the pilot will be alone responsible, provided that the watch on deck take the right manœuvre to counteract the sheering. *Semble*, that where the look-out has once roported to the pilot or officer of the watch a light on board another ship, and the report has been answered, there is no further duty on the look-out to report that light a second time on nearing the ship. The Mersey Docks Acts Consolidation Act 1858 (21 & 22 Vict. c. xcii.), providing for the pilotage of the river Mersey, and enacting (sect. 139), *inter alia*, that if the master of any vessel (with certain exceptions), being outward bound, "shall proceed to sea, and shall refuse to take on board or to employ a pilot, he shall pay to the pilot who shall first offer himself to pilot the same, the full pilotage rate," as if the pilot had piloted the ship, and, further, that (sect. 138) if a master requires the services of a pilot whilst his ship is lying at anchor in the Mersey, the pilot shall be paid for every day or portion of a day he shall attend, the sum of 5s.; but no such charge shall be made for the day on which such vessel being outward bound, shall leave the river Mersey to commence her voyage," compels a master so proceeding to sea to take a pilot. Where a ship fully equipped and ready for sea leaves one of the Liverpool docks at night, with the intention of proceeding straight to sea, but her master, on getting into the river Mersey, determines, on account of the weather, to anchor for the night, he is proceeding to sea within the meaning of the Mersey Docks Acts Consolidation Acts 1858 (21 & 22 Vict. c. xcii.), sect. 139, and is compelled by that section to take on board a licensed Liverpool pilot on leaving dock; and if the ship break from her anchor during the night, and a collision ensues through the sole negligence of the pilot, the owners are exempted from liability. *Semble*, that in such circumstances the right of the pilot, under sect. 138, to an extra payment of 5s. a day whilst employed on the ship, at the requirement of the master, during the time she is anchored in the river, except on the day when the ship leaves the Mersey to commence her voyage, does not alter he character of the employment during that time, so as to make it a voluntary employment: (*The City of Cambridge*, 29 L. T. Rep. N. S. 816. Adm.)

ECCLESIASTICAL LAW.

NOTES OF NEW DECISIONS.

CHURCH DISCIPLINE ACT—DISCRETION OF BISHOPS—PROHIBITION—PRACTICE.—Where a commission has been issued by a bishop under the 3rd section of the Church Discipline Act (3 & 4 Vict. c. 86), to inquire into charges brought against a clerk in holy orders, the court will not grant a prohibition staying proceedings until the clerk has been heard by counsel before the bishop as to certain preliminary objections, and especially as to the fitness of the promoter. Decision of Bacon. V.C., affirmed: (*The Rev. J. Edwards*, 29 L. T. Rep. N.S., 711. L. C. and Mellish, L.J.)

COUNTY COURTS.

CLERKENWELL COUNTY COURT.

(Before GORDON WHITBREAD, Esq., Judge.)

Thursday, Jan. 29.

TURNER AND TURNER *v.* GENTLE.

Setting aside judgment obtained by default under County Court Act 1867, *s.* 2.

THIS was an application by the defendant to set aside a judgment obtained by the plaintiffs under the County Court Act 1867 (30 & 31 Vict. c. 142), s. 2, for £17 0s. 5d. debt and costs, and execution issued thereon. The facts were set forth in an affidavit by the defendant, and were substantially admitted by the plaintiff's attorney. The defendant was sued in this court by the plaintiffs for £15 0s. 5d., and the summons being under sect. 2 of the above Act, notice of intention to defend was necessary. Upon receiving the summons the defendant saw one of the plaintiffs and disputed the account, and finally proposed to pay £10 1s. 5d. at a certain date. This agreement was agreed to by the said plaintiff, who promised to abandon the action, and accordingly the defendant (who had still the five days' time) did not give notice of intention to defend, and did not defend the action. The plaintiffs subsequently signed judgment, and issued execution contrary, as the defendant said, to the agreement, and for a larger amount than agreed upon.

Whale appeared for the defendant.

Popham appeared for the plaintiff, and without disputing the affidavit, raised the objection that judgment being given under the above Act, the matter could not be reopened. The County Court Act 1846 (9 & 10 Vict. c. 95), s. 80, did not apply, since there had been no hearing or trial.

His HONOUR.—This court has entire control over its own judgments, and therefore, upon good cause shown, I have power to set this judgment aside. His Honour afterwards suggested as a compromise that the plaintiffs should allow part of the money paid into court under the execution to be returned to the defendant, and both parties agreed to this.

BANKRUPTCY LAW.

LONDON COURT OF BANKRUPTCY.

Monday, Feb. 9.

(Before the CHIEF JUDGE.)

Re PEACOCK.

Execution creditor—Executions for sums over and under £50—Subsequent act of bankruptcy—Respective rights of execution creditors and trustees.

IN this case, which had been referred by Mr. Registrar Pepys to the Chief Judge, the liquidating debtor was a licensed victualler. On the 25th Nov. 1873, an execution was levied upon his goods for £191 4s. 6d. On the 1st Dec. 1873, another execution was put in for £37 19s. 6d. by another creditor; on the 12th Dec. another execution by another creditor for £201 13s.; on the same day another execution by another creditor for £148 16s. 6d.; on the 16th Dec. another execution by another creditor (Messrs. Greenless and Son) for £37 15s. 6d.; on the 24th Dec. another execution by another creditor for £22 13s. On the 30th Dec. the debtor filed a petition for liquidation; and on the 22nd Jan. 1874 a trustee was appointed. No sale having taken place under any of the executions, the court was now moved for an order to restrain the execution creditors from selling or otherwise dealing with the goods seized, and a declaration that the goods are the property of the trustee, and that the sheriff should be ordered to withdraw from possession. This was opposed on behalf of Messrs. Greenless and Son.

Shortt (instructed by *Fallows* and *Whitehead*), for the trustee, acknowledged that if the execution of Messrs. Greenless and Son, being under £50, had been prior to the execution for £191 4s. 6d., levied on the 25th Nov. 1873, the title of the execution creditor should prevail as against that of the trustee, on the authority of *Slater* v. *Pinder* (26 L. T. Rep. N. S. 482; L. Rep. 7 Ex. 95), and other cases; but contended that the levy of the previous execution for more than £50 distinguished the present case, and relied on the provisions of sect. 87 of the Bankruptcy Act 1869.

Rose (instructed by *H. Smith*), on behalf of Messrs. Greenless, relied on *Slater* v *Pinder* (*ubi sup.*) and other cases, which decided that where an execution for less than £50 was levied before an act of bankruptcy was committed, a subsequent act of bankruptcy would not take away the right of the execution creditor; and here no act of bankruptcy had been committed at the time of the levy of Messrs. Greenless' execution, there having been no sale under the prior execution.

The CHIEF JUDGE was of opinion that he was bound by the authority of the cases cited to hold that the rights of the creditors whose executions were for sums under £50, was not affected by the subsequent bankruptcy of the execution debtor before the sale of the goods seized, notwithstanding the levy of a previous execution for a greater amount; and as to them the injunction already granted must be dissolved. As to the creditors whose executions were for over £50, the order and declaration as prayed for on behalf of the trustee would be made.

BATH COUNTY COURT.

Thursday, Jan. 29, 1874.

(Before C. F. D. CAILLARD, Esq., Judge.)

Petition for liquidation—Appointment of receiver—Interim injunction—Refusal of high sheriff to withdraw—Motion to commit for contempt.

J. Horton Dyer, for the receiver.

J. K. Bartrum, for the sheriff.

Dyer, in opening the case, said it had been partially heard before his Honour's deputy, Mr. Lister, some time ago. It was then in the form of an order to commit the high sheriff, but in consequence of his having withdrawn immediately after the order calling upon him to show cause why he should not be committed was issued, it resolved itself into a question of costs. He then proceeded: At the outset I may as well say the sheriff is beyond all possible doubt connected with the acts complained of, because in the affidavits filed on his behalf it is admitted those acts were done by his officers and agents in the course of the execution of the warrants which he gave them. He then read the affidavits filed, which show, first, that of the debtor, that a receiver was appointed by order of the court on the 6th Dec., after his filing his petition; that by an order of the court made on the 6th Dec., W. S. Kirby and his wife and the sheriff of Wilts and his officers, were restrained from proceeding in the matter of an execution levied by them upon the debtor's effects; that a copy of such order sealed with the seal of this court, was served on the 6th Dec. on Samuel Hinder and Charles Hinder, the officers of the sheriff in possession; and he was informed that a like copy was served on Ezekiel Charles Petgrave, the execution creditor's attorney; that the said officers, Samuel Hinder and Charles Hinder, notwithstanding, refused to withdraw from possession, and proceeded in the matter of the execution; that the said Samuel Hinder and Charles Hinder said they should take no notice of the order; that Mr. West Awdry, of Chippenham, the under sheriff, read the order and was asked to direct the officers to withdraw from possession, which he refused to do; that by an order of this court made on the 12th Dec. the said Kirby and his wife, and the sheriff and his officers, were absolutely restrained from proceeding in the said execution until the 31st Dec.; that the debtor thereupon sent for the manager of the sheriff, who called upon him, and the order was handed to him, but he refused to withdraw; that about three o'clock on the 13th Dec. the said Samuel Hinder came to his (the debtor's) hotel and was informed by Charles Hinder of the order that had been made, but he refused to comply, and placed another man in possession. *Dyer* said that was a distinct proceeding in the execution, and he is proceeding in the execution. He was informed by his wife that Charles Hinder told her he should place another man in the bar to receive the moneys from the customers, and to maintain himself out of the same. On the same affidavit an order was made by the registrar calling upon the sheriff to show cause why he should not be committed, and why such other order as your Honour saw fit should not be made. The matter came before your learned deputy and was partially heard. Mr. Lister adjourned the matter, leave being given to both sides to file further affidavits. The first further affidavit to which I will refer is one by Charles Howse, sworn on the 25th Jan. It shows that the said Samuel Hinder and Cornelius Hinder told him they were the officers of the said sheriff, and had been directed to levy the said sum and costs, and had a warrant given them so to do, which was produced and read to him. They took possession and proceeded with the said execution. He was well acquainted with the said Cornelius Hinder and Samuel Hinder, and knew them to be officers of the sheriff; [the under sheriff admitted that they were]; that Henry Collett duly entered on his office on the 6th December, and duly informed the said Samuel and Cornelius Hinder that he had been appointed receiver, and they were required to withdraw from possession. On the 10th December the said Henry Collett came to the hotel for the express purpose of taking possession thereof. In his (debtor's) presence the officers were informed that Collett had been appointed receiver by the court, and was entitled to possession of such goods and effects. The officers were requested to withdraw, but they refused. A like request had been made on previous occasions. The under sheriff, Mr. West Awdrry, on the 16th December, instructed them to withdraw, which

they did. The affidavit of the receiver made on the 28th Jan. was to this effect: That he was duly appointed receiver on the 6th Dec.; that the said Cornelius and Samuel Hinder were then and are officers of the high sheriff, and that they had levied an execution upon the goods of Mr. Howse; that he went to the hotel on the 12th Dec. to take possession, and found them in possession, and proceeding with the execution; that they continued proceeding under the sheriff's warrant until he took proceedings against the sheriff for contempt of court; that he acted *bona fide* in endeavouring to obtain possession, but was not allowed by the said officer so to do. Your Honour sees that the weight and result of the evidence is this: On the 6th Dec. there was an injunction; that was served personally on the proper person, the man in possession. The first act of contempt with which he treats it is to say distinctly that he takes no notice of it. The agent sees Mr. West Awdry, the direct agent of the sheriff; he read the injunction and was required to withdraw the men, but refused to do so. The second order was treated in the same manner. It was served personally on the man in possession, who said he should take no more notice of it than of the other. Mr. Bradbury was then seen, and he directed the man to remain even after reading the order. That was another step, another proceeding with the execution. Any word spoken by any officer of the high sheriff is an act and a proceeding with the execution if it tends to carry it on. A much more important proceeding was taken on the 13th Dec. Your Honour sees that, after the service of the injunction, that act was actually to place another man in possession. Hinder, the man who makes this affidavit, comes on the 13th, the day after the second injunction has been made. This was a distinct proceeding. On the very day of the first injunction they were told the receiver had been appointed, and that he was the person who should have had possession of the estate. These facts are brought home in the clearest way. They do not deny any of these statements, but confine themselves to saying they did not proceed with the execution. On the 10th Dec. the receiver went himself to take possession.

His HONOUR read from an affidavit to the effect that the receiver had not taken possession.

Dyer.—The receiver says in his affidavit that he went on the 10th to take possession. These men were told he was entitled to possession. Your honour will see that he was entitled to absolute possession of the premises. Now, my friend will say that they remained because they were not asked for possession.

His HONOUR.—Yes; that is what it seems to be. What is the present state of circumstances?

Dyer.—Immediately the registrar issued this order calling upon the sheriff to show cause why he should not be committed for contempt they vanished like a vapour. The following morning Mr. F. West Awdry comes down and says, "I have received this order threatening a committal. You withdraw." This was four days after the second injunction, and one day after notice to show cause. The very next day after that notice, at the earliest possible moment the men are told to withdraw. My friend will say the sheriff and his officers acted *bona fide* in retaining possession until the receiver came. I take it they put it in that way because the receiver did not sooner distinctly (that is what they allege) come and ask for possession. I have two answers to that. In the first place the receiver says, "I did go, and should have taken possession, but these officers prevented me." In the next place it is apparent from these affidavits that the sheriff had notice over and over again. If it be true they only remained in possession till the receiver came, why was it they withdrew their men when the notice to show cause had been served, but before the receiver came? In Hinder's affidavit he says, "Even when I did withdraw, the receiver was not in possession." It seems to me that single admission cuts away all ground of that kind.

His HONOUR.—The question is what is the restraining order?

Dyer.—The words of the order of the 12th Dec. are that the "sheriff and his officers were absolutely restrained from proceeding in the matter of the said execution until the 31st day of" the same month. It is not for me to contend whether the word "absolutely" is rightly inserted or not, I say it was an injunction of this court. He then cited *Ex parte Page* (17 Ves. 59); Doria's Bankruptcy, 230-32; *Cooper* v. *Asprey* (11 W. R.); *Ex parte Rayner, re Johnson*, (L. Rep. 7 Ch. 325); *Re Davis* (Fisher's Digest, 1872, p. 36); General Rules 299, 260, 264; *Re Dickenson*, (50 LAW TIMES); *Ex parte Paine, re Bernardat* (14 Sols. Journ., cited Doria 235); Joyce on Injunctions, 1325, *etseq.*

Bartrum contended that there had been no breach of the injunction, and that the sheriff was bound to remain in possession until he received instructions from the execution creditor to withdraw. If the proceedings in liquidation fell through, what would be his position? Would he not be liable to the execution creditor in any action he might bring? Moreover, the receiver did not demand possession as he ought to have done, and there was no contempt on the part of the sheriff, because he had no knowledge whatever of the matter. He quoted several authorities in support of his contention.

His HONOUR.—I think there has been a breach of the injunction, but not a substantial breach. It was a formal rather than an avowed contempt. No injury whatever has occurred to the creditors, and the sheriff not being personally a party to the breach, I think he must bear his own costs, but all other costs must be paid out of the estate.

MANCHESTER COUNTY COURT.

Wednesday, Feb. 4.

(Before J. A. RUSSELL, Q.C., Judge).

TAYLOR *v.* BOWKER; *Re* FIELDING.

Bankruptcy Act 1869—*Injunction.*

Application for injunction to stay proceedings in a Chancery suit, and for an order for the examination of the plaintiff in that suit before answer filed, under the following circumstances:

T. filed a bill in the Chancery Court of the County Palatine of Lancaster for specific performance of an agreement for sale of certain property by B. Meanwhile, B. had conveyed the property to F., who became bankrupt. F. and his trustee were then made parties to the bill, F. having had notice of T.'s prior claim. F. having conveyed the property to A. T., the latter was also made a party to the bill.

Application was now made on behalf of the trustee in the bankruptcy for an injunction, under the Bankruptcy Act, to restrain the proceedings in the Chancery suit against the defendant F. and his trustee and A. T., they not having filed their answers, and also for an order for the examination of F., the plaintiff in the suit.

Held, on the authority of Ex parte Isaacs (*L. Rep. 6 Ch. App. 58*), *that the injunction could not be granted, but that the order for examination could be made, and it was made accordingly.*

Storer, solicitor for Fielding and trustee.

S. Taylor and *T. A. Hulme*, barristers, instructed by *Vaughan*, for Taylor, the plaintiff in the Chancery Court.

The facts in this case were as follows:—On the 23rd May 1873, Samuel Bowker entered into an agreement with George Taylor for the sale to him of certain property in Manchester, which agreement he refused to carry out. On the 21st July Taylor filed a bill for the specific performance of this agreement in the Chancery Court of the County Palatine. Several interviews between the parties took place in the interval that elapsed from the date of the agreement to the filing of the bill, at nearly all of which George Fielding was present, and took part in all the transactions relating to the purchase. On the 10th July, one of the interviews referred to having taken place on the 30th June, Bowker conveyed the property to Fielding. Attempts were then made to come to an arrangement, and on the 30th Aug. a compromise was agreed to upon certain terms, one of which was that Fielding should convey the property to Taylor. This compromise, however, was not carried out, and on the 29th Sept. Fielding filed a petition for liquidation by arrangement in the Manchester County Court. The bill in Chancery was amended by adding to it the names of Fielding and Trevor, the trustees under the liquidation as defendants, and the bill, as amended, sought a declaration that the property did not pass to the trustee under the liquidation by the provisions of the Bankruptcy Act of 1869, as Fielding, having had notice of Taylor's prior claim, only held the property as trustee for Taylor. On the 7th Nov., or thereabouts, Fielding conveyed the property to Alfred Turner, for whom Fielding stated in his examination under the liquidation that he had bought it. The bill in Chancery was again amended by adding Turner as a defendant. Fielding the trustee, and Alfred Turner, had not filed their answers in the Chancery suit, and the time for doing so had expired. The registrar had granted an *interim* injunction to restrain proceedings in the Chancery suit against these defendants till the sitting of the court, and had left the question of examining Taylor to be also decided by the judge. It was contended, on behalf of Fielding's trustee, that the fact of Fielding being within the jurisdiction of the court under his liquidation proceedings gave the court power to grant the injunction asked for, although the other parties to the suit were not included in such proceedings, and that they were entitled to examine Taylor under the Bankruptcy Act, although even granting that such examination was of a fishing nature with regard to the Chancery proceedings.

In support of the motion for the injunction were cited *Ex parte Cohen* (L. Rep. 7 Ch. App. 20); *Morley* v. *White* (L. Rep. 8 Ch. 214) On the other side the case of *Ex parte Isaacs* (L. Rep. 6 Ch. App. 58) was quoted.

His HONOUR held that that was conclusive as to the injunction, and he refused it accordingly.

As to the examination of Taylor it was contended, on behalf of the plaintiff in the Chancery suit, that this was an attempt on the part of the defendants in the Chancery suit who had not put in their answers to make a catspaw of the Court of Bankruptcy to evade and override the practice and rules of procedure of the Court of Chancery which will not allow a defendant to interrogate a plaintiff before putting in his answer.

His HONOUR decided in favour of the trustee, and granted an order for the examination in bankrupcy of Taylor, the plaintiff in the Chancery suit.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.

VOTING FOR GUARDIANS OF THE POOR.—Will you or some of your correspondents be good enough to furnish me through the medium of your paper with answers to the following questions:—First. In calculating the number of votes in the election for guardians of the poor of a parish, are the qualifications which a man has to vote as owner and occupier treated as separate and distinct, and as giving each of them the right of voting according to the respective rateable values? For example, A. is owner of property rated at £150, and occupies property rated at £200; will he be entitled to four votes for his ownership and five for his occupation, viz., altogether nine votes, or will the total rateable value of all property occupied and owned by him be added together, and he be allowed the maximum number of six votes? or B. owns and occupies property of the value of £10 per annum, will he be entitled to one or two votes? Second. Two persons being trustees and executors under a will are on the rate book as A.'s executors, how will they be able to vote? will each have a separate right of voting in respect of one moiety, or must they exercise their power jointly? An early answer to this letter will oblige.

R. MAPER.

LEGAL NEWS.

MR. MANISTY, Q.C. wishes us to state that he was present at the dinner given to Sir Samuel Martin, on his retirement, by the late and present members of the Northern Circuit.

ATTORNEYS' CERTIFICATES.—By a return just printed it appears that in the year ended the 31st March last, the number of attorneys' certificates in the United Kingdom was 14,053, and the duty charged £92,635.

NEW POLLING DISTRICTS.—As to Middlesex, there are seventeen polling districts comprising the several parishes in this county. In the borough of Marylebone there are twenty polling districts, and ten in Finsbury; in Lambeth three, in Greenwich and Woolwich nineteen, in the city of London twenty districts divided into the wards. In Southwark are six, and in Westminster ten polling districts.

WE regret to state that a telegram has been received at the Colonial Office announcing that the Attorney-General of Jamaica, Mr. Alexander Schalch, died of the yellow fever on Jan. 31. Mr. Schalch, who left England about three years ago, had already acquired a high reputation in the colony for learning, intelligence, and unwearied industry, and his loss will be severely felt, coming as it does close upon the departure of the late Governor.

AN ECCENTRIC ATTORNEY.—Mr. Robert Dover, who resided at Barton-on-the-Heath, in Warwickshire, in the reign of King James the First, and who was much esteemed for his congenial conduct and legal knowledge, instituted an annual meeting for the practice of rustic games. Mr. Dover conducted these pastimes personally, habited in a suit of this King's clothes. Prizes were given, and the spectators attended from various parts. Anthony Wood, the author, stated that these games were continued until the rebellion was commenced by the Presbyterians. In a poem, published A.D. 1836, called Annalia Dulvensia, these games and their patron are described by some of the poets of the day.

RAILROAD LAW.—A Bill is now before Congress for the establishment of a bureau of transportation in the United States of America, similar to the railway board of commissioners which has been appointed in England, under the recent Act of Parliament. The Bill proposes to appoint five commissioners to hold office for five years, who are to enforce all the laws relating to the trans-

portation of freight and passengers over railways. The bureau, by the proposed Bill, are to arrange the rates, if, when charged at the maximum, they yield a dividend of 10 to 15 per cent., estimated from the business of the preceding year; and other useful clauses are contemplated.

THE FIRST PETITION UNDER 36 & 27 VICT. c. 69.—Within the last few days a "summons and plaint" has been issued in the Court of Queen's Bench, in which even the illustrious rank and character of the defendant make the proceeding one worthy of some notice in the press. The plaintiff—or, as we believe we ought to call him, the "suppliant"—is Mr. James O'Grady, a contractor for some repairs to the barracks at Athlone. The defendant is no less a personage than Her Most Gracious Majesty the Queen. This is the first time that Her Majesty, or any English Sovereign, has ever referred a claim made against the wearer of the Crown to the adjudication of an Irish court. Up to last session any inhabitant of Ireland who made such a claim could only obtain an adjudication upon it in one of the English courts. This has been the case in all periods of our history. The only mode of obtaining redress in any case in which the Sovereign was concerned was by a "petition of right" addressed to the Sovereign, and stating the grievance of which the subject complained. The Sovereign endorsed on the petition the words, "Let right be done," and with this authority the tribunals proceeded to deal with the complaint as they would do if it were a case between subject and subject. But all these matters were only cognisable in the English courts. No Irish court ever entertained a "petition of right." Even when the grievance complained of originated in Ireland, the petition of right could only be prosecuted in an English court. This state of the law suggests questions of interest in a constitutional point of view. Even when Ireland was a separate kingdom, and after her legislative independence was established, petitions of right from Ireland could only be heard in the English courts, and this continued to be the law up to the 5th of last August, the day upon which Parliament was prorogued. Upon that day, and among the last Acts of the session, Her Majesty gave her assent to a statute under which petitions of right from Ireland are in future to be tried in the Irish courts. The case of Mr. O'Grady supplies a strong illustration of the necessity of the recent statute. As we have already said, Mr. O'Grady was a contractor for some repairs to the barracks at Athlone, and for some claim arising out of that contract he brought an action against Mr. Cardwell, the Secretary at War, with whom, in terms, the contract was made. Mr. Cardwell defended himself by saying that, although the contract was, in terms, made with him, yet he only entered into it as the agent of Her Majesty, and that, therefore, the remedy was not by action against him, but by petition of right against the Queen. The Court of Exchequer (7 Ir. L. T. Rep. 15) ruled that the defence was a good one, and Mr. O'Grady was left without any means of trying his case, unless he could bear the expense of bringing all his witnesses to London, and trying in Westminster whether he was entitled to the payment he claimed in respect of work done in the town of Athlone. The matter attracted considerable attention both in England and Ireland, and one of the English legal periodicals suggested that some Irish member should bring in a Bill to enable the trial of a petition of right to take place in an Irish court. The same course was previously urged in the *Irish Law Times*, our only legal periodical. Mr. Butt acted on this hint, and prepared and brought in The Petitions of Right (Ireland) Act 1873. With the aid of Sir Colman O'Loghlen, he succeeded in passing it into a law; and under the provisions of that statute, and in accordance with the decision of the Court of Exchequer, Mr. O'Grady will now try in Dublin his action against the War Office under the form of a petition of right against the Queen. It would be impossible in an article like this to review that most interesting portion of legal history and constitutional jurisprudence which is connected with the remedy by petition of right. In old times the remedy was encumbered by forms of procedure which, even when they had become antiquated, it was necessary to observe. In 1860 the late Sir William Bovill succeeded in passing an Act which substituted for these ancient forms a simple and intelligible procedure, which made the remedy against the Sovereign just as accessible to all persons as that against any of her subjects. In the Act passed by Mr. Butt the provisions of Sir William Bovill's Act are adopted, and applied to petitions of right which are prosecuted in Ireland under its provisions. This enactment is one of great importance, both in a practical and constitutional point of view. If other departments thought proper to avail themselves of the precedent established by the War Office in that case, no Government contractor in Ireland could have recovered compensation in any Irish court for any breach of his contract on the part of the officials. His only remedy was by a petition of right against Her Majesty, which could be prosecuted only in the Westminster courts. It is something to have given to every Irish contractor a mode of redress against injustice, which cannot be defeated by a department throwing the legal responsibility on the Queen. One memorable petition of right from Ireland was prosecuted some years ago in the English Court of Queen's Bench. It was that of Mr. Stephen Fox Dickson, who sought to recover from the Queen duties which he alleged had been illegally exacted from the spirit grocers of Ireland. The petition was founded on a judgment of the Court of Exchequer Chamber of Ireland, which decided that the duties exacted were not warranted by law. The officers who had levied them protected themselves by a plea that they had paid them over to the Exchequer. Mr. Dickson's only remedy was by a petition of right in the English courts. Five judges in the English Court of Exchequer Chamber overruled the decision of the Irish court. In future the complaints of Irishmen arising out of Irish transactions will be tried where they ought to—before the Irish tribunals—who are now, strange to say, for the first time empowered to decide upon all Irish cases, without the reservation of any portion of their jurisdiction to the English courts.—*Freeman's Journal.*

LEGAL EXTRACTS.

THE JUDICATURE COMMISSION AND THE IRISH COUNTY COURTS.

Report on the Application of the Principles recommended by the Judicature Commission to the Irish County Courts, by Mr. CONSTANTINE MOLLOY.

[Read before the Statistical Society of Ireland.]

(*Continued from p.* 259.)

SUFFICIENT, I think, has now been said to indicate how defective the Irish County Court is as a means for administering ready and efficacious justice between parties of humble means, and how much this tribunal requires, in small cases, that complete and effective jurisdiction possessed by the corresponding tribunal in the sister kingdom. Many legal reforms from time to time, usually applied to the English County, Court, have rendered that tribunal what it now is; but these reforms have not been applied to the Irish tribunal, and hence it is that the Irish County Court, originally established to supply a great public requirement, has been suffered to fall behind in the progress of improvement. This is much to be regretted on many grounds. To repeat what I said four years ago, when bringing the subject of the Irish County Courts under the notice of this society: "The cause of law and government in Ireland has suffered great loss of prestige from the delay that has occurred in the extension to Ireland of the most obvious reforms, till long after they have been introduced in England; and one of the most effectual means of restoring that prestige and imparting confidence in the law, would be found in the prompt carrying out of practical legal reforms, in which large and especially the humbler classes of the people are deeply interested."

The suggested improvement of the County Court raises questions that concern the constitution of the court—first, as regards the judge; and, secondly, as regards the chief administrative officer of the court.

Upon the first of these questions it is right to bear in mind that the institution of the County Courts in Ireland was borrowed from Scotland, where, upwards of a century and a half ago, analogous tribunals were established. The Scotch Court is presided over by a lawyer, whose official name as sheriff is likely to mislead in Ireland, and cause him to be confounded with the officer in this country who bears that title. The Scotch sheriff is the judge of what may be called the Scotch County Court. He has both a civil and criminal jurisdiction; but in trying criminal cases he has not any of the justice of the peace associated with him. He alone is the judge of the court; just like the case of a recorder of a borough in this country.

It has been suggested that with the proposed improvement of the Irish County Court it will be necessary and desirable to prohibit the Irish County Court Judges from practising, and also to oblige them to reside in their counties. In that suggestion I cannot agree, for I fail to perceive the necessity or expediency of making in the constitution of the Irish County Court so great a change. In my humble judgment, such an alteration will not tend to promote the efficiency of the tribunal or secure it public confidence; but may, on the contrary, be attended, I greatly fear, with results the reverse of beneficial.

The same suggestion has been from time to time made as regards the Scotch County Court; and I beg to call attention to this fact, not merely because it fortifies the opinion which I have expressed, but especially because it shows how the proposed alteration in the constitution of the Scotch court was regarded and dealt with in the case of a people who are so keenly alive to their true interests, and who know how so well to promote them.

The commissioners appointed to inquire into the courts of law in Scotland had amongst them such men as Lord Colonsay, Lord Selborne, Lord Moncreiff, the late Mr. Justice Willes, the present Lord Advocate, the Lord Advocate of Mr. Disraeli's Administration, and Mr. Sclater Booth. In their fourth report, made in 1870, these commissioners, when dealing with the subject of the proposed changes in the constitution of the sheriff's court, say:

"The most important general question in regard to the constitution of these courts which we had to consider, was a proposal, by no means new, to prohibit the sheriff from practising before the Supreme Court; to compel him to reside in his county. On this and other proposed changes there was submitted to us a very large body of evidence, which we have considered very anxiously, along with the views of the Law Commission, presided over by Sir Ilay Caulfield, which reported in 1818, and also the report of the Law Commission in 1834. That report, which is signed by very eminent names, including Professor G. J. Bell, Andrew Skene, Robert Jameson, Andrew Rutherford, and Adam Anderson, very elaborately discussed this question, and stated the result of their opinion in the following terms:

"Upon this subject it has been strongly pressed upon us that if resident sheriffs were appointed in all the larger and more populous counties, and if the other districts were enlarged so as to afford full employment to the principal sheriffs, a salary might be attached to the office sufficient to induce men in high practice and repute at the bar to accept of the situation. But, after much consideration, we are unanimously of opinion that this change would be highly prejudicial to the administration of the law in the local courts."

When giving the grounds of their unanimous opinion, the Commissioners of 1818 remarked:

"There is great risk of evil in the provincial residence of a judge, even when persons can be obtained confessedly competent to discharge the duties. An individual in that situation is exposed to all the influences, attachments, prejudices and local feelings disadvantageous to his character and authority, and even if he be supposed free from the operation of such bad influence, the mere circumstance that he has already reached the summit of his ambition, will tend to diminish his industry and utility as a judge, while his remote insulated situation excludes the salutary and counteracting effect of public opinion, by which the exertions of those who fill the highest judicial station are animated and controlled."

"Nor is this mere speculation. We have ascertained it to be a matter of fact that, notwithstanding the well-known talent and integrity of the sheriff's substitute, there is in Scotland a strong feeling of confidence in the decision of a judge who is remote from all local influences, and independently of any superior qualifications for the office. The mere circumstance that the principal sheriff is not resident in the county is considered both by litigants and practitioners as a practical advantage."

"Many of the witnesses examined by us concur in this opinion; but if the feeling thus expressed is less marked than it was in 1834, it must be recollected that our predecessors reported under circumstances to which the Act of 1838 has practically put an end. At that time the practitioners and the public had witnessed before them the evils of an uncontrolled resident sheriff."

The Commissioners of 1834 thus state the conclusion at which they had arrived:

"We are decidedly of opinion, therefore, that such a change in the existing system of the local jurisdiction in Scotland is not only uncalled for, and unlikely to afford any solid advantage which we do not at present possess, but that it would be attended with the most injurious consequences to the administration of justice in our local court."

Following on this report of the Commissioners of 1834, the statute of 1 & 2 Vict. c. 17, was passed in 1838. It contains the following provision in clause 3: "Every person who shall be hereafter appointed to the office of sheriff's depute, shall be an advocate of three years' standing at least, and shall have been at the time of his appointment in practice before, and in political attendance upon the court of session, or acting as sheriff's substitute; and after such appointment every such sheriff, with the exception of the sheriffs of the counties of Edinburgh and Lanark, shall be in habitual attendance upon the said court of session during the sitting thereof."

In 1853 the bill for the Act of that year, which at present regulates the procedure in the sheriff's court, was submitted to a select committee of the House of Commons; and this question in regard

to the residence of the sheriff in his county was, we are aware, very fully brought before them, and it was resolved to adhere to the present constitution of those courts :—

"We (the commissioners of 1870) see no reason for disturbing the system thus deliberately and repeatedly approved of. The evidence before us proves that, as regards the functions of the judges, these courts are in thorough working order. Not a trace of the evils alluded to in the report of 1834 is to be found in the testimony of the witnesses we have examined. So complete, although imperceptible and silent, has been the executive control of the sheriffs, that the community have forgotten that there ever was a time when a resident sheriff was suspected of local partiality."

It will be thus seen that the suggestion of making the County Court judges reside in their counties, and cease practising before the Superior Courts, has been repeatedly considered, as regards Scotland, by the eminent men who formed the commissions of 1818 and of 1834; by the Legislature itself in 1838, when the 1st and 2nd of the Queen was passed; again, in 1853, by a select committee of the House of Commons, when the statute which at present regulates the procedure of the Scotch County Court was passed; and finally by the commissioners of 1870. And on each of these occasions we see that the suggestion was strongly disapproved; and in 1838 the Legislature, so far from adopting the suggestion, passed a statute requiring all future appointed County Court judges to be in habitual attendance on the Superior Court during its sittings.

For the proper and effective carrying out of the administrative duties that will arise when jurisdiction in equity is conferred on the Irish County Courts, the judge will require and should have the assistance of an efficient and competent officer to assist him in discharging these duties. To secure this object it will not be necessary to create any new office. It will be only requisite to apply to the office of clerk of the peace the same principles for the regulation of the office as exist in England. In this country the clerk of the peace is registrar by statute of the County Court (14 & 15 Vict. c. 57, s. 10). In England the patronage of those who appoint to the office of registrar of the County Court is restricted by an Act passed in 1846, by which the registrar of the County Court is required to be an attorney of one of the Superior Courts, and be approved of by the Lord Chancellor. The registrar in England is not enabled to appoint a deputy, except in cases of illness or unavoidable absence—and then only an attorney approved of by the judge. Had a similar restriction been adopted in 1851, when the present Irish County Court Act (the Civil Bill Act) was passed, the majority of the present clerks of the peace would all be qualified, as the corresponding officers are in England. It is unnecessary to disturb the existing patronage; it is only necessary to restrict it as in England.

The office of clerk to the Crown has been long since recommended to be consolidated with that of clerk of the peace. For the diminution of crime in Ireland, and the large amount of criminal business disposed of at the quarter sessions, the duties of clerk of the Crown have been very considerably lessened from what they were formerly. As the clerks of the Crown and of the peace are each of them required to keep an office open every day in the county town, there would be a great economy in having only one office, and the consolidation of the two offices would enable the new officer to have an effective assistant to attend in his office, or assist him when the clerk of the Crown and peace would be elsewhere employed, or engaged in one or other of the courts at the assizes.

Both the clerk of the crown and the clerk of the peace are paid upon a novel complicated system. By some statutes they were allowed expenses only; by others they were allowed both expenses and remuneration; some duties are covered by salary, and others are paid for by fees —the latter being of a most complicated nature under numerous statutes. This should all be terminated by the fees being converted into stamps, as has been done in the case of the petty sessions' clerks. The stamps should be under the regulation of the registrar of petty sessions' clerks, who should thenceforward be called the registrar of local court officers—all cases where expenses have been allowed to clerks of the peace, being provided for out of the stamps, and the balance handed over in aid of local rates, upon which salaries and superannuations are charged. This regulation of the office would enable the principle of superannuation, already applied to other county officers, to be extended to clerks of the peace. The consolidation of the offices of clerk of the Crown and clerk of the peace would be accelerated by extending to these cases the principles of superannuation applied in 1866 to the case of case of county treasurers, in order to *facilitate* the transfer of their duties to the county banks and secretaries of grand juries.

The report of 1870 already referred to, upon the Scotch court, contains a valuable suggestion for consolidating the office of clerk of the commissary court and that of the registrar of the Scotch County Court. The clerkship of the Commissary Court is an office corresponding with our district registrarship of the Probate Court. In order to make the consolidation of the offices of clerk of the peace and clerk of the Crown as effective as possible, and also to secure an adequate salary, without creating unnecessary charges upon the taxpayers, and, further, to provide for more local means of proving wills and obtaining administration in the cases within the jurisdiction of the County Court, I would suggest that whenever the office of a district registrar under the Probate Court should become vacant, the duties of the office should thenceforward be transferred to and discharged by the clerks of the peace in each of the counties included in such district.

In order to effect the improvement of the Irish county courts above recommended, I beg to submit the following summary, or heads of suggestions :

1. That the Irish County Courts should have, as in England, jurisdiction in any case where the title to any land, hereditaments, easement, or licence is in question, provided the value or rent of the land or hereditament in dispute, or affected by the easement or licence, does not exceed £20.

2. That the Irish County Court should have completed jurisdiction in all cases in equity limited in value and amount to the same extent as its probate jurisdiction is now limited—viz., where personalty is affected up to £200, and so far as realty is affected up to £300.

3. That the County Courts of Meath, Kildare, Wicklow, and Dublin, should have the same jurisdiction in probate cases as the other county courts in Ireland.

4. That whenever the office of district registrar becomes vacant, the duties of such office in each county within the district should thenceforward be performed by the clerk of the peace.

5. That the clerk of the peace in the counties of Meath, Kildare, Wicklow, and Dublin, repectively, should perform the duties of a district registrar for these counties.

6. That the Irish County Courts in all maritime counties should have the same jurisdiction in cases of freight and demurrage and Admiralty cases as the English County Court has.

7. That the Irish County Court should have jurisdiction in bankruptcy to the same limit as it now has in cases of wills already referred to.

8. That the rules of law for fusing law and equity, and for giving preference to equitable principles, and all the rules of law enacted and declared by the Judicature Act, 1873, should be in force and have effect in the Irish County Court, so far as the matters to which such rules relate shall be respectively cognisable by such court, to the same extent as such rules will, after the 2nd Nov. 1874, be in force and receive effect in the English County Courts.

9. That the principles of the law enacted by the 1 & 2 Queen, c. 119, requiring the judge of the Scotch County Court, when not discharging the duties of his office, to be in "habitual attendance upon the Superior Courts during their sittings, should be extended to Ireland, and apply to all future County Court judges in this country."

10. That the power of appointing to the office of clerk of the peace should continue as at present, but subject to the same restriction as in England, so that every future clerk of the peace shall be a solicitor approved of by the Lord Chancellor, or one of the existing deputies who has discharged the duties of his office to the satisfaction of the County Court judge.

11. That the right of appointing a deputy by any future clerk of the peace should, as in England, be limited to cases of illness or unavoidable absence, and to a person who may be qualified to be a clerk of the peace, and approved of by the judge.

12. That all fees received by the clerk of the peace should be converted into stamps, and be accounted for with the registrar of petty sessions' clerks, to be thenceforward called the registrar of local officers, and the surplus, after payment of salaries, to be applied in relief of the local taxes.

13. That the salaries of all future clerks of the peace, and of such existing clerks of the peace as submit their emoluments to regulation, shall be fixed by the Lord Lieutenant, who shall also have power to apply the rules of the General Superannuation Act to their superannuation.

14. That in any county where, from its size or other cause, the Lord Lieutenant shall approve of an assistant to the clerk of the peace being employed, the salary and superannuation of such assistant shall be subject to the like regulation, and an assistant shall be provided in every case where the offices of clerk of the Crown and clerk of the peace are consolidated.

LAW SOCIETIES.

BIRMINGHAM LAW SOCIETY.

THE annual meeting was held at the Queen's Hotel, on Friday last; Mr. W. S. Harding (vice-president) in the chair.

The report, which was taken as read, stated that the number of members was 163 as against 160 for the year 1872. The committee had sought to maintain the efficiency of the library by purchasing the principal legal works published during the year, and in addition to the Inclosure Acts referred to in the report of the committee for the year 1872, the committee had now been able to acquire, as they believed, all the local and personal Acts relating to the counties of Warwick, Worcester, and Stafford, from the 1st Geo. 2. to the present time, with a very large collection of canal, railway, and road Acts, affecting the midland counties. The expectation the committee had of being able to commence the liquidation of the large balance due from the society to the honorary treasurer had not been realised, the whole of the income for the year having been absorbed in further additions to the library which it appeared most expedient to make before the publication of the new catalogue, which was now in the hands of members. The number and value of the additions would be seen by a cursory inspection of the catalogue, which had grown from a mere pamphlet into a volume. During the year four examinations had been held in Birmingham, and Mr. C. T. Saunders had supplied the following statistics of the results :—Number of candidates presented, 60; passed, 42; postponed, 7; absent, 11. The report dealt also with the following subjects :—

Supreme Court of Judicature Act.

Your committee do not propose to discuss in detail the provisions of this important measure, which received at their hands in conjunction with the associated law societies, the closest consideration. Mr. W. Evans and Mr. C. T. Saunders, as a deputation from your committee, attended a meeting of deputations from the associated provincial law societies at Manchester, upon the provisions of the Bill, and a sub-committee at such meeting was appointed to bring under the notice of the Lord Chancellor the suggestions then agreed upon, and action in support of the district registries clauses was afterwards taken, upon such clauses being threatened with opposition in the interest of the London practitioners. The beneficial working of this all-important measure will, in the main, depend upon the Rules and Orders now in course of preparation, and with reference to which it is hoped the provincial law societies will be consulted before the same are issued for adoption as a code of practice. Your committee are not unanimous in opinion as to the practical value of the district registry clauses, but they agree that for some time to come large powers of removing proceedings to the London or other registries, at the instance of defendants, must be accorded, to prevent delay, inconvenience, and, in many instances, useless expense.

Land Transfer Bill.

Upon this Bill being issued, its provisions were at once considered by your committee, and an elaborate analysis made by Mr. G. J. Johnson, afterwards enlarged into the paper read by that gentleman at the meeting, in this town, of the Metropolitan and Provincial Law Association, a copy of which paper has been sent to each member of your society. Your committee refer to that paper as containing an exhaustive summary of the principles of the proposed measure, and for such summary the Profession generally are, in the opinion of your committee, much indebted to the author.

Married Women's Property Bills.

These Bills, upon their introduction, received the consideration of your committee, and a report thereon, afterwards embodied into a petition to the Legislature, was prepared by Mr. C. E. Mathews. The provisions of the Act of 1870, if continued, unquestionably require to be supplemented in many respects, to bring the law of husband and wife, as regards property, into a satisfactory condition; but the crude and ill-digested proposals of the last session were far from accomplishing this result, and would have worked an entire revolution in the social and legal relationship of husband and wife; and neither Bill effectually grappled with the serious questions arising upon the Act of 1870 between married people and their creditors.

Tribunals of Commerce.

The Judicature Commissioners having issued a series of questions with reference to the desirability of the establishment of tribunals of commerce, and requested the answers of your committee thereto, your committee unanimously concurred in replying—that it was undesirable to establish tribunals of commerce or any special tribunal for the trial of commercial cases, the reasons for such opinions being that all cases,

whether commercial or otherwise, ought to be decided according to law and by the ordinary tribunals, unless the parties by mutual consent choose to substitute an arbitrator with unlimited discretion—in fact, a friendly mediator; and that if the existing tribunals were not competent or convenient tribunals for the decision of commercial questions of any complexity (and it was conceded that in some instances they are not), they conceived the true remedy to be not to create a new or nondescript tribunal, which would combine the defects of a judicial tribunal and a non-judicial arbitrator without the benefits of either, but to improve the procedure of ordinary tribunals.

Legal Education and Law Lectures.

These important questions have received considerable attention from your committee, and they have, after an interview upon the subject with a deputation from the Law Students' Society, sent to the latter society a paper of suggestions for their consideration.

Your committee, while fully admitting the defects in the existing system of legal education, are not prepared to assent to the proposition that the only remedy is to be found in a system of lectures. Law lectures, at the present time, to be of any practical value to students seeking admission on the roll of solicitors, should be of an elementary, tutorial character, rather lessons than professional lectures, and the difficulty of providing competent tutors will readily occur to all; nor must the financial obligations arising upon undertaking such an obligation by the society be overlooked.

The last report of the Liverpool Law Society records a great falling off in the number of subscribers and in the attendance at the law lectures, established there under professors of acknowledged eminence, and the probable necessity of recourse to the guarantee fund to supplement the fees paid by students.

Remuneration by Commission.

A revised scale of charges by commission was submitted to your committee for consideration by the council of the Incorporated Law Society. Your committee approving, as they do, of the principle of charging by commission, urged in reply that action should be taken to obtain legal sanction to the principle before settling the details. This sanction cannot now be long withheld, and your committee are glad to find the scale adopted by them in conjunction with other provincial law societies in such general use, and with, so far as their information goes, satisfaction to the client as well as the practitioner.

Requirement of written Authorisation for Payment of Money to Solicitors.

The attention of your committee has been directed to the lax practice, now so general in this neighbourhood, of paying money to the solicitor concerned without the written authority of the client. This practice, involving such serious responsibility to practitioners, should, we think, be abandoned, and a written authority required and given in all cases, and no question of distrust or doubt should be implied from the requirement. A resolution upon this subject will be submitted to the meeting.

Organisation of the Profession.

The increase of the number of country members of the council of the Incorporated Law Society, under the new charter, was welcomed by your committee as an important point gained in improving the organisation of the Profession; and, with a view to secure a proper representation of the Midland Counties, they caused Mr. C. T. Saunders to be nominated as a candidate for the council, and they report his election thereon.

Your committee while noticing that of all the provincial towns Birmingham has by far the greatest number of practitioners members of the Incorporatad Society, would still urge upon their constituents that as the Incorporated Society is now the recognised centre of the organisation of the Profession. the desirability of further increasing the roll of country members.

Metropolitan and Provincial Law Association.

The annual meeting of this society was held here on the 21st and 22nd Oct. last, and was well attended. Several papers of considerable importance were read and discussed, and your committee have received from nearly all the visitors acknowledgments of the attention and hospitality shown them.

Mr. G. J. Johnson moved the adoption of the report. He said he did not think it contained anything calling for remark except the question of finance. The fact of the committee coming before them with outstanding liabilities amounting to £635 called for their serious consideration. Every member, however, should understand that the expense incurred had not been unauthorised. It had been contracted in pursuance of a resolution passed at previous annual meetings, and with the full authority of the committee. When the question of extending the library came up they found they must either run into debt or do half the work they wanted to do. The right way of dealing with the matter would be to enter into a subscription for the purpose of liquidating the debt; and with that in view, he would move the following addition to the resolution: "And that this meeting is of opinion that the balance of debt and liability should be forthwith cleared off by a subscription among the members of the society." He reminded them that, with the passing of the Judicature Act, they would all have to go to school again; and, such being the case, more books would be required, so that the library would be more valuable than ever.

Mr. Lewis seconded the motion, which was carried.

A subscription list was handed round among the members present, and donations to the amount of £320 promised towards the liquidation of the library debt.

Mr. Rowley proposed, and Mr. Crompton seconded, that the members of the committee be increased from fifteen to twenty-one, which was carried; and on the motion of the Chairman, seconded by Mr. Horton, thanks were voted to the retiring auditors, and Messrs. Jelf and Griffin were appointed auditors for the ensuing year.

Mr. Allen moved: "That in the opinion of this meeting the practice of paying money to the solicitor concerned, without the written authority of his client, should, from the serious responsibilities resulting therefrom to practitioners, be abandoned, and the written authority of the client given and required in every instance without the least idea of doubt or distrust being implied from such requirement." He said the chief difficulty would arise from purchase moneys and mortgage moneys. He had heard that there were practitioners of high respectability who felt that a sort of distrust was thrown upon them when they were asked for the written authority of their clients on occasions when money was paid, and the intention of the resolution was to meet that difficulty.

After some discussion the resolution was amended as follows: "That, in the opinion of this meeting, the practice of paying money to a solicitor concerned, without the written authority of his client, should, from the serious responsibilities resulting therefrom to practitioners, be abandoned, and the written authority of the client given and required in every instance where the receipt of the solicitor himself would not be a legal discharge, without any idea of doubt or distrust being implied from such requirement."

Mr. Lee seconded the motion, and it was carried.

A proposition that the Profession should observe as general holidays the days appointed as bank holidays was withdrawn, several members contending that it would be very inconvenient to close their offices on those days.

The retiring members of the committee were re-elected.

BIRMINGHAM LAW STUDENTS' SOCIETY.

THE annual dinner of the Birmingham Law Students' Society took place on Wednesday night, the 5th inst., at the Great Western Hotel, Monmouth-street.

Mr. Joshua Williams, Q.C., presided; and amongst those present were—Dr. Sebastian Evans, Messrs. W. H. B. Rosher, Loxdale Warren, F. Williams, C. T. Saunders, Jacob Rowlands, E. L. Tyndall, W. Lowe, E. B. Rawlings, G. H. Hickman, T. H. Gem, T. Spencer, C. Davies, &c.

After dinner the Chairman proposed the health of the Queen, which was duly honoured.

The statement of accounts showed that the receipts for the year amounted to £61 11s.: disbursements, £53 13s. 4d.; showing a balance of receipts in excess of expenditure of £7 7s. 8d. This sum, with the balance in hand at the end of 1872—£13 8s. 6d.—amounted to £20 16s. 2d.; £15 of which has been expended in books.

On the motion of Dr. Evans, seconded by Mr. Rawlings, the report and statement of accounts were unanimously adopted.

The annual report of the committee was then read by the secretary (Mr. W. H. Warlow). The committee congratulated the members on the marked improvement which had taken place in the state of the society, numerically and financially, and on the increasing importance and usefulness of the society. The number of members had increased from 168 honorary members last year to 172 this year, and from fifty-one to sixty-two ordinary members, five of the latter having been admitted, and sixteen new members having been elected. Of those who had passed the first examination, Mr. R. A. Pinsent obtained the distinction of a certificate of merit from the London Incorporated Law Society. There had been twenty ordinary meetings, the attendance at which had doubled itself within the last two years. Legal and jurisprudential subjects had been debated; and lectures had been delivered upon subjects most serviceable to articled clerks by Mr. W. H. B. Rosher and Mr. G. J. Johnson.

The President then proposed, "Prosperity, to the Birmingham Law Students' Society." He believed he was expected to give them a little advice, and also to address them to some extent upon the question of law reform. He was a fellow student of theirs, and he said no man who was worth anything ever ceased to study. (Hear, hear). A man would go on studying to the end of his days if he were worthy the name of a lawyer, therefore he advised them to study on, but let them not work too hard. They had a very long race to run, and it would be well not to run too fast at first. There was another thing which he scarcely needed to remind them of, and that was that a lawyer ought to be an honest man. (Laughter.) It was said by an eminent judge, and he agreed with his Lordship, that a man might be an honest man who was not a lawyer. (Laughter.) He (the Chairman) was quite sure that a man who was not honest did not deserve the name of a lawyer. (Hear, hear.) The man who began by deceiving others generally ended by deceiving himself. (Hear, hear.) As to law reform, he might say that those who were young had the advantage of the older students of the law, because all would have to go to school again. He had been anxious for law reforms for many years, and, according to the best of his opportunities and abilities, in many different ways, he had advocated changes, some of which, he was happy to say, had come to pass, and he hoped that more would come to pass. (Hear, hear.) In many respects nothing could be more unfortunate than our present system, and, he was almost going to say, that almost any change would have been for the better. The system of law and the system of equity were a wonderful anomaly. The most extraordinary part of the thing was that they had equity, which originated in a liberal system, and which was intended to control the harshness and rigidity of the common law, freezing into a system of dry and hard technicalities. (Hear, hear.) Common law, which originated in a system of harsh, dry, hard, rules, was administered in a much more liberal spirit than were the rules of equity, which originated in liberal principles. It was high time that such a state of things should come to an end. (Hear, hear.) What was wanted was a fusion of law and equity, and he would like to see equity administered in the same liberal spirit in which common law was now administered. He would also like to see the same principles of law carried out without the necessity of beginning, as one must now, in one court, and then, if they were wrong, or turned out, having to go to another court. He did not think it desirable that the success of a suitor should be made to depend upon the door through which he entered, as was the case at present. In theory, the doors of the temple of justice were open to all, but in practice it was not so. He thought that in carrying out the reforms contemplated the great principle of the division of labour should not be lost sight of. His opinion was that the law was far too great for any man to be acquainted with the whole of it. He would like to have things arranged so that every man's suit should be relegated to that court which was best qualified to deal with the points involved. He would like to see a mercantile court presided over by a judge thoroughly acquainted with mercantile law—(hear, hear)—and he would like to see the same principle adopted with regard to real property, criminal, and other cases. In conclusion, he said their great aim should be to improve and advance the civilisation of the country—to lead people, as far as they could, to amass wealth; and, having obtained wealth, to take care that they should have the enjoyment of it. The worst thing that could happen to the legal Profession would be a state of communism, when the whole framework of society would be dissolved. He had heard of some wonderful promises made in Birmingham about free land. Being one of the timid class—(laughter)—he feared the time would never come when every man should have as much land as he liked—(laughter). It would be a bad thing for lawyers if all the taxes were paid by those who had property, and all the laws made for those who had none. (Laughter and applause.) He thanked them heartily for the cordial manner in which they had received him. (Applause.)

Mr. H. Johnson responded.

Mr. Saunders proposed "Health and prosperity to the Bench and Bar," to which Mr. Loxdale Warren responded.

Several other toasts followed.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's Inn Hall on Wednesday, the 11th Feb., Mr. H. H. Crawford in the chair. Mr. Castle opened the subject for the evening's debate, viz., "That the Criminal Law Amendment Act should be abolished." The motion was lost by a majority of eight.

LAW STUDENTS' DEBATING SOCIETY.

THE question appointed for discussion on Tuesday evening last was No. CCXXV., Jurisprudential:—Would the establishment of Home Rule in Ireland be beneficial for the United Kingdom? There was a fair attendance of members; Mr. Nicholls presided. After a good debate the question was decided in the negative, by a large majority.

HUDDERSFIELD LAW STUDENTS' DEBATING SOCIETY.

THE first meeting for the present year took place on Monday evening last at the County Court, Mr. J. W. Piercey in the chair. The subject for discussion was, "Should all disputes between employers and employed, respecting breaches of contract, be tried in the Civil Courts?" Messrs. R. Welsh and E. F. Brook conducted the affirmative and Messrs. G. L. Batley and J. H. Dransfield the negative side of the argument. The question having been thoroughly discussed in its political and social bearings, was decided in the negative by the chairman's casting vote.

LEGAL EDUCATION ASSOCIATION.

AT a meeting of the executive committee, held on the 6th Feb., present Baron Amphlett (in the chair), Mr. Justice Quain, Professor Sheldon Amos, Mr. Westlake, Mr. Freshfield, Mr. Burton, Mr. C. Harrison, jun., and several other members of both branches of the Profession. Baron Amphlett resigned the office of president of the association. Mr. A. G. Marten, Q.C., M.P., and Mr. F. T. Bircham were elected members of the executive committee; and the following members of the association were appointed a sub-committee to consider and report upon the draft of a Bill having for its object the incorporation of a general school of law:—Baron Amphlett, Mr. Justice Quain, Professor Sheldon Amos, Mr. Bryce, Mr. Burton, Mr. Clabon, Mr. Farrer, Mr. Freshfield, Mr. Janson, Mr. Jevons, Mr. Longbourne, Mr. J. C. Mathew, Mr. Ralph Palmer, Mr. Ryland, Mr. Fitzjames Stephen, Q.C., Mr. Westlake, Q.C., Mr. Arthur Williams.

The following circular has been issued:—

Dear Sir,—When the Legal Education Association was formed more than four years ago, contributions to the amount of nearly £1000 were sent in by its supporters; and many of the contributors expressed a wish to make their contributions annual subscriptions.

The executive committee, however, declined to receive at that time any annual subscriptions. They considered that the sum already contributed would be sufficient to meet the expenses of the association for some time, and they thought it desirable to postpone any further appeal for money until it was actually required.

That time has now arrived. During four years the committee have printed the statements, circulars, and reports of the association, the speeches of their president, and the reports of their annual meetings. They have circulated them widely amongst both branches of the Profession, and sent them to the members of both Houses of Parliament. They have distributed forms of petition in favour of the motion, twice brought forward in the House of Commons by the present Lord Chancellor, all over the kingdom.

All this work has been done by the association at a very moderate expense, owing to its having had the use of offices rent free, and to its having been able to dispense with paid assistance.

It will be seen, from the accompanying papers, that steps will probably be taken next session for giving legislative effect to the objects of the association; and the committee consider it desirable that they should be prepared with the funds which will be required to meet the heavy expenses which, on the introduction of a Bill, must be incurred in holding public meetings, and for printing and other similar purposes. They feel that it is only necessary to make known the fact in order to obtain the necessary contributions.

Contributions should be sent to the treasurer of the association, J. M. Clabon, Esq., 21, Great George-street, Westminster, or they may be paid in to the account of the association at the Temple Bar Branch of the London and Westminster Bank.—We are, Dear Sir, yours truly,

RALPH PALMER. WILLIAM A. JEVONS.
ARTHUR J. WILLIAMS. JOHN V. LONGBORNE.
Hon. Secs.

51, Carey-street, Lincoln's-inn,
W.C., Jan. 1874.

STATISTICAL SOCIETY.

THE fourth ordinary meeting of the present session, will be held on Tuesday, the 17th inst., at the Society's Rooms, 12, St. James's-square, when a paper will be read on "Some statistics of courts of justice and legal procedure in England," by F. H. Janson, Esq., F.L.S. The chair will be taken at 7.45 p.m.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

S. STONE, ESQ.

THE late Samuel Stone, Esq., solicitor, and formerly town clerk of Leicester, who died on the 5th inst., at his residence, Elmfield, Stonygate, Leicester, in the seventieth year of his age, was born in 1804, and was admitted a solicitor in Michaelmas Term 1825. In 1837 he was appointed town clerk of Leicester and clerk to the Leicester magistrates, the duties of which offices he performed with great zeal and efficiency for a period of thirty-five years. On his retirement, at the close of 1872, he was appointed a magistrate for the borough of Leicester. Mr. Stone was the author of Stone's Justices' Manual, and of other works well known to the legal profession.

PROMOTIONS AND APPOINTMENTS.

N.B.—Announcements of promotions being in the nature of advertisements, are charged 2s. 6d. each, for which postage stamps should be inclosed.

THE Lord Chancellor has appointed Mr. Henry William Ackrell, of Tunstall, a Commissioner to administer Oaths in Chancery in England.

The Right Hon. Lord Coleridge, Lord Chief Justice of Her Majesty's Court of Common Pleas, has appointed Mr. Pelly Hooper, of Weymouth, in the County of Dorset, solicitor, a Commissioner for taking Acknowledgments of Deeds by Married Women, under the Fines and Recoveries Act.

THE COURTS AND COURT PAPERS.

NEW CHANCERY ORDER.—The Lord Chancellor has made an order that the Chancery Easter vacation shall commence on the 2nd April and terminate on the 11th of the same month, both days inclusive.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Jan. 30.

HARTLEY and CARR, attorneys, solicitors, and conveyancers, Colne. Dec. 31. (H. W. Hartley and Wm. Jas. Carr.) Debts by either

Bankrupts.

Gazette, Feb. 6.

To surrender at the Bankrupts' Court, Basinghall-street.

HENNINGS, HENRY, ironmonger, Berwick-st, Soho. Pet. Feb. 3. Reg. Hazlitt. Sol. Wetman, Great George-st, Westminster. Sur. Feb. 18

OFFORD, GEORGE, and FORDER, HERMAN, fancy paper manufacturers, Chisenhale-rd, Old Ford. Pet. Feb. 3. Reg. Pepys. Sols. Lewis, Munns, and Co. Old Jewry. Sur. Feb. 17

ZINGLER, HENRY, commission merchant, Basinghall-st. Pet. Feb. 3. Reg. Hazlitt. Sols. Davies and Co. Sur. Feb. 18

To surrender in the Country.

FIELDEN, JAMES WILLIAM, out of business, Southport. Pet. Feb. 3. Reg. Hime. Sur. Feb. 18

GRAY, JAMES THOMAS, no occupation, Shirley, near Birmingham. Pet. Jan. 29. Reg. Chauntler. Sur. Feb. 27

HENCKEL, CHARLES FREDERICK, merchant, Manchester, and Mechterstodt, in Germany. Reg. Kay. Sur. Feb. 26

SNOWDEN, GEORGE, draper, Flamborough. Pet. Feb. 4. Reg. Woodall. Sur. Feb. 23

Gazette, Feb. 10.

To surrender at the Bankrupts' Court, Basinghall-street.

BEARDSELL, CHARLES, woollen merchant, Gresham-bldgs, Basinghall-st, and Church-ct, Old Jewry, and Ironmonger-la. Pet. Jan. 31. Reg. Hazlitt. Sur. Feb. 26

FULLWOOD, EDWARD, lime merchant, Somerset-pl, Bevenden-st, Hoxton, and Queen-sq, St. James's-pk. Pet. Feb. 6. Reg. Murray. Sur. Feb. 27

VAUGHAN, WILLIAM, gentleman, Cornwall-gdns, South Kensington. Pet. Jan. 27. Reg. Hazlitt. Sur. Feb. 25

WOODWARD, RICHARD HILL, dealer in starch, Upper Thames-st. Pet. Feb. 5. Reg. Pepys. Sur. Feb. 24

To surrender in the Country.

BELL, JAMES GEORGE, wine merchant, Blackheath. Pet. Feb. 3. Reg. Pitt-Taylor. Sur. Feb. 24

FORWOOD, HENRY PEPLOW, cotton broker, Liverpool and Southport. Pet. Feb. 6. Reg. Watson. Sur. Feb. 23

LUKER, GEORGE, commission agent, Banbury. Pet. Feb. 5. Reg. Fortescue. Sur. Feb. 23

MILES, THOMAS, grocer, Manchester. Pet. Feb. 5. Reg. Kay. Sur. Feb. 26

TOWARD, WILLIAM, metal dealer, Newcastle-upon-Tyne. Pet. Feb. 7. Reg. Mortimer. Sur. Feb. 23

WALDRON, HENRY, dealer in scythes, Aston, near Birmingham. Pet. Feb. 4. Reg. Chauntler. Sur. Feb. 20

BANKRUPTCIES ANNULLED.

Gazette, Feb. 3.

DOWLING, EDWARD PLASKET, farmer, Hitchin. May 16, 1865
HOWSE, H. W., chemist, Staple-inn, Holborn. Dec. 10, 1873
PHILLIPS, PHILIP, grocer, Risca. Feb. 7, 1871
RICHARDSON, DESMOND FITZGERALD FRASER, gentleman, Queen's-gdns, Bayswater. Sept. 9, 1873

Gazette, Feb. 6.

EWBANK, COOPER, sharebroker, Manchester. Feb. 5, 1846

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Feb. 6.

BARNES, JOHN, baker, Birkenhead. Pet. Feb. 4. Feb. 20, at two, at office of Thompson and Simm, accountants, Birkenhead. Sol. Downham, Birkenhead

BATEMAN, JOSEPH, Stockport. Pet. Jan. 28. Feb. 19, at two, at the Magnet inn, Heaton Norris. Sol. Duckworth, Manchester

BENJAMIN, SOLOMON, clothier, Greenfield-st, Commercial-rd-east Pet. Jan. 29. Feb. 16, at two, at office of Sol. Barnett, New Broad-st

BERRY, RICHARD, draper, Farnworth. Pet. Jan. 31. Feb. 18, at three, at offices of Sol. Smith, Manchester

BINT, SAMUEL, builder, Birmingham. Pet. Feb. 3. Feb. 18, at eleven, at the King's Head hotel, Birmingham. Sol. Assinder, Birmingham

BIRETTA, PIETRO, hotel keeper, Great Windmill-st. Pet. Jan. 28. Feb. 12, at three, at 43, Great Windmill-st. Sol. King

BODLEY, EDWIN CLARKE, baker, Fulham-rd. Pet. Jan. 31. Feb. 21, at eleven, at offices of Sols. Evans, Laing, and Eagles, Johnst, Bedford-row

BOSTOCK, EDWIN CHUBB, bookkeeper, Leeds. Pet. Jan. 31. Feb. 23, at two, at office of Sols. Bond and Barwick, Leeds

BOURNE, SAMUEL, saddler, Wybunbury. Pet. Feb. 2. Feb. 20, at three, at offices of Sol. Lisle, Nantwich

BRILMAYER, JOHN BAPTIST, baker, Lancaster-st, Newington-causeway. Pet. Jan. 31. Feb. 18, at three, at office of Sol. Norris, Acton-st, Gray's-inn-rd

BROWN, MALCOLM JANSON, clerk, Hoddesdon. Pet. Feb. 4. Feb. 21, at two, at the Guildhall tavern, Gresham-st. Sol. Sparham

BURNETT, THOMAS, grocer, Fullowfield. Pet. Jan. 27. Feb. 24, at three, at office of Sol. Ritson, Manchester

CAVE, CHARLES GIBSON, greengrocer, Spalding. Pet. Jan 21. Feb. 18, at twelve, at office of Sols. Harvey and Cartwright, Spalding

COOPER, WILLIAM, commercial traveller, Kirkdale. Pet. Feb. 2. Feb. 17, at three, at office of Vine, accountant, Liverpool. Sol. Ritson, Liverpool

CORDY, DANIEL CHARLES, tailor, Bristol. Pet. Feb. 5. Feb. 14, at twelve, at offices of Sprod, accountant, Bristol. Sol. Price, Bristol

DEVON, CHARLES, merchant's clerk, Reading. Pet. Jan. 31. Feb. 16, at eleven, at the Forbury, Reading

DICKINS, EDWARD, greengrocer, Derrick-st, Rotherhithe. Pet. Jan. 29. Feb. 16, at three, at office of Chipperfield and Sturt, Trinity-st, Southwark

DICKS, ROBERT, butcher, Norwood. Pet. Jan. 29. Feb. 23, at three, at the Red Lion, Southall. Sol. Philp, Pancras-la and Hayes

ELLISON, THOMAS, photographer, Bath. Pet. Jan. 31. Feb. 18, at one, at office of Sol. Ellison, Bath

FAEHNLEIN, EMILE, warehouseman, Noble-st. Pet. Feb 3. March 2, at three, at office of Sol. Davies, Furnival's-inn

FARR, ALLEYNE EBENEZER DANIEL, schoolmaster, Francis-st, Tottenham-ct-rd. Pet. Jan. 29. Feb. 14, at eleven, at office of Sol. Parker, Lombard-st

FARROW, WILLIAM MORLEY, author, Chapel. Pet. Jan. 31. Feb. 18, at one, at office of Aldridge and Thorn, Bedford-row. Sols Harris and Morton, Halstead

FIELDER, FREDERICK, grocer, Barnet. Pet. Jan. 31. Feb. 16, at three, at office of Sol. Wells, Paternoster-row

FLETCHER, WILLIAM, and STAFFORD, JACOB, joiners, Nottingham. Pet. Jan. 30. Feb. 24, at twelve, at office of Sol. Heath, Nottingham

GRAHAM, ROBERT, mustard manufacturer, Liverpool. Pet. Feb. 4. Feb. 25, at two, at offices of Sols. Messrs. Bremner, Liverpool

HARRIS, GEORGE, and HARRIS, CHARLES RICHARD, fruit salesman, Covent-garden-market, potato-market, Great Northern Railway, King's-cross, Tooley-st, Southwark, and Stoney-st, Borough. Pet. Feb. 2. Feb. 19, at two, at the London Warehouseman's Association, 33, Gutter-la, Cheapside. Sols. Messrs. Cox, Cloak-la

HARRISON, GEORGE, grocer, Sheffield. Pet. Jan. 26. Feb. 12, at two, at offices of Sols. Messrs. Ryalls, Sheffield

HART, FRANCIS, hosiery manufacturer, Leicester. Pet. Feb. 3. Feb. 18, at half-past two, at the Bell hotel, Leicester. Sols. Reece and Harris, Birmingham

HARTJEN, HENRY, merchant, Falcon-st, Falcon-sq. Pet. Jan. 28. Feb. 19, at three, at the rooms of the Warehousemen's Association, 33, Gutter-la, Cheapside. Sol. Sulaman

HAWKES, FREDERICK, and YEATES, JAMES, grocers, Bognor. Pet. Feb. 2. Feb. 24, at one, at offices of Smith, Fawdon, and Low, 12, Bread-st. Sol. Lamb, Brighton

HAWKINS, THOMAS, beer seller, Hull. Pet, Jan. 31. Feb. 19, at twelve, at office of Sol. Spurr, Hull

HILL, JOHN VICTOR, and HILL, WILLIAM ALFRED, merchants, Line-st. Pet. Feb. 2. Feb. 20, at two, at offices of J. F. Lovering and Co., 35, Gresham-st. Sols. Rooks, Kenrick, and Co., King-st, Cheapside

HOOPER, CHARLES HORN, brickmaker, Aylesbeare. Pet. Feb. 2. Feb. 19, at two, at the Turk's Head inn, Exeter. Sol. Peyton, Exeter

HOWES, THOMAS, out of business, Birmingham. Pet. Feb. 2. Feb. 18, at three, at office of Sol. Rooke, Birmingham

HURWOOD, HENRY JOHN, engineer, Roupell-st, Lambeth. Pet. Jan. 29. Feb. 16, at ten, at offices of Messrs. Lewis, Chancery-la. Sol. Long

HUZZEY, JOSHUA, grocer, Pembroke-dock. Pet. Feb. 2. Feb. 21, at eleven, at the Guildhall, Carmarthen. Sol. Williams, Pembroke-dock

IRVING, WASHINGTON, commission merchant, Manchester. Pet. Feb. 5. Feb. 25, at three, at offices of E. Cotton, solicitor, Liverpool. Sols. Messrs. Earle, Son, Orford, Earle, and Milne, Manchester

JONES, WILLIAM, draper, Carnarvon. Pet. Jan. 30. Feb. 27, at eleven, at the Railway hotel, Bangor. Sol. Jones, Carnarvon

KANITZ, IGNATES, importer of foreign goods, Cannon-st. Pet. Jan. 28. Feb. 19, at twelve, at office of Sol. Salaman, King-st, Cheapside

LIDWELL, JOSHUA EDWARD, chemist, High-st, Notting-hill. Pet. Jan. 4. Feb. 20, at two, at offices of Smart, Snell, and Co., accountants, 85, and 86, Cheapside. Sol. Spaull, Verulam-bldgs, Gray's-inn

LYONS, HENRY JAMES, commission agent, Hull. Pet. Feb. 2. Feb. 16, at three, at office of Sol. Chambers, Hull

MCNAIR, JOHN, watchmaker, Nantwich. Pet. Feb. 2. Feb. 20, at twelve, at offices of Sol. Lisle, Nantwich

MAJOR, WILLIAM, watchmaker, West Bromwich. Pet. Feb. 3. Feb. 19, at quarter-past ten, at office of Sol. East, Birmingham

MALEHAM, HENRY, butcher, Salford. Pet. Feb. 2. Feb. 19, at three, at offices of Sol. Leigh, Manchester

MANEY, ROBERT, carpet manufacturer, London-rd, Southwark. Pet. Jan. 29. Feb. 16, at two, at the Hop and Malt Exchange, Southwark-st, Borough. Sol. Arnold, the Exchange, Southwark-st

MARKHAM, CORNELIUS AUBERY, currier, Peterborough. Pet. Jan. 31. Feb. 19, at twelve, at office of Sol. Gaches, Peterborough

MAY, WILELMINA EMILY, builder, Sulhampstead Abbotts. Pet. Jan. 31. Feb. 16, at half-past eleven, at office of Sol. Elkins, Reading

MERCER, EDWARD, innkeeper, Osset. Pet. Feb. 3. Feb. 24, at eleven, at offices of Sol. Stringer, Ossett

MILLER, FREDERIC, chemist, Hastings. Pet. Feb. 2. Feb. 18, at one, at the Law Institution, Chancery-la. Sol. Jones, Hastings

MYALL, WILLIAM JOHN, bootmaker, Kingston-on-Thames Pet. Feb. 3. Feb. 18, at ten, at office of Sol. Barrow, Scott's-yd, Bush-la

NOWELL, JONATHAN, gentleman, Bedwas, near Newport. Pet. Jan. 30. Feb. 16, at twelve, at office of Sols. Henderson, Salmon and Henderson, Bristol

ORVIS, PHILANDER DENSLOW, commission agent, Princess-st, Oxford-st. Pet. Feb. 3. March 3, at one, at office of Sol. Godfray, Bedford-row

PANNELL, JOHN, refreshment-house keeper, High-st, Borough. Pet. Jan. 24. Feb. 12, at twelve, at office of Sol. King, Walbrook

PEREGRINE, JOHN, grocer, Llanelly. Pet. Feb. 2. Feb. 20, at twelve, at the Guildhall, Carmarthen. Sol. Howell, Llanelly

PINN, GEORGE, stone mason, Euston-rd. Pet. Jan. 22. Feb. 18, at three, at office of Sol. Lewis, Hatton-gdn

QUILTER, ALBERT, mattress manufacturer, Old-st, St. Luke's. Pet. Feb. 4. March 2, at three, at office of Sol. Brighten, Bishopsgate-st-without

RALSTON, NIVEN, out of business, Higher Broughton. Pet. Feb. 2. Feb. 19, at three, at office of Sols. Grundy and Kershaw, Manchester

REID, WILLIAM HENRY, architect, Plymouth. Pet. Feb. 3. Feb. 24, at twelve, at office of Sols. Whiteford and Bennett, Plymouth

ROBERTS, GEOFFREY ARTHUR, leather dyer, Richardson-st, Bermondsey. Pet. Feb. 3. Feb. 19, at three, at the Guildhall coffee house, Gresham-st. Sol. Childey, Old Jewry

ROGERS, WILLIAM, pawnbroker, Liverpool. Pet. Feb. 4. Feb. 27, at half-past three, at the Bee hotel, Liverpool. Sol. Day, Runcorn

SEABORN, GEORGE THOMAS, bone boiler, Glaucus-st, Bow-common. Pet. Feb. 3. Feb. 19, at one, at the Guildhall tavern, Gresham-st. Sols. Townley and Gard, Gresham-bldgs, Basinghall-st

SEWELL, WILLIAM, livery-stable keeper, Leamington Priors. Pet. Jan. 27. Feb. 16, at two, at the Bath hotel, Leamington Priors. Sol. Sanderson, Warwick

SIMMONS, DANIEL, plumber, Dorking. Pet. Feb. 3. Feb. 23, at one, at office of Sol. Young, Serjeant's-inn, Fleet-st

SMITH, GEORGE WILLIAMS, tailor, Norwich. Pet. Feb. 3. Feb. 17, at one, at 4, Bishopsgate-st-without. Sol. Clabburn, Norwich

STACY, SAMUEL, and STACY, BENJAMIN, wholesale stationers, High-st, Shoreditch, and New-inn-yd. Pet. Jan. 30. Feb. 16, at one, at the Guildhall coffee house, Gresham-st. Sol. Angell, Gresham-st

STIBBS, JOHN, builder, Gloucester. Pet. Feb. 4. Feb. 14, at eleven, at office of Sol. Essery, Bristol

STRANGWARD, JAMES, bootmaker, Spaldwick, near Kimbolton. Pet. Feb. 4. Feb. 20, at eleven, at the George hotel, Huntingdon. Sol. Gaches, Peterborough

TATTERSALL, THOMAS, grinding frame maker, Burnley. Pet. Jan. 18. Feb. 18, at three, at office of Gill, accountant, Burnley. Sol. Read, Burnley

TAYLOR, JOHN, draper, Sandown. Pet. Feb. 2. Feb. 25, at three, at office of Sols. Fardell and Wooldridge, Sandown

WAINWRIGHT, HENRY, brush manufacturer, Whitechapel-rd. Pet. Jan. 30. Feb. 19, at two, at office of Sols. Linklater and Co. Walbrook

WHITFIELD, EDWIN, victualler, Kent-st. Pet. Feb. 4. Feb. 24, at two, at office of Sol. Layton, Suffolk-la, Cannon-st

WILLIS, JOHN BENJAMIN. Pet. Jan. 30. Feb. 14, at a quarter-past ten, at the Victoria Tavern, Morpeth-rd, Bethnal-green. Sol. Lord, Landsdowne-ter, Grove-rd, Victoria-pk

WRIGHT, MORDEN, surgeon, Walworth-rd. Pet. Feb. 3. Feb. 19, at two, at the Chamber of Commerce, 145, Cheapside. Sols. Rooks, Kenrick, and Co., King-st, Cheapside.

Gazette, Feb. 10.

ALLARD, WILLIAM, and ALLARD, HENRY, stampers, Birmingham. Pet. Feb. 7. Feb. 23, at three, at office of Sol. Jaques, Birmingham

ASHWORTH, MILES, and ATKINSON, MALCOLM JOSEPH, builders, Bacup. Pet. Feb. 7. Feb. 24, at three, at the Market hotel, Bacup. Sol. Tattersall, Blackburn

BALL, THOMAS, provision dealer, Cradley. Pet. Jan. 28. Feb. 19, at eleven, at office of Sol. Pidcock, Worcester

BANKS, FREDERICK RICHARD, coal merchant, Tooting Station, and Mitre-ter, Mitcham-rd. Pet. Feb. 3. Feb. 23, at two, at offices of H. Howse, 49, Leicester-sq. Sol. Morris

BATTIE, EDWARD HICKSON, Doncaster. Pet. Feb. 6. Feb. 23, at two, at office of R. Ellis, 6, St. George-gate, Doncaster. Sols. Burdekin and Co., Sheffield

BLOMFIELD, FRANCIS, manufacturing cutler, Barron's-pl, Waterloo-rd. Pet. Feb. 4. Feb. 24, at two, at office of Howse, Leicester-sq. Sol. Morris, Leicester-sq

BREWER, GEORGE BANNISTER, concrete manufacturer, Manchester. Pet. Feb. 4. Feb. 25, at two, at office of Sols. Addleshaw and Warburton, Manchester

BRIGGS, WILLIAM, patent manure manufacturer, Wills's-ter, Rotherhithe. Pet. Feb. 5. Feb. 24, at three, at office of Sol. Aird, Eastcheap

BROWN, WILLIAM, plasterer, Stockton. Pet. Feb. 7. Feb. 24, at three, at office of Bellringer, Stockton-on-Tees

CARTER, AARON, timber merchant, Hutton Rudby. Pet. Feb. 5. Feb. 20, at half-past eleven, at offices of Sols. Fawcett, Gurbutt, and Fawcett, Stockton-on-Tees

CAMPBELL, JOHN ARCHIBALD, tea broker, Studley-rd, Clapham. Pet. Feb. 6. Feb. 23, at three, at office of Sol. Aird, Eastcheap

CHEVALIER, JEAN ONESIME, tutor, Oxford-ter, Shepherd's-bush. Pet. Feb. 6. Feb. 26, at two, at office of Sols. Wood and Tinkler, Leadenhall-st

COHEN, ALFRED COLEMAN, factor, Bury-ct, St. Mary-axe. Pet. Feb. 5. Feb. 26, at four, at office of Sols. Crook and Smith, Fenchurch-st

COHEN, MICHAEL COLEMAN, mineral broker, King-st, Finsbury. Pet. Feb. 5. Feb. 23, at two, at office of Sol. Christmas, St. John's-chbs, Walbrook

COOPER, HENRY DUDLEY, clerk, Walham-grove, Fulham. Pet. Jan. 21. Feb. 28, at three, at office of Sol. Jenkins, Tavistock-st, Covent-gdn

COOPE, THOMAS, ropemaker, Constable, near Rawtenstall. Pet. Feb. 6. Feb. 24, at three, at the Fox hotel, Manchester. Sol. Fletcher, Bacup

COOPER, EDWARD SIMMONS, portmanteau manufacturer, Queen-st, Cheapside. Pet. Feb. 6. Feb. 24, at eleven, at the Guildhall-coffee-house, Gresham-st. Sols. Ingle, Cooper, and Holmes, City Bank-chbs, Threadneedle-st

COTTERELL, HENRY, dealer in glass, Birmingham. Pet. Feb. 6. Feb. 17, at twelve, at office of Sol. Fallows, Birmingham

CREESE, CHARLES, farmer, Tewkesbury. Pet. Feb. 5. Feb. 20, at eleven, at offices of Sols. Moores and Romney, Tewkesbury

DAVIES, HENRY, joiner, Runcorn. Pet. Feb. 5. Feb. 24, at twelve, at Wilson's hotel, Runcorn. Sols. Davies and Brook, Warrington

DAVIES, RICHARD, joiner, Manchester. Pet. Feb. 7. Feb. 27, at eleven, at offices of Sol. Jones, Manchester

DOUBLEDAY, WILLIAM HENRY, grocer, Liverpool. Pet. Feb. 7. Feb. 27, at three, at office of Sol. Gray, Liverpool

DOUGAL, JOHN ROBINSON, innkeeper, Walton-le-Dale. Pet. Feb. 5. Feb. 24, at two, at office of Sol. Taylor, Preston

DOUGLAS, JOHN, upholsterer, Tottenham-ct-rd. Pet. Feb. 6. Feb. 23, at three, at the Guildhall tavern, Gresham-st. Sols. Lovell, Son, and Putfield

FARMER, LOUIS, merchant, Great Winchester-st. Pet. Feb. 3. Feb. 24, at twelve, at the London Warehousemen's Association, Gutter-la. Sols. Taylor and Jaquet, South-st, Finsbury-sq

FILKIN, WILLIAM, jun., brassfounder, Birmingham. Pet. Feb. 6. Feb. 23, at three, at offices of Sol. Pointon, Birmingham

FRANCE, GEORGE, grocer, Salford. Pet. Feb. 6. Feb. 26, at two, at offices of Sols. Addleshaw and Warburton, Manchester

GERRARD, JOHN, ironmonger, Bolton. Pet. Feb. 7. Feb. 27, at eleven, at offices of Sol. Gooden, Bolton

GLOVER, PHILIP, shoemaker, Rodsley. Pet. Jan. 27. Feb. 24, at three, at the Green Man hotel, Ashborne. Sol. Holland, Ashborne

GOLDSMAN, JOSEPH SAMUEL, picture frame maker, Camden-pas, Islington-green. Pet. Feb. 6. Feb. 23, at three, at office of Sol. Irving, Serjeant's-inn, Chancery-la

GOODE-HUTT, RICHARD, clerk in holy orders, Durham. Pet. Feb. 4. Feb. 26, at eleven, at office of Sol. Hargreaves, Durham

GRAYSON, GEORGE, plumber, Knottingley. Pet. Feb. 5. Feb. 23, at two, at office of Sol. Bolton, Pontefract

HARE, THOMAS, farmer, Easingwold. Pet. Feb. 4. Feb. 20, at eleven, at office of Sol. Crumbie, Stonegate

HARROP, JOHN, boiler coverer, Chorlton-upon-Medlock. Pet. Feb. 6. Feb. 24, at three, at office of Sol. Bent, Manchester

HASTIE, JAMES, gentleman, Brighton. Pet. Feb. 6. Feb. 23, at three, at offices of Clennell, 6, Great James-st, Bedford-row, London. Sol. Brandreth, Brighton

HATCH, WILLIAM, fruiterer, Swansea. Pet. Feb. 5. Feb. 19, at eleven, at offices of Thomas, Cawker, and Co., Swansea. Sols. Davies and Hartland, Swansea

HUTTON, JOHN, fishmonger, Newark-upon-Trent. Pet. Feb. 7. Feb. 26, at twelve, at the Royal Oak inn, Newark-upon-Trent. Sols. Pratt and Hodgkinsons

ILLINGWORTH, THOMAS, provision dealer, Batley. Pet. Feb. 7. Feb. 24, at a quarter-past ten, at offices of Sols. Messrs. Scoles, Dewsbury

IVIMEY, CHARLES, tailor, Blackheath-hill, Greenwich, and Seymour-st, Deptford New Town. Pet. Feb. 2. Feb. 18, at two, at offices of Sol. Walker, Abchurch-la

JAHN, LOUIS, ship chandler, North Shields. Pet. Feb. 4. March 2, at two, at office of Sols. Tinley, Adamson, and Adamson, North Shields

JONES, WILLIAM EDWARD, saddler, Wellington and Dawley. Pet. Feb. 6. Feb. 25, at three, at offices of Sols. Messrs. Knowles, Wellington, Salop

KEY, JOHN, gentleman, Hampton-ct. Pet. Feb. 4. Feb. 23, at twelve, at offices of Brett, Milford, Pattinson, and Co., public accountants, 150, Leadenhall-st. Sol. Musgrave, Albert-bldgs, Queen Victoria-st

KING, THOMAS, general dealer, Hall-ter, St. James's-rd, Bermondsey. Pet. Feb. 5. Feb. 23, at two, at offices of Sol. Nind, St. Benet-pl, Gracechurch-st

KINGHORN, THOMAS, cart proprietor, Gateshead. Pet. Feb. 7. Feb. 24, at two, at offices of Sols. Messrs. Joel, Newcastle-upon-Tyne

LAZARUS, SOLOMON, general dealer, Wardour-st, Oxford-st. Pet. Feb. 5. Feb. 23, at eleven, at office of Sol. Haigh, jun., King-st, Cheapside

LIEBMAN, THOMAS, iron agent, East India-avenue, Leadenhall-st. Pet. Feb. 5. Feb. 27, at three, at office of Charlton, 9, Gracechurch-st. Sols. Rowley, Page, and Rowley, Great Winchester-street-buildings

LOCKWOOD, CHARLES, tailor, Fleet-st. Pet. Feb. 3. Feb. 23, at one, at office of Sols. Reed and Lovell, Guildhall-chmbs, Basinghall-st

MAKIN, GEORGE, beer retailer, Hulme. Pet. Feb. 7. Feb. 23, at three, at office of Sol. Smith, Manchester

MARSHALL, WILLIAM JOHN FREDERICK, solicitor, Kettering. Pet. Jan. 28. Feb. 18, at twelve, at offices of the said Marshall, Kettering. Sol. Rawlins, Kettering

MAYFIELD, JOSEPH, sen., butcher, Swineshead. Pet. Feb. 4. Feb. 21, at one, at office of Sol. Bean, Boston

MILLER, JULIUS SAMUEL, attorney-at-law, Bond-ct, Walbrook. Pet. Feb. 6. Feb. 21, at two, at the Chamber of Commerce, 145, Cheapside

MINHINNETT, WILLIAM EDWARD, licensed victualler, Tavistock. Pet. Feb. 5. Feb. 23, at eleven, at offices of Sol. Chilcott, Tavistock

MORRIS, DAVID, sculptor, Liverpool. Pet. Feb. 6. Feb. 23, at three, at offices of Sol. Blackhurst, Liverpool

NICHOLSON, WILLIAM, clothier, Carlisle. Pet. Feb. 3. Feb. 20, at three, at office of Sol. Wannop, Carlisle

OLLERENSHAW, JOHN CHARLES, commercial clerk, Ardwick. Pet. Feb. 6. Feb. 23, at three, at office of Sols. Messrs. Fox, Manchester

PARKER, CHARLES THOMAS, watchmaker, Ashbourne. Pet. Feb. 6. Feb. 28, at eleven, at office of Sol. Duke, Birmingham

PARRY, FREDERICK, cabinet turner, Birmingham. Pet. Feb. 5. Feb. 20, at twelve, at office of Sol. Powell, Birmingham

PRINCE, JOHN, porter, Bury. Pet. Feb. 5. Feb. 23, at three, at offices of Sols. Messrs. Grundy, Bury

PURKIS, WILLIAM JOHN, hair dresser, Chipping Ongar. Pet. Jan. 28. Feb. 17, at eleven, at office of Hunter, 47, London-wall, London. Sol. Ede, Clements-la, London

QUARTLY, WILLIAM, commission agent, Brighton Pet. Feb. 5. Feb. 21, at two, at office of Sol. Mills, Brighton

RAWLINSON, JOHN, block maker, Runcorn. Pet. Feb. 5. Feb 23, at eleven, at office of Sol. Linaker, Runcorn

RICHARDSON, WILLIAM, joiner, Warrington. Pet. Feb. 6. Feb. 23, at three, at office of Sols. Davies and Brook, Warrington

ROZSAVLOGYI, LOUIS, jeweller, Regent-st. Pet. Feb. 5. Feb. 21, at half-past twelve, at office of Sols. Evans, Laing, and Eagles, John-st, Bedford-row

SALTER, JOHN, confectioner, Leeds. Pet. Feb. 5. Feb. 24, at three, at office of Sol. Carr, Leeds

SCALES, RICHARD, grocer, Rawtenstall. Pet. Feb. 3. Feb. 24, at two, at office of Sols. Addleshaw and Warburton, Manchester

SHERLOCK, WILLIAM, joiner, Bolton. Pet. Feb. 5. Feb. 24, at ten, at office of Sol. Richardson, Bolton

SHORT, CHARLES, jun., grocer, Stafford. Pet. Feb. 3. Feb. 19, at three, at office of Sol. Collis, Stourbridge

SIBSON, GEORGE, bootmaker, Leeds. Pet. Feb. 23. Feb. 23, at three, at offices of Sols. Fawcett and Malcolm, Leeds

SLADE, HENRY, butcher, Woolston. Pet. Feb. 3. Feb. 20, at three, at office of Sol. Swayne, Southampton

SNOWDEN, WILLIAM, coal merchant, Boyson-rd, Walworth. Pet. Feb. 5. Feb. 25, at twelve, at offices of Crump, public accountant, Rood-la. Sol. Johnson, Stonefield-st, Islington

STEPHENS, HENRY, manufacturer, Maidenhead-ct, Cripplegate. Pet. Jan. 26. Feb. 24, at three, at office of Sol. Cooper, Charing-cross

STEVENS, THOMAS, grocer, Smith-st, Camberwell New-rd. Pet. Feb. 6. Feb. 23, at eleven, at office of Sol. Russell, Walbrook

STODHART, HERBERT, superintendent of police, Bow. Pet. Feb. 6. March 2, at three, at the Castle hotel, Exeter

TAYLOR, HENRY, oil cloth manufacturer, Halifax. Pet. Feb. 6. Feb. 23, at eleven, at office of Sol. Rhodes, Halifax

THORNBACK, JAMES, grocer, Dorset-rd, Clapham-rd. Pet. Feb. 7. Feb. 25, at three, at office of Sol. Butcher, Cheapside

TUCKER, GEORGE, labourer, Ilfracombe. Pet. Feb. 4. Feb. 21, at two, at the Queen's hotel, Ilfracombe. Sol. Bencraft, Barnstaple

WADE, JOSEPH, butcher, Bradford. Pet. Feb. 5. Feb. 20, at eleven, at offices of Sols. Wood and Killick, Bradford

WALPOLE, FREDERICK, bobbin menders, Nottingham. Pet. Feb. 6. Feb. 28, at ten, at offices of Rogers, Nottingham. Sol. Black

WARD, WILLIAM, upholsterer, Southampton. Pet. Jan. 31. Feb. 20, at three, at offices of J. Holmes, 4, Eastcheap, London. Sols. Green and Moberly, Southampton

WILDING, EDWARD, beerseller, Shevington. Pet. Feb. 6. Feb. 21, at eleven, at offices of Sol. Lees, Wigan

WILLEY, GEORGE, grocer, Tealby. Pet. Feb. 6. Feb. 21, at eleven, at offices of Jay, Bank-st, Lincoln. Sol. Page, jun., Lincoln

WYATT, JAMES, COATES, JAMES DANIEL, and COATES, JOHN, butchers, Bath, and Stanton Prior. Pet. Feb. 2. Feb. 20, at eleven, at offices of Sol. Bartrum, Bath

YEOMAN, JOSEPH, contractor, Park-rd, Dalston. Pet. Feb. 4. Feb. 26, at three, at the Guildhall tavern, Gresham-st. Sols. Ashurst, Morris, and Co., Old Jewry

Dibidends.

BANKRUPTS' ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Nicholas, J. J. timber merchant, sixth, 1s. 4½d. Harley, Bristol. *Brawn*, J. M. carpenter, first 5s., and second and final 1s. 3d. At office of Trust. W. W. Arliss, accountant, 32, Westwell-st, Plymouth.—*Crang*, J. brewer, first and final 1s. 10d. At Trust. J. O. Harris, Gandy-st-chmbs, 37 and 38, Gandy-st, Exeter.—*Hancock* and *Burbrook*, jewellers, second 3s. 6d. At Sol. Richards, Warwick-st, Regent-st.—*Hawkins*, S. M. wholesale jeweller, 1s. 2d. At office of M. Pitter, 5, Bennett's-hill, Birmingham.—*Hill* and *Kennard*, cork merchants, final 1s. 2d. At Trust. J. B. Styles, 30, King-st, Cheapside.—*Howlt*, R. spinster, Sheffield, 20s. At the County Court hall, Bank-st, Sheffield.—*Kenward*, N. corn merchant, first and final 2½d. At Sol. Hillman, Lewes.—*King*, J. C. merchant, second 4½d. At office of G. Stone, high bailiff, Eldon-chmbs, South John-st, Liverpool.—*Murray*, M. draper, second and final 5s. 4d. At office of Benson, Elland, and Co. accountants, Westgate-rd, Newcastle.—*Northcote*, R. C. victualler, first and final 1s. 7d. At Trust. W. Tricks, the City-chmbs, Nicholas-st, Bristol. *Powis*, H. fringe manufacturer, first 2s. At Trust. J. A. Joselyne, 28, King-st, Cheapside.—*Stockdale*, W. D. of Holton-cum-Beckering, second and final ½d. At the County Court office, Corn Exchange, Market Rasen.—*Weeks*, F. leather seller, first 4s. 2d. At Rogers and Barron, 49, Moorgate-st

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

POWELL.—On the 7th inst., at 52, Blenheim-crescent, Nottinghill, the wife of Alfred Powell, solicitor, of a son.

MARRIAGES.

MORRELL—MORRELL.—On the 4th inst., at Streatly Church, Berks, G. Herbert Morrell, M.A., and B.C.L., of Exeter College, Oxford, and of the Inner Temple, barrister-at-law, to Emily Alicia, only child of the late James Morrell, Esq., of Headington-hill Hall, Oxford.

TWYNAM—PIGGOTT.—On the 7th ult., at the Catholic Church, Brewood, Staffordshire, Charles Henry Twyman, formerly of Westminster, solicitor, to Mary Sophia, youngest daughter of Francis Piggott, Esq., of Cannock, Staffordshire.

WALLROTH—WELLS.—On the 3rd inst., at St. George's Church, Bickley, Kent, Frederick Anthony Wallroth, Esq., M.A., of Lincoln's-inn, barrister-at-law, to Caroline Sibella, fourth surviving daughter of the late J. J. Wells, Esq., of Southborough, Kent.

WEBSTER—MILLER.—On the 4th inst., at 2, Melville-crescent, Edinburgh, John Webster, Esq., barrister-at-law, to Jessie, third daughter, of John Miller, Esq., of Leithen and Drumlithie.

WILLIAMS—MORLEY.—On the 5th inst., at Holy Trinity, Nottingham, Arthur Williams, of Standard-hill, Nottingham, solicitor, to Mary, the eldest daughter of Thomas Morley, of Nottingham

DEATHS.

BABINGTON—On the 5th inst., at The Rookery, Horncastle, aged 54, Edward Babington, solicitor.

GARDNER—On the 5th inst., at Sion Hill, Garstang, aged 48, Henry Gardner, Esq., barrister-at-law.

HOLLIST—On the 30th ult., aged 76, Hasler Hollist, Esq., of Lodsworth, J.P., and Deputy-Lieutenant of the county of Sussex.

JAMES—On the 3rd inst., at Hagley-road, Edgbaston, aged 64, Thomas Smith James, of Birmingham, solicitor.

REDGATE—On the 6th inst., aged 64, Thomas Blatherwick Redgate, Esq., solicitor, Scarthing Moor.

STONE—On the 5th inst., at his residence, Elmfield, Stonygate, Leicester, aged 69, Samuel Stone, Esq.

SUCKLING—On the 8th inst., at Edgbaston, aged 43, John Suckling, solicitor, Birmingham.

To Readers and Correspondents.

LAW CLERK.—Two guineas.
Anonymous communications are invariably rejected.
All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.

CHARGES FOR ADVERTISEMENTS.

Four lines or *thirty words*..... 3s. 6d. | Every additional *ten words* ..... 0s. 6d.
Advertisements specially ordered for the first page are charged one-fourth more than the above scale.
Advertisements must reach the Office *not later* than five o'clock on *Thursday* afternoon.

NOTICE.

The LAW TIMES *goes to press on Thursday evening, that it may be received in the remotest parts of the country on Saturday morning. Communications and Advertisements must be transmitted accordingly. None can appear that do not reach the office by Thursday afternoon's post.*

When payment is made in postage stamps, not more than 5s. may be remitted at one time.

All communications intended for the Editor of the Solicitors' Department should be so addressed.

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The Law and the Lawyers.

ANY evidence concerning the probable working of district registries is of interest, and we notice in a pamphlet entitled "A Plea for the entire suppression of Patronage" it is stated that "The district registries of the Probate Court cost annually, in salaries, about £41,000, and issue about 18,000 probates, and between 6000 and 7000 administrations. The principal registry costs annually, in salaries, about £41,000, and issues about 10,000 probates, and rather over 5000 administrations." The author adds, "If it can be shown that every grant issued in the country entails a large amount of work in London, then we have an additional argument in favour of the abolition of district registries, and the *personnel* of the London Probate Registry would in the future bear a still greater reduction."

IT is considered certain that the new Government will ask the House of Commons to postpone the operation of the Judicature Act. We hear also that an effort will be made to restore the jurisdiction of the House of Lords.

WE understand that a special return to the writ has been made by the returning officer for Hackney, acting under the advice of counsel, but, nevertheless, a petition has been filed impugning the return. The better opinion is that Parliament has not parted with all its jurisdiction over the election of its members, and that on the special return being made a new writ may be ordered to issue without the formality of a petition being filed in the Court of Common Pleas for the purpose of obtaining a judicial decision that the election was void. Under present circumstances, ho wever, Parliament will probably leave the matter in the hands of the election petition tribunal.

WE are glad to see that so high an authority as Mr. MCIVER has drawn attention to the extremely unsatisfactory nature of the tribunals which are at present entrusted with inquiries into maritime disasters. In a memorandum recently issued he says: "That the system of courts of inquiry into maritime disasters is so bad that hardly any change could be made for the worse; and therefore that it is high time the question were entrusted to competent legal authority with a view to practical suggestions for improving the mode of procedure in such manner as would be likely to best elicit information, while giving shipmasters reasonable opportunities for defence—which at present is not always the case. There are many instances where substantial injustice has been done to unfortunate shipmasters; and also where the owner has been prejudiced in a court of law by the allegation that his master had been adjudged in default—and that, perhaps, by a tribunal not very competent." We recently pointed out that before these Marine Courts of Inquiry the captain and crew of a ship in collision are not entitled to be professionally represented, and the Board of Trade is really *dominus litis*, and controls the proceedings in a way which, as Mr. MCIVER says, is apt to be most prejudicial to owners. We thoroughly agree that the ordinary legal tribunals of the country should alone have cognizance of these inquiries.

AN important and interesting paper on some statistics of the courts of justice and of legal procedure in England, was read before the Statistical Society, on Tuesday evening last, by Mr. F. H. JANSON, President of the Incorporated Law Society. It is principally interesting as bearing upon the probable operation of the rules to be framed under the Judicature Act. Mr. JANSON appears to anticipate that these rules when framed will present difficulties of construction and application which will for some time prevent any great increase in the dispatch of business. He mentions, on the authority of one of the Judges of the Court of Queen's Bench, that the Rules of the Common Law Courts published in 1832, with a view to simplify the system of pleading, and thus to shorten proceedings, rendered it far more technical than before, and it was not until the passing of the Common Law Procedure Act in 1852, that an effectual remedy was applied. We shall have to grapple with a new body of rules evolved from the intelligence of three gentlemen, all of whom are barristers of varied but not large practical experience, and we fear that there is too much reason to expect that there will be a great deal of trouble before the Act works properly. Another important subject dealt with by Mr. JANSON is the judicial power available for the dispatch of the business of the courts. He at once declares that our present staff is not strong enough, and he does not appear to think that the distribution of business under the Judicature Act will diminish the labour of individual Judges, and thus enable them to get through a larger amount of work in the aggregate. He points out that the equity Judges will have more work in taking evidence *vivâ voce*, whilst the MASTER of the ROLLS will have new duties as an *ex officio* member of the Court of Appeal. The remedy which Mr. JANSON proposes is that the chief clerks should have nothing to do but administrative business, and that the Judges should work out their own decrees in chambers—sitting in chambers three days a week. "From the limited number of the chief clerks," Mr. JANSON says, "and the multiplicity of matters referred to them, great delays are often experienced in obtaining appointments to proceed. . . . I recollect a case in which I was engaged, one in which expedition was important, where the Chief Clerk, eminent in his class for industry and capacity, was unable to give successive appointments at intervals of less than two months." Mr. JANSON next turned his attention to the proposed tribunals of commerce, or Courts of Conciliation. "The experience of arbitration," he says, "is not favourable to the withdrawal of contentions proceedings from the legal tribunals," and he anticipates that even in the Referees' Courts, under the

Judicature Act, "from the courtesy which is always shown to the Bar, and by solicitors to each other, arrangements for meetings will be made to bend largely to suit the convenience of the practitioners, whenever the presiding functionary holds any position short of the dignity of a Judge." Mr. JANSON'S conclusions on the question of delay is that it is owing first to the want of a sufficient judicial staff in the Court of Chancery, and secondly to the occurrence of vacations. He does not see that vacations will necessarily be abridged under the new Act. We agree with him that there ought to be no cessation of legal business throughout the year. It will be seen from the above that important as Mr. JANSON'S paper is for the purpose of enforcing the lessons of practical experience, he states nothing new—for the simple reason that nothing new is to be said. The arrears in our courts are a scandal to the country. No one anticipates that they will be swept away by the new Act, and we trust that the more generous Government which has now entered upon office will see the wisdom of augumenting the judicial strength of the courts, so that the law's delay may cease to be a proverb.

A VERY singular case was heard at Nisi Prius recently in Philadelphia. The headnote of the report appearing in the *Legal Intelligencer* is this: (1) "A civil action for damages can be maintained against an infant himself for injuries done by him while under the age of seven years. (2) Whether a woman undertaking to perform the duties of a nurse assumes the risk of being injured by the follies of a child, not decided." The defendant, it seems, at the dangerous age of six, assaulted his nurse and knocked an eye out, and she sought to recover from him damages for the injury. So very soberly and very elaborately did "SHARSWOOD, J.," charge the jury, telling them that although a child of such tender years could not have the *malus animus* to render him liable to criminal proceedings, he was not on that ground exempt from liability in a civil action, "though," said the learned Judge, "of course it enters very materally into the question of the amount of damages to be recovered in the case." An important point raised was whether it must not be an unavoidable conclusion that damage inflicted by a child of six is an inevitable accident. The court thought that it was a question for the jury. "Where," said SHARSWOOD, J., "infants are the actors, that may probably be considered, however, an unavoidable accident, which would not be so considered where the actors are adults; but such a distinction, if it exists at all, does not apply to this case; for if the evidence of the plaintiff be believed, here was a blow voluntarily inflicted by the defendant, and not an accident resulting from mere negligence, which might not be imputable to so young an infant. If this had been an injury arising from negligence, I suppose the law to be very clear that no negligence could be imputed to so young an infant; but this blow, if the testimony of the plaintiff is to be believed, was voluntarily given, and was not the result of negligence, although it may have been and was the mere act of a foolish child, the thoughtless act of a foolish child, ignorant of the consequences." The main question for the jury was, therefore, whether this pugnacious infant struck the blow. A second legal question was, as we have stated, whether the employment was not undertaken with all its risks. Upon this the learned Judge said that there were some analogies in the law which would bear out such a contention, but being unable to find that the question had ever been expressly decided, he expressed his intention to reserve it. We are not furnished with the finding of the jury, and without expressing any opinion upon the merits, we quite agree with the learned Judge that the case is novel and interesting.

Apropos of the strenuous exertions about to be made by the railway interest to obtain the abolition of the passenger duty, it will be well to trace the progress of the duty through the various statutes which affected it. "One halfpenny per mile for every four passengers" was the first tax levied. This was in 1832, by 2 & 3 Will. 4, c. 120, which may be said to have consolidated the taxes on locomotion (payable in respect of coaches and post horses long before that period), and which imposed a mileage as well as a licence duty upon "stage carriages." The present duty of five per cent. "upon all sums received" for the conveyance of railway passengers was created in 1842 by 5 & 6 Vict. c. 79, which at the same time much reduced and simplified the duties on stage carriages. In 1844, by 7 & 8 Vict. c. 85, s. 9, the duty was taken off in respect of passengers conveyed "at fares not exceeding one penny for each mile by any such cheap train" as that mentined in sect. 6 of the same Act—*i.e.*, a train travelling not less than twelve miles an hour, and taking up and setting down, if required, at every passenger station on the line. The companies claiming exemption under this Act for excursion trains, the exemption was confined in 1863, by 26 & 27 Vict. c. 33, s. 14, to trains running six days a week. From that time to this the railway passenger duty has remained untouched, whereas the duty on stage carriages, reduced in 1855 by 18 & 19 Vict. c. 78, was finally and entirely abolished in 1869, by 32 & 33 Vict. c. 14. *Hinc illæ lacrymæ.* The London and North-Western Railway Company, which figures for the large sum of £41,428 7s. 6d. paid for "Government duty" in the past half year, requests "the active co-operation of proprietors in impressing upon members of Parliament the injustice of continuing to levy this tax, from which all other carriers are free, upon railway companies." We should imagine that the duty on stage carriages was taken off somewhat for the same reason as that which extinguished the duty on hair powder—because they were so rapidly becoming obsolete as to render the duty no longer worth the trouble of collection. It is because the railway companies are monopolists that so large and exceptional a duty as the passenger duty is in any way justifiable. However, there is, we believe, good authority for saying that all taxes on locomotion are bad, and we think a mileage tax would be better than a percentage on passenger receipts, which presses unequally on different companies, and leads to disputes with the Inland Revenue in respect of third class traffic.

A POINT of bankruptcy law of some importance was before Mr. STONOR, County Court Judge at Wandsworth, on the 12th inst. The debtor, an infant, had been sued in the Superior Court for false imprisonment, and a verdict for more than £300 was recovered. Upon this judgment debt a petition in bankruptcy was presented in the Wandsworth County Court, and the learned Judge adjourned the hearing in order to ascertain whether the debtor had appeared in the action by his next friend, expressing his determination, if the debtor did so appear, to make the adjudication. This raises the question of the liability of an infant to be made a bankrupt. The learned County Court Judge rested his judgment upon *Re Smedley* (10 L. T. Rep. N. S. 432), and *Re Purser* (19 L. T. Rep. N. S. 23). In *Smedley's* case the petition was by a debtor in gaol for adjudication against himself, and Mr. Serjt. WHEELER held that an infant was within the operation of the Act of 1861. *Purser's* case also was an adjudication on a debtor's own petition, and Mr. Commissioner WINSLOW relied upon the words of the 86th section of the Act 1861—"Any debtor may petition for adjudication against himself"—as being sufficiently general to include an infant. But a debtor adjudicating himself a bankrupt and being adjudicated a bankrupt on the petition of a creditor are surely two different things. Under the present law a debtor cannot make himself a bankrupt. He may, however, file a petition for liquidation; and we apprehend there can be no doubt that an infant could resort to this process. But can an infant be made a bankrupt? In *Maclean* v. *Dummet* (22 L. T. Rep. N. S. 710) it was held by the Judicial Committee of the Privy Council, after an argument in which *Re Smedley* was cited, that an infant could not be adjudicated insolvent. In argument in *Maclean* v. *Dummet* the present LORD CHANCELLOR said, "That an infant cannot be made a bankrupt has been well settled since Lord HARDWICKE'S time. (See *Ex parte Henderson*, 4 Ves. 163.) . . . . And it is clear that a commission of bankruptcy against an infant is void, and not voidable merely." The cases cited on the other side were thus dealt with by the Judicial Committee: "These cases proceed on this, that the infant has fraudulently asserted himself to be of age when he was not of age, and that he has, by that fraudulent assertion induced persons to give him credit, and thereby has contracted debts in the trade." The adjudication of insolvency was set aside and annulled with costs. Mr. STONOR has decided that he could adjudicate an infant bankrupt on a creditor's petition upon the authority of two cases which decided that an infant could make himself a bankrupt. They, therefore, only go half way in supporting him in his conclusion, which is met directly by *Maclean* v. *Dummett*. The soundness of his decision must therefore be doubted if not positively disputed.

THAT it is not an universal rule that the *mens rea* is essential to an offence under a penal enactment has been well exemplified by the recent case of *Mullins* (app.) v. *Collins* (resp.) (29 T. T. Rep. N. S. 839). By sect. 16 of the Licensing Act "if any licensed person (1) knowingly harbours or knowingly suffers to remain on his premises any constable . . . . or (2) supplies any liquor . . . to any constable on duty," he is liable to a certain penalty. A barmaid of the defendant had supplied liquor to a constable in uniform without the knowledge of the defendant, and the simple point was whether the defendant, contrary to the usual rule, was to be held criminally responsible for the act of his servant. The Court of Queen's Bench has pronounced against the "licensed person," partly because public-house business being carried on so much by the aid of servants, a contrary decision would have rendered the clause practically inoperative, and partly because the word "knowingly," repeated twice in the first sub-section, is omitted in the second. Inference from the actual language used in a statute may often justify a departure from the ordinary rules of construction, but it is not quite easy to see where exceptions determined by a reference to the subject matter are to stop short of making instead of declaring the law. And the argument from the omission of "knowingly" might, perhaps, be met by a reference to sect. 35, which imposes a penalty on "every person who by himself, or by any person in his employ, or acting by his direction or with his consent," refuses to admit a constable demanding entrance; a probable inference being, that the Legislature

had before it the question of the criminal responsibility of the master for the servant, and knew how to make provision for it when necessary. We will not, however, go so far as to question the correctness of the decision in *Mullins* v. *Collins*, though it would, perhaps, have been more satisfactory if the point had been raised before the Court of Common Pleas, which in the late case of *Dickinson* v. *Fletcher* (43 L. J. 25, M. C.) is reported to have laid down that "a *mens rea* is essential to an offence under a penal enactment, unless a contrary intention appears by express language or necessary inference." We notice that two subsidiary points were raised but not determined in the case. One was, whether it would have been a good defence for the master to prove that he had given an express order to his servant not to admit the constable. We should imagine that *Limpus* v. *The London General Omnibus Company* (32 L. J. 34, Ex.) is an authority in point against the master, for in this particular we can see no difference between a civil and a criminal case. The order would have been merely the presumable one to obey the law, and if the master be liable at all, he is liable whether he may have given such an order or not. On the other question, whether the master would have been liable if he could prove that the servant had been tricked into admitting a constable when he had every reason to believe that he was admitting a private person, we can only say that however it might be decided by the court which heard *Roberts* v. *Humphreys* (L. Rep. 8 Q. B. 483; 29 L. T. Rep. N. S. 387) it would in all probability be decided in favour of the master by the court which heard *Dickinson* v. *Fletcher*. Upon the general question we would remark in conclusion that in *Reg.* v. *Stephens* (L. Rep. 1 Q. B. 702; 16 L. T. Rep. N. S. 593) BLACKBURN, J., expressly guarded himself "against it being supposed that the general rule that a principal is not criminally answerable for the act of his agent is infringed," and that it would seem to be highly desirable that the rule when reversed by statute should be reversed in express words.

LIABILITY UNDER THE MINES REGULATION ACT 1872.

THE case of *Dickenson* v. *Fletcher* (29 L. T. Rep. N. S. 540), is an important case as throwing light upon the penal liability of the owners, agents, and managers of coal and metalliferous mines, under the Mines Regulation Acts, 1872. The colliery offence in that case arose through the non-compliance with one of the rules laid down by the Regulation and Inspection of Mines Act, 1860 (23 & 24 Vict. c. 151), an Act which is repealed, so far as the sections in question go, by the Coal Mines Regulation Act, 1872.

By the 10th section of the above Act it was provided that certain general rules should be observed in every coal mine by the owner and agent thereof; and among those rules was one providing that, whenever safety lamps were required to be used, they should be first examined and safely locked by a person or persons duly authorised for that purpose. The 22nd section provided that "if through the default of the owner or agent thereof," any of such rules, the provisions of which ought to be observed by the owner and principal agent, or viewer of such mine, be neglected or wilfully violated by any such owner, agent, or viewer, such person shall be liable to a certain penalty. In the case of *Dickenson* v. *Fletcher*, the owner of a mine appointed a competent person to examine and lock the safety lamps required for use in the mine, but such person delivered out certain safety lamps to miners for use in the mine unlocked. The question before the court, therefore, was whether the owner was liable to a penalty in respect of the neglect or default of the person whom he appointed, and was entitled to appoint, no accident having occurred. It was contended for the appellants that if, in fact, the lamp was not locked in pursuance of the rule, the owner was liable in virtue of that mere fact, and that it was quite immaterial whether he knew of it, and what amount of precaution he took to prevent it. The general principle that penal consequences only follow a personal act of omission, neglect, or default, was not disputed; but it was contended that the enactment in question carried the case out of the general principle. The court held, not however without considerable doubt on the part of Mr. Justice Brett, that in the absence of any *personal* default on the part of the owner, he was not liable to a penalty in respect of the act of the person so employed by him. Thus it is seen that, under the Act of 1860, it was necessary for the prosecution to prove some personal default on the part of the owner, agent, or manager of a mine.

This is all changed under the new Acts, which, *primâ facie*, make the owner, agent, and manager liable for *any* contravention or non-compliance of their provisions, and throw upon them the burden of proving that they personally have taken all reasonable means of publishing and enforcing its provisions. Thus it is provided by the 15th section of the Coal Mines Regulation Act, 1872, that "If any person contravenes or fails to comply with, *or permits any person to contravene or fail to comply with*, any provision of this Act with respect to the employment of women, girls, &c. . . . he shall be guilty of an offence against this Act; and in case of such contravention or non-compliance by any person whatsoever, the owner, agent, and manager shall each be guilty of an offence against this Act, unless he prove that he had taken all reasonable means by publishing, and to the best of his power enforcing the provisions of this Act to prevent such contravention or non-compliance."

A strange distinction is made between this and the corresponding section of the Metalliferous Mines Regulation Act, 1872, the reason of which is not very obvious. The words of the two sections are exactly the same, with the exception that the words printed above in italics in sect. 15 are omitted in sect. 8 of the Metalliferous Mines Regulation Act. After laying down general rules to be observed in mines, it is enacted that "Every person who contravenes or does not comply with any of the general rules in this section shall be guilty of an offence against this Act; and in the event of any contravention of or non-compliance with any of the said general rules in the case of any mine to which this Act applies, *by any person whomsoever*, being proved, the owner, agent, and manager shall each be guilty of an offence against this Act, unless he proves that he had taken all reasonable means, by publishing and to the best of his power enforcing the said rules as regulations for the working of the mine, to prevent such contravention or non-compliance."

And as to special rules to be observed in particular mines it is provided by the 52nd section that, "If any person who is bound to observe the special rules established for any mine acts in contravention of or fails to comply with any of such special rules, he shall be guilty of an offence against this Act, and also the owner, agent, and manager of such mine, unless he proves that he had taken all reasonable means, by publishing and to the best of his power enforcing the said rules as regulations for the working of the mine, so as to prevent such contravention or non-compliance, shall each be guilty of an offence against this Act."

Similar sections also occur in the Metalliferous Mines Regulation Act. From a consideration of these sections it appears that the penal liability of the owners, agents, and managers of mines, practically remains where it was before the passing of the recent Acts, with this exception, that the burden of proof will shift from the shoulders of the prosecutor to those of the prosecuted. A personal omission, neglect, or default on his part will be assumed in the first place, and will have to be rebutted by him.

The real question to be decided is what are to be considered "all reasonable means" of enforcing the provisions of these Acts. This is a question yet to be decided, and Judges will do well, in our opinion, to demand something more than general rebutting evidence on the part of mine owners. If proof of the hanging up in mines of the general and special rules, and of the appointment of agents or managers of ordinary ability and care, is held to be sufficient to relieve mine owners of penal liability, these sections will have done but little towards the protection of the lives of our miners, and the law upon this subject will remain very much as it was before the passing of these Acts, and as it is laid down in *Dickenson* v. *Fletcher*.

INDORSEMENTS OF SALES, &c., UPON DEEDS.

IN October last a discussion took place in our "Notes and Queries upon Points of Practice" column, as to the right of a purchaser of a portion of an estate to insist upon a memorandum of his conveyance being indorsed upon the principal title deeds retained by the vendor.

We do not think that a purchaser can insist upon such an indorsement, nor does it appear to us that if he could it would in any manner improve his title. Of course the purchaser must ascertain that the vendor has a right to sell the property, and that the legal estate can be conveyed to him, but if he get a conveyance of the legal estate his title must prevail against that of any person to whom the vendor might subsequently attempt to sell or mortgage the property. A person who purchases under a condition that the vendor shall retain the deeds in consequence of their relating to his unsold property, cannot be considered guilty of gross negligence in leaving the deeds in the vendor's hands, and consequently such person's legal title must prevail.

There are very few properties which can be sold a second time, if we may be allowed to use such an expression, for in most districts the ownership of property is pretty generally known, or can be easily ascertained by inquiry. There are, however, some kinds of property as to which the ownership is not so well known, as, for instance, unripe and unoccupied building land near large towns, and barren land, purchased for the sake of the minerals under it. The writer has himself recently met with a case in which a piece of unoccupied land was conveyed to a person who afterwards conveyed away a small portion of it, and, subsequently, by mistake, sold and conveyed the whole piece to a third person. The fact of the previous conveyance was not discovered for some time, but when it was the matter was fortunately amicably arranged. Such a mistake, which might have been attended with much litigation and serious loss, could have been prevented, had it been incumbent on the first purchaser to have indorsed a memorandum of his conveyance upon the vendor's leading title deeds.

The assignment of a *chose in action* is incomplete until notice

has been given to the debtor or holder of the fund an interest in which is dealt with.

If trustees were careful to annex to the settlement or other trust instrument any notices which might be given to them, or if they never retired nor died, and never forgot the fact of notice having been given to them, the present system might be considered to answer pretty well; but as trustees are but of human material, it often happens that a notice is forgotten or mislaid.

In the recent cases of *Phipps* v. *Lovegrove* and *Prosser* v. *Phipps* (L. Rep. 16 Eq. 80) it appeared that the beneficiaries had mortgaged their interests in a sum of stock due notice whereof was given to the trustees. In course of time, however, the trustees died, and new trustees were appointed who knew nothing of the mortgage or notice, and not being aware that any dealing had taken place, the new trustees sold out part of the stock, and paid the proceeds to the beneficiaries. The mortgagees filed a bill against the trustees to compel them to refund the money, and in giving his judgment James, L.J. who was then sitting for the late Vice-Chancellor Wickens, said (p. 89), "I am of opinion that the charge against the trustees must fail. It is one of the infirmities which always attach to securities of this kind. It was pressed upon me that if I held this I should be destroying entirely these assignments of equitable interests, that it would be making them wholly valueless if they are liable to be destroyed in this way. Even if that should be the result, still it appears to me it would be far more injurious to hold that trustees could not deal in this way by consent of the only *cestui que trust* of whom they had notice. But the result which has been represented as so alarming does not follow; because, after all, the trustees of the deed of 1843 (the mortgagees) might have saved themselves all this risk, and all this loss, by the simple process of putting a distringas on the funds; or they might have had an indorsement of their security upon the deed of 1834 (the original settlement), or they might have resorted to the course of filing a bill for the execution of the trusts, and bringing the trusts into court. Therefore, if either of these precautions had been taken the loss could not have happened, and in like cases lenders may have recourse to any of these precautions, if they wish to prevent that happening which of course they are liable to, from the fact that trust funds are liable to changes of trustees, and non-transmission of notice given to one set of trustees to the succeeding set of trustees."

The third suggestion is one which, on account of the attendant expenses, a client would, in the very great majority of cases, neither wish for nor allow, and may therefore be fairly dismissed from consideration. The first and second suggestions are more practicable, but so far as regards the first suggestion, a distringas is not infallible, for the trustees may, in the exercise of their powers, sell out the stock and invest the proceeds upon mortgage; and so far as regards the second suggestion it may be impracticable on account of the funds being held by the trustees of a will who are not also the executors, and therefore have no document in their possession upon which notice could be endorsed. And in cases where trustees of a will, who were not also the executors, had lent the trust funds upon a mortgage security, a purchaser from a beneficiary could not avail himself of either suggestion. In the great majority of cases, however, the trustees have some document relating to the trust upon which an endorsement could be made.

It is the duty of everyone not only to prevent fraud and mistakes, but to do all in his power to prevent the possibility of their happening. Some vendors and some trustees will not allow notices of conveyances and assignments to be endorsed upon the documents in their possession, with the possible result we have above shown. It seems to us that a system by which purchasers and mortgagees were obliged, in order to complete their title (with, of course, exceptions for proper exceptional cases), to endorse upon the leading documents retained by the vendor or trustee, a notice of the conveyance, assignment, or other dealing, and by which vendors and trustees were compelled to allow such endorsements, would prove of service to all persons—to the vendor and purchaser, because the former could thus easily show that he had not previously dealt with the property, and to the purchaser, because he could thus ascertain whether the property purchased by him was the whole of that in respect of which the vendor retained the title deeds, and he could so avoid any possible risk to which he might be liable by allowing the deeds to remain in the vendor's possession after the latter's interest in them had ceased; to persons about to deal with the property, particularly equitable mortgagees, such as bankers, who would thus see at a glance of what their security consisted; to trustees, because their trust deeds and notices would thus be always together, and, as exemplified by the cases decided by the Lord Justice, to persons who, having obtained a proper charge or assignment, run the risk of losing their property through a change of trustees and loss of the notice; and, lastly, to solicitors, particularly those to "vagrant" owners, who could then easily ascertain what dealings had taken place and what stipulations should be made in conditions of sale as to covenants for the production of the deeds.

If some such system were law trustees might not be quite so shy as they now are in replying to inquiries by intending purchasers or mortgagees of equitable interests, and purchasers and mortgagees of reversionary interests would feel themselves placed in a better position than they are at present, for, by reason of forgetfulness or otherwise a trustee may now reply that there is no prior charge, upon which assurance the matter is completed, but upon the distribution it may turn out that the trustee was wrong. It is true in such a case that the trustee and his estate would be responsible for his misstatement, but by reason of his having been dead for years, or of his impecuniosity, or other reasons, the unfortunate purchaser or mortgagee may be practically without a remedy. Even if the purchaser or mortgagee have a remedy it is sometimes difficult to enforce. A trusteeship is an unthankful and unprofitable office, and every possible means should be adopted of freeing trustees from unnecessary exposure to risk.

SEARCHES, INQUIRIES, AND NOTICES.

(*Continued from page 50.*)

BEFORE stating what particular searches, inquiries, and notices should be made and given with reference to each particular class of property, we must say a few words upon inquiries and notices generally.

It is a general principle that a purchaser must use due diligence in his inquiries, and that when he has such knowledge as would lead an honest man to make further inquiry and neglects to do so, he will be bound by whatever he could reasonably have been expected to ascertain had such further inquiry been made. The doctrine under which the purchaser is bound is commonly known by the name of constructive notice, as to which Vice-Chancellor Wigram, in *Jones* v. *Smith* (11 L. J. Rep., N. S., 83 Eq.), stated that "the cases of constructive notice may be divided into two classes—first, those in which the party charged has had notice that the property in dispute is charged or incumbered in some way, and the court has fixed him with notice of the particular charge; the second class, those in which the court is satisfied from evidence that the party to be charged had dishonestly abstained from inquiry. The proposition of law upon which the former class proceeds is not that the party charged had notice of a fact which in truth related to the subject in dispute, but actual notice of something that would have led him to the fact. The proposition of law as to the second class is not that the party charged had abstained from inquiry incautiously, but for fraudulent purposes."

If a purchaser be aware that a tenant is in possession of the property he will be considered to take, subject to whatever rights and interests such tenant has—for instance, a right of purchasing the property—and both as regards the tenant himself (*Daniels* v. *Davison*, 16 Ves. 249), and also as regards the vendor, from whom he is not entitled to compensation: (*James* v. *Lichfield*, 21 L. T. Rep. N. S. 526; L. Rep. 9 Eq. 51). If a purchaser from a tenant in common of property used for the purposes of the partnership is aware of such user, he will be bound by any claim the other partner may have in respect of the partnership (*Cavander* v. *Bulteel*, 29 L. T. Rep. N. S. 710). A purchaser, without knowledge, however, will not be affected by the interest of any person other than the tenant in possession (*Hanbury* v. *Lichfield*, 3 L. J. Rep. N. S. 49, Ch.); but if he is aware that some person other than the vendor receives the rent he will take subject to such person's interest (*Knight* v. *Bowyer*, 26 L. J. Rep. N. S. 769, Ch.). A purchaser from a person who had previously made a post-nuptial and therefore presumptively voidable settlement, should inquire whether it was made in pursuance of an antenuptial agreement (*Ferrars* v. *Cherry*, 2 Vern. 384), unless the deed is expressly represented as not affecting the property (*Jones* v. *Smith*, *ubi sup.*, and on appeal 12 L. J. Rep. N. S. 381, Eq.), a purchaser with notice of a deed is affected not only with notice of its contents, but also with notice of the contents of all the deeds referred to therein (*Davies* v. *Thomas*, 7 L. J. Rep. N. S. 21, Ex. Eq.), so that if such deed contained a reference to an agreement which contained a covenant by the vendor relating to the land, the purchaser would be bound to observe the covenant: (*Whatman* v. *Gibson*, 7 L. J. Rep. N. S. 160, Eq.) In *Steadman* v. *Poole* (16 L. J. Rep. N. S. 348), a married woman entitled to leaseholds for her separate use without power of anticipation, concurred with her husband in mortgaging them by way of demise to P., who subsequently underlet them to the other defendants, who had no other notice of the interest of the married woman than the circumstance that she was a demising party, and it was held that such circumstance was sufficient to put them upon inquiry as to her interest. A lessee who takes an underlease without making inquiry into his lessor's title will be restrained by the court from committing what would have been a breach of covenant by the original lessee: (*Parker* v. *Whyte*, 32 L. J. Rep. N. S. 520.)

A purchaser or mortgagee should always be careful to obtain the title deeds relating to the property or ascertain that they are in proper custody, and that the holder has no claim against the property. If the deeds are not in the possession of the vendor or mortgagor, proper inquiry must be made for them, or the purchaser or mortgagee will be affected with constructive notice of any claim the holder of them may have against the property (*Dryden* v. *Frost*, 8 L. J. Rep. N. S. 235, Eq.), but if a *bonâ fide* inquiry has been made for the deeds and a reasonable excuse

given for their non-delivery, a legal purchaser or mortgagee will not be postponed to the claim of a prior equitable mortgagee (*Hewitt* v. *Loosemore*, 21 L. J. Rep. N. S. 69, Eq.). If the purchaser or mortgagee leave the deeds, in the vendor or mortgagor's possession, the former may be liable to have his conveyance or security postponed to a subsequent charge or interest created by the latter, but it is necessary that in so leaving the deeds the purchaser or mortgagee should be guilty of gross negligence (*Perry-Herrick* v. *Attwood*, 27 L. J. Rep. N. S. 121, Eq.), but the fact of some of the deeds having been left in the hands of the vendor or mortgagor does not necessarily imply gross negligence on the part of the purchaser or mortgagor (*Colyer* v. *Finch*, 26 L. J. Rep. N. S. 65, H. L.).

A great objection to the purchaser or mortgagee employing the same solicitor as the vendor or mortgagor is that thereby the purchaser or mortgagee is deemed to have constructive notice of whatever the solicitor knew in relation to the matter. In *Espin* v. *Pemberton* (28 L. J. Rep. N.S. 311, Eq.) Lord Chelmsford laid it down that if a person employs a solicitor who either knows or has intimated to him in the course of his employment a fact that is hostile to his interest, he is bound by it, whether the fact is communicated to or is concealed from him; where the mortgagor, however, is a solicitor, and the mortgagee has no other solicitor, it does not follow that the mortgagor is the solicitor to the mortgagee. A solicitor, however, who simply gets the deeds executed, is not the solicitor of the parties so as to bind them with constructive notice of a charge of which he is aware: (*Wyllie* v. *Pollen*, 32 L. J. Rep. N. S. 782, Eq.).

(To be continued.)

THE LAW OF ALLUVION IN ENGLAND AND IN INDIA.

By LAWRENCE BIALE, Barrister-at-Law.

THE law on the subject of alluvion is perhaps one of the most constant branches of the law which the courts of justice in India are called upon to apply, disputed claims to alluvial lands by rival landowners having property on the banks of the great navigable rivers of the country, forming a frequent subject of litigation in the courts. For this reason we propose to discuss the law of alluvion of India, taking into our consideration the law as it was applied: First, prior to Regulation XI of 1825; and, next, as it has been understood since the passing of that Regulation. We shall see when considering the cases decided both before and since the Regulation that the English law of alluvion, derived from the civil law, had been made part of the municipal law of India by the courts previous to the regulation and that the effect of the regulation was merely to embody the same as part of the positive written law of the country. The law of alluvion was thus in no way altered by the Act of 1825, but was only determined and recognised by a written enactment.

Alluvion is defined to be the insensible increase of the earth, made to land by the force of the waters of the sea or a river by a current or by waves. The characteristic of alluvion is that it is imperceptible, so that no one can judge how much is added at each moment of time. In the Code Napoleon (sect. 556) the word is defined thus: "The accumulations and increments which form themselves successively and imperceptibly against the riparian lands of a river or stream, are called alluvion." It appears that the rule of the common law is the same as that of the civil law. The latter is thus translated: "That ground which a river has added to your estate by alluvion becomes your own by the law of nations; and that is said to be alluvion which is added so gradually that no one can judge how much is added in each moment:"(Just. Inst., lib. 2, tit. 1, sect. 20). Fleta writes: "We acquire a right to things according to the law of nations by accession. That which a stream has added to our land by alluvion, for instance, belongs to us by virtue of the same law (Lib. 3, c, 2, sect. 61.) The reason of the indifference on the part of the Crown of England to alluvial soil is said by Blackstone to be, either because *de minimis non curat lex*, or because owners of land, being often losers by the breaking in of the sea, or being at charges to keep it out, have thus a possible gain as a reciprocal consideration for their charge or loss: (2 Black. Com. 262.) This principle of alluvion, namely that where there is an acquisition of land from the sea or a river by gradual, slow, and imperceptible means, then such acquisition is held to belong to the owner of the adjoining land, was recognised in the great case of *Rex* v. *Lord Yarborough* (5 Bligh, N. S. 163), and also in *Chapman* v. *Hoskins* (2 Md. Ch. Decis. 485); and the converse of that rule was, in the year 1839, held by the English courts to apply to the case of a similar wearing away of the banks of a navigable river, so that there the owner of the river gained from the land in the same way as the owner of the land had in the above cases gained from the sea: (*Re the Hull and Selby Railway*, 5 M. & W. 327.) But if the new land be formed suddenly and perceptibly, of course the old line continues to be the boundary between the territory of the Crown or State and that of the adjoining proprietors: (Phear on Rights of Water, p. 43.) The reason why this belongs to the Crown is because, since the sea or navigable rivers belong to the State, the land, when deserted by the sea or rivers, will necessarily continue in the same proprietor. And thus even the accretion of land by alluvion belongs as of right to the Crown, and only as a perquisite to the owner of the land adjacent: (See Hale's De Jure Maris.) It is to be remembered that alluvion or the imperceptible increase of land means the land above ordinary high-water mark; for the land between high and low water mark, though it increase to a vast extent, belongs *primâ facie* to the Crown. And the shore of the sea, says De Jure Maris, doth *primâ facie* belong to the King, viz., between ordinary high water and low-water mark. The civil law differs from the common law, as laid down in this great work, in this, that, under the civil law, the waters of the sea and the shores are subject to be used in common by all the people; every person being equally entitled to the benefit to be derived from fishing, drawing, and drying nets, and navigation. They are expressly denominated by Roman jurists *res communes*, and considered as *omnium*, in respect to their use and benefit, but in respect to their property as *res nullius*. By the common law, the waters of the sea, and the shores of the same, are as much subject to public use as by the civil law; but while under the civil law the property of such water, and the shores, is in no one, under the common law, the ownership is in the Sovereign: (See Taylor's Summary of Roman Law, 246; Bract. lib. 3, c. 5, s. 120; 2 Bac. Abr. 177.) And these shores embrace all the land between ordinary high-water and low-water mark. The soil between high and low-water mark may, however, be granted to private individuals or a corporation: (*Attorney-General* v. *Burridge* 10 Price Ex. R., 350; *Sir John Constable's Case*, 16 Vin. Abr. 576.) And any claim to Royal fish between the points where the sea ebbs and flows, must be by prescription, which pre-supposes a grant: (*Case of Swans*, 7 Rep. 15.) When, however, the Crown conveys to private individuals the legal title to the shore, they become enabled to exercise only such acts of ownership there as the Crown itself could have done and no more; and the proprietary rights acquired are therefore subordinate to the general interests of the public: (See Phear on Rights of Water, p. 46.) While considering the principles of alluvion, we must not forget to notice the doctrine of what has been called "avulsion." Blackstone's definition of avulsion is, where, by the immediate and manifest power of a stream, the soil is taken suddenly from one man's estate and carried to another's; or, again, we might define it as the carrying away of one portion of the bank of a river, and its deposit upon another part of the river side. The owner of such land does not lose his right of soil thereby: (Bract. 221; 2 Black. Com. 202.) The civil law says: "If the impetuosity of a river should sever a part of your estate, and adjoin it to that of your neighbour, it is certain that such part would still continue yours: (Just. lib. 2, tit. 1.) This is consonant with the rule of law which says, in the words of De Jure Maris, p. 15, 'If a subject hath land adjoining the sea, and the violence of the sea swallow it up, but so that yet there be reasonable marks to continue the notice of it; or, though the marks be defaced, yet if by situation and extent of quantity and bounding upon the firm land, the same can be known, or it be by art or industry regained, the subject does not lose his property.' 'If the mark remain or continue, or the extent can reasonably be certain, the case is clear.' And at p. 17, Sir Matthew Hale says: 'But if it be freely left again by the reflux and recess of the sea, the owner may have his land as before, if he can make out where and what it was; for he cannot lose his propriety of the soil, although it for a time becomes part of the sea, and within the admiral's jurisdiction while it so continues.' This principle is one not merely of English law, but is a principle founded in universal law and justice; that is to say, that whoever has land, wherever it is, whatever may be the accident to which it has been exposed, whether it be a vineyard which is covered by lava or ashes from a volcano, or a field covered by the sea or by a river, or a parcel of the soil taken suddenly away from one man's estate, and joined to another's, in each case the ground, the site, the property remains in the original owner. Where, however, there has been an accretion or accession of soil to a person's estate, the *primâ facie* presumption of law is that such accretion has been made by *alluvion* and not by *avulsion*, and the burden is thrown upon the party claiming by avulsion of showing that such soil so joined has been suddenly severed from his own estate and been transferred to such other estate. And the reason of this is clear. A forcible and sudden breaking away of land is an unusual phenomenon, and, therefore, the presumption from nature is, that every accession of land is an alluvion until the contrary is established.

(To be continued.)

LAW LIBRARY.

WE have received from the office of the *City Press* a copy of the "City of London" Directory for the present year. We observe that all business changes and removals have been recorded to within a fortnight of publication, and as these are far more numerous at the end of the year than at any other period, this forms an important feature of the work.

PATENT LAW.

(By C. HIGGINS, Esq., M.A., F.C.S., Barrister-at-Law.)

COMPLETE SPECIFICATION.

(*Continued from p. 250.*)

Simpson v. *Holliday*. 1866.—A patent for "improvements in the preparation of red and purple dyes," thus described the process: "I mix aniline with dry arsenic acid, and allow the mixture to stand for some time, *or* I accelerate the operation by heating it to, or near to, its boiling point, until it assumes a rich purple colour." It was proved (and not denied by the patentee) that it was necessary to apply heat in order to produce the colour; but evidence was given that a competent workman would apply heat. Held, however, that this description in the specification was bad, and the patent founded thereon was invalid. (13 W. R. 577; 12 L. T. Rep. N. S. 99; affirmed in the House of Lords, L. Rep. 1 H. L. 315; 35 L. J., N.S., Ch., 811.) Westbury, L.C., hearing the case on appeal from Wood, V.C., in the course of his judgment, said: "If the true construction of the specification be, that two distinct processes are described as being both efficient, and are both claimed as part of the invention, but one is found upon trial to be inefficient and useless, it is plain that the patent has been granted on a false suggestion, and is, therefore, invalid and bad at law. . . . When it is stated that an error in a specification which any workman of ordinary skill and experience would perceive and correct, will not vitiate a patent, it must be understood of errors which appear on the face of the specification, or the drawings it refers to; or which would be at once discovered and corrected in following out the instructions given for any process or manufacture; and the reason is, because such errors cannot possibly mislead. But the proposition is not a correct statement of the law, if applied to errors which are discoverable only by experiment and further inquiry. Neither is the proposition true of an erroneous statement in a specification amounting to a false suggestion, even though the error would be at once observed by a workman possessed of ordinary knowledge of the subject. . . . . With respect to the rules that govern the construction of specifications, they are the ordinary rules for the interpretation of written instruments, having regard especially to the fact that the specification must clearly fulfil the obligation imposed on the patentee by the proviso contained in all letters patent, viz., that the grant shall be void if the patentee shall not particularly describe and ascertain the nature of his invention, and in what manner the same is to be performed. It is therefore made a settled rule, that the specification must be so expressed as to be perfectly intelligible to a workman of ordinary knowledge, and it must follow that if there be any obscurity or ambiguity in the specification which is likely to mislead, this defect ought not to be helped by any refined or secondary interpretation of the language. It was contended before me, and the Vice-Chancellor is reported to have said, that it has been settled by authority that the most liberal construction is to be given to the patent that will sustain it, especially in those cases where the court is satisfied that the invention is really new and useful. If the words, 'the most liberal construction' are intended to denote some principle of interpretation different from the ordinary rules for the construction of written instruments, I am not aware of any such authority."

Parkes v. *Stevens*. 1869.—The sufficiency of a specification is not a question of law, but a question of fact in each particular case. Where a patentee has taken out a fresh patent for improvements on his original invention it is sufficient if, reading his second specification with the first, an artisan would have no substantial difficulty in ascertaining what was claimed. Sir W. M. James, V.C., in the course of his judgment, said: "It is obvious that a patentee does not comply, as he ought to do, with the condition of his grant, if the improvement is only to be found, like a piece of gold, mixed up with a great quantity of alloy, and if a person desiring to find out what was new and what was claimed as new, would have to get rid of a large portion of the specification by eliminating from it all that was old and common-place, all that was the subject of other patents, or of other improvements, bringing to the subject not only the knowledge of an ordinarily skilled artisan, but of a patent lawyer or agent," (L. Rep. 8 Eq. 358; 22 L. T. Rep. N. S. 635; judgment affirmed L. Rep. 5 Ch. 36).

Wright v. *Hitchcock*. 1870.—A patent was taken out for "Improvements in the manufacture of frills or ruffles, and in the machinery or apparatus employed therein." The specification described a process of plaiting fabrics by means of a reciprocating knife in combination with a sewing machine. The first claim was for the general construction, arrangement, and combination of machinery for producing plaited frills or trimmings *in a sewing machine*; the second was for the application and use of a reciprocating knife for crimping fabrics *in a sewing machine*; and the third, for the peculiar manufacture of crimped or plaited frills or trimmings "as hereinbefore described" and illustrated by a drawing. Held, first, that the patent was not for the manufactured product, but for the process of manufacturing it; secondly, that the patent was not limited to the manufacture of plaited fabrics by the knife *in combination* with a sewing machine. The title of the patent being for improvements in the manufacture of frills or ruffles, and the provisional specification describing the invention as relating to a particular manufacture of frills and ruffles, the complete specification described the invention as relating to a particular manufacture of frills, ruffles, *or trimmings*. Held, that this was no such material variation as to render the patent invalid. Kelly, C.B., said: "A third point made is that there is an inconsistency between the provisional and the final specification, the word 'trimming' not being added in the latter. But by whatever name it is described, the thing is in itself identical; it is something attached to any part of the dress, either of men or women, whether it is called the frill of a sleeve, or the ruffle of a shirt, or the trimming of a lady's dress. These are all *ejusdem generis*, and the description is only important for the purpose of showing for what purpose the product may be ultimately used when it has been manufactured by means of the plaintiff's invention." Channell, B.—"One of the objections turns on the form of the specification, the final specification going, it is said, beyond the provisional. I do not think it necessary to discuss in general the relation of the provisional and complete specifications. In the view which I take of the circumstances of the case that question does not arise, for there being no proof or suggestion of fraud, I do not think that there is any such extension of the claim in the final specification as disables the plaintiff from claiming this as a good patent." (L. Rep. 5 Ex. 37; 39 L. J. Ex. 97.)

Arnold v. *Bradbury*. Ch. 1871.—Where a patentee, in his specification, professes to do by machinery what has never been done before by machinery, and describes the machinery by which he does it, his claim is not too large on the face of it, because it claims generally to perform the operation "by machinery." A patentee in his specification described an improved ruffle or frill, and the machinery by which he proposed to make such improved ruffle, and to fasten it to a plain fabric by a single series of stitches. By his claim he claimed "the production by machinery of ruffles, and the simultaneous attachment of them to a plain fabric by a single series of stitches. Held, that the claim was not, on the face of it, too large. (24 L. T. Rep. N. S. 613; L. Rep. 6 Ch. 706.)

Neilson v. *Betts*. H. L. 1871.—After a patent has stood inquiry and the test of time, courts do not encourage verbal objections to the form of the specification. (L. Rep. 5 H. L. Cas. 1; 40 L. J. Ch. 317; 19 W. R. 1121.)

SOLICITORS' JOURNAL.

IN addition to those solicitors named by us in our last issue as having been elected to serve in Parliament, we have to record the name of Mr. P. E. Eyton, elected for Flint. This gentleman, admitted in Michaelmas Term 1853, has held most of the public appointments in that town usually bestowed upon solicitors, and it may be expected of him that he will be firm in his determination to co-operate with the other solicitors in the House to advance and protect our general interests. In our last issue the name of Mr. G. Goldney, M.P. for Chippenham, was misprinted "Golding."

WE publish in another column the thirty-fifth annual report of the committee of the Manchester Incorporated Law Association for the past year, which was read at a meeting of the members of the association recently held. We are glad to notice its prosperous condition, both in regard to the number of its members and the state of its finances. As may be expected, the first question dealt with in the report is the Supreme Court of Judicature Act, the provisions of which are regarded by the committee as an improvement on the present system; "but," says the report, "the necessity for securing district registries in Lancashire (before the suitors were deprived of the benefits afforded by the Common Pleas at Lancaster), and of granting greater facilities for the trial of causes in Manchester and Liverpool should be urged on the Legislature." We are very glad to notice from the report that combined action was taken by the committee of this association and the Incorporated Law Society of Liverpool with a view to extending and improving the district registry clauses so as to provide for the continuance of the Lancashire registries. It seems also that the attention of many other law societies was called to the Bill by means of united action of the Associated Northern Provincial Law Societies after it had passed the Upper House. The disposition thus shown to discuss matters affecting the Profession which it is proposed to deal with by legislation, cannot be too strongly commended, and we congratulate the association on their energy in the matter. Among the other subjects referred to in the report are The Custody of Infants Act (36 Vict. c. 12), The Intestates' Widows and Children Act (36 & 37 Vict. c. 52); the question of professional remuneration, which has attracted the attention of most country societies; the subject of the organisation of the Profession; reference being made to the valuable paper on this subject, read by Mr. Marshall, of Leeds, at Birmingham, in October last; and also to Mr. Saunders's paper on the subject of the amalgamation of the two London societies. The committee direct attention to the Bills of Sale Act as regards trade fixtures, especially referring to the case of *Begbie* v. *Fenwick* (24 L. T. Rep. N. S. 58) upon this subject. The report in many respects proceeds in the same groove as that of the Birmingham Law Society, whose annual report we dealt with last week. It is worthy of observation that Mr. Samuel Unwin has discharged the laborious duties of honorary secretary of this association since 1864. If every member of the Profession would bestow a tithe of the time given by this gentleman in endeavouring to advance the interests of solicitors in a similar way, our position would undoubtedly be far more consistent with the power and influence which, as a body, we undoubtedly possess.

THE office of President of the Council of the Incorporated Law Society of the United Kingdom is fortunately at present filled by one of the most competent as well as energetic members of our Profession. Mr. F. H. Janson, on Tuesday last, read before the Statistical Society a paper of equal value with others that he has already contributed. The title is, "Some Statistics of the Courts of Justice and of Legal Procedure in England," and the author has appended tables containing valuable information, amongst other things, a return of the proceedings in the Court of Chancery for the year ending 1st November last, and similar returns as regards chamber business. Although Mr. Janson has not supplied any information except that contained in the appendix which is not generally known, yet it is clear, from the exhaustive way in which he has dealt with his subject, that he is thoroughly alive to the great responsibilities which devolve upon him in connection with the office which he fills. One of the most interesting features of the paper, which will, no doubt, be shortly published *in extenso* by the Statistical Society, is the reference to our own profession, "whose remuneration," says Mr. Janson, "is regulated to some extent by a scale fixed at the beginning of the present century." The author of the paper refers to the power of the judges to strike attorneys off the roll, and wisely suggests that this power might be safely entrusted to the council of the Incorporated Law Society. Although pressure on our space prevents our referring in our present issue to other subjects named in the paper, we hope to do so on a future occasion.

THE Secretary of the Incorporated Law Society of Ireland (Mr. J. H. Goddard) has found time, notwithstanding the onerous duties devolving upon him, owing to the unceasing action of the council of that society, to protect and advance the interests of solicitors, to edit a work entitled "Oaths in Chancery (Ireland)," being a very useful guide for commissioners in that court; containing numerous forms of jurats and oaths, together with instructions and observations.

A DUBLIN solicitor informs us that applications by English solicitors to be appointed commissioners for oaths in the Irish courts have been several times lately made without success, with one exception, in the case of a London solicitor, who received such an appointment from the Irish Court of Chancery—while, in fact, there is no utility in such an appointment since the Act 30 & 31 Vict. c. 44, sect. 81, came into operation, by which English Chancery Commissioners can take Irish Chancery affidavits. Not content with refusing such applications, which as regards common law, and, indeed, all legal business in Ireland, ought, we think, to be granted for the convenience of suitors and others living in England and Wales, and who are, in one way or another, interested in legal business in the Irish courts—the courts actually condemn the unsuccessful applicant in the payment of the costs of those who in their own interest think fit to oppose applications. Moreover the application, even if not opposed, is most

formal, as we have pointed out before, and it is necessary to have both counsel and attorney present in open court to support an application which ought—following the mode in which similar commissions are issued by English judges to English applicants—to be granted, as of course where the applicant satisfies the judge that he is fitted, by good reputation and by practical experience, for the office. We say advisedly that much inconvenience and pecuniary loss is occasioned to the public and the Profession in this country by the formal and expensive process required by the antiquated rules still in vogue in Ireland relating to such appointments as those to which we again direct attention. In comparison with larger questions of interest to the Profession, this is no doubt of small import; but that is the very reason why it should only be necessary to direct attention to it in order to insure a speedy rectification. The Irish judges have only to issue fresh rules on the subject and the necessary reform is accomplished.

WE hope that some one or more of the several solicitors returned to Parliament will take steps with a view to the repeal of sect. 37 of 6 & 7 Vict. cap. 73, which prevents solicitors commencing an action for fees till one month after delivery of their bills. To us it is surprising that solicitors should have so long suffered under this now unnecessary imposition. Small bills of costs are constantly lost to the members of the Profession, through their being deprived of the ordinary right enjoyed by all other creditors. In these days the principal operation of the enactment is to open the door for the perpetration of fraud upon our branch of the Profession.

REFERRING to the report of the committee of the Birmingham Law Society, published in our last issue, upon the subject of the "requirement of written authorisation for payment of money to solicitors," their observations will, we feel sure, occasion much surprise to members of the Profession in other parts of the country, not only because in many counties the rule requiring such written authorisation obtains, as a matter of course, but also because of the delicacy evidently felt, at all events by a part of the Profession in Birmingham, in connection with such requirement. Of all business men, solicitors should be the most business-like, and surely it is nothing less than absolutely necessary that such written authorisation should be given and required under such circumstances as those contemplated by the committee. The question of suggested doubt or distrust being implied from such a requirement, ought not in our opinion to have been considered either by the committee or the meeting of the society to whom the report was submitted.

FROM numerous inquiries which we have received we gather that many articled clerks who intend presenting themselves for final examination next Michaelmas Term are in doubt as to whether they will be examined *inter alia* upon the subject of the Supreme Court of Judicature Act. The Act may or may not then be in operation, probably not. Yet the asking of questions upon it does not depend upon whether it will at the time be in operation, although it may be fairly assumed that no question will be asked upon it if its operation is postponed, the more so as it has not in recent examinations been referred to by the examiners. On the other hand, should such questions be asked, they can only be those to be answered by a careful consideration of the Act itself.

A CORRESPONDENT writes to us upon the subject of the large number of prosecutions conducted principally before magistrates throughout the country by supervisors of excise and other officials connected with the several public departments of the State. The writer urges that these prosecutions ought only to be conducted by members of the legal Profession, who should be appointed to undertake the work. Except for the expense which such a system would occasion we should certainly agree with our correspondent, and no doubt many of the prosecutions which take place ought, in all propriety, to be conducted by professional men.

A DISTINGUISHED member of the higher branch of the Profession, a member of the Commons House of Parliament, calls our attention to the fact that it often happens in Parliamentary business, dealt with before select committees of the House of Parliament, that while one side is represented by a distinguished silk gownsman, the other may be, and often is, represented by those who are not members of the legal Profession. No doubt many Parliamentary agents are not solicitors, and it may be fairly urged that they ought to be. On the other hand, the work undertaken by such agents is of comparatively recent origin, and most of them constitute firms of the highest standing. It is an anomaly similar to that referred to by us in a recent issue as regards agents who conduct the business relating to Indian appeals heard before the Judicial Committee of the Privy Council.

NOTES OF NEW DECISIONS.

ARBITRATION—AWARD—COMPLAINT — LIMIT OF TIME FOR COMPLAINING—9 & 10 WILL. 3, C. 15, S. 2.—The last day of term is not within the limit of the time fixed by 9 & 10 Will. 3, c. 15, s. 2, for making complaint of corrupt or undue practice in making an award on an arbitration. Complaint is made on the day on which notice of motion to set aside the award is served. *Harvey* v. *Shelton* (7 Bed. 455), not followed: (*Corporation of Huddersfield and Jacomb*, 29 L. T. Rep. N. S. 824. V.C. M.)

BILLS OF EXCHANGE ACT 1855, S. 2—PETITION FOR LIQUIDATION PENDING REFERENCE. — Money paid into court under the Bills of Exchange Act (18 & 19 Vict. c. 67), pursuant to a judge's order "to abide the event" of an action then pending, forms no part of the debtor's estate, but is a security to the creditor for the payment of the amount recoverable in the action, notwithstanding that the matters in dispute in the action have been referred, and bankruptcy supervened before any proceedings are taken in the matter of the arbitration: (*Ex parte Tate and Co; re Keyworth*, 29 L. T. Rep. N. S. 849. Bank.)

COMPROMISE OF ACTION FOR CAUSING DEATH BY NEGLIGENCE—ACTION FOR NOT APPORTIONING DAMAGES—9 & 10 VICT. C. 93; 27 & 28 VICT. C. 95.—The declaration alleged that defendant had brought an action as administrator of the plaintiff's mother, whose death was caused by the negligence of a railway company, against the railway company, for the benefit of himself and the plaintiff, according to 9 & 10 Vict. c. 93; that defendant, under 27 & 28 Vict. c. 95, compromised the action for a lump sum of money, without any apportionment by a jury of the amount of damages payable to the plaintiff in respect of his interest; and that defendant received the whole of the said sum, and retained it to his own use. Defendant pleaded that he, being plaintiff's father, had sued the said railway company in two actions, one for causing injury to himself, and the other under the statute mentioned in the declaration on behalf of himself, the plaintiff, and another child of defendant; the judgment in both actions was obtained in default of plea, that he compromised the said actions for the amount mentioned under a judge's order, in good faith, and believing the terms of the compromise to be the best he could obtain; and that no division or apportionment of the said money was ever required or made: Held, that under the circumstances stated in the plea, no action was maintainable at law: (*Condliff* v. *Condliff*, 29 L. T. Rep. N. S. 831. Q. B.).

COVENANT BY TWO PARTIES, TO BE PERFORMED ON NOTICE—NOTICE TO ONE ONLY INSUFFICIENT.—The defendant and F. M. covenanted with the plaintiffs that they would, upon receiving six months' notice in writing, pay to the plaintiffs two several sums of money. Notice to pay one of the sums was given to the defendant only. Held, that the notice ought to have been given to both the covenanting parties, and that a notice to the defendant only was insufficient: (*Moul* v. *Moul*, 29 L. T. Rep. N. S. 844. Ex.)

INFANT—RECOVERY OF MONEY PAID UNDER PARTNERSHIP AGREEMENT — RESCISSION OF AGREEMENT BEFORE MAJORITY—FAILURE OF CONSIDERATION.—The plaintiff, during infancy, agreed with the defendant in writing to buy one half share of a public-house business of the defendant, agreeing to pay an instalment of the purchase-money at once, and the balance at a future uncertain time, the defendant to provide board and lodging for the plaintiff and his wife, and the plaintiff not to receive any fruits of the partnership until the balance should be paid. The plaintiff paid an instalment of the purchase-money, and went with his wife to board and lodge with the defendant, and shared the management of the business, but afterwards, and before his majority, rescinded the agreement. Held, that the plaintiff might, in an action for money had and received, recover back the instalment paid under the agreement, less the amount expended by the defendant in providing board and lodging for the plaintiff and his wife: (*Everett* v. *Wilkins*, 29 L. T. Rep. N. S. 846. Ex.)

PRACTICE—LANDS CLAUSES CONSOLIDATION ACT 1845, S. 69—FUND IN COURT—PAYMENT OUT TO TENANT IN TAIL—DISENTAILING DEED—"SURVIVOR" READ "OTHER."—A fund in court, representing land purchased by a railway company by agreement, for the purposes of their undertaking, will be paid out to a tenant in tail, without a disentailing deed having been executed. *Re Butler's Will* (L. Rep. 16 Eq. 479) not followed: (*Re Row's Estate*, 29 L. T. Rep. N. S. 824. V.C. M.)

RULES OF PRACTICE AND PROCEDURE UNDER THE JUDICATURE ACT.

THE following is a report of the discussion which followed Mr. Dowdeswell's paper which we published last week:

Mr. E. Kimber thought that Mr. Dowdeswell was entitled to the gratitude of each branch of the Profession for the way in which he had handled this subject. They were informed that three gentlemen were now engaged in framing rules. But he (Mr. Kimber) thought it was only by the combined expression of the opinions of the Profession that any public good could be accomplished in this direction. It seemed to him to be absurd to suppose that any three gentlemen could do justice to the subject without some communication with the members of the Profession and the societies. Such a work, to be effectually done, would be a very serious tax upon their time and health. In the question of notices, he quite agreed with the writer of the paper, and thought that in the simple delivery of the notices there was security enough. For instance, the present "notice to plead" at common law was one of the strongest proceedings that could possibly be taken. It was given under the hand of the plaintiff's attorney, without any filing or proof of service being necessary, and yet, if no plea came in within eight days, judgment could be signed, and execution issued forthwith. The security against the misuse of this gigantic but simple power is the responsibility of the attorneys on both sides. For, if judgment and execution took place without such notice, the plaintiff would be liable to an action for damages by the defendant, and he, again, would have his remedy against the attorney. Besides that, the judge would immediately set aside such judgment, with costs against the attorney, to be paid personally, as an officer of the court. The consequence is, such a thing as the misuse of this process is never heard of. He could not conceive why all the forms of procedure could not be governed analogously by the same form. The notices to admit and to produce he looked upon as very useful, and as proofs that no filing or issuing were in any way necessary for the most responsible proceedings. All these things proved that there was no necessity for filing or issuing even a writ, or entering an appearance, but certainly not affidavits. As solicitors were responsible officers of the court, a claim or summons, under their signature, and a notice of defence, was all that was necessary. In nine cases out of ten, the original summonses and office copies were never asked for. The court even often relied upon copies in counsel's briefs. It was done every day. Why, therefore, cannot the Profession be made completely responsible to one another for the proper conduct of business? In motions the common law practice might take a leaf out of that of equity. It was a monstrous thing to allow a man to make a public *ex parte* application, it might be against persons of eminence and unimpeachable character, simply for the purpose of libelling and injuring their reputation; for even when the application was refused, the object in view was gained. Supposing such a thing were allowed in the Chancery Court, every one would loathe the administration of justice.

Mr. E. C. Dunn thought that the object of requiring an appearance to be entered in a public office seemed to have been rather lost sight of by the last speaker. The appearance gave notice that the proceeding was defended, and of the place where notices not requiring personal service were to be served; and it surely was useful that it should be entered, so as to be of record, and where a person who might have to make application in a proceeding could discover whom he would have to serve with notice of his application, and at what place. It was also necessary that summonses should be issued from the judges' chambers. It would never do to allow the parties to fix, without any reference to the state of the business at the chambers, any time they pleased for their attendance there. It was necessary that the person making the application should know when it could be heard. This was attained by the attendance to issue the summonses, and the summons itself was the notice to be served on the other parties to the proceeding, of the appointment which had been given by the judge.

Mr. Edgar thought it must be admitted that, where actions were defended, there were very considerable advantages in the entering of appearances. The effect of the introductory part of the 18th Rule appeared to him to be that, where the defendant admitted the claim and did not require the delivery of the statement, it was open to him to make a statement of defence, the nature of the claim of the plaintiff being disclosed in the writ of summons. He agreed with the observations that had been made, that the filing of so many things was entirely unnecessary. But it was obvious there was no option for the framers in the matter of the statements of claim and defence under the 18th rule. There would be under the Act two sets of rules—one framed before the Act

came into force, and those which it would be in the power of the judges to frame when this took place. They had the power given them by the Act to modify the rules, and in that way they might alter the rules in the schedule, and dispense with filing in the case of claims and defences. To his mind it would be better to assign all merely legal claims to the jurisdiction of the three Common Law Divisions, rather than, as the Act does, to leave it open to plaintiffs to take them into the Chancery Division. It was advisable to make as little disturbance as possible in the existing system. He quite agreed that the great power given to the judges to modify the whole system of procedure ought to be carefully watched; but he thought its results were likely to be beneficial. There would be some difficulties at first in the working of the Act, and it was a great thing that the power of remedying any defects which experience disclosed should be vested in the judges, without the necessity of going to Parliament for amending Acts.

Mr. A. E. Miller, Q.C., thought there were advantages in filing both pleadings and affidavits. The Registrar's Book in Chancery had been found to be extremely important when questions as to the effect of proceedings had arisen at a subsequent period. He could not think that any hardship was inflicted by requiring the deposit of one copy of every pleading in a public office—its cost was inappreciable. The filing of affidavits was of great consequence in some cases. It obviated the necessity of hunting up solicitors in cases which had been settled, and information sought was by this means ready at hand. He was quite of the opinion that in most cases office copies were of no use; but he had occasionally found great discrepancies between the affidavits of two opposing counsel, and in this case the office copy was of use, as the only umpire. But generally the opposing sides had copies which could be trusted. In regard to the divisions for business, and matters in the nature of concurrent jurisdiction, the first proposals had been somewhat modified in passing through parliament. The object kept in view had been fusion and not division. There would be at first a difficulty in getting cases in the common law division, and also in getting the Judges to act out of the way in which they have been accustomed to act. If there were hard and fast dividing lines of jurisdiction, there would be no power of making a selection of the division, according to special circumstances. The more it was left open to parties to choose the division into which they might see fit to take their cases, the better. He quite thought it was a great hardship on the plaintiff that he could not get discovery from his opponent at law, except under certain conditions. On the other hand, the proceedings in equity were often very oppressive to defendants, as plaintiffs unnecessarily resorted to this most expensive way of getting admissions from the opposing side, which were often so qualified as to be useless. The schedule to the Act hit this difficulty, and he believed in the best way. A man by this could file his interrogatories, requiring most minute details from the defendant, as to every point he alleged, but if the court thought his conduct vexatious, he might be made to pay the costs, even though he succeeded in the suit.

Mr. J. Sewell White expressed his concurrence in Mr. Dowdeswell's views as to the principles which should guide the framers of the rules under the new Act. He thought there should also be ample provision for amending the proceedings at any stage of the cause, and for adjourning its further hearing on reasonable terms, where such a course was necessary to prevent the surprises which a liberal exercise of the power of amendment might sometimes occasion. He did not agree with a former speaker that an entry of appearance by a defendant was a superfluous step. It was an indisputable notice of an important act. Neither did he agree with the statement that the filing of affidavits was unnecessary. It pinned the depositions to the order of the court, and prevented a misuse of them, which might easily be made if a laxer practice prevailed. As to model pleadings and forms, he believed they were generally disregarded by the draftsmen. Such was his experience of the forms published in the Pleading Rules of 1845, the Rules for Claims in Equity, and the Indian Code of Civil Procedure. He hoped that under the new rules common counts and general forms would disappear, and that, whilst ample opportunity was allowed to either party to examine his opponent before the hearing by interrogatories on the material points of dispute between them, the practice of interrogating a party upon a written statement of the case drawn up by his opponent would be put an end to. As to ejectment suits, he thought there would be no greater difficulty in dealing with them under the new rules than with other suits, and he should have liked to have heard from Mr. Dowdeswell the precise nature of the difficulties which he appeared to apprehend.

Mr. Thomas Webster, Q.C., regarded the Act under discussion as the greatest step that had yet been taken in law reform. The divisions of the suits as suggested, according to some arbitrary and hard-and-fast rule, would have been entirely fatal to the measure. Each court should work out its own proceedings, and there should be no power of transference to another court. The client having selected his tribunal, with which choice there should be no interference, ought to have his whole case disposed of by the tribunal so selected. The first step should be the statement of the claim, whether a writ or action. A man should not be allowed to go into court without some distinct statement of his claim, and be able to make one claim one day and another on a succeeding one; he should not be able to shift his ground. A succinct statement of the claim should be put into writing, and by this the plaintiff should be bound. That he could shift his ground would be a scandal. He (Mr. Webster) thought it was necessary to have the proceedings filed. The first plaint and the answer should be on record. This he conceived to belong to the first principles of the administration of justice; and in regard to printing, it might be laid down as a general rule that when six copies were required, printing was cheaper than writing. If there were affidavits, they ought to be filed as a record of what was stated. The entering of an appearance must be done in some matters, either to confess the action or to defend; there could be no difficulty from that source. He did not share in the opinion expressed by a former speaker, that the framing of rules of procedure would be beyond the capacity of three gentlemen of sense and experience. The existing precedents need not be wholly disregarded; a change similar to the one we were considering had been in existence for some time in New York, and was found to be a vast improvement upon the old system, that the Hon. David Dudley Field, in reply to a question from the chairman at the congress at Norwich, on being asked whether there was likely to be a return to the old system, said, "You may as well thing of reversing the current of Niagara."

C. W. Ryalls said that he thought there were some objections to the statement of the plaintiff's case being contained on the citation, whether the citation took the form of a writ of summons or any other form. Many actions were commenced which never advanced further than the citation or writ. If the cause of action were set out in the citation, then the costs of the citation must be very considerably increased, because the statement must, in many cases, be somewhat lengthy, if it were full and sufficient. Such a statement would be unnecessary where there was no intention of contesting the plaintiff's demand, and the cost and trouble of making it ought to be saved. The citation and the pleading ought to be kept distinct, and nothing could be gained by uniting them. There was much difference between filing affidavits and being compelled to take copies of them when filed. If affidavits were used they should be filed; and all proceedings in a cause which was decided should be filed, though there was not the same necessity as to those which were never adjudicated upon. Some effectual provision should be made against speculative interrogatories. It was right that parties should have the power of delivering interrogatories without obtaining the leave of the court to do so; but it must be remembered that speculative actions have been used by reckless people as a means of extortion and vexation, and it will become intolerable if reckless suitors are allowed to cause the additional expense of lengthy interrogatories. The most important question for consideration with reference to the rules to be drawn under the Act arose with reference to those provisions of the Act which were similar to other previous provisions in former Acts of Parliament, and which were as yet unrepealed, except so far as they might be inferentially repealed by the Judicature Act; take, for instance, the Summary Procedure on Bills of Exchange Act, and rule 7 in schedule to Judicature Act. An Act should be passed repealing all former procedure Acts, and a complete code of procedure should be found in the Judicature Act and in the rules to be passed in pursuance of it, so that there may be no possibility of suitors being compelled to ascertain by legal proceedings which Act of Parliament is repealed, and which is not. As to the arrangement of circuits under sect. 68, it might be well to hold the circuits immediately before instead of immediately after the sittings of the full court in London, when all points reserved could be determined at once, and without the lapse of a long vacation between trial and motion, on leave reserved or for a new trial. If the present long vacation should be continued, a court should sit for this purpose immediately after the end of the circuits. Where leave was given to move by the judge at the trial, there should be no necessity of a rule *nisi*; but notice of the motion should be given, and the point reserved should be at once argued and determined. Sects. 58 and 59 provided for referees and the effect of their findings; it might be difficult to say how far the rules could affect the findings of referees, but it was highly desirable that the court should have power to review their findings on questions of fact, a duty of which the courts had got rid as regards the present system of compulsory references, by deciding that the finding of the master on a compulsory reference stood upon the same footing as the finding of an arbitrator chosen by the parties, and was final, both as to law and facts, the courts should have power to review the findings of referees, both as to law and fact. There was great dissatisfaction all through the Profession with regard to the present system of references to masters. In the appointment of local registrars, care should be taken that attorneys practising in the locality should not be appointed, and every possible facility should be given for appeals from them, if they were entrusted with any judicial duties. As to appeals, the appeal court should be as open to a litigant as a court of first instance. Security for costs should cease to be a condition precedent to the right of appeal; but power should be reserved to the court or a judge to stay an appeal until security be given, in the case of appeals which were clearly groundless and vexatious; such a power, however, should not be given to the local inferior judges, whose decisions were appealed against, many of whom, judging from the experience of some County Court judges, would uphold their judgments by all possible means. It might, however, be well to provide for some certificate from the inferior judge being produced before the court on an application to stay an appeal till security for costs were given. The appeal from local tribunals, and in all other cases, should be made speedy and easy, and should not, as now, be only the luxury of the rich. Appeal by special case should also be put an end to, except where it is adopted by mutual consent. He agreed generally in the views expressed by Mr. Dowdeswell in his able and suggestive paper, and particularly in the opinion that, as the course of legal proceedings were made easy and inexpensive, the recourse to them would be the greater.

The Chairman said the question of giving the court power to review the findings of a legal arbitrator on the merits, required great consideration, as it would open the door afresh to all the litigation which his award had closed. In the case of a verdict by a jury, it was necessary the court should have this power on account of the mistakes which they often fell into through want of experience and ignorance of the law; but this did not apply to a legal referee; and it might be better to hold his verdict final, on the principle, "*Interest reipublicæ ut sit finis litium*," subject to any points of law which might be stated in a special case. Also, the majority of cases decided by arbitrators would be cases of account, which the court cannot deal with without enormous waste of time. Mr. Webster had objected to the double proceeding of a writ and declaration or bill, and proposed to dispense with the writ; but he thought Mr. Webster had overlooked the fact that, out of ten writs issued not above three or four ever came to a declaration, being settled before declaration. So that if a declaration or bill were obliged to be served instead of a writ, the expense of drawing a declaration by a pleader or counsel would be unnecessarily incurred in a great majority of cases. He could not see any reason why proceedings should be both filed and delivered; for out of a hundred actions, there was not the slightest necessity generally that one of them should remain on record. Full ninety-nine out of a hundred of those preserved in the Record Office were nothing better than waste parchment. Affidavits were filed for the reason of securing evidence in cases of perjury. If these were kept by the parties themselves there would be no available evidence to procure a conviction for this crime. In regard to the system of pleading, the result of the new Act, he thought, would be to give more employment to special pleaders and junior counsel than at present. When in a trial for any liquidated demand a defendant did not appear, he thought judgment should go by default without putting the plaintiff to proof. He had seen, in such a case, a learned judge acting as counsel for the defendant, and exhibiting a mischievous ingenuity in picking holes in the evidence. In such a case, why should not the plaintiff be entitled, without further ceremony, to a verdict for the claim, provided it were a liquidated one? He would suggest that it might be a desirable thing for the gentlemen who were engaged on the work under consideration, to circulate amongst the members of the Profession a few queries on any questions of doubt. By that means they might obtain some valuable suggestions.

Mr. H. N. Mozley thought that in the class of cases in which the defendant could plead or demur, it was a question whether the Chancery practice should not prevail.

Mr. Rose was of opinion that, as regarded the public in general, the present was a most disastrous Act. The practice of the Common Law

and Chancery had hitherto been so certain that a most ordinary practitioner was able to conduct his case from the beginning. But the Act of Parliament reduces the two branches of law to chaos. There were certain grievances which might have been stated and the remedies for them given on one sheet of paper. His own impression of the Act was, that the best thing to be done would be to repeal it. It was, he thought, impossible to make rules for the Act to work satisfactorily.

Mr. Dowdeswell said, that in regard to entering an appearance in a case where the defendant did not choose to appear, it was unnecessary to go to the judges for that purpose and then to file a declaration: although the mere fee was small, there were incidental expenses connected with it which materially altered the amount. He did not suggest that entering appearances generally should be abolished. The advantage of entering appearances is, that it gives the name of the attorney or place where the proceedings may be served. Filing the proceedings, in his own view, as derived from experience at common law, was that it was cumbrous and unproductive of good. Reference to those records might in after times settle some vexed questions; but the benefit was not commensurate with the burden. He did not see why we should tax living persons for some possible benefit to posterity. He was induced to make the last observation as to ejectment, because, under the present statute, judgment might be signed on non-appearance, or a person might defend for the whole or only a part of the property claimed. Though power was given in the new Act to sign judgment for liquidated demands if the defendant did not appear, this was not extended to ejectment. If the defendant, too, upon being called at the trial did not appear, the plaintiff, without proof, was entitled to judgment. There were no pleadings, only the writ and defence for all or part. The action under the Judicature Act was an entirely novel thing, and no provisions corresponding with them were contained in it. They had been found extremely convenient, and he hardly thought those who framed the Act had the action for ejectment in view when they drew up the 73rd section, which he feared would hardly meet the case.

LORD MAYOR'S COURT.

Wednesday, Feb. 18.

(Before Sir T. CHAMBERS.)

LANE *v.* OAKES (MACKENZIE, Garnishee).

Married Women's Property Act, s. 7.

THIS was an attachment cause, which raised an important question under The Married Women's Property Act. It was tried before the recorder on the 19th Dec. last, when a verdict for the plaintiff was returned. A rule was subsequently obtained for a new trial, which was now argued. It appeared that the money in question (£137) was bequeathed to Mrs. Oakes, the wife of the defendant, subject to the life interest of a Miss Milner. The will was proved in 1865, and an order for the administration of the estate was made in 1866. The defendant married in 1871, and the life interest expired in 1873. Shortly afterwards a petition was presented to the Court of Chancery by defendant and his wife, and the money was paid to the garnishee under a power of attorney given by the defendant alone, and this money the plaintiff, a creditor of the defendant, sought to attach in the hands of the garnishee.

Kemp appeared for the plaintiff.

M'Call for the garnishee.

The DEPUTY-RECORDER made the rule absolute, holding that the case came within sect. 7 of the Married Women's Property Act, which enacts that where any woman married after 9th Aug. 1870, shall during her marriage become entitled to any sum of money not exceeding £200 under any deed or will, such property shall belong to the woman for her separate use. "Become entitled" meant become entitled in possession, therefore this money, being the separate property of the wife, under this section was not attachable for the debt of the husband. *Rule absolute for a new trial.*

GENTLEMEN WHO PASSED THE FINAL EXAMINATION.

HILARY TERM, 1874.

Adams, Herbert C.
Apps, John Harrison
Ashmall, Elias Ashmall
Attenborough, Mark
Baldwin, Thos. Wm.
Bantoft, John Henry
Barker, Richard, jun.
Beauchamp, Arthur James
Beaumont, Herbert
Bird, Stephen
Blunt, Charles
Blythe, Alfred W. Burton
Box, William
Boxall, Charles Gervaise
Brabant, Fredk. Awdry
Brailsford, Joseph
Brown, John Edwin
Brown, Walter
Brighouse, Henry, jun.
Budd, Samuel, B.A.
Burnett, Allan
Carter, James
Casson, Randall
Chadwick, John Wilding
Challenor, Bromley
Chitty, Alexis
Clarke, Edwd. F. Childs
Collins, Horace
Copner, George W. S.
Darlington, Henry
Davies, John Howell
De Paula, Frederic
Dixon, John Archibald
Doyle, Frederick A. K.
Fawcett, John
Ferguson, Daniel L., M.A
Ferris, John Henry
Geary, Frank
Gibbons, Herbert Henry
Gibney, Edward S.
Godfrey, Josh. Wallace
Grant, Thomas A.
Greaves, John
Greenway, William K.
Grimmer, Grantley C.
Grundy, James
Haines, John Pleydell W.
Hammonds, John Alfred
Harting, Robert A.
Hatton, Frederick D. W.
Hawes, Alexander Travers
Heaven, Nicholas Gyde
Hedger, P. F. F.
Henly, Edward Robert
Hepburn, William Arnold
Heseltine, Arnold
Hodges, Oliver Thomas
Holland, Edward L., B.A.
Hooper, John H., B.A.
Hudson, Thomas
Hutchings, Robert C.
Jackson, Charles Edward
Jaques, William
Jennings, Isaac Gaitskill
Johnson, Gordon
Jolliffe, William
Jones, George Fletcher
Kent, Osborne C., M.A.
Kerby, Wm.
Lane, F. Augustus
Langley, F. R. Theobald
Ledgard, John A.
Lee, Edmund
Lewis, Wm. Henry
Lockyer, Geo., jun.
Lound, John Adams
Macdonald, D. M'Stephens
Mackley, Thos. Cole
MacNab, Samuel Perth
Marsden, Geo. Wm., jun.
Matthews, R. E. J.
Meynell, Thomas Henry
Milton, John Howard
Mitchell, Chas. Henry
Morgan, Jas. Thos.
Morley, Wm.
Newton, Alexander F.
Nye, John Kent
Owen, C. Maynard, B.A.
Parish, Frederick
Parkinson, John Charles
Parr, Robert Jeffery
Parrott, F. Bayford
Paulin, Thomas
Peacock, John
Pears, Henry Temple, B.A.
Pearse, William Burd
Phelan, Wm. Henry
Pile, Richard Parris
Powell, James
Powning, William Chas.
Pulteney, F. Basil, B.A.
Pye-Smith, E. Fulgar
Raw, John Frederick
Reader, George
Rhodes, Robert Radnall
Rice, Edward James
Ruddock, N. S., B.A.
Ryland, Hy. Woodcock
Sadler, Wm. Henry
Samson, Chas. Leopold
Schultz, Geo. Augustus
Scott, John Sefton
Seago, Frank
Simpson, John Millington
Sinnot, James
Smith, Arthur Joel
Square, John Harris
Squire, Hy. Stilwell
Stableforth, Wm. Bennett
Stallard, Thos. Garrold
Stocken, William
Sullivan, Jno. Mortimer
Talbot, John Wm.
Taylor, Thomas Mark
Tee, Thos. Joseph
Thacker, Clement Phillips
Thompson, Joseph
Thompson, Joseph Clifton
Thompson, Walter Poulett
Thornton, Alfred
Thorold, Geo. A. W.
Tilleard, John Alex.
Torr, Henry Jackson, M.A.
Turner, James
Turner, Wm. Rd. Eaton
Tweedy, James
Walker, Hugh Mewburn
Walton, John Lawson
Ward, Chas. Bernard
Ward, John
Watts, Albert
Webster, Thos. Wilkinson
Weightman, Wm. Arthur
Westmorland, Edw.
Whelon, Wm.
Wilde, Ernest James
Wilkinson, Thomas
Williams, C. B., B.A.
Williams, Edw. Austin
Williams, Romer
Wilson, A. Vyvyan
Woodroffe, Chas. Gover
Wright, Fras. George
Wright, Wm.

HEIRS-AT-LAW AND NEXT OF KIN.

EDMETT (Thos.), Arreton House, Maidstone, Kent, gentleman. Next of kin to come in by March 1, at the chambers of V.C. H. March 9, at the said chambers, at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

WRIGHT (Hannah), Brookfield, Hathersage, Derby. Heir-at-law to come in by March 3, at the chambers of the M. R. March 17, at the said chambers, at eleven o'clock, is the time appointed for hearing and adjudicating upon such claims.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

COLE (Henry), Onslow-square, Brompton, Esq., and VIZARD (Wm.), 55, Lincoln's-inn-fields, gentleman, one dividend on the sum of £1556 17s. 2d., New Three per Cent. Annuities; claimant said Wm. Vizard.

LANDON (Francis Newcombe), and LANDON (Charles Harcourt), both of Brentwood, Essex, Esqrs.; £33 6s. 8d., Three per Cent. Annuities. Claimant said Chas. Harcourt Landon, the survivor.

MILES (Samuel), ADCOCK (Halford), and HARDY (John Stockdale), of Leicester, Esqrs., £254 17s. Three per Cent. Annuities. Claimant said Halford Adcock, the survivor.

SCHREIBER (John C.), Henhurst, Woodchurch, Kent, Esq., £2743 10s. 1d. Reduced Three per Cent. Annuities. Claimants Amelia Susannah Schreiber, widow, and Arthur Thos. Schreiber, executors of John Charles Schreiber, deceased.

TRENT (Lieut. John) of H. M.'s Regiment Horse Guards (Blue), and DASHWOOD (George Henry), West Wycombe, Bucks, Esq. £10,000 New Three per Cent. Annuities. Claimant, Dame Elizabeth Dashwood, widow.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

ANGLO-FRENCH MARBLE COMPANY (LIMITED).—Creditors to send in by March 13, their names and addresses and the particulars of their claims, and the names and addresses of their solicitors (if any) to A. A. McLean, 29, Gresham-street, London, the official liquidator of the said company, March 27; at the chambers of the M. R. at eleven o'clock, is the time appointed for hearing and adjudicating upon such claims.

NEW BUXTON LIME COMPANY (Limited). Petition for winding-up; to be heard Feb. 28, before the M.R.

RUST'S PATENT VITRIFIED MARBLE COMPANY (Limited). Petition for winding-up; to be heard Feb. 27, before V. C. H.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

ALKIN (Francis R.), Maidstone, Kent, widow. March 15: Wm. Beale, solicitor, March 25. V. C. M., at 12 o'clock.

ANDREW (Ratcliff), King's-cross, Duffield, engineer and machinist. March 21; H. Tyrrell, solicitor, 14, Gray's-inn-square, Middlesex. April 13; V.C. H., at twelve o'clock.

AVIS (Elizabeth), Kenninghall, Norfolk, widow. March 20: Lancelot Gane, solicitor, Kenninghall. April 16; V.C. B., at twelve o'clock.

BEECROFT (Ebenezer), 19, Warner-street, Dover-road, Newington, Surrey, fish salesman. Feb. 28: G. R. Jaquet, solicitor, 15, South-street, Finsbury-square, London. March 11; V.C. M. at twelve o'clock.

BRADLEY (John), Selby, common brewer. March 9; Thos. M. Weddall, solicitor, Selby. March 18; V.C. M., at twelve o'clock.

BREWER (John), Wimborne, Dorset, grocer and baker. March 4; Thos. Rawlins, solicitor, Wimborne. March 18; V. C. H. at one o'clock.

CHALON (Thos. B.), formerly of Red Hill, near Hereford, late of Stuttgart, Wurtemberg, formerly a Lieut.-Col. and Brevet Col. in the 46th Reg. of H. M.'s Indian Forces. March 27; T. W. Nelson, solicitor, 6, Laurence Pountney Lane, London. April 16; V. C. B. at twelve o'clock.

DEACON (Francis), Cold Harbour-road, Lambeth, Surrey, Esq. March 7; F. W. Arkcoll, solicitor, 190, Tooley-street, Southwark, Surrey. March 21; M. R., at eleven o'clock.

FLACK (Abraham), King's Arms, Aldersgate-street, London, licensed victualler. March 6; T. Edwards, solicitor, 7, Doughty-street, Mecklenburgh-square, Middlesex. March 20; M. R., at eleven o'clock.

FORD (John), 21, Lower Gun-alley, St. George's-in-the-East, Middlesex. March 9; Stone and Co., solicitors, 5, Finsbury-circus. March 27; M. R., at twelve o'clock.

FOWLES (Horatio N.), 27, Briton-street, Southampton. March 3; Wm. A. Killby, solicitor, Southampton. March 17; M. R., at eleven o'clock.

GODFREY (Robert W.), Beeston, Norfolk, farmer. March 2; B. Nurse, solicitor, King's Lynn, Norfolk. March 17; V.C. M., at twelve o'clock.

GREGORY (Susan), Clarence-place, Dover, spinster. Feb. 28; Crook and Smith, solicitors, 178, Fenchurch-street, Dover. March 14, V C. H., at twelve o'clock.

GWYER (Edmund), 7, West Clifton-terrace, Bristol, merchant. March 2; Bush and Ray, solicitors, Bristol. March 14; M.R., at twelve o'clock.

JOHNSON (Geo.), Millfield House, York. March 19; O. B. Wooler, solicitor, Darlington. March 30; V.C. M., at twelve o'clock.

KEKEWICH (Samuel T.), Peamore, Devon, Esq., M.P. March 18; Chas. J. Follett, solicitor, Exeter. April 15; V.C. B. at twelve o'clock.

LEE (Wm.), Sheffield, grinder. March 9; Edwd. Swift, solicitor, Sheffield. March 23; M. R. at twelve o'clock.

STEVENSON (Geo. H.), Hope House, near Ripon, gentleman. March 12; H. Calvert, solicitor, Masham, near Bedale. March 26; V.C. H., at twelve o'clock.

SWAIN (Jonathan S.), Friskney, Lincoln, farmer. Feb. 27; Wm. H. Bailes, solicitor, Boston, Lincoln. March 6; V.C. B., at twelve o'clock.

TUCKER (John), Berwick, St. James, Wilts, gentleman. March 10; Cobb and Smith, solicitors, Salisbury. March 20; V.C. H. at one o'clock.

WARREN (Jas. J.), Eglinton Arms, Upper Maudlin-street, Bristol, licensed victualler. March 5; Jas. Cook, jun., Bridgwater. March 19; V.C. M., at twelve o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

BAKER (Richard D.), Fort William, Cork, Ireland, a captain on half-pay, in H.M.'s army. March 14; G. A. Baker solicitor, 36, Cleveland-square, London.

BLAKE (Frederic), Staverton, Trowbridge, Wilts, farmer. March 25; Rodway and Mann, solicitors, Trowbridge.

BLAKE (Robert), formerly of Bath, afterwards of Maidenhead, subsequently of Brighton, and late of 65, Euston-road, Middlesex, Esq. March 16; Geo. Carew, solicitor, 9, Lincoln's-inn-fields, London.

BROWNE (Richard), Bromtrees Hall, Bishops' Frome, Hereford, gentleman. May 1; Wm. West, solicitor, Bromyard, Hereford.

BULFORD (Mary), formerly of 41, New North-road, Hoxton, New Town, Middlesex, late of 2, New North-road, Middlesex, widow. March 21; Shepheard and Sons, solicitors, 32, Finsbury-circus, London.

CHRISTY (John), Aperfield-court, Cudham, Kent, Esq. March 25; Bailey and Co., solicitors, 5, Berners-street, London.

COTGRAVE (Richard E. F.), 74, Gloucester-street, Pimlico, Middlesex, a retired Colonel in the Royal Engineers Bombay Army. March 20; Wm. Woolfryes, solicitor Banwell, Somerset.

COWPER (John), New Inn, Askham, York, innkeeper. April 10; W. Walker, solicitor, 18, Lendal, York.

COXON (Richard G.), Newton West Farm, near Stockafield, Northumberland, farmer. March 10; Hoyle and Co., solicitors, 20, Collingwood-street, Newcastle-upon-Tyne.

CROSLEY (Jas.), Leeds, chemist and druggist. March 31; Henry Snowdon, solicitor, Leeds.

DEACON (Chas. E.), Southampton and Lordswood, Nursling, Hants, gentleman. April 13; Walker and Co., solicitors, 5, Southampton-street, Bloomsbury, Middlesex.

FIRMIN (John H.), Colne Engaine, Essex, farmer. May 1; Harris and Morton, solicitor, Halstead, Essex.

HARRATT (Charles), late of Greenbank, Bootle, near Liverpool, and formerly of Buenos Ayres, South America, sheep farmer. March 31; Field and Co., solicitors, 36, Lincoln's-inn fields, London.

HOGHTON (Aubrey A.), Abbey-road, St. John's Wood, Middlesex, Esq. April 1; C. Morgan, solicitor, 15, Old Jewry, London.

JACKSON (Francis J.), Berkhampstead, Hertford, spinster. March 31; Fielder and Sumner, solicitors, 14, Godliman-street, Doctor's-commons, London.

JOHNSTON (Henry), formerly of New Alresford, Hants, late of Lyminster Court, near Arundel, Sussex, Esq. Feb. 28; F. Carter, solicitor, 9, Old Jewry-chambers, London.

LAMBERT (Wm. B.), formerly of Prior-place, East-lane, Walworth, Surrey, afterwards of 2, Coronation-place, Stoke Newington, Middlesex, and late of 158, Ball's-pond-road, Islington, formerly an accountant's clerk, but late retired from business. April 2; Clapham and Fitch, solicitors, 181, Bishopsgate-street Without, London.

LAWRENCE (Reuben), 13, Caroline-street, Bloomsbury, Middlesex, gentleman. March 31; S. Potter, solicitor, 36, King-street, Cheapside, London.

MCDOWALL (Harriet), Norwood Lodge, Norwood Green, Middlesex, widow. March 12; A. Cope, solicitor, 8, King's-road, Bedford-row, Middlesex.

MONTGOMERY (Emma A.), formerly of 19, Marlborough-buildings, late of 19, Milsom-street, Bath, widow. April 30; H. W. Hooper, solicitor, 18, Bedford-circus, Exeter.

OKE (Geo. C.), Rosedale, St. Mary's, Peckham, Surrey, chief clerk to the Right Hon. the Lord Mayor. March 21; Wm. B. Kidder, solicitor, 19, Bedford-row, London.

ORR (Robert), formerly of Church-lane, Islington, late of 1, St. John street, Essex-road, Islington, Middlesex, gentleman March 7; M. Boyce, solicitor, 21, Abchurch-lane, London.

PRIOR (John, otherwise John Fewter), formerly of 12, King's-road, Ball's-pond-road, Middlesex, afterwards of 16, Gordon-road, South Hornsey, late of 74, Walford-road, Stoke Newington, Middlesex, appraiser. March 10; Thomson and Edwards, solicitors, 7, Doughty-street, Mecklenburgh-square, Middlesex.

QUICK (Geo.), Southampton, and of Bitterne, common brewer. March 31; Hickman and Son, solicitors, 7, Albion-place, Southampton.

RAY (Edmund B.), 15, Princes Gate, Hyde-park, Middlesex, Esq. March 5; T. W. S. Bowlby, solicitor, 44, Lincoln's Inn-fields, Middlesex.

ROBSON (Elizabeth), Darlington, widow. April 6; Thos. Dowse, solicitor, Darlington.

ROBSON (Wm.), Darlington, Esq., April 6; Thos. Bowes, solicitor, Darlington.

SCOTT (Jas. H.), formerly of H. M.'s Paymaster-General's Office, Whitehall, late of 25, George-street, Ryde, Isle of Wight, Esq. March 12; Park and Co., solicitors, 11, Essex-street, Strand.

SELLS (John), Somerset House, York-road, Montpellier, Bristol, gentleman. March 9; J. Miller, solicitor, Nicholas-street, Bristol.

SMITH (Chas.), Arundel-street, Sheffield, tinner and brazier. March 7; Watson and Esam, solicitors, 29, Bank-street, Sheffield.
SMITH (Chas. C.), formerly of Bury St. Edmunds, late of 6, Woodfield-terrace, Palace-road, Upper Norwood, Surrey, Esq. April 6; H. Avis, solicitor, 25, Lincoln's-inn-fields, Middlesex.
STAPLETON (Geo. J.), formerly of St. Alban's, Herts, late of 34, Chepstow-place, Pembridge-square, Bayswater. March 15; Hunter and Co., solicitors, 9, New-square, Lincoln's-inn, Middlesex.
SWINGLER (Thos.), Douglas House, Litchurch, near Derby, ironmaster, manufacturer of bar iron, railway engineer, and coal master. March 25; Henry Swingler, "The Laur ls," Duffield-road, Derby.
TONKS (Elizabeth), Athol House, Soho-park, Handsworth, Stafford, and of Bythorn, Torquay, widow. May 1; D. Dimbleby, solicitor, 15, Bennett's-hill, Birmingham.
WELSTEAD (John R.), Kimbolton, Huntingdon, and of Kew Dell, Catherington, Southampton, Esq. March 31; Bird and Moore, solicitors, 5, Gray's Inn-square, London.
WHITAKER (John), Blackheath, and Abchurch Lane, London, banker. April 1; White and Co., solicitors, 6 Whitehall-place, London.

REPORTS OF SALES.

Thursday, Feb. 12.

By Messrs. C. O. and T. MOORE, at the Mart.

Mile-end-road.—No. 622, freehold house with shop—sold for £1160.
In rear of above freehold stabling—sold for £185.
Nos. 624, 626, 628, and 630, Mile-end-road.—sold for £3940.
No. 1, Lincoln-street and stabling—sold for £600.
Nos. 616 and 618, Mile-end-road, freehold rental of £65 per annum—sold for £1330.
No. 14, Colman-street, term 55 years—sold for £255.
Commercial-road.—Nos. 33 and 34, Colet-place, term 33 years—sold for £460.
Nos. 2 and 3, King's-terrace, freehold—sold for £2120.
Whitechapel.—No. 10, Glasshouse-street, copyhold—sold for £480.
St. George's-in-the-East.—Nos. 1 to 11, Palmer's-place, term 98 years—sold for £435.
Eastcheap.—No. 16, Love-lane, freehold—sold for £1900.
Mile-end-road.—No. 363, term 7 years—sold for £85.
Fifty shares, of £10 each (fully paid), in the Nitro-Phosphate and Odam's Manure Company—sold for £750.
Twenty-five shares, of £10 each (£6 paid), in the Animal Charcoal Company—sold for £150.
Fifteen £5 shares in the Crystal Palace Company—sold for £23 10s.

By Messrs. HARDS and VAUGHAN.

Clerkenwell.—No. 1, Ann-street, and a ground rent of £8 per annum, term 47 years—sold for £475.
St. Luke's.—No. 12, Hall-street, term 68 years—sold for £350.
Islington.—No. 1, Windsor-place, and No. 77, Windsor-street, term 20 years—sold for £230.
Hackney.—Nos. 1, 4A, 5, and 6, Seabright-street, and No. 12, Caroline-place, term 43 years—sold for £895.
Kingsland.—No. 3, Ufton-grove, term 48 years—sold for £240.
St. Pancras.—Nos. 21 to 24, Archer-street, and Nos. 1 to 6, Passmore-place, term 16 years—sold for £470.
Regent's-park.—Nos. 59 and 60, William-street, term 48 years—sold for £1140.
Great Portland-street.—No. 27, Riding-house-street, term 19 years—sold for £450.
St. John's-wood.—No. 6, Queen's-road, term 45 years—sold for £555.
Notting-hill.—No. 51, Elgin-crescent, term 77 years—sold for £520.
Pimlico.—Nos. 59 and 61, Hindon-street, term 50 years—sold for £355.
Ground rents of £61 per annum—sold for £880.
Lambeth walk.—No. 31, term 32 years—sold for £355.
Kennington.—Nos. 4, 6, 8, and 10, Penton-place, term 60 years—sold for £1385.
Nos. 40 and 42, Penton-place, and a ground rent of £8 per annum, term 69 years—sold for £955.
Walworth.—No. 11, Fleming-road, term 76 years—sold for £275.
Tottenham.—Nos. 1 and 2, Markfield-terrace, term 88 years—sold for £195.

Friday, Feb. 13.

By Messrs. NORTON, TRIST, WATNEY, and Co., at the Mart.

Westminster.—Nos. 17 to 25, Buckingham-cottages, term 32 years—sold for £1300.
The leasehold Carriage Repository, with stabling, &c.—sold for £1800.

Tuesday, Feb. 17.

By Messrs. DANIEL CRONIN and SONS, at the London Tavern.

Russell-square.—No. 38, Bernard-street, term 20 years—sold for £450.

By Messrs. VENTOM, BULL, and COOPER, at the Mart.

A policy for £700 on a life aged 80 years—sold for £350.
A policy for £3000, with bonus, on a life aged 66 years—sold for £2720.
A policy for £2000, with bonus, on same life—sold for £1850.
The reversion to £1900 New Three per Cents., life aged 64 years—sold for £860.
The reversion to £64 per annum, terminable in 1902, same life—sold for £440.
The life interest in a house at Barnes-green, yielding £75 per annum, lives aged 66 and 57 years—sold for £380.
The reversionary life interest in two sums of £4000 and £1400, life aged 66 years, contingent on a life aged 57 years—sold for £670.
Gray's-inn-square.—No. 11, a set of chambers on the second floor—sold for £200.

By Messrs. DRIVER.

Surrey, Chobham.—Two enclosures of land, 11a. 3r. 26p., freehold—sold for £700.
An enclosure, containing 9a. 3r. 20p.—sold for £350.

ATTORNEYS' CERTIFICATES.—In the year ending 31st March, 1873, the number of these certificates was 14,053, and the duty charged £92,635, in the United Kingdom. The advent of a new Government and Parliament seems to be a favourable opportunity for considering the propriety of abolishing or of further modifying this annual tax.

OLD PARCHMENT.—When writing has been faded by time, the ink not having been removed by any chemical process, the pristine state of the writing may be restored by dipping the parchment in fresh spring water and allowing it to remain for a minute or a minute and a half. To prevent crumpling, it should then be pressed between two sheets of blotting-paper. The process, if necessary, may be repeated several times.

ELECTION LAW.

THE BALLOT ACT—REJECTED BALLOT PAPERS.

MR. E. B. MORLEY, of Nottingham, writes to the *Leeds Mercury*:—

In your impression of Wednesday last an extract from a letter in the *Times* from Mr. Gerald A. R. Fitzgerald appeared, commenting upon the course adopted by the returning officer for Finsbury in rejecting certain ballot papers at the recent Parliamentary election there, on account of their not being marked in conformity with the directions for the guidance of voters in voting contained in the second schedule of the Ballot Act.

Mr. Fitzgerald says that these directions are not imperative, but merely directory. There can be little doubt that this was the intention of the Legislature, or it would have been directly provided that ballot papers marked otherwise than in accordance with such directions should be rejected by the returning officer.

The second section of the Act provides that any ballot papers on which anything except the said number on the back (*i.e.*, the number of the ballot paper corresponding with the number of the counterfoil) is written or marked by which the voter can be identified shall be void and not counted.

Having had considerable experience in the official working of elections under the Ballot Act (having conducted six elections in a constituency numbering over 16,000), and having paid particular attention to the Act and the variety of ballot papers which came before the returning officer for his decision as to their validity, I shall be obliged if you will allow me an opportunity of stating a few facts which have come under my own observation, and of which only those who have a practical acquaintance with the subject can be aware.

1. The returning officer must reject all ballot papers not marked with the official mark.

In the whole of the elections in which I have been concerned it happens, fortunately, and to the credit of the officers engaged, that there has not been a single ballot paper rejected under this head. If any papers are rejected, it must be through the neglect of the presiding officer, who, if he does his duty, and sees that every ballot paper bears the official mark before he allows it to be placed in the ballot box, must have a check on any remissness on the part of his clerk, who should stamp the paper, and on any attempt to introduce forged ballot papers.

2. As to voting for more candidates than entitled to, the returning officer is never called upon to exercise any discretion in dealing with ballot papers of this kind.

In the elections in which I have been engaged, the mode of dealing with ballot papers under the head of "writing or mark by which the voter could be identified," is precisely the same as that adopted at Finsbury and numerous other places within my own knowledge.

Mr. Fitzgerald advises, in effect that the returning officer can only reject such ballot papers as are actually marked with the name and address of the voter; for by these particulars alone could the voter be actually identified.

According to Mr. Fitzgerald, if, instead of putting the necessary ×, the voter signed the name of "John Smith," the returning officer would not be justified in rejecting the paper if there were several John Smiths on the register, as he could not trace it to any particular John Smith.

I consider that if the leniency in dealing with these ballot papers in Mr. Fitzgerald's letter were generally adopted, it would be a means of security to parties bribing that the majority of the parties bribed voted for the right candidates. I will explain how this could be done.

The candidates usually appoint a certain number of agents to attend at the counting of the ballot papers, and all the ballot papers come under the personal observation of such agents.

For example, suppose an agent has promised a bribe to a large number of voters (say 500), and that he instructed them to mark their ballot papers in a certain way contrary to the directions in the Act, say either by marking the cross with a coloured pencil, or in ink, or on the left hand side, or marking a figure 1, or any other distinctive mark than a cross. Then he instructs his sub-agents who attend the counting to take note of how many ballot papers so marked pass under their observation. He gets this information from his agents, by which he can tell whether the majority of persons bribed have gone the right way, and thereby ensures that the money expended or about to be expended in bribery has answered its purpose.

It would be a most dangerous system to adopt Mr. Fitzgerald's notions; for depend upon it, whilst the candidates' agents and the persons who are always open to take bribes are aware that this leniency is shown, a scheme may always be concocted to defeat the intention of the Act.

If returning officers reject all ballot papers not marked according to the directions in the Act, it will be a means, and is the only means, of educating the voters; for if they find their vote is lost, depend upon it, if they value it, they will be more careful in the future.

OPERATION OF THE BALLOT ACT.

The following letters appeared in the *Times*:

"Sir,—I have just read the letter of Mr. Gerald Fitzgerald, which appeared in the *Times* of the 9th inst. on the subject of rejected ballot papers and the effect to be given to the 2nd schedule of the Ballot Act. Having acted at five Parliamentary and at several municipal elections under the Ballot Act, and having in my official capacity had to advise the returning officers as to the rejection of ballot papers, I can, I think, point out the difficulty with which the matter is beset. Mr. Fitzgerald has, I think, overlooked the 28th section of the Act, which enacts that "the schedules and directions therein shall be construed and have effect as part of the Act." When, therefore, we find that the form given in the schedule directs that the voter is to place a cross on the right-hand side opposite the name of the candidate for whom he votes, how can this be departed from without opening the door to all kinds of marks by which the voter or a number of voters as a class may be identified by those employed at the counting of the votes? It is the Legislature's and not the returning officer's fault if a large number of ballot papers are rejected. There is a very simple remedy for this, which I hope will be adopted by the new Government,—viz., let the voter be directed to strike out the name of the candidate he does not wish to vote for. This will be intelligible to the most illiterate voter, many of whom I verily believe put the cross against the name of the candidates they object to, simply because they are accustomed to use the cross as a sign by which they indicate their objection to anything. So long as the present directions are in force it is not unlikely that there will be a considerable number of rejected ballot papers.—Your obedient servant, C. M. HOLE, Town Clerk.

Sir,—The returning officer for Marylebone urges an extension of time between the nomination and polling day for large boroughs. I trust it may be extended to counties. Fortunately for me, in Suffolk, we had a walk over for the Western Division, but for the Eastern Division I had to provide for nineteen polling places scattered over the county and some most inconveniently situated for access. Another difficulty arose (except in one place where the returning officer may happen to be), it being necessary that the declaration of secrecy by all claiming right of admission should be taken by a magistrate before the opening of the poll. At more than one of the polling places I was assured that no magistrate was resident within many miles. Is it reasonable to expect in the winter time nineteen gentlemen to attend at half-past 7 in the morning? Had it not been for a warning I gave all parties concerned, to take the declaration beforehand, and be in a position to produce it, I am well assured that difficulties, even amounting to vacating the election, would have arisen. My remedy would be that each presiding officer, having himself taken an oath or declaration, should be empowered to administer it to all others at his station. As to counting the votes, I have had experience of more than one way, and I am of opinion that the sorting process is the quickest.—I am, Sir, your obedient servant, JAMES SPARKE, Under-Sheriff of Suffolk.

PREPARATIONS FOR POLLING.—Sir,—Referring to Messrs. Knight and Co.'s letter, which appears in your issue of the 14th inst., p. 271, a misapprehension exists that the parties who supplied the stamping machines to the returning officer for Lambeth were Messrs. Knight and Co. This is not the fact, as I personally furnished the stamping instruments (eight in number) direct to Mr. Abbott, as he is willing to testify, if necessary. Since the passing of the Ballot Act I have made the manufacture of my embosser and lever presses the subject of my especial attention, and I have supplied all the city and metropolitan returning officers (except Westminster) therewith, in addition to a very large number in the country, and to many of the School Board and municipal elections.—M. LOWENHEIM.

PAUPER ELECTORS.—At the meeting of the Kidderminster guardians on Tuesday, Mr. Pountney asked whether it was legal to fetch a pauper out of a workhouse to poll at an election. A man who was admitted to the house some time ago under a note from the medical officer was fetched from the workhouse on the day of the Parliamentary election and taken to the poll. The chairman (Mr. Kiteley) said it was an abstract question. The man could give notice of his intention to leave the house, and then he could do what he chose. Mr. Holloway said the pauper, being on the register,

had a right to vote, and no one could stop him voting, but on a scrutiny his vote could be disallowed as that of a pauper. The clerk said he did not see that they need discuss the question, and when pressed for an answer to the question, said he did not see anything illegal in the matter.

THE BALLOT.—A correspondent in the *Times* suggests that as the voting papers delivered to electors are individually marked with the number of the elector claiming to vote, a sure record is created of his voting, and access to such record may be had in a variety of ways. It is suggested that some better plan is required to frustrate the chances of intimidation or of bribery, which were to have been destroyed by the ballot, and which have been abolished according to popular belief.

ELECTION PETITIONS.—By the Parliamentary Elections Act (31 & 32 Vict. c. 125) a petition against a member must be presented at the Rule Office of the Common Pleas within twenty-one days after the return has been made to the Clerk of the Crown in Chancery, and if it alleges corrupt practices and payment since the return in pursuance of such corrupt practices, then the petition must be presented within twenty-eight days of such payment. At the time the petition is lodged, or within three days, security must be given for £1000 to pay costs, or the deposit of the money be made.

MAGISTRATES' LAW.

NOTES OF NEW DECISIONS.

POOR LAW—LIABILITY TO SUPPORT RELATIONS—CHILDREN—GRANDFATHER AND GRANDCHILD.—The word "children" in 43 Eliz. c. 2, s. 6, does not include grandchildren. A grandchild is therefore not bound to maintain his grandfather: (*Maund* v. *Mason*, 29 L. T. Rep. N. S. 837. Q. B.).

QUARTER SESSIONS—PRACTICE—ENTRY AND RESPITE OF APPEAL SUBJECT TO A CASE.—Quarter sessions granted an application to enter and respite these appeals against poor rates, subject to a case for the opinion of this court. The court heard the arguments, but, after consideration, and although no objection was raised by either side, declined to express an opinion in a case reserved on such an order: (*Reg.* v. *Sutton Coldfield*, 29 L. T. Rep. N. S. 840. Q. B.)

LICENSING ACT—SUPPLYING BEER TO A CONSTABLE ON DUTY.—Sect. 16 of the Licensing Act 1872 (35 & 36 Vict. c. 74) enacts that "if any licensed person . . . . supplies any liquor or refreshment, whether by way of gift or sale, to any constable on duty, unless by authority of some superior officer of such constable," he shall be liable to a penalty. The servant of a licensed person having supplied to a constable in uniform and on duty a certain quantity of brandy, in the ordinary course of business: Held, that the master was liable to the penalty imposed by the statute, personal knowledge on the part of the master not being necessary to constitute the offence: (*Mullins* v. *Collins*, 29 L. T. Rep. N. S. 838. Q. B.).

REMOVAL OF INDICTMENT BY CERTIORARI—PRACTICE.—Sect. 5 of 16 & 17 Vict. c. 30, after reciting that "it is expedient to make further provision for preventing the vexatious removal of indictments into the Court of Queen's Bench," enacts "that whenever any writ of *certiorari* to remove an indictment into the said court, shall be awarded at the instance of a defendant or defendants, the recognizance now by law required to be entered into before the allowance of such writ shall contain the further provision following, that is to say, that the defendant or defendants, in case he or they shall be convicted, shall pay to the prosecutor his costs incurred subsequent to the removal of such indictment," &c. This enactment is general in its application, and renders it unnecessary that the prosecutor, in order to be entitled to the payment of his costs, should be "the party grieved or injured," as required by 5 & 6 Will. & M. c. 11, s. 3: (*Reg.* v. *Oastler*, 29 L. T. Rep. N. S. 830. Q. B.)

MUNICIPAL ELECTION—RIGHT TO VOTE AT WARD ELECTIONS—CHANGE OF PREMISES—OCCUPATION.—By the City of London Municipal Elections Amendment Act 1867, the right of voting for ward officers is given by sect. 2 to persons who shall, for a period of not less than twelve months previous to 1st Dec. in any year, have been in the occupation of premises within the City. By sect. 3 every person on the register of voters for the city of London in use at elections for members to serve in Parliament, and then in force, in respect of the occupation of premises therein, shall be entitled to vote. By sect. 6, before voting every person shall declare that he is an occupier of premises in the ward, and is on the list of voters entitled to vote. A man whose name was on the parliamentary list changed his occupation of premises for that of others in the same ward. The alderman and council of the ward, without notice to him, struck his name off the ward register, and refused to re-enter it upon his application at a subsequent election. Held, upon *mandamus* to compel the insertion of his name in the list of voters, that the third section gave a qualification quite distinct from that of the second; and that the *mandamus* must go: (*Reg.* v. *Ward of Cheap*, 29 L. T. Rep. N. S. 842. Q. B.)

REAL PROPERTY AND CONVEYANCING.

NOTES OF NEW DECISIONS.

DEVISE OF A MORTGAGED ESTATE—PAYMENT OF DEBTS—LEASEHOLDS—LOCKE KING'S ACT.—A testator directed that all his just debts should be paid out of a fund consisting of the moneys arising from the sale of an estate devised in trust for sale and the residue of his personal estate. Held, that this direction was not a sufficient expression of a contrary intention within the statute 17 & 18 Vict. c. 113, as amended by 30 & 31 Vict. c. 69, and therefore that the devisees of certain estates in mortgage were not entitled to have the mortgage debts paid out of the fund: (*Gael* v. *Fenwick*, 29 L. T. Rep. N. S. 822. M. R.)

SPECIFIC DEVISE—APPORTIONMENT OF RENTS.—The Apportionment Act 1870 applies to all wills coming into operation after the passing of the Act, whether made before the passing of the Act or not. A testator seised in fee, by a will made prior to, but confirmed by a codicil made subsequently to, the passing of the Apportionment Act 1870, devised his lands in the county of N. to A. for life, with remainders over, and died between the two half-yearly days for payment of rent: Held, that the apportioned part of the rent accruing between the last half-yearly rent day, and the day of the death of the testator, formed part of his general personal estate, and did not go to his devisee: (*Capron* v. *Capron*, 29 L. T. Rep. N. S. 826. V.C. M.)

TRESPASS ON LAND—NOTICE TO QUIT PART OF DEMISED PREMISES.—Defendant leased about twenty acres of land for five years, at a yearly rent, from the owner in fee simple, under a memorandum of agreement, and immediately afterwards sub-let about six acres, part of the premises, to another person on a yearly tenancy. At the conclusion of the term, defendant continued possession of the whole, and during the first year after the term expired the lessor conveyed to the plaintiff the six acres which the defendant had sub-let, and agreed with the plaintiff, but without the consent of the defendant, as to the amount of rent to be apportioned to this part of the premises out of the rent which the defendant paid. Although notice of the conveyance and agreed apportionment of rent was afterwards given to defendant, he never recognised plaintiff as his landlord, but continued to pay rent for the whole premises to his lessor, who handed over the agreed portion to plaintiff. Plaintiff gave defendant notice to quit the sub-let premises six months before the expiration of a year's tenancy; and the defendant forwarded this notice, with a further notice to quit from himself, to his sub-tenant. At the end of the year the sub-tenant gave up possession of his premises to plaintiff, but the defendant wrote to the latter claiming to hold the same as tenant to the original lessor, and requiring possession. Defendant then did certain acts upon the premises which had been in his sub-tenant's occupation, for which plaintiff brought this action of trespass. Held, that plaintiff's notice to defendant to quit part only of the premises demised to him was invalid; that his passing on the notice to his tenant did not preclude his disputing it; and that the action could not be maintained: (*Prince* v. *Evans*, 29 L. T. Rep. N. S. 835. Q. B.)

EJECTMENT—PAROL EVIDENCE OF BOUNDARIES.—In 1861 Burgess Plowman, a common predecessor in title of both plaintiff and defendant, being possessed of 27 rods of land, conveyed to the defendant's predecessor in title "all that piece of garden ground, containing by estimation 20 rods, bounded on the south by other land, or garden ground belonging to the said Burgess Plowman." In 1866 the same Burgess Plowman conveyed the residue of the property to the plaintiff's predecessor in title, describing it as "15 rods more or less;" the result being that if the measurement of the deed of 1861 was accurate, the defendant took under it 12 rods instead of 20, while, if the measurement of the deed of 1866 was accurate, the plaintiff took under it 7 rods instead of 15. The plaintiff brought ejectment for the 8 rods in dispute. Held, that the parol evidence of Plowman was admissible to show that he had conveyed 12 and not 20 rods by the deed of 1861: (*Jarvey* v. *Styring*, 29 L. T. Rep. N. S. 847. Ex.)

MARRIAGE LICENCES.—There were 9841 in the year ending 31st March 1873, obtained in the United Kingdom, and the stamp duty amounted to £4920.

MARITIME LAW.

NOTES OF NEW DECISIONS.

SALVAGE — DERELICT — ABANDONMENT BY FIRST SALVORS—RIGHT TO REWARD—PRACTICE—EVIDENCE. — Where in a salvage cause the plaintiffs' petition states expenses to have been incurred in rendering the services without stating their amount and the defendants' answer admits all the allegations of the petition, the High Court of Admiralty will not allow evidence to be called by the plaintiff to show the amount of the expenses. If specific amounts are claimed they must be pleaded so as to give the defendant the opportunity of admitting or denying them. *Semble*, that the court will, if necessary, amend the pleadings, allowing the plaintiffs to set forth the amounts, but giving the defendant time to admit or deny such amounts. Where, in a salvage suit the defendants admit all the allegations of fact in the plaintiff's petition, but deny the inferences of fact made therefrom in the petition, the plaintiffs may call evidence to establish those inferences. Where a steamship having taken in tow a vessel in distress, after towing her for some hours, on the weather getting worse and the lives of her crew becoming endangered, takes the crew out of her and finally abandons her in a place where she is afterwards picked up by another vessel and taken into port, the owners, master, and crew of the steamship are entitled to salvage reward in respect of the lives so saved, but not in respect of ship and cargo: (*Eintracht*, 29 L. T. Rep. N. S. 851. Adm.)

COUNTY COURTS.

NOTES OF NEW DECISIONS.

COUNTY COURT ACTS, 28 & 29 VICT. c. 99, s. 9; 30 & 31 VICT. c. 142, s. 14—JURISDICTION—TRANSFER OF CAUSE TO COURT OF CHANCERY—STRIKING OUT A CAUSE.—Plaintiff filed a plaint for partition of a messuage, alleging *bond fide* by the plaint that the messuage was under the value of £500. At the hearing the defendant brought forward evidence proving that the messuage was above the value of £500, and objected to the jurisdiction. The County Court Judge struck out the cause, for want of jurisdiction: Held, on appeal, that the County Court Judge ought to have transferred the cause to the Court of Chancery: (*Thomson* v. *Flinn*, 29 L. T. Rep. N. S. 829. V.C. M.)

COUNTY COURT—ADMINISTRATION—EX PARTE INJUNCTION BEFORE DECREE—ORDER 1, RULE 8; ORDER 12, RULE 1.—A. brought an action at law against the executor *de son tort* of B. A plaint for the administration of B.'s estate was subsequently filed in the County Court, and before a decree was pronounced the County Court granted an *ex parte* injunction, restraining the action at law: Held, that the County Court Judge had no power either to grant the injunction *ex parte*, or to grant it before decree in the administration suit: (*Nokes* v. *Gandy*, 29 L. T. Rep. N. S. 828. V.C. M.)

LIVERPOOL COUNTY COURT.

Wednesday, Feb. 11.

(Before J. F. COLLIER, Esq., Judge.)

BAYLEY *v.* THE LANCASHIRE AND YORKSHIRE RAILWAY COMPANY.

Personal luggage—Samples or patterns.

Sutton for the plaintiff; *Bellringer* for the defendants.

His HONOUR said—The facts of the case as I find them are these:—The plaintiff, a commercial traveller, reached the Exchange station of the Lancashire and Yorkshire Railway Company on the morning of the 21st July last. He gave his luggage, consisting of a portmanteau, hatbox, and bag, into the custody of one of the company's servants, telling him it was for Nelson. The plaintiff then took a third class ticket for Nelson, and before getting into his carriage saw his portmanteau on a truck near the luggage van of the train. He again told the porter in charge of the truck that it was for Nelson. The portmanteau was not labelled or directed, but it had the first and last letters of plaintiff's Christian and surname engraved on a brass plate. It contained wearing apparel, a number of sheets of paper, called in the particulars "samples," but more properly described as "patterns," which he was to use, and which were necessary for his use as a salesman for a commercial firm; it also contained his journey accounts and an account book or books. On the journey to Nelson the portmanteau was handed by a stranger out of a third class carriage to the station master at an intermediate station, with the statement that a passenger to whom it belonged had got out at a previous station. On the plaintiff's arrival at Nelson it was missed, and it did not reach him until about a week after, when he found it at his own home at Liverpool, to which it had been brought by the railway

company. At Nelson, the plaintiff expressed his intention of going on to Leeds, which was a place on his journey, and the station-master at Nelson undertook to write for the portmanteau (there was no telegraph) and to forward it to Leeds if he got it. The plaintiff claims damages for his detention at Leeds in consequence of the loss of the portmanteau, resting his claim, as I read his particulars, on his deprivation of the patterns and accounts; he also claims for wearing apparel which he was obliged to buy, and for a journey from Leeds to Livepool and back to fetch clean clothes. I think I may at once dismiss these two latter claims. In the first place, I do not think the particulars include wearing apparel; and in the second, the plaintiff cannot claim compensation for wearing apparel which he retains. And I am of opinion that the journey to Liverpool was too remote a result, if any, of the loss of the portmanteau on which to found a claim against the company. It remains to be seen whether he can recover in respect of detention of the samples and accounts. It was contended that these articles were not ordinary or personal luggage, and that the railway company were not bound to carry them, and were, therefore, not liable for damage arising out of their loss or detention. The company's Act of Parliament was not put in. I shall therefore assume that the sections relating to passengers' luggage are to the same effect as those usually found in Railway Acts, viz., that each passenger was allowed to take with him his ordinary luggage, not exceeding certain weight, free of charge. The question of what is and what is not personal or ordinary luggage has received much consideration in the cases, amongst others, of *Cahill* v. *The London and North-Western Railway Company* (13 C. B., N. S., 818), *Phelps* v. *The London and North-Western Railway Company* (19 C. B., N. S., 322), and *Macrow* v. *The Great Western Railway Company* (6 L. Rep. Q. B. 612). In *Phelps* v. *The London and North-Western Railway Company*, which is in many respects an analogous case to this, it was held that title deeds and securities conveyed by an attorney in his portmanteau were not personal luggage. In that case Erle, C.J. says: "It is agreed on all hands that it is impossible to draw any well-defined line as to what is and what is not necessary or ordinary luggage for a traveller. But the general habits and wants of mankind must be taken to be in the mind of the carrier when he receives a passenger for conveyance, and the law makes him responsible for all such things as may fairly be carried by the passenger for his personal use." In *Macrow* v. *The Great Western Railway Company*, Cockburn, C.J. says: "We hold the true rule to be that whatever the passenger takes with him for his personal use or convenience, according to the habits or wants of the particular class to which he belongs, either with reference to the immediate necessities or to the ultimate purpose of the journey, must be considered personal luggage;" and he goes on to instance the gun or the fishing-rod of the sportsman, the easel of the artist, the books of the student, &c. In both these cases the learned judges, while giving a liberal interpretation to the meaning of personal luggage, confine it to articles intended for the personal use of the traveller; and there I think the line must be drawn, that is to say, between articles intended for personal use, and articles connected with trade or commerce. If not, the liabilities of railway companies would be incalculable, and a wide door would be opened to fraud. We must consider what was in the contemplation of the parties. It would be a great strain upon the ordinary interpretation of words, and upon common sense, to hold that a company contracting to carry a man and his ordinary luggage contracted to carry samples which might be of almost priceless value, and account books, the loss of which could hardly be compensated by money. For these reasons I think that the samples and accounts, on the detention of which this case is founded, do not come within the definition of ordinary or personal luggage, and my judgment is for the defendants. Although the sum claimed in this case is small, I have thought it desirable to consider the subject at some length, as it is one of great importance both to railway companies and to the public.

NEWMARKET COUNTY COURT.

Monday, Jan. 26.

(Before EDMOND BEALES, Esq., M.A., Judge.)

BRAHAM *v.* THE GREAT EASTERN RAILWAY COMPANY.

Carriers of passengers—Delay in carriage of luggage—Damages—Loss off the booking company's line.

THIS was an action brought by the plaintiff, who is a commercial traveller, residing at Birmingham, to recover the sum of £25 for damages sustained by him, through alleged delay to a portmanteau.

Kitchener, instructed by *Fallows*, of Birmingham, appeared for the plaintiff.

E. Moore, of 2, Furnival's-inn, appeared for the company.

On the 4th July last, plaintiff, who had been to Newmarket races, took a through ticket from Newmarket to Birmingham. On the departure of the train he had with him a hat-box and a portmanteau, both of which he saw put into the train at Newmarket. He also stated that he saw them taken out of the van at Cambridge, and then told a porter to take them over to the train for Birmingham. On arriving at Birmingham, he inquired for the luggage, and only the hat-box could be found. He made several inquiries for the portmanteau, and also wrote a letter to the agent of the London and North-Western Company, telling him that unless his portmanteau was sent to him at Liverpool by a certain day, he would have to buy some clothes and linen, to supply the place of those in the lost portmanteau, and make a claim against the company for the amount expended, and also charge them for his loss of time. The portmanteau was sent to Liverpool, but he had gone. He eventually received the portmanteau back again, after a month's delay, and admitted that the clothes were then in as good condition as when he had first lost them. He now claimed £18 10s., the amount he had expended in buying new clothes and linen, and also £6 10s. for his loss of time and inconvenience caused to him by the delay.

Moore, on behalf of the Great Eastern Railway Company, contended, that as the portmanteau was not lost on that line, that company was protected by a condition in the published time-table (and to which the ticket referred), which was to the effect, "that as the through booking of passengers to stations off their own line, is only an arrangement made for the greater convenience of the passengers, they, the company, would not hold themselves liable for any delay, loss, or injury arising off their own line." He also contended that the London and North-Western Company, on whose line the delay occurred, were not liable for the damages claimed, inasmuch as the portmanteau had been sent after the plaintiff to Liverpool in accordance with his instructions, and that even if there had been any delay, the damages were such as the plaintiff could not recover. He had received his clothes again in perfect condition, as admitted by him, and in any event would have had to buy some new clothes, although not perhaps quite so soon. He bought the clothes at his own risk and expense. The claim for loss of time, he contended, could not be recovered, and quoted several cases in support of his argument.

After hearing *Kitchener* in reply,

His HONOUR held, that as the portmanteau and its content had been found and returned to the plaintiff in good condition, the plaintiff was not entitled to recover from the company the money he had laid out in new clothes and linen. He knew of no case where a man had recovered after having taken his portmanteau back again. On the authority of the cases quoted by the solicitor for the company, he should also hold that he could not recover for his loss of time. As to the point raised, as to whether the condition in the time-table protected the Great Eastern Railway Company, it would not be necessary then to decide that. He gave

Judgment for the defendants but without costs.

WIGAN COUNTY COURT.

Wednesday, Feb. 4.

(Before J. W. HARDEN, Esq., Judge.)

TURNER *v.* LONDON AND NORTH-WESTERN RAILWAY COMPANY.

Railway company—Passenger's luggage.

MRS. TURNER sued the London and North-Western Railway Company for £7 6s. 4d., the value of the contents of a hamper, which had been lost by the company.

Ellis appeared for the plaintiff.

Parkerson for the defendants.

It appeared that plaintiff was travelling to Wigan in June last, and had with her two boxes and a hamper. When she arrived at Wigan the hamper was missing, and had never since been heard of. The hamper contained a quantity of glass and other things, which were intended by plaintiff as presents for her Wigan friends.

The defendants admitted the loss of the hamper, but contended that the contents were not "personal luggage," and therefore they were not responsible for the loss.

Ellis contended that the articles came within the definition "personal luggage;" and further that, as the hamper was labelled "glass, with care," the company had notice of its contents, and had accepted the hamper as personal luggage, and were therefore bound to take proper care of it.

A number of cases were cited on both sides.

His HONOUR reserved his decision.

His HONOUR.—In this case the plaintiff took a ticket in the usual way to be conveyed by the defendants' railway from Stamford to Wigan, having with her besides smaller packages a hamper containing an antique punch bowl, a quantity of glass, and some eggs, cream, cheese, and vegetables. The hamper was labelled "glass with care," and was handed to the porter and placed in the luggage van in the usual way; there was no attempt at concealment on the one hand, nor was any question asked in the office, but the hamper never reached its destination, and this action is brought to recover £7 6s. 4d., the alleged value of its contents. That the plaintiff was only entitled to take a certain amount of "ordinary personal luggage" free of charge was admitted, and that punch bowls and wine glasses do not come within that category, but it was contended by Mr. Ellis on behalf of the plaintiff that a hamper in itself is not an ordinary receptacle for personal luggage, and that the words "glass with care" upon the direction was equivalent to notice to the defendants that the hamper contained something different from ordinary luggage, so that if they chose to waive the protection they are by law entitled to, and to permit an innocent passenger to take as personal luggage articles that they might have objected to, they were liable as common carriers and insurers for the loss of the goods. In the *Great Northern Railway Company* v. *Shepherd* (8 Ex. 30), Lord Wensleydale is reported to have said: "If indeed they (the company) had notice, or might have suspected from the way in which the parcels were packed that they did not contain personal luggage, then they ought to have objected to carry them, and again, if the plaintiff had carried those articles exposed, or had packed them in the shape of merchandize so that the company might have known what they were, and they had chosen to treat them as personal luggage, and carry them without demanding any extra remuneration, they would have been responsible for the loss; and also, if the company chose to allow a passenger to carry a greater weight than he was entitled to they would be liable." The question raised in this case is one of some nicety, but after the consideration I have been able to give it, I arrive at the conclusion that if there be any trickery or concealment on the part of a passenger, and he tries to evade a trifling payment by taking as personal luggage what ought to be paid for, he forfeits all claim for redress if the goods are lost; but that in the absence of concealment, and when the attention of the officials is challenged either by the nature of the packages, the partial exposure of its contents or something on the direction, it is the duty of the carrier to make inquiry. In *Macrow* v. *Great Western Railway Company* (6 Q. B. 618), Cockburn, C.J. said: "The law is now too firmly settled to admit of being shaken that the liability of common carriers in respect of articles passed as passenger's luggage in that of carriers of goods as distinguished from that of carriers of passengers." And the liability of carriers I find thus defined in *Walker* v. *Jackson* (10 M. & W. 168), where Parke, B. says: "I take it now to be perfectly well understood that if anything is delivered to a person to be carried, it is the duty of the person receiving it to ask such questions about it as may be necessary; if he ask no questions, and there be no fraud, to give the case a false complexion, on the delivery of the parcel he is bound to carry the parcel as it is." It is the duty of the person who receives it to ask questions, if they are answered improperly so as to deceive him, then there is no contract between the parties; it is a fraud which vitiates the contract altogether. But there is no imputation of fraud or concealment; the defendants have been less watchful than they might have been, and must make good the loss. I think, however, that an extra price has been put upon the goblets in respect of their being old family friends, and I assess the damages at £5 5s.

BANKRUPTCY LAW.

COURT OF APPEAL IN CHANCERY.

Friday, Feb. 13.

(Before the LORD CHANCELLOR (Selborne) and the LORDS JUSTICES.)

Ex parte IZARD; *Re* COOK.

Act of bankruptcy—Assignment.

THIS was an appeal by the trustee under the liquidation of William Cook and John Cook, two brothers, who were grocers at Reading, from the refusal of Mr. Registrar Murray, acting as Chief Judge in Bankruptcy, to declare that a certain deed, executed by the debtors on the 5th April 1873, was void as against the trustee, under the liquidation. In April 1868, the debtors purchased the grocery business. In Nov. and Dec. 1870, Aaron Cook, the father of the debtors, advanced them two sums of £80 and £170, and in July and Aug. 1870, Robert Cook, the debtors' brother, advanced them two sums of £100 and £150. On the 29th Aug. 1870, an agreement in writing was entered into between the debtors and Aaron Cook

and Robert Cook. This document contained a recital that Aaron and Robert Cook had already advanced £500 to the debtors to enable them to carry on their business, and that the debtors required further advances; and it was agreed that, in consideration of the advances already made and of further advances to be made, the debtors would on demand assign the business carried on by them to Aaron and Robert Cook, together with the lease of the premises in which the business was carried on (which lease was deposited with Aaron and Robert Cook by way of equitable charge to secure the due observance of the agreement), as also the fixtures, stock-in-trade, and book debts, so that Aaron and Robert Cook might be able to carry on the business either in their own names or in the name of W. and J. Cook. If the debtors should repay the £500, and also the further advances with interest, the agreement was to be void; but if the debtors should not pay what was due, an inventory and valuation of the property was to be made, and payment of the purchase-money and valuation, or the balance thereof (if any), was to be made in the manner agreed to by the parties, or otherwise upon valuation, according to the custom of the trade. It was also agreed that Aaron and Robert Cook should retain the debtors in the management of the business at a salary. The lease was afterwards deposited. In March 1873 the debtors became embarrassed. A demand of an assignment according to the agreement was served on them by Aaron and Robert Cook. A valuation of the lease, business, fixtures, stock-in-trade, and book debts, was made on the 4th April at the sum of £683 10s. The debt, with interest, amounted to £560. The balance of £123 10s. was paid by Aaron and Robert Cook to the debtors, and an assignment of the property was executed on the 5th April 1873. This deed included all the debtors' property except some furniture valued at £30, for which Aaron and Robert Cook also paid. Possession of the premises of the stock was given to them, and shortly afterwards a circular was sent to the wholesale firms who were the principal creditors of W. and J. Cook, informing them of the transfer of the business. The £123 10s. and the £30 were employed by the debtors in paying two of their creditors. On the 16th April the debtors filed their petition, and stated their debts at more than £1800 and their assets as *nil*. The registrar refused to declare the deed of the 5th April void. The trustee appealed.

De Gex, Q.C. and *Finlay Knight* argued for the appellant.

Roxburgh, Q.C. and *Colt* supported the order of the Registrar.

Lord Justice MELLISH delivered the judgment of the court, to the effect that the deed of the 5th April was not rendered void either by the Bankruptcy Act or by the Bills of Sale Act. Under the agreement of August 1870, no right to the property agreed to be assigned (except the lease) passed either at law or in equity, until demand. When the demand was made, an immediate right in equity to the property agreed to be assigned as a security accrued. The agreement, therefore, after demand became a valid equitable security on the property of the debtors. The agreement of August, 1870, was not itself, as the evidence showed, a mere security for a then existing debt; the £250 advanced by Robert Cook was really advanced on the faith of the agreement. That agreement gave to Aaron and Robert Cook a good equitable security upon all the property comprised in the deed of April 1873, and that being so, it was impossible to say that the deed itself was an act of bankruptcy. Its effect was only to convey the legal estate in the leasehold property and to furnish a record of the completion of the transaction. The beneficial interest was already in Aaron and Robert Cook. There was no evasion of the Bills of Sale Act, for possession of the property was given on the execution of the deed. On the whole, therefore, the judgment of the Registrar ought to be affirmed; but, as the circumstances of the case were very suspicious and required investigation, no order would be made as to the costs of the appeal.

Ex parte BROOKE; *Re* HASSALL.

Execution creditor—Part payment of debt by debtor when sheriff in possession—Liquidation petition—Right of trustee to securities and money handed to sheriff by debtor.

THIS was an appeal from a decision of the Chief Judge in Bankruptcy. On the 26th July 1873, John Mills Hassall, a cloth miller at Huddersfield, filed a liquidation petition. Messrs. Brooke and Sons had a short time before recovered judgment against him for £169 4s. 2d. in an action upon two bills of exchange. They had also recovered judgment against a Mr. Binns, who was also liable upon the same bills. Execution was issued, and Hassall, who expected that a levy would be made on his goods, called on the sheriff's officer on the 24th July and said that he hoped to be able to pay soon; and the same afternoon he gave to the sheriff's officer a good bill of exchange for £65, a cheque (which he had received from a customer) for £26 3s. 6d., and three £5 Bank of England notes (thus making up £106 3s. 6d.). The rest of the debt was paid by Binns to the sheriff's officer, but not till after Hassall's liquidation petition had been filed. On the 28th July the sheriff's officer handed over all that he had received to Brooke and Sons' solicitor. Meanwhile, on the 26th July, an *interim* order had been made by the County Court restraining further proceedings in the action against Hassall, and this order was served on the sheriff's officer the same day. The judge of the County Court decided that the bill, the cheque, and the notes were the property of the trustee under the liquidation for the benefit of the creditors generally, and this order was affirmed by the Chief Judge. Messrs. Brooke and Sons appealed. The Court of Appeal allowed some new evidence to be adduced, and to-day Mr. Edward Brooke was examined, and stated that on the 25th July his firm told the sheriff's officer that they consented to take what he had received from Hassall in part payment of their debt.

De Gex, Q.C. and *Finlay Knight*, were heard on behalf of the appellants.

Little, Q.C. and *Winslow*, Q.C., supported the order of the Chief Judge.

The LORD CHANCELLOR said the evidence given, coupled with the probabilities of the case, was sufficient to show that the creditors had accepted what the sheriff had received from Hassall in part payment before the petition was filed. That being so, there was no seizure by the sheriff, and the provisions of sects. 6 and 87 of the Bankruptcy Act 1869, did not apply. There was sufficient pressure by the creditors to support the payment, and they were entitled to retain what they had received. The order of the Chief Judge must therefore be altered. This point as to the assent of the creditors was not made the leading point in the argument before him or in that before the County Court judge, and very possibly both those judges would have arrived at the same conclusion as this court if the argument before them had been of the same character.

The LORDS JUSTICES concurred.

LIVERPOOL BANKRUPTCY COURT.

(Before J. F. COLLIER, Esq., Judge.)

Friday, Feb. 13.

Re HILL AND SMITH.

Bankruptcy Act 1869, *sect.* 15—*Reputed ownership. Held, that goods in the order and disposition of bankrupt at the date of bankruptcy are not in his reputed ownership where it is a custom in the particular trade for the purchaser of goods to leave them with the vendor until required.*

Ex parte Watkins, *re* Couston and Co. (28 *L. T. Rep. N. S.* 793) *followed.*

THIS was a motion under the bankruptcy of this firm, rice cleaners and merchants in Liverpool. Mr. Samuel B. Hill was the only representative of the firm, and he absconded in September last. An adjudication of bankruptcy ensued, and Mr. Banner was chosen trustee. The present motion on his behalf involved a sum of between £4000 and £5000. The circumstances were these:—The firm of Hill and Smith were in the habit of importing large quantities of rice, and Messrs. James Maxwell and Co. acted as their brokers, the National Bank being the bankers. The course of business between the parties was for the bankrupt firm, on the arrival of a cargo of rice, to warehouse it either in the dock warehouse or those of a private individual, in the name of Messrs. Maxwell, the bankrupt firm drawing upon Messrs. Maxwell for an amount equal to the value of the cargo, and discounting the bills with the National Bank, giving the latter a letter of hypothecation on the cargo. In the month of July last the bankrupt firm imported 12,756 bags of rice, for which bills amounting to £9300 were drawn in the manner described, and letters of hypothecation were given to the bank. Other transactions in relation to 10,835 bags of rice took place between the parties, and on the maturity of the bills drawn they were renewed, and fresh letters of hypothecation given to the bank. In the months of July and Aug. last, after the letters of hypothecation had been given, the bankrupt, without the knowledge or consent of the bank, obtained from Maxwell and Co. delivery orders for certain portions of the rice in the warehouses mentioned in the letters of hypothecation, and removed it to his mill in Edmund-street for the purpose of cleaning, a process necessary before sale. On the rice being cleaned it was replaced in sacks and set aside in a separate part of the mill distinct from the other rice. The bankrupt, in fraud of the bank, as was alleged, disposed of a large quantity of this rice, and the residue in the warehouse at the date of the bankruptcy were sold, and the proceeds held by the trustee to abide the decision of the court as to the rights of the parties.

Butler, instructed by *Hull*, *Stone*, and *Fletcher*, appeared for the trustee.

W. Thompson (of the Chancery Bar), instructed by *Bateson*, *Robinson*, and *Morris*, appeared for the bank.

His HONOUR, who had reserved his judgment, now said:—I am opinion that the documents signed by Maxwell and Co. were declarations of trust under which they undertook as trustees of the bank to hold the rice for the bank and to pay the proceeds to the bank in discharge of the bills on the goods unsold. Maxwell and Co. as trustees, with a power of disposition, were, I think, the true owners of the rice. That it was in the possession, order, and disposition of the bankrupt at the time of the bankruptcy is not disputed. Taking the facts as set forth in that statement, I am unable to distinguish this case from that of *Ex parte Watkins, re Couston (sup.)* (L. Rep. 8 Ch. App. 520). I do not think that any reputation of ownership attached to the bankrupt's possession of the rice, and this being so, I must hold that it did not pass to his trustee. The rice being trust property did not pass to Maxwell and Co.'s trustee in bankruptcy, and having been sold by arrangement between the parties, that is to say, by someone acting on behalf of Maxwell and Co., the proceeds are the property of the bank. The costs will come out of the estate. The next and only remaining question to be considered is whether the bankrupt was at the time of the bankruptcy the reputed owner of these goods, for if this ingredient is absent the title of the trustee fails. This question was not argued on the first occasion when the case came before me, and my impression was that the reputed ownership of the bankrupt was admitted; on this, however, being strenuously denied, I suggested that it should be argued on a future day, and that has now been done on a statement of facts agreed upon by both sides.

SALFORD COUNTY COURT.

(Before J. A. RUSSELL, Esq., Q.C., Judge.)

Wednesday, Feb. 11.

Re MORRISSY; *Ex parte* TAYLOR.

Bankruptcy Act 1869—*Meeting of creditors—Resolutions—Rejection of vote.*

T., a creditor, claimed £250 "at the least" under an unfulfilled agreement. At a meeting of creditors, at which the solicitor for the debtor presided, proof of this debt was refused, and the creditor's proxy was ejected from the room.

Held, on application to register the resolution passed at this meeting, that proof of T.'s debt ought to have been accepted: Re Buffle (42 *L. J., N. S.* 82, *Bank.*); *also, that the resolutions passed at a properly constituted meeting of creditors are only provisional, and that the ejection of T.'s proxy rendered the proceedings at the meeting in question null and void. Registration refused.*

S. Taylor (barrister), instructed by *Vaughan*, the solicitor to the creditor T.

Jordan (barrister) instructed by *Hampson*, the solicitor to the debtor.

In this case it appeared that the debtor had filed his petition under the 125th and 126th sections of the Act, and that a meeting of creditors had been summoned, to be held at the offices of a Mr. Hampson, the solicitor of the debtor. No notice of this had been sent to the Messrs. Taylor, with whom the debtor Morrissy had entered into a contract for certain alterations and additions to dwelling-houses in Regent-road, Salford, Feb. 1873, and who failed to carry out such contract, but they by their proxy attended the first meeting and tendered a proof, in which they claimed "the sum of £250 'at the least'" for money due to them from the said Morrissy under the agreement above referred to, and for the breach or non-performance of such agreement by the said Morrissy. The solicitor to the debtor objected to the proof, and also to the proxy being present, and to the examination of the debtor, and on his declining to leave the meeting ejected him by force. Notice to register a resolution passed at this meeting was given to Messrs. Taylor.

Taylor contended that first there was no meeting, as the chairman was not elected by a majority of the creditors, or those claiming to be creditors present. Secondly, that the proper course would have been for the chairman to have left the registrar to deal with the objections, and that the chairman had no such power, and cited the case of *Ex parte Buffle, re Drummelow* (42 L. J. Rep. N. S. 82, Bank.), as an authority for the proposition, that where a creditor in respect of a breach of contract will pledge his oath that there is so much at least, due he is entitled to vote in respect of that sum. He also contended that the vote at a properly constituted meeting was only a provisional one, and liable to be altered or reversed on the registration of the resolution.

Jordan, on the other hand, contended that the case was governed by sect. 16, sub-sect. 3, of the Bankruptcy Act, and that the case cited was in reality in his favour.

His HONOUR ruled that the creditors were entitled to vote in respect of the sum as to which they had pledged their oath; that the vote was a

provisional one, and that the proceedings in consequence of the ejection of the proxy were a nullity. He rejected the motion for registration of the resolution, with costs.

WANDSWORTH COUNTY COURT.

Tuesday, Feb. 10.

(Before H. J. STONOR, Esq., Judge.)

Re LANDON (an Infant); *Ex parte* HODGSON.

Liability of infants under the present Bankruptcy Act (1869).

Thompson appeared for the petitioning creditor.

Pearce for the debtor.

HIS HONOUR.—This was a petition for adjudication in bankruptcy against Sidney Clark Landon, an infant under the age of twenty-one years, by Annie Hodgson, also an infant under twenty-one years, by her next friend, John Hodgson, under the following circumstances:—The debtor was robbed on the Brighton racecourse of his watch, and, subsequently meeting the petitioner, gave her in charge of a policeman, who brought her before a magistrate, by whom she was committed for trial at the next borough sessions, but admitted to bail. The defendant subsequently discovered that he was mistaken, and withdrew the charge at the sessions. The petitioner brought her action in the Common Pleas for false imprisonment; the defendant appeared but did not defend, and on an inquisition in pursuance of a writ of trial, recovered £320 damages and costs. It does not appear by the writ of trial whether the defendant appeared by guardian or next friend, or in person, or by attorney, and counsel were unable to inform me as to the fact. If he did not appear by guardian or next friend it was error in fact, and the court will order all the proceedings to be set aside, and the defendant to appear by guardian: (*Carr* v. *Cooper*, 4 L. T. Rep. N. S. 323.) For the present I am bound to assume that all things were rightly done, and that there is a valid subsisting judgment for damages and costs against the debtor, and the question I have to decide, and which I am told has never yet been raised under the existing bankruptcy law, is whether the infancy of the debtor, which has been proved before me, is a bar to his being adjudicated a bankrupt. Before the Bankruptcy Act of 1861, only traders could be made bankrupt, and by the law of England no infant could trade, and it was consequently held that an adjudication of bankruptcy against an infant was not only voidable but void. See the cases of *Rex.* v. *Cole* (1 Raym. 443); *Ex parte Sidebottom* (1 Atk. 146); *Ex parte Adam* (1 V. & B. 494), and *Belton* v. *Hodges* (9 Bing. 365). Although under some circumstances the court refused to supersede bankruptcies in which proceedings had taken place: (*Ex parte Moule*, 14 Ves. 602; *Ex parte Watson*, 16 Ves. 265; and other cases.) But under the Act of 1861 "All debtors, whether traders or not, are made subject to its provisions" sect. 69; and it was held by that eminent judge in bankruptcy, Mr. Serjt. Wheeler, in the County Court of Liverpool, in *Re Smedley* (10 L. T. Rep. N.S. 432), that an infant, whether a trader or not, was liable to the operation of the bankruptcy law under the Act of 1861; and that decision was approved of and followed by the commissioners of the London Court of Bankruptcy in *Re Purser* (19 L. T. Rep. N. S. 23). By the present Bankruptcy Act, 1869, sect. 6, all persons, non-traders as well as traders, are likewise liable to be adjudicated bankrupts for any debts due by them, and, *a fortiori*, for debts due by them upon judgments recovered against them in actions of tort, like the present, and there is no exception in the Act as to infants. I therefore think that the petitioner is entitled to an order of adjudication against the debtor if he appeared by guardian or next friend, or in the event of his not having so appeared if he does not take steps to set aside the judgment now recorded against him without delay. I propose to adjourn the hearing of this petition until it has been ascertained whether the defendant appeared by guardian or next friend. If he did so appear, adjudication will pass at once; if not, I shall further adjourn the hearing until he has had an opportunity to set the judgment aside. If he succeed in setting the judgment aside, the present petition will be dismissed without costs, if he fail, adjudication will then pass. *Adjourned to the next court.*

Feb. 17.—An affidavit was handed to the court showing that the debtor in this case had appeared by his next friend in the action, and thereupon adjudication passed.

THE repeal of the American bankruptcy law is still before Congress, but definite action is not yet taken, or even foreshadowed. The discussion of the Army Appropriation Bill brings up the question of reduction; and much testimony has been taken, the drift of which seems to be that a reduction of the standing army would be injudicious at this day. But yet there is a spasm of economy upon the party that has lavishly squandered millions, which requires some penny wisdom to alleviate it.

LEGAL NEWS.

LORD ST. LEONARDS. — This venerable legal Peer and author completed his 94th year of age on the 12th inst., and is in the enjoyment of his faculties and health.

CHANCERY ORDER.—The Lord Chancellor has made an order that the Chancery Easter Vacation shall commence on the 2nd of April and terminate on the 11th of the same month, both days inclusive.

AN order appeared in the *London Gazette* of Tuesday last, fixing the tables of fees to be taken on and after the 2nd of March next by the officers of the Court of Probate in the Principal and District Registries thereof.

A BILL has passed in the United States Senate, which authorises the employment of a secretary, at a salary not exceeding 2500 dols., to assist any Federal judge who, by reason of physical infirmity, is unable, in the opinion of the Attorney-General, to perform his judicial duties without such assistance.

WE observe that one of the members of the Bar, Mr. Locock Webb, who came forward as a candidate in the recent general election was spoken of in a number of the daily papers as a Queen's Counsel. This description is incorrect. The learned gentleman although he has been in a leading position as a "junior" for a considerable number of years is not only not a Q. C. but he was not even among the recent applicants for "silk."

CHURCH PROPERTY. — The reversion of the patronage of St. Mary's Church, Kirkdale, Liverpool, was recently offered for sale by auction. There was a large attendance, the announcement of the sale having caused considerable interest. On behalf of the vendors £500 was offered, and no advance was made upon this price for some time. At last, however, a local solicitor offered £510, and this being the highest bid the reversion was "knocked down" to him for that sum.

CAMBRIDGE.—The Regius Professor of Civil Law gives notice that the examination for the degree of Master of Law required of all persons desirous to take that degree, except graduates in the Law Tripos, will be held on two more occasions only in the subjects now required—the Commentaries of Gaius and the 4th Book of the Commentaries of Blackstone. The dates of these examinations will be 24th March and 11th Dec. 1874. After the last mentioned date all candidates for the degree of LL.M. will be examined at the time of the Law Tripos only in each year, and will be required to satisfy the examiners in the three following papers:—1. Passages for translation taken from the sources of Roman Law, particularly from Gaius, Ulpian, Justinian, and some specified portion of the Digest. 2. Questions on Roman Law and its History. 3. English Criminal Law.

A LEGAL PUZZLE.—The death of the celebrated Siamese twins has caused the following curious reflections on the part of a lay contemporary: "It is a very fortunate thing that the Siamese twins were law-abiding citizens. Had they not been they would have given the authorities no end of trouble. In fact, it seems to us that they could have committed all sorts of crime with impunity, had they been so inclined. If Chang had committed an assault, how would it have been possible to have arrested him without arresting Eng also, and had Eng been entirely innocent of all participation in the affair, why should he have been arrested? In order to punish the guilty, it would have been necessary to punish the innocent also; and locking up Chang would have included locking up Eng. We do not see any way out of the dilemma that would have arisen except a temporary one; that is the confining of Eng as a witness. But when it came to punishing the guilty party, justice would have been nonplussed, for the law does not permit an innocent party to suffer for crimes he has not committed. If Eng, on the other hand, had perpetrated a murder, he could never have been hanged, no matter how strong and conclusive the evidence had been against him. He could not have been imprisoned for life, for in these instances it would have necessitated the death or the life-long confinement of the unoffending Chang, who, having a separate identity, could have obtained a writ of *habeas corpus*, and demanded his liberty. Had one of these twins been a rogue, he would have, therefore, caused no end of embarrassment to the officers of justice. If Chang were drunk and disorderly in the streets, what policeman could have arrested him without laying himself open to a charge of false imprisonment from the unoffending Eng? Had these twins been evil-minded, and conscious of the perplexities they could have originated, there is no knowing what might have happened. The law would have been powerless, for vice must have triumphed and virtue been oppressed, or, virtue triumphed and vice gone unpunished. Twins of this description are by no means desirable under such possible contingencies.

FEE STAMPS.—The increase in the year which ended on the 31st March 1873, was £34,617 compared with the preceding year.

RACEHORSE DUTY.—The decrease in this duty for the year ending 31st March 1873, was £801, compared with the year 1872, when the amount was £9521.

JUDGE DWINELLE, of San Francisco, it is said, recently fined a whole jury 5 dols. each for being five minutes late, and the next morning he was half an hour late himself.

CRUELTY TO ANIMALS. — A Liverpool dog fancier has been sentenced to two months' imprisonment with hard labour for having conveyed by railway, from Liverpool to London, seven dogs in a closed box, and without sufficient ventilation, so that the animals were suffocated, after injuring themselves by endeavouring to escape.

RAILWAY LAW.—A writer in the *Times* states that having applied for a new season ticket, the directors of the Brighton Railway Company have insisted upon the applicant's signature of the following clause as a condition precedent to such renewal, viz., "That the company are not to be liable for any stoppage, hindrance, or delay in respect to the starting, speed, or arrival of any train, whether arising from any accident, negligence, or any other cause." The question seems to merit the notice of the Railway Commissioners, as it is one which affects the public.

THE NEW COUNTY COURT JUDGE.—The Lord Chancellor has selected as the successor to Mr. W. Raines, who was appointed judge of County Courts in the East, West, and North Ridings in 1847—and held the office until his death a few days ago—Mr. Chapman Barber, of the Chancery Bar, with whose name the public has been long familiarised by the reports of the *Tichborne* case. Mr. Barber is, by his long experience and very considerable ability, fully qualified to discharge the duties of a judge of County Courts, but it is singular that he should have been called to the Bar at the same time in 1833 as his predecessor, who held office for twenty-seven years. The appointment to a judicial office of a gentleman who has reached the age at which many judges begin to think of retiring is remarkable.—*Globe.*

JUDICIAL SALARIES IN AMERICA.—The question of judicial compensation is before the General Assembly, and has elicited the usual diversity of views. Messrs. Newmyer, Brockway and McCormick take a proper view of the subject, while others seem to think it better to keep the judges on short pay. The experience brought to notice in the sad death of the ex-Chief Justice last week leads us to some reflections on the case of the judges of our highest tribunal, which appear pertinent to the question in hand. Here we have the case of a lawyer of great ability and ripe experience, who had been trained for the position he assumed by six years upon the Bench. From the moment he took his seat he was prepared for the full performance of his duties; and by the united testimony of his professional brethren, shown in our columns, he did perform them faithfully and well. Setting aside the unpleasantness of the spectacle of one who had filled so exalted a position, doffing the ermine and coming down as it were into the arena of forensic strife, a matter in our opinion of great moment, as it affects the dignity of the Bench and the maintenance of that proper respect which should surround the justice seat; there are other considerations, of great weight, that bear upon the question. Recurring to our example, we find that Judge Thompson, after fifteen years of duty on the Bench of the Supreme Court, was very little if at all improved in circumstances, and was obliged to resume practice under all the disadvantages consequent upon such a sudden change of function, from the judge to the advocate. Now it is manifest that if this accomplished lawyer had remained at the Bar, and had been employed in one-fourth the number of cases which he was during his long service obliged to master, so as to decide them; at the lowest rate of legal remuneration in ordinary cases, his emoluments would have exceeded four-fold the whole amount paid him as salary. Why should this be so? If it be the duty of the State to furnish judges equal to the task to be performed, it should be likewise a duty, to be enforced by the self respect of the people, to pay a fair remuneration for their services. When the late Chief Justice laid off his robes of office, although he had no tenable legal claim upon the Commonwealth, there is no question in our minds that, on a fair adjustment *in foro conscientiæ*, if such could have been had, a large balance would have appeared to his credit. In this view of the case it is manifest that the amounts reported by the committee, 9000 dols. for Chief Justice, and 8000 dols. for the associates, are not up to the mark; but as the present General Assembly is not the body to which the final adjustment of this matter is committed, we would advise all who feel an interest in the subject to bear it in mind when the next selection of representatives is to be made. —*Philadelphia Legal Intelligencer.*

MR. PALLES, the Irish Attorney-General, has accepted the vacant office of Chief Baron of the Exchequer.

ADULTERATION.—Out of 212 samples of tobacco analysed by the Inland Revenue Board in the year 1872, 129 samples were adulterated. Out of 26 parcels of snuff only one was proved to be adulterated.

AMERICAN THIEVES.—Five armed highwaymen robbed the stage coach near Hot Springs, in Arkansas, on 15th Jan. The robbers opened the mail bags and stole the best of the horses belonging to the stage. About 2000 dols. were taken from the passengers, including money belonging to a Mr. Crump, of Memphis, one of the passengers. This individual was robbed of his watch also; but he received from the leader of the band his money and watch, as he had been a Confederate soldier, and the enmity of the robbers was against the Yankees.

STATISTICS OF THE ENGLISH COURTS OF JUSTICE.—On Monday evening, at the fourth ordinary meeting for the present session of the Statistical Society, held at the society's rooms, at St. James's-square, Dr. Guy, F.R.S., president, in the chair, Mr. F. H. Janson president, of the Incorporated Law Society, read a paper entitled "Some Statistics of Courts of Justice and of Legal Procedure in England." The lecturer, in opening, observed that, from an expression put into the mouth of Hamlet, it was clear that even in Shakespeare's time the "law's delay" had become proverbial, and it can readily be conceived that in ancient times much delay must necessarily have resulted from the centralisation of the courts of justice. The delays in the administration of justice, especially in the business of the Court of Chancery, may be said to have culminated in the first quarter of the present century. Our courts of justice might be classified in two grand divisions—those of common law and those of Chancery, and there were two general courts of ultimate appeal—the House of Lords and the Judicial Committee of the Privy Council. Two hundred years ago, in the reign of Charles II., when the population of England and Wales was about one-fifth, that of the metropolis one-tenth of its present number, and the business of the courts bore no comparison with that of the present day, there were twelve common law judges, with the same number of assistant masters as at present; a Lord Chancellor and a Master of the Rolls, who were assisted by the Masters in Chancery. The additions to the judicial force made since that period are—to the three principal courts of common law two judges each, six in all; to the Court of Chancery three Vice-Chancellors; and for appeals in the first instance two Lords Justices; but, independently of the increase of business arising from the growth of wealth and population, there are now thrown upon the common law judges the business of hearing petitions on disputed elections and appeals from the decisions of the revising barristers; whilst the Chancery judges have the heavy work of what are called "winding-up" cases, viz., the settlement of the affairs of joint stock companies in liquidation, besides the various kinds of administrative business confided to it in recent years by various statutes. He ought not to omit to mention that the apparent expedition with which some judges of the Court of Chancery have got through the business of their courts is attributable to the practice of throwing upon the chief clerks important duties which they were not originally intended to perform. The delays at common law are less severely felt, but still the work is always more or less in arrear, and a fresh arrangement of business between the judges of the various courts, which may be the result of the new Judicature Act, will not lessen the total quantity to be got through. This is manifestly too great for the present staff, the increase of labourers not having by any means kept pace with the increase of the work to be done. In his own opinion the real cause of the delays in the administration of justice arose from, first, the want of a sufficient judicial force in the Court of Chancery; and, secondly, the occurrence of what are technically called vacations. To many it seemed remarkable that there should be any period during which the machinery of justice is allowed to stand still. No doubt the judges and their subordinates, like other people, require a holiday to recruit their powers, which are often severely tried; but with a proper system of relays there need be no cessation of judicial work throughout the year; while each judge and official would have a fair amount of rest from his labours. Appended to the paper was an elaborate statistical analysis showing the judicial power and the judicial work of the various courts. The reading of the paper was followed by an animated discussion, in which Mr. W. G. Lumley, Q.C., Mr. W. J. Bovill, Q.C., Mr. J. T. Hammick, Mr. R. B. Martin, Mr. Brewer, and other gentlemen took part. After a warm vote of thanks had been passed to the lecturer, the proceedings closed with the usual compliment to the chairman.

MALE SERVANTS.—On the 1st Jan. 1874 the duty on the male servants of hotel keepers ceased. The loss to the revenue is estimated at £30,000 annually.

MR RAFFLES, the Liverpool stipendiary magistrate, had before him a charge against a cabman for being drunk and assaulting the police. One of the policemen admitted charging the prisoner with knowing more "about a jackass than a horse;" and Mr. Raffles wished it to be understood that if the police "chaffed" a man under the influence of drink, he would not commit him for assault. It was, he said, the business of the police to receive "chaff" and not to give it.

THE CIVIL SERVICE.—Law Department.—Mr. Bernard Edward Hodgson has been appointed to a clerkship in the Queen's Bench Master's Office. The East Indies.—Mr. F. Clarke, barrister-at-law, receiver of the High Court, Bengal, in place of Mr. H. Millett, resigned; Mr. R. Evans, assistant-magistrate and collector of Cawnpore, North-West Provinces; Mr. E. H. Little, C.S., has been confirmed in his appointment to act as Registrar of the High Court, Bombay, appellate side, during Mr. Jardine's absence on private leave; Major N. B. Thoyts, S.C., as cantonment magistrate at Kurrachee.

LEGISLATION AS TO MERCHANT SHIPPING.—We have received from Mr. David McIver a rough memorandum of his views in regard to the present position of merchant shipping legislation. He thinks that there is no reason why the attention of the Marine Department of the Board of Trade should, so far as annual survey is concerned, be devoted exclusively to British passenger steamers; nor any reason why foreign vessels should be permitted to load outwards from British ports, on conditions other than those under which British vessels may compete with them. He regards the Marine Department of the Board of Trade, as at present constituted, as being an unfit tribunal to be intrusted with increased arbitrary powers, but thinks that there would be no difficulty in Government nominating a board, as a court of appeal or otherwise—say, not less than three, nor more than seven—of persons possessing the confidence of the country, who could perform such duties satisfactorily. Mr. McIver thinks the system of courts of inquiry into maritime disasters is so bad that hardly any change could be made for the worse; and therefore that it is high time the question were intrusted to competent legal authority, with a view to practical suggestions for improving the mode of procedure in such manner as would be likely to best elicit information, while giving shipmasters reasonable opportunities for defence—which at present is not always the case. There are many instances where substantial injustice has been done to unfortunate shipmasters; and also where the owner has been prejudiced in a court of law by the allegation that his master had been adjudged in default—and that, perhaps, by a tribunal not very competent.

THE RIGHT TO ONE'S FACE.—The right of a man to control the publication of his own features is a rather delicate point of personal law which has never been sufficiently elucidated. The well-known practice of photograpers in exhibiting copies of the portraits which they have taken is one which, on some grounds, may be deemed open to grave exceptions. The position of the illustrated papers in the matter might also repay inspection. A contemporary, having prepared for publication a portrait of a lady whose husband is in high official position under the present Administration, the picture was reluctantly suppressed at the request of the latter on the assurance that it was the lady's wish. At the same time, the journal announced that this was the last time such a concession would be made to private prejudices. It proclaimed the doctrine that neither man nor woman had any property in the reflection of their features, and that hereafter, in a similar case, it should not "feel compelled to regard the wishes or request of the party concerned." The same journal announced in one of its early impressions that it would give representations of private wedding parties whenever it felt inclined, and that it "should not feel compelled to regard the objections of the parties concerned." In cases like these it is difficult to draw the precise line where liberty ends and licence begins; but men of right feeling and true delicacy know by instinct what is correct, and what is a violation of personal rights and domestic privacy. If the portraits thus published in disregard of wishes and requests were uniformly artistic or approximately like, one part of the objection, though not the essential part, would vanish; but they are often such hideous caricatures as to amount to positive pictorial libels. The paper we speak of published a day or two after his death, what is called a portrait of Charles Astor Bristed. The face depicted might have belonged to a butcher or a drover, but had not a trace of the intellect and high breeding marked in every feature of its pretended subject. It may be said that very few people really object to have their portraits published. That is probably true, yet it is not exactly to the point. The question is not whether it is generally right and proper for an illustrated paper to publish such portraits as it may deem of interest to its readers, but whether such portraits may be rightfully and properly published in defiance of the expressed will of their prototypes. It would certainly be a most interesting case for a court of law.—*New York Times.*

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.

THE WORKING OF THE BALLOT.—Having acted as a presiding officer in one of the Metropolitan boroughs at the recent Parliamentary election, I am able to confirm the observations in your last issue upon this subject, and especially as to the stupidity shown by electors from whom it could not be expected, in reference to complying with the provisions of the Act relating to the mode of recording votes, and as to the many errors on the register by which the balloting is checked. The chief of the new government in embryo will do well to consider the suggestions upon the former subject, contained in the letter of a "Town clerk," which appears in to-day's *Times*, namely, *inter alia*, that the voter should either strike out the names of the candidates for whom he does not wish to vote, or else that he should be required to put the cross against such names. As regards the delay in ascertaining the state of the poll—at present wholly unavoidable in large constituencies—I suggest that from time to time during the polling day the presiding officer might, in the presence of the necessary agents, examine the ballot papers, and register each vote on a list, so that almost immediately on the closing of the poll each presiding officer might go to the returning officer with a correct summary of the votes taken by him, having a separate list of the papers on which any irregularity appears. Thus could the returning officer, within a few hours of the closing of the poll, make the necessary declaration. While writing on the above subject, I must add that the front of the building in which I acted as stated, was so covered with the bills of one of the candidates that it cannot have failed to favourably impress many an ignorant elector in favour of such candidate. When we reap the expected results of the Education Act and School Boards, such a matter will be of no moment, but until then I think that if common decency does not forbid such a proceeding, the Legislature ought.

CHARLES FORD.

Feb. 18, 1874.

THE CITY OF LONDON COURT.—I beg to call attention to an occurrence that took place to-day before Mr. Commissioner Kerr, at the City of London Court, as showing the judicial impartiality that distinguishes that tribunal. The occurrence took place in an action brought by a plaintiff for a sum of about £3, for tea sold and delivered. Incidentally it came out in the course of the proceedings that the plaintiff had previously sued defendant in the Mayor's Court for a sum of about £16, and recovered judgment, and that the sum of £3 now sued upon had been omitted by mistake in the former action. The judge, who had been sharply questioning the defendant, now asked to have the Mayor's Court plaint handed up to him, and on observing that there was an amount of £2 4s. 8d., or thereabouts, for costs, exclaimed, "Two pounds four and eightpence costs on a debt of sixteen pounds!" and suddenly turning to plaintiff, asked him, "Are you lost to all sense of shame?" The plaintiff, who seemed a quiet young man, was rather taken aback by this strange question so suddenly put to him. Again the judge asked him, "Are you lost to all sense of shame?" The plaintiff faltered out something to the effect that his solicitors had acted for him in the Mayor's Court proceedings, whereupon the judge remarked, "That if ordinary people had any sense of shame attorneys had not," or words to that effect. He continued his abuse of the attorneys for some time in this strain, and said that if plaintiff had come to the City of London Court for his £16 he might have had a plaint for 16s. Thus the whole ground of this abuse of the unoffending plaintiff and the profession of attorneys was that he had adopted a course of procedure regulated by the same authority as that from which the learned judge himself derived his authority—a course by which he had obtained judgment at the expiration of eight days from issuing the plaint without any trouble to himself, but at an expense of £2 4s. 8d. Had he on the other hand adopted the course proposed by the judge, he must have waited for a month, in entire uncertainty whether the case would be defended or not, his costs would have been, not

16s. as the judge said, but £2 9s. out of pocket, and in addition he would have to pass through the ordeal of an interview with Mr. Commissioner Kerr, the prospects of which may well be sufficient to frighten many plaintiffs from the City Court to the Mayor's Court over the way. I say nothing of the remarks upon the profession of attorneys, but beg to subscribe myself ONE OF THEM.

REPEAL OF ATTORNEYS' CERTIFCATE DUTY.—I was pleased to see the following lines in the last number of the LAW TIMES: "We think in view of recent legislation, that Mr. Disraeli, with his large surplus, may well relieve solicitors from the payment of the annual certificate duty, and the claim ought to be advanced by our representatives in the House." I cannot see why the attorneys should pay an annual certificate duty and members of the clerical and medical professions pay none. I would not wish to have it wholly repealed, but a part taken off, and that part (if Her Majesty's Government cannot afford to lose it) be put on the other two professions above-mentioned in equal proportions. If the leading members of our Profession were to take up this matter with a determination to get it modified it would be done; but as this annual payment to them is a matter of so little importance, they are supine in the matter, in fact, do not wish to have it modified or repealed, under the idea that it keeps the Profession respectable. How is it the other two professions are kept respectable without it? Do, Mr. Editor, kindly use your powerful pen, and assist us in this matter, and you will deserve and earn the thanks of our Profession in general, and those who are barely earning a living and cannot afford to pay the tax (and there are hundreds of them) in particular. If you will kindly give this a place in your next paper you will much oblige your old subscriber, J. T. S.

SECURITY FOR COSTS—31 & 32 VICT. c. 54.—In your impression of the 14th inst., you state that "in one case it was held that plaintiffs resident in Scotland and Ireland cannot be compelled to give security for costs, the 31 & 32 Vict. c. 54 having provided a process of enforcing an English judgment in those countries. This was the case of *Raeburn* v. *Andrews* in the Queen's Bench on the 29th ult." As some misapprehension may exist as to whether this Act is applicable to the inferior courts of record in England, you will kindly allow me to state that it is still necessary that security for costs should be taken in all the inferior courts, the 31 & 32 Vict. c. 54 only applying to judgments obtained in the courts at Westminster. The judgments of the inferior courts can certainly be removed to, and be made the judgments of, the Superior Courts, but subject to certain restrictions. 19 & 20 Vict. c. 108, s. 49, provides the following for judgments obtained in the County Court: "If a judge of a Superior Court shall be satisfied that a party against whom judgment for an amount exceeding £20 exclusive of costs has been obtained in a County Court has no goods or chattels which can conveniently be taken to satisfy such judgment, he may, if he shall think fit, or on such terms as to costs as he may direct, order a writ of *certiorari* to issue to remove the judgment of the County Court into one of the Superior Courts, and when removed it shall have the same force and effect and the same proceedings may be had thereon as in the case of a judgment of such Superior Court; but no action shall be brought upon such judgment." Pollock and Nicol, in their County Court Practice, 7th edit., p. 167, state that the above provision can only be exercised by a plaintiff where a defendant has no goods. The defendant, then, if the case be tried in the County Court, has no remedy against the plaintiff on his judgment if resident out of England, and if no security has been taken by the registrar the costs will have to be sued for and proved in the court where the action is brought, as an action will not lie on a judgment obtained in a County court: (3 Bl. Com. 160; *Berkeley* v. *Elderkin*, 1 E. & B. 805; 22 L. J. 281, Q.B.; *Austin* v. *Mills*, 9 Ex. 288.)

AN ARTICLED CLERK.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.

Queries.

63. SEAL.—In a marriage settlement in place of seals there are merely ribbons inserted (wax having been accidentally omitted to be put on). Will this affect its validity? T. P. H.

64. TEN YEARS' CLERK.—B., a ten years' clerk, is desirous of being articled. He is also desirous of obtaining an order dispensing with the Preliminary Examination. Will you, or any of your readers, say what course B. should adopt in order to obtain such order, and what formula is to be gone through. X.

65. POWERS OF ADMINISTRATRIX.—A., who was possessed of some freehold property, died intestate, leaving a widow and three children (minors) him surviving. At the time of his death A. owed several sums of money, and his widow, who has taken out letters of administration, is desirous of selling the property, in order to satisfy the intestate's debts. Will any of the readers of the LAW TIMES inform me if the administratrix can sell and convey without the necessity of any other parties joining in. RUSTICUS.

66. TRESPASS.—A. is the lessee of certain property upon which his house stands; he underlets one field, a portion of the said property, to B., at a yearly rent. While this field is in B.'s possession a third person, who is building a row of houses on a plot of land next to the field, drives his carts along the latter, and, in fact, makes it a thoroughfare, much to the annoyance of A., whose dining-room window overlooks the field. What remedy has A., and against whom? Cases would oblige. ALCIPHRON.

LAW SOCIETIES.

MANCHESTER INCORPORATED LAW ASSOCIATION.

THE annual general meeting of the members of the association was held on the 19th Jan, last, at Cross-street Chambers, when an account of the receipts and disbursements (previously audited by two of the members), was submitted and passed, and the officers and committee were elected for the ensuing year.

The proceedings of this society for the last year were stated in the following report, which was read by the hon. secretary, and unanimously adopted.

In presenting to the members of the Manchester Incorporated Law Association the thirty-fifth annual report, the committee have again the pleasure of recording the prosperous condition of the association, both in the number of its members and the state of its finances. The accounts of the treasurer show a balance in hand of £116 15s. 10d. The amount invested in Consols is £672 12s. 3d., which, with the sum of £80 1s. 3d. for accumulated dividends thereon, is held in trust for the association.

The legislation of the session, though comprising comparatively few Acts of interest to the Profession, is rendered memorable both to lawyers and the public by the passing of

The Supreme Court of Judicature Act (36 & 37 *Vict. c.* 66).—The principle of this Bill, the provisions of which are now too generally known to need recapitulation, was based by the Lord Chancellor on a judicious carrying out of the well-considered recommendations contained in the first report of the Judicature Commission for the fusion of law and equity. The Bill proposed to transfer to the Supreme Court the jurisdiction of the present Superior Courts of Law and Equity, and of several other courts, including the Court of Common Pleas at Lancaster and Court of Pleas at Durham. It did not affect the Chancery of Lancashire (except as to appeals), nor the County Courts, Salford Hundred Court, or other inferior courts. Your committee after carefully considering the Bill were of opinion that it was, on the whole, a beneficial improvement on the present system, and deserved the support of the Profession, but that the necessity for securing district registries in Lancashire (before the suitors were deprived of the benefits afforded by the Common Pleas at Lancaster), and of granting greater facilities for the trial of causes in Manchester and Liverpool should be urged on the Legislature. Your committee and the Incorporated Law Society of Liverpool communicated with the Lord Chancellor and Lord Cairns, with the result of extending and improving the District Registry Clauses, so as to provide for the continuance of the Lancashire registries. When the Bill had passed the Upper House and stood for second reading in the House of Commons, a joint deputation from the Liverpool and Manchester Societies had an interview with a number of members of that House to urge them to support the Bill, and your committee presented a petition praying that the Bill might pass. By means of the united action of the Associated Northern Provincial Law Societies the attention of many other law societies was called to the Bill, and observations were drawn up from time to time, in reference to the District Registry, Referee, and other clauses, and forwarded to members of Parliament. Ultimately the Bill, after much discussion in committee, where the Registry Clauses were at one time threatened with serious opposition, passed through all its forms, and has become one of the most important Acts relating to the administration of the law which has ever appeared upon the Statute Book.

The Custody of Infants Act (36 *Vict. c.* 12)—makes an important change in the rights of mothers as regards the custody of their infant children. It empowers the Court of Chancery to order that a mother may have access to, or the custody of, her children under the age of sixteen, and legalises an agreement in a separation deed for the mother to have the custody of her infant children. It repeals the Act 2 & 3 Vict. c. 54.

Intestates' Widows and Children Act (36 & 37 *Vict. c.* 52).—This Act enables the widow or children of an intestate, where the estate does not exceed £100 in value, and if residing more than three miles from a registry of the Court of Probate, to obtain letters of administration through the registrar of the County Court of the district where the intestate had his fixed abode, for a small scale of fees.

Professional Remuneration.—A joint committee of the Incorporated Law Society and the Metropolitan and Provincial Law Association having been appointed with a view of framing a scale of charges which should be generally approved by the Profession, a circular letter was issued by them to each of the Provincial Law Societies, referring to the scale prepared in 1871 by the Incorporated Society, and to that agreed on about the same time by the law societies of Manchester, Liverpool, Birmingham, Newcastle-on-Tyne, and Worcester, and requesting information as to the experience of the Profession in regard to the two scales. Your committee, after carefully considering the subject, replied to the effect that in their opinion a scale of commission requires legislative or judicial sanction for general adoption, that the London scale of 1871 was so high as to be altogether impracticable in the country, and that the scale recommended by the provincial societies is also, if anything, too high in large transactions. They suggested the omission of the second column of the provincial scale, with a view to simplicity and reduction on large amounts, but in other respects upheld the provincial scale, and its separation of negotiation from conveyancing charges, and its principle of giving a smaller fee to the vendor's solicitor than to that of the purchaser. The London societies subsequently submitted the draft of the revised scale which has since been adopted by them. This scale, though approaching more nearly to that of the provincial societies, especially in the adoption of a fee to the vendor's solicitor of three-fourths only, of that of the purchaser's solicitor, your committee consider it still too high for adoption in this district. A revision, in some respects, of the provincial societies' scale is under their consideration.

Organisation of the Profession.—An important step towards the better representation of the Profession has been taken during the past year by the Incorporated Law Society in obtaining a supplemental charter, by virtue of which the council now consists of forty ordinary members, elected by proxy (of whom ten are solicitors practising in the provinces), and ten extraordinary members, elected annually by the council from the presidents of provincial law societies. At the recent election ten of the most active country members of the Profession were elected to the council, including your former president Mr. Bateson Wood. The question of an amalgamation of the Incorporated and Metropolitan and Provincial Societies was again considered at the provincial meeting of the latter Association, at Birmingham, in October last, when papers were read on "The Organisation of the Profession," by Mr. Marshall, of Leeds, and on "The Amalgamation of the two London Societies," by Mr. Saunders, of Birmingham, and it was resolved to continue the efforts for the proposed amalgamation. The council of the incorporated society have since passed the following resolution on the subject:—"That the council being prepared to entertain proposals for the admission of members of the Metropolitan and Provincial Law Association into the Incorporated Law Society on the dissolution of the former, is not unwilling to pledge itself to hold an annual general meeting, out of London, in the autumn, provided that the terms of admission can be satisfactorily arranged." Your committee trust that this will soon be accomplished, believing that those who are at present country members of the Metropolitan and Provincial Association will, as members of the incorporated society, find when in London an advantage in having access to the rooms of the society and reference to its library, and that the influence of the Profession will be increased by its representation in London being united, especially now that so many country solicitors are on the council.

Bills of Sale Act as regards Trade Fixtures.—The attention of your committee has been given to the question of the registration of mortgages of trade fixtures in consequence of decisions, first by Vice-Chancellor Malins in the case of *Begbie* v. *Fenwick* (24 L. T. Rep. N. S. 58), and next of the Court of Queen's Bench in *Hawtrey* v. *Butlin* (L. Rep. 8 Q. B. 29), in both of which cases it was held that a mortgage of trade fixtures in connection with leasehold premises to be valid, as against creditors, must be registered under the Bills of Sale Act. On the faith of the previous

well known cases of *Mather* v. *Frazer*, and *Boyd* v. *Shorrock*, mortgages comprising trade fixtures have not usually been registered. Your committee came to the resolution that it was desirable to obtain an Act of Parliament for the purpose—First, of giving to the holders of such mortgages the opportunity of registering them within a time to be limited after the passing of the Act; and, next, to provide that future mortgages comprising trade fixtures should be declared to be within the provisions of the Bills of Sale Act, no matter what might be the tenure of the property to which they were attached. A deputation from your committee waited upon the then Attorney General (now Chief Justice Coleridge) to bespeak his aid in carrying out this resolution, which he promised to give in the ensuing session, but said it was too late to enter upon the matter in the last session. Your committee also put themselves in communication with the Chamber of Commerce, who promised their support to a Bill to carry out these views. In July last, the case *Ex parte Daglish, re Wilde*, Weekly Reporter, vol. 21, No. 63, page 893, came before the Lords Justices, who have confirmed the ruling that an unregistered mortgage of trade fixtures attached to property leasehold for 999 years is invalid, as against a trustee in bankruptcy, which renders action in the matter more necessary. The subject has been brought before the Incorporated Law Society, and by the council of that society before the present Attorney-General, Sir Henry James; but he states that there are so many Bills requiring the attention of himself and the Solicitor-General during the coming session, that there will be little chance of any Government Bill affecting the subject being introduced. He adds that in case of any private member submitting a Bill to Parliament to carry out the above views he will be happy to confer with them thereon. Under these circumstances your committee recommend the association to take up the subject, and to prepare, and endeavour to get passed, an Act to do justice to those whose securities are so unexpectedly called in question, and to set at rest the present unsatisfactory state of the law.

Clerk of the Peace, County Palatine of Lancaster Act.—Your committee having recently learnt that the justices contemplated the introduction, during the coming session, of a Bill to repeal or amend this Act, and to vest the appointment of two deputy clerks of the peace in the clerk of the peace, instead of in the Chancellor of the Duchy, as provided by the Act, a joint letter from the Liverpool and Manchester societies was addressed to Mr. Rathbone, M.P., one of the justices, pointing out the objections to such a change. Mr. Rathbone afterwards forwarded the letter to the Chancellor of the Duchy, and asked him not to consent to any such Bill, and communicated it to the justices at their adjourned annual sessions. The justices, however, resolved to proceed with the Bill, and your committee feel no doubt their successors will be prepared to co-operate with the Liverpool Society in opposing this attempt to neutralise the benefit conferred by the Act.

Common Pleas at Lancaster.—The retirement of the prothonotary (Mr. Harris), having afforded an opportunity of combining the duties of associate with those of the district prothonotary, in each district, your committee addressed the Chancellor of the Duchy in support of the proposal, and an arrangement has accordingly been made by which the office of associate at the Manchester Assizes will, in future, be filled by the district prothonotary.

County Court Changes.—Your committee finding that it was again proposed to transfer Mr. Russell from Manchester to Liverpool, and to make further changes in the circuits in and about Manchester, appointed a deputation, which in company with deputations from the Corporation of Manchester and the Chamber of Commerce, was received by the Lord Chancellor, and the representations then made induced his Lordship to abandon the intention of removing Mr. Russell, and to determine to make no change at present in the Lancashire Circuits.

New County Court.—Your committee have much pleasure in reporting that the numerous representations made by your association and other public bodies, as well as by the judge and officials of the court, regarding the inadequate accommodation for the increasing business of the Manchester County Court, have at length taken effect. Your committee lately received a letter from the First Commissioner of Works stating that the Government had under consideration the question of providing a New County Court, and requesting an expression of their views before he finally decided on a site. To this communication a reply has been sent urging the importance of a central situation. Details of the accommodation required for the public and the Profession were also given, and the hope expressed that the future requirements of a rapidly increasing mercantile district would not be overlooked.

Heelis Memorial.—The committee have received subscriptions amounting to about £400, with which it has been decided to found a Gold Medal, to be called "The Stephen Heelis Prize for Manchester and Salford Students," to be annually awarded to the student who among the candidates from Manchester and Salford shall during each year have passed the best final examination, provided he attain a sufficient standard of merit to entitle him to a prize or honorary certificate of the Incorporated Law Society, and shall not have completed his 26th year. The Council of the Incorporated Law Society have approved the scheme, and undertaken to award the medal, of which the design has been approved, and the dies are now being made, so that the prize may be open to competition during the present year.

Point of Practice—Conditions of Sale.—The Kent Law Society having asked for the opinion of your committee as to the propriety or impropriety of certain conditions of sale stipulating or offering inducement to a purchaser to employ the vendor's solicitor to prepare the conveyance, your committee replied that such a practice was so unusual in this neighbourhood that your association had not experienced the necessity of making any rule on the subject, but that as an association we should object to any stipulation of the kind being inserted in conditions of sale.

Prize for Essay on the Law of Tenure.—The prize of £7 7s. in books, given by Mr. Davies, for the best essay on the "History and Law of Tenure of Real Property," was awarded by your committee to Mr. Alfred Wallis, of Bluepits, an articled clerk of Mr. William Scott, of Rochdale.

The Preliminary Examinations of Candidates prior to articles have, as usual, been held in Manchester during the year, under the conduct of members of your association as local examiners.

Metropolitan and Provincial Law Association.—The usual annual provincial meeting of this association was held in Birmingham, on the 21st and 22nd Oct., at which your association was represented by a deputation. The meeting was attended by 103 gentlemen, of whom 9 were metropolitan members and 94 provincial. After the address of the president a number of interesting papers were read most of which were followed by important discussions, those of the subject of amalgamation with the Incorporated Law Society have been already adverted to. The association was received by the members of the Birmingham Law Society with great hospitality and attention, and it was decided that the next autumnal meeting should be held in Leeds.

The following gentlemen were elected the officers of the association for the ensuing year: President, Mr. W. H. Guest. Vice-Presidents, Mr. John Taylor and Mr. A. Percy Earle. Treasurer, Mr. James Street. Honorary Secretary, Mr. S. Unwin. Chairman of Committee, Mr. G. F. Wharton. Deputy-Chairman, Mr. Percy Woolley.

BARRISTERS' BENEVOLENT ASSOCIATION.

THE first annual meeting of the Barristers' Benevolent Association was held on Friday afternoon, the 13th inst., by the kind permission of the Benchers, at the Hall of the Middle Temple.

Lord Coleridge took the chair; and amongst those present were the Attorney-General (Sir Henry James), the Solicitor-General (Sir William Harcourt), Mr. Manisty, Q.C., Mr. Herschell, Q.C., Mr. Edlin, Q.C., Mr. Garth, Q.C., Mr. McIntyre, Q.C., Mr. J. J. Powell, Q.C., Mr. D. T. Evans, J. C. Matthews, and numerous other gentlemen.

It will be remembered that this association was called into existence at a meeting of the Bar in the Middle Temple Hall on 10th Jan. 1873, and its object "is to afford assistance to necessitous and deserving members of the English Bar, special pleaders, and conveyancers, their widows and children."

The rules of the association prepared by the committee appointed at the first meeting were submitted to and finally settled by a subsequent meeting of the Bar, over which Sir John Coleridge presided.

The Hon. Sec. (Mr. Macrory) opened the proceedings by reading the notice convening the meeting; and in the report which he submitted to the meeting it showed that the general committee had opened lists for donations and subscriptions, and made appeals to the Profession, which resulted in donations to the end of 1873 amounting to £2035 15s. (received and promised), and in annual subscriptions amounting to £479. Of this sum nearly £200 had been devoted to the grant or assistance in cases which the committee, after careful examination, considered deserving. The report went on to state that the benevolent operations of the association during the first year of its existence had been limited in their scope, owing to the uncertainty felt by the committee as to the funds actually at their disposal, and it added that several urgent applications for relief were at present under their consideration.

The Chairman, in moving that the report be printed and circulated, said that it was not necessary for him to address the meeting at any length, for the association was now upon its legs, and, he hoped, regularly formed; and he trusted that it would continue to increase in power and influence. (Hear, hear.) From what had reached him quite recently he was sure that there were cases in the Profession which urgently called for relief of the kind the association proposed to give, to be administered by persons who could fully estimate the real need of their common charity. There were many instances which had reached him which, but for the stepping in of friends of the Profession, owing to the delicacy and feeling which actuated those who needed help, would have led to the most melancholy and miserable results which words could not describe. A great friend of his own—a person of considerable position and distinction—was brought, by no fault of his own, exceedingly low. Being a gentleman, delicacy stopped him from making known his position, and his case would have led to disastrous results had not attention been called to his condition. In cases of this kind an association such as the present one was of the greatest value, and what one man did not know of the condition of necessitous members another did; and if the committee were properly formed, they would find that such lamentable results as he had suggested would be avoided. He for one had never found that where there was any real need for charitable relief, the hearts and purses were shut against the Profession. (Hear, hear.) But it often happened that among those who were the least successful cases of distress and abject poverty frequently occurred of which they were not aware, and it would be the duty of the association to find such cases out. With regard to the financial condition, he was glad to find that an exceedingly small sum was spent in the working of the association, the expenditure being very moderate; and to the hon. secretary (Mr. Macrory), who had devoted his time and attention for nothing, they owed a deep debt of gratitude. (Applause.) He regretted, however, that many of the subscribers were in arrears, and he trusted that steps would shortly be taken to draw in money by means of a printed circular to be sent round to the defaulters. In conclusion, he said that he was glad to think that the association had now been successfully begun, and he only trusted that year by year they would have larger funds to dispose of to those who sorely wanted them. (Loud cheers.)

Mr. Edlin, in seconding the resolution, hoped that the circulation of the report would be substantially conducive to the good of this association.

The motion was then carried.

Mr. Manisty, Q.C. said that with regard to the arrears that might be in some respect due to a delicate feeling which prompted the committee not to apply for the money, but that difficulty would in future be removed; and they might anticipate good results from a new collector who had lately been appointed. There was not the slightest reason to fear but that the money would be quickly got in, for the Profession had come forward more unanimously and earnestly than it had ever done before, and he ventured to hope that the donations would be largely increased, as well as the number of annual subscribers.

The Attorney-General deplored the abstention of the common law judges from all participation in the operations of the society, and urged the noble president to use his influence with his brethren on the bench in their behalf.

The Chairman said that he could not understand why the judges as a body had not contributed to the funds of the association, and he promised that its claims should be fully made known to them, for he had never found that they would shut their hearts or their pockets against any reasonable claim. (Cheers.)

The Solicitor-General then proposed a vote of thanks to the Benchers of the Middle Temple for the use of the hall, which was carried.

The committee of management and the auditors were also appointed, and votes of thanks were awarded to the officers of the association in general, and in particular to Lord Coleridge, for his services in the cause, he also consenting to act as one of the trustees for the current year.

The proceedings then terminated.

LEGAL EDUCATION ASSOCIATION.

WE are asked to remind our readers that contributions in aid of the funds of this association may be sent to the honorary treasurer, Mr. J. M. Clabon, 21, Great George-street, Westminster, or they may be paid into the account of the association at the Temple Bar branch of the London and Westminster Bank. The success of this association, having in view the accomplishment of the most important objects, is due in a large degree to the undeviating and consistent support given to it by the present Lord Chancellor; and it will indeed be most fortunate if, with the

resignation by Baron Amphlett of the post of president, and the resignation of the Government, Lord Selborne could be again induced to place himself at the head of the association.

LEGAL PRACTITIONERS' SOCIETY.

We are requested by the Honorary Secretary of this Society to say that meetings of the Parliamentary committee were held on the 19th and 26th Jan. last, and the 9th and 16th Feb. inst., resulting in the framing of a Bill which will be introduced into the House of Commons, having for its object the protection of the Profession against the depredations of unqualified persons.

DUBLIN LAW STUDENTS' DEBATING SOCIETY.

A GENERAL Meeting of the Society was held in the Lecture Hall, King's Inns, on Feb. 16, when the following subject was debated: "That the present system of Legal Promotion requires Reform."

DUBLIN LEGAL AND LITERARY DEBATING SOCIETY.

THE usual weekly meeting of this Society was held on Thursday evening last, at 53, Lower Sackville-street. The chair taken at eight o'clock, by Mr. Trevor Overend, President. An essay was read by Mr. J. H. Franks on "Irish Land Tenures."

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

A. M. ALEXANDER, ESQ.

THE late Adam Murray Alexander, Esq., some time a puisne judge of British Guiana, who died at Ensgh Lodge, on the 2nd inst., was the second son of the late John Alexander, Esq., of Caw House, in the county of Londonderry, Ireland, a relative of the noble house of Caledon. He was born about the year 1810, and was educated at Trinity College, Dublin, where he graduated B.A. in 1830, and proceeded M.A. in 1834. He was called to the Irish Bar in Easter Term 1832, and practised for some time in Dublin; he was subsequently appointed to a puisne judgeship of the courts of British Guiana, which he held for a period of ten years.

W. A. WILDE, ESQ.

THE death is announced of Mr. William Archer Wilde, of the Court of Probate, which occurred in Brittany, on the 2nd inst., in the twenty-first year of his age. He was the third son of the late Clarence Thomas Wilde, Esq., and a relative of Lords Truro and Penzance, and was born in the year 1853.

H. GARDNER, ESQ.

THE late Henry Gardner, Esq., barrister-at-law, who died on the 5th inst., at his residence Sion Hill, Garstang, Lancashire, in the fiftieth year of his age, was the younger son of the late John Gardner, Esq., of Sion Hill, and of Pilling, Lancashire, by Frances, daughter of the late Daniel Elletson, Esq., of Parrox Hall, Lancashire, and he was born in the year 1824. He was called to the Bar by the Honourable Society of the Middle Temple in 1856, and went the Northern Circuit, and he also practised at the Lancaster, Preston, Kirkdale, Liverpool, and Bolton Sessions. The brother of the deceased gentleman, the Rev. John Gardner, now of Pilling, Lancashire, was formerly in the profession of the law, having been called to the Bar at the Inner Temple in 1847; he, however, subsequently entered holy orders, and is now Rector of Skelton, Yorkshire.

A. SCHALCH, ESQ.

FROM Jamaica, intelligence has been received announcing the death of Mr. Ernest Alexander Clendining Schalch, the Attorney-General of that island, which occurred on the 31st ult., from an attack of yellow fever. The deceased gentleman, who was of German extraction, was the elder son of the late Edward Vernon Schalch, Esq., of the East India Company's service, and was born about the year 1839. He gained a studentship at the Inner Temple in Jan. 1864, and was called to the Bar by the Honourable Society of the Inner Temple in Easter Term of that year, and joined the Home Circuit. He practised with considerable success as a special pleader, and attended the Surrey Sessions. He left England about three years ago, on being appointed to the Attorney-Generalship of that island, and lived to acquire a high reputation in the colony. Mr. Schalch was married, and had a family; his only daughter, Miss Gertrude Geraldine Schalch, died about the same time as her father.

W. JENKINS, ESQ.

THE late William Jenkins, Esq., Q.C., LL.D., of Clifton Court, near Bristol, who died on the 22nd ult., in the sixty-eighth year of his age, was the eldest son of the late William Jenkins, Esq., formerly of the Treasury, Dublin Castle, and a lineal descendant of the learned lawyer and judge David Jenkins, who was detained a prisoner in the Tower of London, and again in Wallingford Castle, for his loyalty to Charles I. He was born in the year 1805, and was educated at Trinity College, Dublin, where he took his Bachelor's degree in 1826, proceeded M.A. in 1832, and was made LL.D. in 1856. He was a student of the Inner Temple, and was called to the Irish Bar in Trinity Term 1829. He was appointed a Q.C. in 1860, by the then Lord Chancellor of Ireland, Sir Maziere Brady, and retired from the Bar in 1863, since when he resided at Clifton Court. Mr. Jenkins had the reputation of being a sound equity lawyer, and was particularly successful in investigating titles. He also practised in the Court of Chancery, where he distinguished himself in many important cases. Mr. Jenkins married on the 26th Sept. 1835, Helen, eldest daughter of the late John Thompson, Esq., of Bath, by whom he leaves one son, William, barrister-at-law of the Western Circuit, and also two daughters.

H. HOLLIST, ESQ.

THE late Hasler Hollist, Esq., of Lodsworth House, near Petworth, Sussex, barrister-at-law of the Middle Temple, who died on the 30th ult., in the 77th year of his age, was the only son of the late Anthony Capron, Esq., who assumed in 1833 the name of Hollist in lieu of his patronymic; his mother was Margaret, daughter of Richard Hasler, Esq., of Bury, Lancashire, and he was born in the year 1797. Mr. Hollist was educated at Winchester, and at Brasenose College, Oxford, where he graduated B.A. in 1820, and proceeded M.A. in 1823. He was called to the Bar by the Honourable Society of the Middle Temple, in Michaelmas Term, 1823, and was a magistrate and deputy-lieutenant for Sussex. He married in 1825, Frances Georgiana, eldest daughter of the late Sir Francis M. Ommanney, by whom he has left a family to lament his loss; his eldest son, Mr. Edward Ommanney Hollist, is a captain in the Royal Artillery, and an instructor of artillery at Woolwich.

S. STONE, ESQ.

THE late Samuel Stone, Esq., many years town clerk and clerk to the magistrates for the borough of Leicester, who died on the 5th inst., at his residence, Elmfield, Stonygate, near Leicester, in the seventieth year of his age, of whom we gave a short notice in our last impression, was the second son of the late Samuel Stone, Esq., at Kington, in the county of Leicester, by Mary, daughter of Joseph Chamberlin, Esq. He was born at Kington in the year 1804, and was educated at Leicester under the Rev. Charles Berry. He was admitted a solicitor in Michaelmas Term 1825, and was appointed on the 1st Jan. 1836 to the office of town clerk of the borough of Leicester. In April of the same year he was made clerk to the magistrates of that borough, and in 1849 he was appointed clerk to the Local Board of Leicester. He retired from practice in September 1872, in consequence of failing health, and was immediately afterwards made a magistrate for the borough of Leicester. Mr. Stone, says the *Leicester Journal*, during his lifetime, "was one of the few men who contrived to gain the friendship and respect of all parties. He was an active, straightforward, honest citizen, and as a public officer served the town faithfully and uprightly for more than a quarter of a century, winning the esteem and affection of his fellow townsmen, as the testimonial presented to him a short time back on his retirement from public life amply testified. Mr. Stone will be much missed in Leicester. His familiar face was always welcome at any public gathering, and he had ever a kind word for those with whom he came in contact. Affable and amiable to a degree he made no enemies, and has died respected by all. His example is one which other citizens may profitably imitate." Mr. Stone married in 1829 Catharine Smart, daughter of Benjamin Fowler, Esq., by whom he has left a family of six children. The remains of the deceased gentleman were interred in the Leicester Cemetery, the funeral being a public one, attended by the mayor, magistrates, and corporation of the borough.

PROMOTIONS AND APPOINTMENTS.

N.B.—Announcements of promotions being in the nature of advertisements, are charged 2s. 6d. each, for which postage stamps should be inclosed.

MR. HENRY REED, of Union-street, Portsea, has been appointed a Commissioner to administer oaths in Her Majesty's High Court of Admiralty for the borough of Portsmouth.

THE Lord Chief Justice of the Common Pleas has been pleased to appoint Mr. Henry Ward Collins, of 4, Brunswick-street, Liverpool, to be a perpetual Commissioner for the County of Lancaster.

THE Lord Chief Justice of the Common Pleas has appointed Mr. Edward Bagnall Potts, of Broseley, in the county of Salop, solicitor, to be a perpetual Commissioner for taking Acknowledgments of Deeds by Married Women, under the Fines and Recoveries Act.

THE GAZETTES.

Bankrupts.

Gazette, Feb. 13.

To surrender at the Bankrupts' Court, Basinghall-street.

BRODZIAK, LEWIS, merchant, Coleman-st. Pet. Feb. 9. Reg. Brougham. Sols. Hand, Son, and Johnson, Coleman-st. Sur. Feb. 27

CAREW, HENRY, Lincoln's-inn-fields. Pet. Feb. 11. Reg. Roche. Sol. Wilkinson, Bedford-st, Covent-gdn. Sur. Feb. 26

HARVEY, WILLIAM, Bruce-rd, Bromley-by-Bow. Pet. Feb. 10. Reg. Spring-Rice. Sols. Messrs. Bastard, Brabant-ct. Sur. Feb. 26

JONES, JOHN GRIFFITH, grocer, Addison-rd-north, Notting-hill. Pet. Feb. 9. Reg. Brougham. Sols. Brettle, Smythe, and Co., Staple-inn. Sur. Feb. 27

PHIPPS, PAUL LOUIS, Claremont-villas, Pelham-rd, Wimbledon. Pet. Jan. 31. Reg. Bell. Sur. Feb. 20

WEIGERT, OTTO, stock broker's clerk, Copthall-ct, London, and Tavistock-cres, Westbourne-pk. Pet. Feb. 3. Reg. Hazlitt. Sur. Feb. 25

To surrender in the Country.

ALEXANDER, FREDERICK, wholesale paper merchant, Portsea, and Buckland. Pet. Feb. 11. Reg. Howard. Sur. Feb. 24

ALLEN, WILLIAM, victualler, Bridgnorth. Pet. Feb. 11. Reg. Potts. Sur. March 4

BIRD, ISAAC, tar dealer, Clayton, near Manchester. Pet. Feb. 9. Reg. Hull. Sur. Feb. 26

ELLEBY, JOHN, Manchester. Pet. Feb. 10. Reg. Kay. Sur. Feb. 26

GARWOOD, EBENEZER, builder, Haverhill. Pet. Feb. 9. Reg. Eaden. Sur. Feb. 28

KING, JAMES, auctioneer, Winslow. Pet. Feb. 5. Reg. Fortescue. Sur. Feb. 23

RODMAN, S. S., builder, Battersea. Pet. Feb. 3. Reg. Willoughby. Sur. Feb. 24

SKIPWORTH, JAMES, poulterer, Boston. Pet. Feb. 7. Reg. Staniland. Sur. Feb. 24

Gazette, Feb. 17.

To surrender at the Bankrupts' Court, Basinghall-street.

GODRICH, FRANCIS, jun., surgeon, Fulham-rd. Pet. Feb. 13. Reg. Murray. Sur. March 1

LOWE, WILLIAM, cab proprietor, Charlton-st, Euston-rd. Pet. Feb. 13. Reg. Murray. Sur. March 3

To surrender in the Country.

BROWNING, JOHN, out of business, Ealing. Pet. Feb. 9. Reg. Thorndike. Sur. March 11

DUNCAN, WILLIAM ALEXANDER, grocer, Forest-hill, Pet. Feb. 13. Reg. Pitt-Taylor. Sur. March 10

LAMPARD, STEPHEN, ship builder, Portsea. Pet. Feb. 13. Reg. Howard. Sur. March 9

MOSS, MARCUS SLAZENGER, wholesale jeweller, Manchester. Pet. Feb. 13. Reg. Kay. Sur. March 3

NICHOLSON, GEORGE HENRY, commission agent, Manchester. Pet. Feb. 13. Reg. Kay. Sur. March 3

POTTER, HENRY, and FERRIGE, WILLIAM, builders, Sutton. Pet. Feb. 13. Reg. Rowland. Sur. March 10

SANDERS, JOSEPH, cowkeeper, Everton. Pet. Feb. 14. Reg. Watson. Sur. March 2

WALLS, JOSEPH, pork butcher, Northampton. Pet. Feb. 13. Reg. Dennis. Sur. March 4

BANKRUPTCIES ANNULLED.

Gazette, Feb. 13.

FREYSTADT, HERRMANN; FREYSTADT, ADOLPH, and PEISER, GEORGE, general warehousemen, Jewin-st, and Jewin-cres, London, and Denton, near Manchester, also at Atherstone, and Wilson-st, Finsbury. Nov. 3, 1873

TAYLOR, JOHN, victualler, St. Andrew's-hill. Dec. 15, 1873

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Feb. 13.

ADAMSON, JAMES, labourer, Ashton-in-Mackerfield. Pet. Feb. 10. Feb. 23, at eleven, at office of Sol. Wood, Wigan

ALCOMBE, GEORGE, grocer, Thorverton. Pet. Feb. 10. Feb. 26, at three, at the London and South Western hotel, Exeter. Sol. Rogers, Exeter

ASHLEY, ASHER, slater, Rochdale. Pet. Feb. 11. Feb. 27, at eleven, at offices of Sols. Slater and Poole, Manchester

BAUGHAN, THOMAS, bookseller, Leamington Priors. Pet. Feb. 6. Feb. 25, at two, at the Bath hotel, Leamington Priors. Sol. Sanderson, Warwick

BAWN, HENRY, retail brewer, Birmingham. Pet. Feb. 11. Feb. 25, at four, at 30, Bennett's-hill, Birmingham. Sol. Parry.

BAYNTON, WILLIAM HENRY, out of business, Birmingham. Pet. Feb. 10. Feb. 27, at twelve, at office of Sol. Fallows, Birmingham

BOUGHTON, RICHARD WYATT, tailor, Haverstock-rd, Kentish-town. Pet. Feb. 11. March 2, at twelve, at offices of Sol. Moss, Gracechurch-st

BRAILSFORD, JOHN, builder, Sutton-in-Ashfield. Pet. Feb. 7. Feb. 25, at twelve, at office of Sol. Hogg, Nottingham

BROWN, JAMES, victualler, Birmingham. Pet. Feb. 10. Feb. 25, at eleven, at the Queen's hotel, Birmingham. Sol. Talbot, Newtown

BURGESS, THOMAS, out of business, Altrincham. Pet. Feb. 9. Feb. 26, at three, at office of Sol. Smith, Liverpool

CADE, JOSEPH, draper, York. Pet. Feb. 10. Feb. 27, at three, at office of Sol. Wilkinson, York

CALVERT, GEORGE, boot dealer, Leeds. Pet. Feb. 9. Feb. 24, at two, at office of Sol. Hardwick, Leeds

CARTER, ISAAC, grocer, Willenhall. Pet. Feb. 11. Feb. 28, at eleven, at office of Sol. Cresswell, Willenhall

CHASE, ROBERT, commission agent, Chichester. Pet. Feb. 10. March 4, at two, at the Dolphin hotel, Chichester. Sol. Janman, Chichester

CLEMENT, JEMIMA ELIZABETH, spinster, Margaret-st, Cavendish-sq. Pet. Feb. 9. Feb. 26, at twelve, at office of Sol. Brownlow, Bedford-row

CONSTABLE, HENRY, assistant to a victualler, Anerley-rd, Norwood. Pet. Feb. 10. March 2, at eleven, at office of Sol. Wade, Clifford's-inn

COOKE, HENRY DOUGLAS, painter, Rusthall. Pet. Feb. 7. Feb. 25, at ten, at the Angel hotel, Tunbridge. Sol. Palmer, Tunbridge

COURTS, EDWIN, outfitter, Lowestoft. Pet. Feb. 9. March 2, at twelve, at office of Sol. Archer, Lowestoft

CRADDOCK, EDMUND WILLIAM, schoolmaster, Worcester. Pet. Feb. 9. Feb. 25, at twelve, at office of Sol. Cheston, Birmingham

CROOK, THOMAS, fishmonger, Wigan. Pet. Feb. 9. March 3, at three, at office of Sol. Wood, Wigan

CROWE, JOHN, jun., upholsterer, Lakenham. Pet. Feb. 9. Feb 24, at eleven, at offices of Sol. Stanley, Norwich

CRUSE, DANIEL RICHARD, smith, Taphouse. Pet. Feb. 9. Feb. 24, at eleven, at office of Sol. Fryer, Exeter

DHONAU, LOUIS, baker, Wells-st, Hackney. Pet. Feb. 9. Feb. 24, at two, at offices of Sols. Digby and Liddle, Circus-pl. Finsbury-circus

DUFF, ROBERT LOW, jute spinner, Chowlent. Pet. Feb. 9. Feb. 26, at two, at office of Sol. Blackhurst, Liverpool

ESCHWEGE, SIMON, and ESCHWEGE, CHARLES, importers of Bohemian glass, Houndsditch. Pet. Feb. 7. March 6, at two, at office of Sols. Messrs. Beyfus, Lincoln's-inn-fields

EUING, MORRISON, clerk, Barrow-in-Furness. Pet. Feb. 10. Feb. 27, at eleven, at the Ship hotel, Barrow-in-Furness. Sol. Bradshaw, Barrow-in-Furness

FISHER, FREDERICK, coal merchant, Heckmondwike. Pet. Feb, 9. Feb. 23, at eleven, at office of Sol. Sykes, Heckmondwike
FRENCH, WILLIAM, builder, Bozeat. Pet. Feb. 9. Feb. 24, at three, at office of Sol. Becke, Northampton
GILL, JOSEPH SAMUEL, draper, Sale. Pet. Feb. 10. Feb. 26, at three, at offices of Sols. Farrar and Hall, Manchester
HADMAN, JOHN, baker, Werrington. Pet. Feb. 10. Feb. 26, at twelve, at offices of Sol. Gaches, Peterborough
HARCOURT, HENRY JAMES, wholesale ironmonger, Upper Thames-st, and Lynton-villa, Lower Richmond-rd, Putney. Pet. Feb. 10. Feb. 28, at twelve, at offices of Alexander and Co., 17, Fenchurch-st. Sols. Tayler and Ward, Great James-st, Bedford-row
HARTLEY, SAMUEL, innkeeper, Romiley. Pet. Feb. 9. Feb. 23, at three, at the Commercial hotel, Manchester. Sol. Jackson, Manchester
HEASELDEN, JOHN, grocer, Manchester. Pet. Feb. 11. March 2, at three, at office of Sols. Sutton and Elliott, Manchester
HEMPSTOCK, BENJAMIN, saddler, Ludford, Pet. Feb. 9. Feb. 28, at eleven, at offices of Jay, accountant, Lincoln. Sol. Page, jun., Lincoln
HOLMES, MATTHEW MATTHIAS, engineer, Bilston. Pet. Feb. 11. Feb. 28, at eleven, at offices of Sol. Barrow, Wolverhampton
HOLNESS, RICHARD WILLIAM, baker, Ramsgate. Pet. Feb. 9. Feb. 23, at three, at the Bull and George hotel, Ramsgate. Sols. Treherne and Wolferstan, Ramsgate
HORSFALL, JOHN, cabinet maker, Halifax. Pet. Feb. 9. Feb. 27, at two, at offices of Sol. Boocock, Halifax
HUMPHRYS, GEORGE SMALLWOOD, auctioneer, Stroud. Pet. Feb. 11. Feb. 28, at eleven, at No. 12, in Rowcroft, in Stroud. Sols. Kearsey and Parsons, Stroud
JACOBY, SIEGMUND, hair dresser, Long-la, Smithfield. Pet. Feb. 2. Feb. 23, at two, at office of Sols. Barton and Drew, Fore-street
JERRED, SAMUEL, grocer, Exeter. Pet. Feb. 10. Feb. 28, at eleven, at the Queen's hotel, Exeter. Sol. Fryer
JONES, HENRY ALFRED, wine merchant, Hoole. Pet. Feb. 10. Feb. 27, at twelve, at the Queen's (second) hotel, Chester. Sol. Churton, Chester
KEMBER, WILLIAM, and KEMBER, WILLIAM JAMES, general dealers, Birmingham. Pet. Feb. 10. Feb. 23, at twelve at office of Sol. Fallows, Birmingham
LEGG, GEORGE, bootmaker, Heath-st, Hampstead. Pet. Feb. 5. Feb. 21, at eleven, at office of Sol. Dobson, Southampton-bldgs, Chancery-la
LEWIS, THOMAS, labourer, Bursiem. Pet. Feb. 11. Feb. 27, at three, at office of Sol. Stevenson, Hanley
LLOYD, EDWARD, milliner's assistant, Oxford-rd, Ealing. Pet. Feb. 4. Feb. 19, at ten, at the Portland hotel, Great Portland-st. Sol. Swaine, Cheapside
LUCAS, WILLIAM, engineer, Oldbury. Pet. Feb. 9. Feb. 24, at three, at office of Sol. Jaques, Birmingham
MAINWARING, RICHARD, journeyman baker, Wolverhampton. Pet. Feb. 11. Feb. 28, at one, at office of Sol. Barrow, Wolverhampton
MARVELL, THOMAS, builder, Ilkley. Pet. Feb. 7. Feb. 24, at twelve, at offices of Sols. Ford, Eddison, and Ford, Leeds
MIDDLETON, WILLIAM, gun barrel grinder, Aston, near Birmingham. Pet. Feb. 13. Feb. 26, at twelve, at offices of Sol. Fallows, Birmingham
MILLER, JULIUS SAMUEL, attorney, Bond-ct, Walbrook. Pet. Feb. 6. Feb. 21, at two, at the Chamber of Commerce, 145, Cheapside
MILNER, ALFRED, knitting worsted spinner, Ossett. Pet. Feb. 10. March 2, at eleven, at the Foresters' room, Crown-ct, Wakefield. Sols. Mainwright, Mander, and Whitham
MOORE, JOHN WILLIAM, draper, Bolton. Pet. Feb. 9. Feb. 26, at eleven, at office of Sol. Dowling, Bolton
PANTHER, THOMAS, cattle salesman, Aldwinkle All Saints. Pet. Feb. 7. March 3, at eleven, at the Swan inn, Thrapston. Sol. Henry, Wellingborough
PEAK, JAMES, and SHARPLES, JAMES, bakers, Bradford. Pet. Feb. 10. Feb. 27, at two, at office of Sols. Addleshaw and Warburton Manchester
PEMBERTON, JOSEPH, shopkeeper, Dudley. Pet. Feb. 9. Feb. 25, at three, at offices of Sol. Warmington, Dudley
PHILP, WILLIAM ROBERT, attorney, Lonsdale-sq, Barnsbury. Pet. Feb. 4. Feb. 21, at quarter-past ten, at the Cannon-st, hotel, Cannon-st. Sol. Wright, Queen Victoria-st
POPE, EDWARD, farmer, Neenton, near Bridgnorth. Pet. Feb. 10. Feb. 20, at eleven, at the Squirrell inn, Bridgnorth. Sol. Saunders, jun.
RALPS, JOHN WILLIAM, translator, Liverpool. Pet. Feb. 11. March 10, at three, at offices of Vine, accountant, Liverpool. Sol. Browne, Liverpool
RICHARDS, JAMES, publican, Dawley. Pet. Feb. 10. March 2, at twelve, at the Elephant and Castle inn, Dawley. Sol. Harris, Dawley
SARRINGTON, NATHANIEL, baker, Northampton. Pet. Feb. 9. Feb. 26, at twelve, at office of Sol. Shoosmith, Northampton
SCHLICHER, FREDERIC, confectioner, Bristol. Pet. Feb. 6. Feb. 21, at twelve, at office of Sol. Clifton, Bristol
SHARP, CHARLES HENRY, builder, Middle-la, Hornsey. Pet. Feb. 9. Feb. 27, at two, at office of Sol. Venables, Craven-st, Strand
SHAW, JONATHAN, wool dealer, Halifax. Pet. Feb. 9. Feb. 27, at two, at office of Sol. Boocock, Halifax
SHEPHARD, GEORGE, builder, Ipswich. Pet. Feb. 10. Feb. 28, at two, at office of Sol. Jones, Colchester
SHERWOOD, JOHN WILLIAM ROBINSON, butcher, Middlesbrough. Pet. Feb. 9. Feb. 27, at eleven, at Mrs. Barker's Temperance hotel, Middlesbrough. Sol. Bainbridge, Middlesbrough
SHIPTON, ABRAHAM, baker, High-st, Balham-hill, and Ely-ter, Lyham-rd, Brixton. Sol. Roberts, King William-st
SIMPSON, FREDERIC, straw hat manufacturer, Luton. Pet. Feb. 9. Feb. 24, at three, at offices of Baggs, Clarke, and Josolyne, King-st, Cheapside. Sol. Bailey
SMITH, GEORGE, grocer, Wellesley-rd, Kentish Town. Pet. Feb. 4. Feb. 24, at two, at office of Sol. Burton, Serjeant's-inn, Fleet-street
SMITH, JOHN, hatter, Halifax. Pet. Feb. 9. Feb. 26, at twelve, at the Wheatsheaf hotel, Manchester. Sol. Boocock, Halifax
SOWERBUTTS, THOMAS, confectioner, Levenshulme. Pet, Feb. 11. March 5, at three, at office of Sol. Mann, Manchester
STEEL, CHARLES WILSON, surgeon, Lewisham. Pet. Feb. 11. Feb. 26, at three, at office of Sols. Ingle, Cooper, and Holmes, Threadneedle-st
TAYLOR, JOSEPH GEORGE, tobacconist, Balsall-heath. Pet. Feb. 10. Feb. 25, at twelve, at office of Sol. Fallows, Birmingham
THOMPSON, ELLEN ELIZABETH ANN NEWTEN, widow, East Teignmouth. Pet. Feb. 9. Feb. 24, at half-past eleven, at office of Sol. Templer, Teignmouth
THORNE, HENRY, clerk, Providence-cottages, New-rd, Rotherhithe. Pet. Feb. 5. Feb. 24, at two, at 51, Chancery-la. Sols. Nicklinson, Prall, and Nicklinson
THURLOW, WALTER, Ipswich. Pet. Feb. 9. Feb. 28, at three, at office of J. Pearce, accountant, Princes-st, Ipswich. Sol. Hill, Ipswich
TOPLISS, GEORGE EDMAN, bootmaker, Great Grimsby. Pet. Feb. 9. Feb. 24, at eleven, at office of Sols. Grange and Wintringham, Great Grimsby
TRANFIELD, FREDERICK THOMAS, window blind manufacturer, Waterloo-rd, Lambeth, and Kingston-on-Thames. Pet. Feb. 9. Feb. 27, at three, at office of Sol. Sherrard, Lincoln's-inn fields
TYLER, JOSEPH, ropemaker, Worcester. Pet. Feb. 7. Feb. 21, at three, at office of Sol. Troe, Worcester
WAKEHAM, ROBERT, carpenter, Watford. Pet. Feb. 6. Feb. 24, at four, at the Wellington Arms, Watford. Sol. Cotton, Coleman-st
WALKER, THOMAS, painter, Topcliffe, near Thirsk. Pet. Feb. 5. Feb. 23, at office of Sol. West, Thirsk
WILKINSON, FRANCIS WILLIAM, printer, Barrow-in-Furness. Pet. Feb. 10. Feb. 27, at ten, at the Ship hotel, Barrow-in-Furness. Sol, Broadshaw, Barrow-in-Furness
WILLIAMS, JOHN RAILTON, umbrella manufacturer, Manchester. Pet. Feb. 11. March 9, at three, at the Clarence hotel, Manchester. Sols. Sale, Shipman, Seddon, and Sale, Manchester
WILLIAMS, THOMAS, beer retailer, Abersychan. Pet. Feb. 10. March 2, at one, at office of Sols. Messrs. Lloyd, Newport
WOODWARD, ROBERT CHARLES, out of business, Tendring. Pet. Feb. 7. Feb. 26, at three, at office of Sol. Jones, Colchester
YEATS, JAMES, grocer, Bognor. Pet. Feb. 6. Feb. 25, at twelve, at the Sussex hotel, Bognor. Sol. Lamb, Brighton
MCNAIR, JOHN, watchmaker, Nantwich. Pet. Feb. 11. Feb. 20, at office of Sol. Solomon, Birmingham, in lieu of the place originally named

Gazette, Feb. 17.

ALLAN, ISAAC, plumber, Dartmouth-rd, Hammersmith. Pet. Feb. 4. Feb. 19, at two, at office of Sol. Hope, Serle-st, Lincoln's-inn-fields
ALLEN, HENRY JAMES, boot manufacturer, Liverpool. Pet. Feb. 12. March 4, at two, at office of Ivey, public accountant, Liverpool. Sol. Hughes, Liverpool
ANDERSON, MARY, widow, innkeeper, Wellingborough. Pet. Feb. 12. Feb. 27, at two, at the Angel hotel, Wellingborough. Sols. Dolman and Colegrave, Jermyn-st
ATKINSON, JOSEPH, cloth manufacturer, Bramley. Pet. Feb. 13. Feb. 28, at eleven, at office of Sol. Harle, Leeds
BARTON, HENRY, blacksmith, Sutton St. James'. Pet. Feb. 14. March 2, at twelve, at the Bull inn, Long Sutton. Sol. Ollard, Wisbech
BASLEY, JOHN EDWARD, farmer, Overthorpe. Pet. Feb. 13. Feb. 28, at two, at office of Sol. Wilson, Banbury
BEARDSELL, ALFRED, woollen cloth manufacturer, Holme. Pet. Feb. 12. March 2, at three, at offices of Sol. Armitage, Huddersfield
BLACKSHAW, JOHN, umbrella manufacturer, High-st, Nottinghill. Pet. Feb. 9. March 4, at two, at office of Sol. Perry, Guildhall-chbs, Basinghall-st
BOOTH, THOMAS WOLSTENCROFT, maker-up, Manchester. Pet. Feb. 14. March 4, at three, at office of Sol. Bellhouse, Manchester
BRIGHT, ANDREW, sailmaker, Newcastle-on-Tyne. Pet. Feb. 14. March 5, at twelve, at office of Sol. Garbutt, Newcastle-on-Tyne
BROOM, PETER, grocer, Liverpool. Pet. Feb. 11. March 2, at three, at office of Sol. Sowton, Liverpool
BUCKLAND, CHARLES ARTHUR, fitter, Swansea. Pet. Feb. 7. Feb. 26, at three, at office of Sol. Morris, Swansea
BUCKLEY, JOHN LAWRENCE, gentleman, Bedford-hill-ter, Balham. Pet. Feb. 4. Feb. 26, at two, at 4, College-hill. Sol. Haycock
CARLAW, JOHN SELLARS, CARLAW, WILLIAM BURNS, and CARLAW, GEORGE ROBERT, leather manufacturers, Blue Anchor-la, Bermondsey, and Fort-rd, Bermondsey. Pet. Feb. 13. March 3, at three, at office of Sols. Saffery and Huntley, Tooley-st
CLEVERTY, JAMES GEORGE, gasfitter, Chester. Pet. Feb. 10. Feb. 26, at twelve, at offices of Sols. Walker and Smith, Chester
CLIFF, JOHN, sauce manufacturer, Halifax. Pet. Feb. 12. March 2, at three, at office of Sol. Rhodes, Halifax
CLUEIT, RICHARD, tailor, Wolverhampton. Pet. Feb. 12. March 5, at eleven, at office of Sol. Barrow, Wolverhampton
COLE, FRANCIS WRIDE, grocer, Shirenewton, near Chepstow. Pet. Feb. 11. Feb. 27, at twelve, at office of Sols. Henderson, Salmon, and Hendersons, Bristol
CROSBEE, JOSEPH, brass caster, Birmingham. Pet. Feb. 12. Feb. 27, at twelve, at office of Sol. Grove, Birmingham
DICKIE, DAVID, tailor, Birmingham. Pet. Jan. 21. Feb. 21, at half-past ten, at office of Sol. East, Birmingham
ELLIOTT, THOMAS, beerhouse keeper, Sheffield. Pet. Feb. 12. March 2, at four, at office of Sols. Messrs. Binney, Sheffield
FARROW, WILLIAM, shipbroker, Sunderland. Pet. Feb. 12. March 2, at eleven, at offices of Sols. Snowball and Allison, Sunderland
FORBES, WILLIAM GOLLAN, tobacconist, Plymouth. Pet. Feb. 12. Feb. 27, at twelve, at the Mount Pleasant hotel, Plymouth. Sol. Nepean, Ivybridge
GRIMES, EDWARD, superintendent of contracts, Salford. Pet. Feb. 12. Feb. 27, at eleven, at office of Sol. Hankinson, Manchester
HARDISTY, FREDERICK ADOLPHUS, jun., riding master, Queen-st, Brompton. Pet. Feb. 12. Feb. 27, at eleven, at 15, Devonshire-st, Hammersmith-rd. Sol. Morris, Leicester-sq
HARGEST, GEORGE, grocer, Rudston. Pet. Feb. 11. March 2, at three, at office of Sol. Harland, Bridlington
HARRIS, CHARLES ALFRED, bedding manufacturer, Curtain-rd, Shoreditch. Pet. Feb. 12. March 2, at two, at offices of Sol. Swaine, Cheapside
HATMOUGH, RICHARD, coal dealer, Great Grimsby. Pet. Feb. 11. March 2, at eleven, at office of Sols. Grange and Wintringham, Great Grimsby
HENDERSON, EDWARD, plasterer, Whitley and Cullercoats. Pet. Feb. 12. Feb. 27, at eleven, at office of Sols. Hodge and Harle, Newcastle-upon-Tyne
HOLLAND, BENJAMIN, farmer, East Ville. Pet. Feb. 13. Feb. 28, at one, at office of Sol. Bean, Boston
HUMPHREY, JOSEPH, tailor, Birmingham. Pet. Feb. 13. March 2, at twelve, at office of Sol. Hawkes, Birmingham
HUNTER, INO, Newcastle-on-Tyne. Pet. Feb. 14. Feb. 25, at twelve, at office of Sol. Thompson, Newcastle-upon-Tyne
HYDE, HENRY, and SHELDRICK, JOHN, tailors, Manchester, and Eccles. Pet. Feb. 14. March 4, at eleven, at office of Sol. Sampson, Manchester
IRVING, JOHN, merchant, Carlisle. Pet. Feb. 13. March 3, at three, at office of Sol. Bendle, Carlisle
JONAS, WILLIAM KEMBLE, farmer, Belchamp St. Paul's. Pet. Feb. 9. Feb. 27, at one, at the Rose and Crown hotel, Sudbury. Sol Mumford, Sudbury
JONES, ROBERT, fishmonger, Chester. Pet. Feb. 12. March 5, at three, at offices of Sol. Tibbits, Chester
KERFOOT, HENRY, general dealer, Salford Pet. Feb. 13. March 2, at three, at office of Sol. Storer, Manchester
KING, JAMES, joiner, Todmorden. Pet. Feb. 13. March 6, at eleven, at the York hotel, Todmorden. Sols. Messrs. Eastwood, Todmorden
LEWIS, JAMES, pork butcher, Bath. Pet. Feb. 12. Feb. 27, at eleven, at office of Sol. Wilton, Bath
LOWE, ENOCH BENNETT, commission agent, Halifax. Pet. Feb. 12. Feb. 25, at four, at office of Sol. Storey, Halifax
MARSDEN, JOSHUA, builder, Wigan. Pet. Feb. 5. March 2, at eleven, at office of Sol. Ashton, Wigan
MARTYN, EDWIN ROW, chemist, Devonport. Pet. Feb. 14. March 4, at twelve, at office of Sols. Beer and Rundle, Devonport
MASSINIO, GUISEPPI, ship chandler, Gloucester. Pet. Feb. 5. Feb. 25, at twelve, at the Bell hotel, Gloucester. Sol. Hulls, Gloucester
MCINTEE, ELIZABETH ANN, grocer, Wandsworth-rd. Pet. Feb. 10. Feb. 28, at three, at offices of Day, 47, Bloomsbury-sq. Sol. Tongue, Great Portland-st
MIDDLETON, WILLIAM, mercantile clerk, Ulverston. Pet. Feb. 11. Feb. 27, at twelve, at the Ship hotel, Barrow-in-Furness. Sol. Bradshaw, Barrow-in-Furness
MUIR, ANDREW, machinist, Salford. Pet. Feb. 14. March 4, at four, at office of Sol. Best, Manchester
OAK, ROBERT JOHN SHAPTER, block maker, Bristol. Pet. Feb. 13. Feb. 27, at one, at office of Triggs and Co. accountants, Bristol. Sol. Thomas
OSBORNE, ALFRED, milkman, Worthing. Pet. Feb. 13. March 2, at three, at the Railway hotel, Worthing. Sol. Goodman, Brighton
PORTEUS, WILLIAM, joiner, Halifax. Pet. Feb. 12. Feb. 26, at eleven, at office of Sol. Storey, Halifax
POWNALL, JAMES, stonemason, Bowden. Pet. Feb. 12. March 2, at three, at offices of Hines, accountant, Manchester. Sol. Dawson, Manchester
PRINCE, EDWARD, engineer, Barrow-in-Furness. Pet. Feb. 12. Feb. 27, at one, at the Ship hotel, Barrow-in-Furness. Sol. Bradshaw, Barrow-in-Furness
PURSSORD, ALFRED WILLIAM, cheesemonger, Great Suffolk-st, Borough. Pet. Jan. 31. Feb. 25, at two, at office of Sol. Yorke, Marylebone-rd
RAWNSLEY, JOHN, worsted spinner, Bradford. Pet. Feb. 14. March 2, at eleven, at office of Sols. Wood and Killick, Bradford
ROBINSON, JOHN RUPERT, painter, Dewsbury. Pet. Feb. 14. March 3, at two, at office of Sol. Fryer, Dewsbury
ROSS, DAVID, lodging-house keeper, Devonport. Pet. Feb. 13. March 3, at eleven, at office of Sol. Vaughan, Devonport
SCARLETT, EDWARD GEORGE, woollen warehouseman, Glasshouse-st, Regent-st. Pet. Feb. 13. March 5, at twelve, at office of Chatteris, Nicholls, and Chatteris, Gresham-bldgs, Basinghall-st. Sol. Davis, Cork-st, Burlington-gdns, W.
SCHMERL, SIMON, commission agent, Malvern-cottages, Barnsbury. Pet. Feb. 11. March 3, at two, at office of Sol. Briant, Winchester House, Old Broad-st
SCOTT, WILLIAM RICHARD, clerk in holy orders, Portsea. Pet. Feb. 12. March 4, at twelve, at 31, St. Thomas'-st, Portsmouth. Sol. Ford
SMITH, JAMES, umbrella manufacturer, High Holborn. Pet. Feb. 10. March 9, at twelve, at offices of Challis, public accountant, Clement's-la, King William-st. Sols. Surr, Gribble, and Barton, Abchurch-la
SNELSON, THEODORE, grocer, Winkfield, and Reading. Pet. Feb, 11. March 2, at two, at 8, Forbury, Reading. Sol. Elkins
STEED, JOHN, draper, Raglan. Pet. Feb. 13. March 4, at one, at the Queen's hotel, Newport. Sol. Watkins, Pontypool
STORY, JOHN EMERY, plumber, Newcastle-upon-Tyne. Pet. Feb. 13. March 4, at two, at office of Story, Newcastle-upon-Tyne
SUDALL, WILLIAM, out of employment, Salford. Pet. Feb. 14. March 3, at three, at office of Sol. Bennet, Manchester
TETLEY, JOHN HODGSON, commercial traveller, Bradford. Pet. Feb. 7. Feb. 28, at eleven, at office of Sol. Burnley, Bradford
TOULMIN, CHARLES, draper, Bath. Pet. Feb. 14. March 6, at two, at office of Sols. Messrs. Reep, Bush-la, Cannon-st
TURNLEY, JOSEPH, gentleman, Wilkinson-st, Clapham. Pet. Feb. 13. March 2, at twelve, at offices of Sol. St. Swithin's-la
TYSON, HENRY, earthenware manufacturer, Whitehaven. Pet. Feb. 12. Feb. 27, at twelve, at office of Sol. Atter, Whitehaven
VEAL, GREEN, farmer, Marshfield. Pet. Feb. 12. Feb. 28, at twelve, at office of Sol. Wilton, Bath
VERITY, JOHN, tailor, Pudsey. Pet. Feb. 14. March 3, at three, at offices of Messrs. Routh, accountants, Leeds. Sol. Carr, Leeds
WALKER, ALBERT, stonemason, Batley. Pet. Feb. 11. Feb. 28, at three, at the Queen hotel, Heckmondwike. Sols. Carr and Cadman, Gomersal
WALKER, WILLIAM, cotton manufacturer, Colne. Pet. Feb. 12. March 10, at two, at offices of Sols. Addleshaw and Warburton, Manchester
WALKER, WILLIAM, publican, Ramsgate. Pet. Feb. 13. March 2, at half-past two, at the Bull and George hotel, Ramsgate. Sol. Edwards
YORK, FREDERICK, shoe manufacturer, Kettering. Pet. Feb. 12. Feb. 27, at one, at the George hotel, Kettering. Sol. Cook, Wellingborough
ZUCCANI, DAVID WINTER ERNEST, cabinet maker, Hamilton-pl, Highbury, and Bath-st, Shoreditch. Pet. Feb. 12. Feb. 17, at two, at office of Sols. Pritchard, Englefield, and Co., Painters'-hall, Little Trinity-la

Orders of Discharge.

Gazette, Feb. 3.

BROWN, JAMES, victualler, Pigott-st, Limehouse
LOWINGS, STEPHEN, builder, Gamlingay
SLATER, ARTHUR, cloth manufacturers, Leeds and Horsforth

Gazette, Feb. 6.

SHARP, JOSEPH JOHN, miller, Donhead St. Mary

Gazette, Feb. 10.

LETTICE, WILLIAM MORETON, book-keeper, Birmingham

Gazette, Feb. 13.

HOUGHTON, ANDREW RAYMOND; HOUGHTON, ARTHUR, and JONES, CHARLES D'ERNE, cotton brokers, Liverpool
REEVE, GEORGE, builder, Grosvenor-pk, Camberwell

Dividends.

BANKRUPTS' ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Allen, H. non-trader, sixth 2s. 4½d. (and 18s. 10½d. to new proofs) Paget, Basinghall-st.—*Barron*, A. West India merchant, fifth 2s. 3d. (and 10s. to new proofs) Paget, Basinghall-st.—*Edser*, J. builder, second 8s. 8d. Paget, Basinghall-st.—*Forbes*, H. G. widow, third 8s. 5d. Paget, Basinghall-st.—*Linton*, W. merchant, second 29-84d. Paget, Basinghall-st.—*Messrs*, J. W. chemist, final 20s. (and 4 per cent. interest). Paget, Basinghall-st.—*Sharpin*, R. G. victualler, first 1s. 1½d. Paget, Basinghall-st
Austin, H. de B. builder, 3d. At Sols. Messrs. Sheffield, Lime-st.—*Bailey*, W. commercial traveller, second 4s. At office of Roote and Price, 26, North John-st, Liverpool.—*Beswick*, E. music seller, first 5s. At Trust. F. Lucas, 26, Maddox-st, London.—*Burnicle*, J. joiner, 1s. At Trust. F. J. H. Bellringer, 56, High-street, Stockton.—*Clint*, H. ship chandler, first 10s. At Trust. H. Holland, 10, South John-st, Liverpool.—*Harkworth*, J. W. engineer, final 6½d. At Trust. J. Gilchrist, accountant, 2, Exchange-pl, Middlesbrough.—*Harley*, T. R. stockbroker, second and final 3d. At office of Kingsford and Garland, accountants, 56, King William-st.—*Norton*, E. B. commission agent, 13s. 4d. At Trust. J. Halliday, 25, Booth-st, Manchester.—*Piggott*, K. miller, first and final, 1s. 6d. At Field-house, Billinghay. Trust. W. Croft.—*Reynolds*, J. provision merchant, third 2½d. At office of J. S. and R. Blease, accountants, 15, Lord-st, Liverpool.—*Seal* and *Everard*, brickmakers, first 10s. and second 10s., first sep. of *Seal* 10s. At Sol. Wood, Nuneaton.—*Sotton*, J. hosier, first and final 1s. 8d. At office of J. Davies and Co. accountants, Bewsey-chmbs, Bewsey-st, Warrington.—*Thompson*, H. provision merchant, third 1d. At office of J. S. and R. Blease, accountants, 15, Lord-st, Liverpool.—*Thompson*, P. Ryde, Isle of Wight, first 4s. At Trust. W. Affleck, 30, Friday-st

BIRTHS, MARRIAGES, AND DEATHS.

MARRIAGES.

MYTTON — BOWEN.—On the 11th inst., at St. Peter's Regent-square, Thomas Mytton, of No. 3, King's Bench-walk, Temple, solicitor, to Mary Patience, second daughter, of Mr. John Bowen, of Lesmington and Avon House, Emscote, Warwickshire.
RAM—GILL.—On the 14th inst., at Wimbledon, Willett Ram, of Hailesworth, solicitor, to Lucy Annie, younger daughter of Major Robert Gill, late 44th Regiment Madras Native Infantry.
TOOKE—DREW.—On the 11th inst., at St. Mary's, Caterham, William Arthur Tooke, of the Inner Temple, barrister-at-law, to Mary Agnes, eldest daughter, of George Henry Drew, Esq., of Beechanger, Caterham, Surrey.

DEATHS.

ASHDOWN.—On the 13th inst., at West Ham, aged 63, Charles Ashdown, Esq., vestry clerk.

To Readers and Correspondents.

FREDK. WM. JACOMB.—The case you name will appear in the Reports in due course.

A SUBSCRIBER.—The term junior can apply only where there are two. It could not be used in the case you name. The sons would have to be known by their Christian names. The difficulty you name is one which has not been contemplated by the law, as far as we know.

A. Z.—A cross-examination of some directors in a Chancery suit was considered unduly severe—nothing more. We never heard the expressions you name applied to the learned gentleman.

Anonymous communications are invariably rejected.

All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.

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The Law and the Lawyers.

THE logical faculty does not appear to be very largely developed in some of the members of the City bench of magistrates. On Tuesday the question of the salary of the Chief Clerk to the LORD MAYOR was considered at a meeting presided over by his Lordship. Mr. Alderman FIGGINS, taking exception to the payment of £1000 a year to that official, said that judging from the candidates who had applied, the amount was too large. Had the worthy alderman urged the circumstance of inferior persons, such as subordinate clerks, making application for the appointment, as a reason why the salary offered should be £1500, we could have understood it, the logical inference from the circumstances which he mentions being that £1000 a year is not enough to tempt the best men to apply. The result of the meeting, however was satisfactory. It was resolved to confine the selection to the legal profession, and the salary is not to be less than £800 or more than £1000. The position of Chief Clerk to the LORD MAYOR is one of great responsibility, and £1000 a year is certainly not too much to pay a competent officer.

THE sittings at Guildhall which terminate to-day commenced with heavy cause lists in all the courts, there being entered in the Queen's Bench more than 200 cases. And the business transacted has, as a rule, been legitimate city business, Lord Chief Justice COLERIDGE having been severely tested as a judge in dealing with complicated matters of mercantile law. It is not for us to pay his Lordship a tribute, but it is satisfactory that he proves himself a decided acquisition in the Court of Common Pleas. We regret that any arrears should remain at Guildhall, but when the new system comes into operation and delays disappear, we believe it will be found that no better tribunal for the disposal of commercial disputes is to be found in Europe than one of our Judges and a Guildhall special jury.

THE death in the streets of a benighted wayfarer, who had sought admittance into no less than five public-houses at Barton-le-Clay, and had been refused at all of them, on the ground of their being "quite full," has raised the question whether the well-known obligation of innkeepers to admit travellers has been extinguished by the Licensing Act of 1872. This is, of course, not the case, as a reference to sect. 25, which contains the express saving for *bonâ fide* travellers, will show; but it is equally certain that the innkeeper is not bound to admit them when his inn is full. It is probable enough, however, as we have already remarked in connection with the decision in *Roberts* v. *Humphreys* (L. Rep. 8 Q. B. 483; 29 L. T. Rep. N. S. 387), that the construction put by the Judges upon the Act in that case will make publicans more chary of admitting travellers than before. We have said the obligation to admit travellers is well known. It is, in fact, an obligation at common law, existing many centuries before licensing Acts were thought of. And it was so recently as 1835 that an innkeeper was indicted by an attorney for refusing to admit him late one Sunday night. The innkeeper was fined 20*s.*; and Mr. Justice COLERIDGE said he had no doubt whatever about the law—the innkeeper was bound to admit his guests at whatever hour of the night they might arrive: (*R.* v. *Ivens*, 7 C. & P. 213, where the form of the indictment is printed at full length.) As to the *bonâ fide* traveller, he is a very modern invention. There were no closing hours at all in any licensing Act until 1822, when Sunday closing was first introduced by 3 Geo. 4, c. 77. And until the Public House Closing Act 1864 (27 & 28 Vict. c. 64) public-houses were allowed to be open all night long. The epithet "*bonâ fide*," we may remark, first occurred in the short-lived Act of 1854 (17 & 18 Vict. c. 79), which, if our memory rightly serves us, caused no slight riots from the sharpness of its Sunday closing regulations, and was repealed the very next year by 18 & 19 Vict. c. 118, as having been "found to be attended with great inconvenience to the public." In the substituted Act "*bonâ fide*" did not appear; but the Licensing Act of 1872 has replaced the term. We doubt whether it will prove of any service either to publicans or travellers. "A man is either a traveller or he is not, and the addition of '*bonâ fide*' makes no difference," said Mr. Justice WILLIAMS, in *Atkinson* v. *Sellers* (28 L. J. 13 M. C.), and we thoroughly agree with him.

THE limit of the doctrine of the irresponsibility of a master for the injury sustained by one servant from the negligence or wrongful act of a fellow servant, has been discussed in a case in the United States Supreme Court, and a view taken which we incline to think is more consistent with justice than the strict rule in favour of the master which prevails in this country. In the case in question a man was employed to attend to some very complicated machinery; he had a boy under him, who was told to obey his directions. Most imprudently and improperly the man directed the boy to go up a ladder to adjust a belt which drove a portion of the machinery, and in doing so the boy was caught and lost his arm. For this injury an action was brought against the employer. On behalf of the plaintiff it was contended that the act so directed to be done was outside the boy's employment as a helper, and that the master was responsible for the wrongful act of the fellow servant. And the Court adopted this view, saying, "For the consequences of this hasty action the company are liable, either upon the maxim of *Respondeat superior*, or upon the obligations arising out of the contract of service. The order of Collett was their order. They cannot escape responsibility on the plea that he should not have given it. Having entrusted to him the care and management of the machinery, and in so doing made it his rightful duty to adjust it when displaced, and having placed the boy under him with directions to obey him, they must pay the penalty for the tortious act he committed in the course of the employment. If they are not insurers of the lives and limbs of their employees,

they do impliedly engage that they will not expose them to the hazard of losing their lives, or suffering great bodily harm, when it is neither reasonable nor necessary to do so." This is not in accordance with English law on the subject, and whilst we think that our own principle is somewhat contracted, we consider that the United States Court has gone too far. The act of the man Collett was not mere negligence, it was wrongful, and we do not see that the employers should be liable for the consequences any more than they would have been if Collett had thrust the boy into the machinery. It is understood that a master shall not expose his servant to extraordinary risk, but if the servants employed are of ordinary skill, he cannot be made responsible for orders given by them which those to whom they are given might justifiably disobey. But whether the American court has gone farther than sound principle justifies, it is very doubtful whether our English rule is sufficiently elastic.

THE *Times* published on Wednesday a somewhat extraordinary article on law reform. Announcing without official information, that Sir JOHN KARSLAKE and Sir RICHARD BAGGALLAY would be respectively Attorney and Solicitor-Generals, it proceeded to discuss the probable future of the law. To whom, it is asked, can Lord CAIRNS look to support him in his contemplated attack on the Inns of Court, and his projected scheme for the localization of legal business? It is plainly hinted that Sir JOHN KARSLAKE will have as much as his health will enable him to do in disposing of the ordinary routine business of his office, whilst Sir RICHARD BAGGALLAY is put on one side as actuated solely by the hope of a swift translation to the Bench. According to the *Times*, therefore, Lord CAIRNS is unsupported by any member of the Government as regards the task of extreme difficulty which lies before a law reformer. As a fact there can hardly be any doubt that both the law officers will give the LORD CHANCELLOR all the support they can, and the hope of advancement which Sir R. BAGGALLAY, entertains, we suppose, in common with law officers generally, will not, we are sure, cause him to disregard the claims of law reform. The most remarkable portion of the *Times*' article is that which suggests that it is very extraordinary that we look upon the names of our Lord Chancellors with equal respect whether they have or have not done anything in the way of reforming the law. Our contemporary seems to overlook the fact that it is only within the last few years that the amount of law reform projected or effected by a Lord Chancellor has formed an element of consideration in judging of his merits. Now we admit it is otherwise, but we sincerely trust that Lord Chancellors will not be driven on to reforms in order to save their reputations. That there are scandals connected with the law all lawyers must admit, and the scandal upon which the *Times* bases its remarks—the enormous costs incurred in the liquidation of Joint Stock Companies—is the most prominent, and calls loudly for the improvement of our judicial system in that respect. But the subject is one hedged round with difficulties. The simple truth is that nothing is so easy as to urge reforms in the law, and nothing is so difficult as to carry them into practical effect. We are confident that nothing will be done in this direction as it should be until a standing body is appointed by Parliament, whose sole business it shall be to initiate reforms and codify the law. A Lord Chancellor has too much to do to enable him to conceive and carry out in detail large reforms, and it would be the worst policy in the world to kill our eminent men by overwork.

MR. CALVERT, Q.C., has published a pamphlet entitled "Remarks upon the Jurisdiction of the Inns of Court," and he summarises these remarks thus: "I venture to think that I have completely answered the charges brought by the LORD CHANCELLOR against the Inns of Court. I say that the resolutions of the LORD CHANCELLOR would, if adopted, prove a check to scientific education, and lead to evil consequences, the extent of which it is hard to foresee." This is somewhat startling, considering that Lord SELBORNE'S resolutions have been supported by so many members of both branches of the Profession. Mr. CALVERT appears to base his opinion upon the supposed impracticability of educating barristers and solicitors together. He points out that the education of most barristers commences after they leave the University—at from twenty-one to twenty-three years of age—whilst that of solicitors begins frequently at sixteen, and he says that it would be absurd to send them both to a law school together. To this it may be replied that arrangements might very well be made for elementary studies; and inasmuch as the non-university articled clerk serves five years, while the graduate serves three only, there ought to be no difficulty in classifying the students. But Mr. CALVERT'S argument is that there are many possible evils attending the proposed reform, whilst the defects of the existing system might very well be remedied so as to meet the requirements of the Profession. But when we find so high an authority as Mr. CALVERT asserting that "in truth the Inns of Court have been incessantly exerting themselves in the improvement of the condition of the students," we are led to consider whether facts are not likely to present themselves in different forms according to the standpoint from which they are regarded. It is certainly remarkable that the "incessant exertions" have not produced a more favourable impression. We freely admit the efforts made very recently to educate students of the Inns of Court, but they resulted from strong pressure, and the objection to leaving legal education in the hands of irresponsible bodies is that they have no motive in encouraging reforms, but find it extremely easy to let things alone. We do not agree with Mr. CALVERT in his desire to keep the two orders of law students apart. The practice of a barrister is doubtless essentially different from that of a solicitor, but that is no reason why they should not receive the principles of law from the same source. Finally, we admit that as governing bodies the Inns of Court have some virtues; but to render them wholly satisfactory, Benchers ought not to be elected by the Bench. The Bench ought to be representative. If it had been representative we doubt whether legal education could have continued in the scandalous condition in which it was up to a very recent period.

THE "invitation to alight" has once more been discussed in the case of *Weller* v. *London, Brighton, and South Coast Railway Company* (29 L. T. Rep. N. S. 888), and the Court of Common Pleas has pretty successfully distinguished the four preceding decisions in the cases of *Bridges*, *Praeger*, *Cockle*, and *Lewis*, which contain the law of the subject. It was sufficiently established by the first of these cases that the mere calling out of the name of a station is no invitation to alight, this being done, as Mr. Justice BLACKBURN remarked in *Lewis's* case, "by way of preparing passengers to get out." But what remained to be settled was, what length of stoppage at a station would justify a passenger in taking it for the final standstill, and so alighting unbidden. "It is not for a judge to say what are the ordinary habits of railway companies or of passengers," says Mr. Justice BRETT in delivering judgment in *Weller's* case, and the plaintiff having been nonsuited, the court has very properly, we think, made the rule absolute for a new trial. The true principle in all these cases is, we imagine, that laid down by Mr. Justice BRETT in *Hogan* v. *South Eastern Railway Company* (28 L. T. Rep. N. S. 271), that "negligence is always a question for the jury unless it would be a palpable want of reason in them to find for the plaintiffs." Now that the point has been so thoroughly ventilated—for three of the cases above referred to went to the Exchequer Chamber—a nonsuit on the "invitation to alight" may be expected to become comparatively rare.

THE NEW LORD CHANCELLOR AND THE COUNTY COURTS.

LORD CAIRNS is said to entertain views with respect to the County Courts, which, if carried into effect, will very soon bring about the entire localization of legal business. And in view of this possibility it is worth while to consider what ought to be done to secure proper provision being made to deal with the business in a manner satisfactory to the public.

The reforms which we have hitherto witnessed have been as extraordinary as anything to be found in the history of the law. Originally nothing but tribunals for the recovery of small debts, the County Courts have had their proper jurisdiction extended, and other jurisdictions grafted upon them, until at present a County Court Judge if he is to do his work efficiently must be familiar with our entire jurisprudence. But this is not the only extraordinary result of the spasmodic and piecemeal reforms which have taken place. A large amount of judicial work has been thrown upon registrars. In bankruptcy it is quite common for registrars to sit for the Judge; in equity they have to take accounts which may often prove larger in amount than the common law claims to which the jurisdiction of the court itself is limited. We have repeatedly expressed our opinion that the registrars are, as a rule, able men, and in their particular sphere thoroughly capable. We do not now say that by experience they cannot become good judges; but what we do contend is that it was never contemplated by the Legislature that they should be judges, and we object to the process of reform which, whilst thrusting a mass of heterogeneous business upon the courts, makes no special provision for the disposal of it.

It will be gathered from the foregoing observations that we do not consider the County Courts as standing at present upon a satisfactory basis, and we freely admit that the attention of the law reformer may well be directed to them. What, however, are we to look for from Lord CAIRNS? The past twenty or thirty years have been marked by fragmentary measures of reform. Until the Bankruptcy Act 1869, Parliament shrank from giving unlimited jurisdiction to the County Courts except by consent. The Act of 1867 worked a small revolution, for as appears by the Judicial Statistics, a large amount of business has been kept out of or drafted from the Superior Courts. But notwithstanding that Act, many causes remain in the Superior Courts which are just above the limit of amount giving costs, but are fit only for tribunals such as the County Courts. This circumstance proves that the Act of 1867 was only partially efficacious from the point of view of the law reformer—and we are taking that view exclusively without regard to the interests of lawyers. And we do so,

not because we are careless how the interests of the Profession are affected, but because we see plainly enough that law reform will be made to progress quite irrespective of any such considerations. We repeat, therefore, that whilst the Act of 1867 worked a small revolution, it was not by any means a good, much less a perfect, measure.

The principle upon which a discretion is given to a Judge to award or withhold costs in cases brought in the Superior Court, which, by their nature, ought to be brought in the County Court, is unsound, and indeed vicious. But it shows that the Legislature distrusted the County Courts. Now this distrust ought to be removed, or a hard and fast line should be drawn between their jurisdiction and the jurisdiction of the Superior Courts. We conceive that the County Courts ought not to have had their powers extended until it was seen that they were qualified to deal with every kind of suit or action, and we anticipate that the step which should have been taken in 1867 will be taken by Lord CAIRNS now —the courts consolidated, the number of judges reduced, their salaries increased, their position raised by the prospect of advancement to the High Court, and men selected to fill the positions, not for reasons which are the growth of particular circumstances, but because their professional eminence points them out as fitted by capacity and learning for the discharge of important judicial duties.

We strongly oppose any increase of the jurisdiction of the County Courts as at present constituted, but it is impossible for an unbiassed observer to dispute the wisdom of the reform which Lord CAIRNS is said to entertain. With Superior Court Judges sitting four times a year at such centres as Liverpool and Manchester, and first-class men as County Court Judges presiding at centres of enlarged districts, and having unlimited jurisdiction, arrears would probably disappear. The great argument against localization is that it will scatter the English Bar, and thus remove one of the most useful restraints upon the Bench. The effect of this decentralization it is altogether impossible to imagine, but whatever may be the consequences to the Bench, we believe that the Bar as a body will benefit in a commercial point of view. There must always be a considerable Bar in London, and with existing facilities of intercommunication, the *esprit de corps* would probably be maintained.

It seems, however, tolerably certain that Lord CAIRNS will follow in the steps of Lord SELBORNE, and we would prepare our readers for the consideration of a large scheme of reform affecting the County Courts. A supplement to the Judicature Act is spoken of, but whatever form the measure may take, it will deserve and require the close attention of the legal profession.

RECENT BANKRUPTCY DECISIONS.

CASES arising under the Bankruptcy Act 1869 multiply rapidly, and it is almost necessary at short intervals to take a retrospect. The question which perhaps has received the most attention is that which has reference to the position, under various circumstances, of secured and execution creditors. It is not yet very satisfactorily established what a secured creditor is, and, therefore, we will first look at recent decisions upon this point.

The 12th section of the Act speaks simply of a "creditor holding security," and by sect. 16, subsect. 5, a "secured creditor" is defined to mean "any creditor holding any mortgage, charge, or lien on the bankrupt's estate, or any part thereof, as security for a debt due to him." In illustration of the variety of circumstances under which this question may arise, it is only necessary to refer to two very recent cases, *Ex parte Tate and Co., re Keyworth* (29 L. T. Rep. N. S. 849), and *Emmanuel* v. *Bridger* (Weekly Notes, Feb. 21, p. 42). In the former case a plaintiff in an action on a bill of exchange, claimed to be a secured creditor in respect of a sum of money brought into court by Judge's order to abide the event of the action. In the second a creditor had obtained a garnishee order, which was made absolute before the bankruptcy, and the question was whether in respect of the moneys attached he was a secured creditor within the meaning of the Bankruptcy Act. In the former it was held that he was not a secured creditor, and in the latter that he was. There does not appear to be any tenable ground of objection to either of these decisions. In the case of attachment the security is indisputable when the garnishee order is made absolute, and it would seem to be arguable that the mere service of the order would give the creditor a security liable to be defeated by the discharge of the order. It is equally clear, on the other hand, that money brought into court to abide an event, is not the property of the creditor until judgment in his favour, and neither is it the property of the debtor paying it into court so as to pass to his trustee on his subsequent bankruptcy. A very elaborate argument appears to have been presented to the Chief Judge by counsel for the trustee in *Ex parte Tate*, who seemed indeed to look upon payment into court under a Judge's order of a sum to abide an event as analogous to attachment under a garnishee order. The learned Chief Judge considered, however, that there was no analogy, and that the argument as to attachment had no application at all to the case before the Court. The most forcible part of the argument for the trustee was that which dealt with the fact of the action on the bill of exchange having been restrained by the County Court in which the liquidation proceedings were instituted. Said the learned counsel, "the deposit was to abide the result of the action, or to await until the action was determined. That, however, is a matter that can never arise; that is an event that now can never happen, because the Judge of the County Court has by his injunction made it impossible for the plaintiffs to proceed with the action." The Chief Judge admitted the plausibility of thus putting the case; but he referred to the remarks of Lord Hatherley in *Ex parte Rocke, re Hall* (25 L. T. Rep. N.S. 287), that the granting or not granting an injunction at the discretion of a County Court Judge cannot affect the rights of creditors *inter se*. The learned Judge again took occasion to deplore the failure to re-enact in the Act of 1869 the 184th section of the Act of 1849, a section the spirit of which he imported into the new Act by his decisions which were overruled by *Ex parte Rocke*. In the result he held that the plaintiffs in the action were entitled to have the question between them and the debtors determined. It was suggested that the amount paid into court should be transferred into the liquidation, and some proceedings taken to determine how much the plaintiffs were entitled to.

Another case on this subject of execution creditors—proving, we think, the absurdity of making a distinction between trader debtors and non-trader debtors, and executions for sums above and below £50—is that of *Ex parte Lovering, re Peacock* (29 L. T. Rep. N. S. 897). In this case again the Chief Judge points out that all the confusion has arisen from the failure to re-enact sect. 184 of the Act of 1849. In *Ex parte Lovering* creditors of a trader for sums above £50 had seized but not sold. Then a creditor for less than £50 seized. Had the 184th section of the Act of 1849 been still law, there having been no sale, the creditors would have been entitled only to rateable parts of their debts. Section 87 of the Act of 1869, deals only with the case of the goods of a trader being taken in execution for above £50 and sold. If the sheriff, within fourteen days, receives notice of a bankruptcy petition having been presented, he will hold the proceeds on trust for the trustee. This section does not affect an execution creditor of a trader for less than £50, and the Chief Judge held that in such a case the small creditor was entitled to the proceeds —on the authority of *Slater* v. *Pinder* (24 L. T. Rep. N. S. 475).

The decisions, although by their conflict tending to confuse the law, in the result place it upon an intelligible footing. Seizure without notice of an act of bankruptcy vests the right to the goods in the execution creditor, and the only question then is whether he is within sect. 87. If he is, it matters nothing whether the execution is restrained by injunction or a petition merely is presented; the goods are, in the hands of the sheriff, *in custodiâ legis*, and it is the same thing whether they or their proceeds have to be dealt with. And by seizure under an execution a creditor does not become a secured creditor, for if he is within sect. 87 the goods belong to the trustee, and if he is not within that section, the creditor is not only a secured creditor, but absolutely entitled to the property seized. It appears to have been thought in *Ex parte Raynor, re Johnson* (26 L. T. Rep. N. S. 306) that there is some magic in a sale. A creditor who was within sect. 87, but who had only seized, wished to compel a sale. The sheriff had been restrained, and the goods were held to belong to the trustee, who was decided to be entitled to them, and not to be bound to sell.

The cases to which we have referred make it plain, we think, what is the meaning of the term "secured creditor." We quite agree with the Chief Judge, that it was a mistake to omit from the Act of 1869 a provision similar in terms to sect. 184 of the Act of 1849. The interpretation of terms in sect. 16, sub-sect. 5, is too narrow, whereas the Act of 1849 was full and explicit. As the law stands, a creditor is not "secured" by seizing under an execution; he is absolutely entitled, or the goods belong to the trustee. Being absolutely entitled as not affected by sect. 87, he may, of course, treat the seizure as security and place himself in the position of a secured creditor.

BOARD OF TRADE INQUIRIES.

IN our last issue we noticed a letter from Mr MCIVER which pointed out the utter failure of the present Board of Trade inquiries, and suggested certain alterations that are well worthy of attention. In calling attention to the present system of inquiry by the Board of Trade into marine casualties we heartily indorse Mr. MCIVER'S opinion as to the insufficiency of the present tribunal, and the desirability of having its status raised. With a view of making the whole subject intelligible to our readers, a short notice of the enactments under which these inquiries are held may be useful.

The Merchant Shipping Act 1854 very properly provided for inquiries being held in cases of wreck, collision, loss of life, and certain other instances named. It is there enacted (sect. 432) that (1) whenever any ship is lost, abandoned, or materially damaged on or near the coasts of the United Kingdom; (2) whenever any ship causes loss or material damage to any other ship on or near such coasts; (3) whenever by reason of any casualty happening to or on board of any ship on or near such coast loss of life

ensues; (4) whenever any such loss, abandonment, damage, or casualty happens elsewhere, and any competent witnesses thereof arrive or are found at any place in the United Kingdom, the inspecting officer of the coastguard, or the principal officer of customs, at or near the place where the loss, abandonment, or casualty occurred, may hold an inquiry if the same occurred on or near the coast of the United Kingdom; but if it occurred elsewhere the inquiry is to be held by one or other of those officers at or near the place where the witnesses arrive, or are found, or can be conveniently examined. The Board of Trade has also power to appoint any person specially to conduct this inquiry, which is only preliminary, and for the purpose of collecting evidence. In effect, this inquiry is conducted by the Receiver of Wreck of the District, who is usually, if not always, principal officer of customs, or by a Board of Trade inspector, if there be one there resident. Full power is given to enforce the production of evidence. This preliminary inquiry having been held, or without it, if the officer thinks fit, the above-named officer should be consider a more formal investigation necessary, must apply to any two justices, or to a stipendiary magistrate to hear the case; the Board of Trade has also power to order such an inquiry to take place, and this is the more usual way in which it is instituted. The magistrates or justices are assisted in the inquiries on questions of nautical skill by assessors appointed by the Board of Trade. These assessors are usually experienced masters of merchant vessels. In most of our large seaports there is a local marine board established under the Act for the purpose of controlling and regulating the affairs of the mercantile marine, such as the shipping of seamen and the granting of certificates to officers, &c. One of the members of this board *ex officio* is the stipendiary magistrate of the place, and wherever such an officer exists it is provided that the Board of Trade inquiries shall take place before him. The magistrate conducting the inquiry has, for the purpose of compelling the attendance of witnesses and the regulation of the proceedings, the same power as he would have in a matter over which he has summary jurisdiction. The local officer of the Board of Trade is bound to render all assistance in the conduct of the case, and generally to superintend. In practice, however, the Board of Trade instructs a barrister to conduct the inquiries in almost all the inquiries. The investigation held is as to the cause of any such loss, abandonment, damage, or casualty as is included in the heads above given. Such an investigation naturally involves inquiry into the conduct of the officers of the ship the loss or damage to which has originated it. With a view of making this effectual, and of giving full power to punish for any misconduct, the magistrate may call upon any master or mate possessing a Board of Trade certificate of competency or service, whose conduct is called in question, or is likely to be called in question, to deliver up to him the certificate. He holds it till the close of the inquiry, and then, according to the result, returns it to the master or mate, or sends it to the Board of Trade to be cancelled or suspended, as it sees fit. In practice the court itself suspends or cancels, and the Board of Trade confirms the report.

From this account it will be seen that the Board of Trade tribunals are possessed of very considerable powers affecting not only the officers of merchant ships, but also the owners. It lies with them to say whether a ship was seaworthy or unseaworthy, well found, or ill found, well or ill navigated, lost or not lost, by the negligence of the owners or crew. This power will necessarily to some extent affect the rights of the owners as to the recovery of their loss, whether from a wrongdoer or from underwriters, and it may materially affect their reputations as carriers. With respect to the officers these powers are not less important. On the word of the magistrate and his assessors may hang a man's reputation for life. If his certificate is cancelled or suspended what are his chances of employment? These are important considerations and naturally lead to the question whether the tribunal formed under the Act is well adapted to its purpose. Without in the least wishing to disparage our stipendiary magistrates, before whom these inquiries are usually held, we venture to think that a higher class tribunal is required. For this several reasons may be given; three will suffice for our purpose. The first is that such high interests ought not to be intrusted to an inferior tribunal; the second, that magistrates from their very position can have little experience in dealing with nautical matters; the third, that the existing tribunal is not satisfactory to the persons whose interests it affects. With regard to the first it would seem obvious that, if it be deemed right that in a contested case between two ships the investigating tribunal should occupy the high position of the High Court of Admiralty, a question affecting interests as great, if not on some occasions even greater, should be tried before a tribunal of equal importance, and we would suggest that these Board of Trade inquiries should be held before the High Court of Admiralty. If this is objected to on the ground of the expense of bringing the parties up to London, then let them take place in a County Court having admiralty jurisdiction, with an appeal to the Admiralty Court, or reserving the right to the owners to have the proceedings transferred to the Admiralty Court. This would be a benefit in many ways. At present it not unfrequently happens that the Admiralty Court and the Board of Trade decide differently in a collision cause. If these inquiries were held in the Admiralty Court one examination of the witnesses and one decision would be sufficient in every case of collision. This would at least give satisfaction to owners and officers. Secondly, that magistrates cannot have such experience in nautical questions as the Admiralty Court or even the County Courts is clear, when it is remembered that the only questions of this nature investigated before magistrates are matters arising in these very inquiries. As to the present tribunals not giving satisfaction we need say no more than remind our readers of Mr. McIver's letter, and the numerous instances where the results of these inquiries has been in direct conflict with a subsequent finding of the Admiralty Court. Moreover, the mode in which they are conducted is unsatisfactory. The officers and crew are called as witnesses by the Board of Trade to condemn themselves out of their own mouths, and the attack upon them by the person conducting the inquiry is made so that they have little chance of setting matters right, namely, in examination. This is against our usual notions of fairness, and would not occur if these things were investigated as between party and party before a higher tribunal.

There is in the pigeon holes of the Board of Trade office a gigantic Bill on the subject of merchant shipping, and it is to be hoped that when it again sees the light of day some alteration in these inquiries may be among its provisions.

LAW LIBRARY.

The Law of Insurance as applied to Life, Fire, Accident, and Guarantee, and other Non-Maritime Risks. By JOHN WILDER MAY. Boston: Little, Brown, and Co.

A BRANCH of our jurisprudence daily increasing in importance is that which relates to insurance against risk of loss by the elements and by accident and death—matters over which human prescience and care have no control. Maritime risks are naturally far more numerous than terrene risks: there is an infinite variety of contingencies which it is almost impossible to define, and modern decisions in that department of our law have added largely to existing principles, or furnished exceptions to rules hitherto considered as settled and comprehensive. Fire insurance stands upon much the same footing as marine insurance; the prevailing principle is to indemnify the assured. Mr. Phillips, the celebrated American authority, treats marine and fire insurance together. We certainly think that it is desirable that those two subjects should be dealt with in combination, and that life and "other risks" should be made the subject of a separate treatment.

It will be seen by the name of the publishers that Mr. May is an American lawyer, and the predominating element in the work is, of course, American. With the exception of Kent, Story, and Phillips, American authors are not generally accepted as authorities in this country, and they will only become so by setting the principles of jurisprudence, prevailing on each side of the Atlantic, in prominent contrast where they differ. This is done with great ability by Mr. Phillips, whose method we strongly recommend to persons setting about the compilation of treatises. Diffuseness is the great enemy of codification. Every treatise which elaborates a definition renders future condensation more difficult. The mischief in this direction which is likely to result from a work like Mr. May's will appear when we look at the commencement of his chapter on Concealment. His first paragraph (sect. 200), is thus:

> Representations should not only be true, but they should be full. The insurer has a right to know the whole truth. And a lack of fulness, if designed, in a respect material to the risk is tantamount to a false representation, and is attended by like consequences. This lack of fulness is termed a concealment, which is the designed and intentional withholding of some fact material to the risk which the insured in honesty and good faith ought to communicate to the insurer. It is not mere intentional silence or inadvertence. It is a positive intentional omission to state what the applicant knows, or must be presumed to know, ought to be stated. It is a supression of the truth whereby the insurer is induced to enter into a contract which he would not have entered into had the truth been known to him. It is a deception whereby the insurer is led to infer that to be true, as to a material matter, which is not true. Hence, strictly speaking, under the general law of insurance, there can be no concealment of a fact which is not known to the applicant.

What can be the general condition of a writer's vocabulary who talks about "the lack of fulness"? This is Mr. Phillips: Concealment in insurance is where in reference to a negotiation therefor, one party suppresses or neglects to communicate to the other a material fact, which, if communicated, would tend directly to prevent the other from entering into the contract or to induce him to demand terms more favourable to himself, and which is known or presumed to be so to the party not disclosing it, and is not known or presumed to be so to the other.

The loose kind of generalisation which Mr. May's work discloses is well illustrated by the passage which we have cited, but we do not for a moment desire to say that considering what the treatise is the defect detracts to any appreciable extent from the intrinsic value of the book. We say distinctly that if a different plan had been adopted the result would be of greater advantage

to the practical lawyer. But looking at the scope of the book—seeing that it is written comprehensively, upon decided cases, the more modern of which it discusses elaborately—we recognise that common order of ability which enables a lawyer to understand what he is writing about. We incline to the opinion that Mr. May is a good insurance lawyer. We have already stated, however, that he is an American, and the cases upon which he founds his treatise are mainly American; and American policies frequently differ from English policies, Boston being famous for "special stipulations;" and there is a special statute affecting insurance law in the States. On these grounds we anticipate that English lawyers generally will not be disposed to adopt the work as a text book. In America, on the other hand, we can understand that it will receive consideration, and be very generally used.

The plan of the work is scientific. It takes the contract of insurance in its inception, and treats in succession of insurable interest, warranties, representation and concealment, special provisions (very fully discussed), assignment, duration of risk, and estoppel, remedies, evidence, and pleading. An excellent index completes the volume, which is handsomely printed.

Equity in the County Court. Second Edition. By H. F. GIBBONS and NATHANIEL NATHAN, Barristers-at-Law. London: Horace Cox.

BOOKS of practice in the County Court are very useful to practitioners, but, as far as our experience goes, it is a mistake to expect that Judges will accept evidence of what the law and practice is inferior to the best evidence; if they cannot get Daniell, and Seton, they may possibly refer to works expressly prepared for County Courts. Judges ought of course to know the general principles of the law which they administer, but with the multiplied jurisdiction which now exists it is not surprising that they should constantly go wrong; and going wrong as they do we consider that they ought not to despise the small works, which are built upon the larger works and reported cases, devoted to County Court practice.

This treatise, the second edition of which is brought out by Messrs. Gibbons and Nathan, is wisely framed, mainly with a view to the practice in the County Courts. Forms and orders are set out so as to guide the practitioner in each step in the cause, legal principles are shortly stated, but conciseness does not prevent the authors from giving accurately the existing condition of the law on the several subjects within the jurisdiction of the inferior courts.

A useful chapter on Probate jurisdiction is given in this volume and so far as intelligence and industry can make a book of practice serviceable, we think this will be found so. A complete index renders reference a matter of no difficulty.

The Elementary Education Acts, 1870 and 1873, &c., &c. By HUGH OWEN, jun., Barrister-at-Law. Eighth Edition. London: Knight and Co.

IN this volume we have the Education Acts named above, and the Agricultural Children Act, and an appendix containing incorporated Acts, the General Orders of the Education Department as to elections, the new code, order of accounts, &c. The introduction is, perhaps, the most valuable portion of the work, as it presents a digest of the provisions of the famous Act of 1873 under convenient headings, such as "Constitution of School Districts," "Proceedings preliminary to formation of school boards." This introduction is very well written, and in a small compass states the existing law with reference to education. As such, it will be valuable not only to school board clerks (to whom, indeed, Mr. Owen must be an essential companion), but to all members of the Legistature who wish to be in a position to take part in the debates which will doubtless occur with reference to the working of the Act of last year.

The book is of convenient size, well printed, and inexpensive, and thoroughly deserves the large measure of popular favour which it has received.

The Law and Practice of Election Petitions. By HENRY HARDCASTLE, Barrister-at-Law. London: Stevens and Haynes.

THE several authors who have run the risk of inaccuracy in order to get rapidly into print would appear to have reckoned in a great measure without their host. We are fully informed as to the law, but where are the petitions to be tried? An election petition is a very expensive luxury, and in the recent contests there was very little time for the exercise of those arts which ordinarily give work to lawyers after a general election. Ireland would seem likely to monopolise this business, or if petitions are presented in England, the chances now are that they will be very few.

However, as we have said, we have the law clearly laid before us, and Mr. Hardcastle is not the least successful exponent. He gives us an original treatise with foot notes, and he has evidently taken very considerable pains to make his work a reliable guide. Beginning with the effect of the Election Petitions Act 1868, he takes his readers step by step through the new procedure. His mode of treating the subject of "particulars" will be found extremely useful, and he gives all the law and practice in a very small compass. In an appendix is supplied the Act and the Rules. We can thoroughly recommend Mr. Hardcastle's book as a concise manual on the law and practice of election petitions.

SOLICITORS' JOURNAL.

WE are glad to notice that the proper authorities are alive to the necessity for certain much-needed reforms in connection with Her Majesty's Court of Probate. A new table of fees to be taken in this court after the 2nd March next has been published in the *London Gazette*, as announced by us in our last issue. A new table of fees to be taken by solicitors and others in non-contentious business, as well in the principle as the district registries, has been promulgated. There are also some additions and alterations as to fees in contentious business. The above are issued pursuant to the provisions of 20 & 21 Vict. c. 77, and 21 & 22 Vict. c. 95. Those members of the Profession much engaged in the business of this court will have to provide themselves with copies of the above tables of fees, which can be procured of Messrs. Harrison and Sons, of St. Martin's-lane.

THE President of the Incorporated Law Society, in his valuable paper, referred to by us in our last issue, and which he read last week before the Statistical Society, observes as follows in relation to the delay in conducting almost every kind of legal proceeding: "There is a common impression that the practitioner benefits by the law's delay, but nothing can be more erroneous. The delays arising from the periods of time which, according to the present system of procedure, must elapse between certain stages of the proceedings in all the courts, and the delays which arise, especially in the Court of Chancery, from the difficulty of getting business proceeded with continuously before the subordinate judges or chief clerks, is extremely prejudicial to the attorney or solicitor. He has to keep the subject-matter more or less simmering in his mind (which new business would more profitably occupy) for an unnecessary length of time, and to look up the facts and figures afresh each time he has to attend before the officers upon it; and, as he has to bear all the outlay for fees to counsel, court fees, as well as his office expenses, the delays referred to involve a very serious loss in the interest of money, which the few additional attendances engendered by the delay do not at all compensate for. One consequence is, that the work is not so well done, and that there is an increase of cost to the suitor without corresponding benefit to the practitioner, so that all parties suffer." We hope that these observations will not pass unnoticed, for they are of great moment to the public and the Profession. The actual loss at times inflicted on solicitors in Chancery suits is beyond question owing to delay, which is often ruinous to clients. If the Judicature Act accomplishes the necessary reform in this direction it will be welcome for that alone.

MR. JANSON, in his paper, also observes as follows upon the subject of the members of our branch of the Profession: "They are admitted to practise in the various courts by the judges, and are liable to be struck off the rolls for misconduct by the same authority. Whether it is on the whole expedient to leave this very large power in the hands of dignitaries who are appointed from among barristers, with whom the attorneys and solicitors are in constant intercourse, may be open to question. It cannot be alleged that in recent times the power has been used with undue severity; some perhaps might think it has been at times too leniently exercised; but the following narrative introduced into an admirable biography of Lord Kenyon, which appeared some thirty years ago in the *Law Magazine*, will show what power for mischief such authority, vested in an arbitrary and prejudiced though well-meaning judge may confer. 'The effect of this intemperate mode of administering justice, my memory recalls with painful recollection in the case of a Mr. Lawless, an attorney and an honourable member of that Profession. He was involved in the groundless and general prescription of the day. Complaint was made to the court against him for some imputed misconduct, grounded on an affidavit which the event proved was a mass of falsehood and misrepresentation; but it being on oath, and the charges serious, it was thought sufficient to entitle the party applying to a rule to show cause why Mr. Lawless should not answer the matters of the affidavit. He could have no opportunity of answering them till he was served with the rule, and had obtained copies of the affidavits on which it was granted. Natural justice would point out, and the practice of the court was conformable to it, that he should be heard in answer to them before he was convicted. For that purpose a day was given by the rule on which the party is to show cause, during which time everything is considered as suspended This indulgence was refused to Mr. Lawless, though the rule was obtained on an *ex parte* statement before any opportunity was afforded him to answer the charges, or to be heard in his defence. Lord Kenyon, in addition to the common form of the court's assent to the application, which is in these words, addressed to the counsel: "Take a rule to show cause;" added "And let Mr. Lawless be suspended from practising until the rule is disposed of." He happened to be present in court when this unexampled judgment was pronounced, and heard the sentence which led to his ruin; he rose in a state of most bitter agitation. "My Lord, I entreat you to recall that judgment; the charge is wholly unfounded; suspension will lead to my ruin; I have eighty

causes now in my office." What was Lord Kenyon's reply to this supplicatory appeal to him! "So much the worse for your clients who have employed such a man! You shall remain suspended until the court decides on the rule." The rule came on to be heard at a future day, after the affidavits on the part of Mr. Lawless had been filed. The charges against him were found to be wholly without foundation, and the rule was accordingly discharged. Mr. Lawless was in consequence restored to his profession, but not to his character or peace of mind. He sunk under the unmerited disgrace to which he had been subjected, and died of a broken heart.' It is not improbable that under changes which are in contemplation in relation to both branches of the legal profession, the government of our own body, and the power of suspension or removal from its ranks may be altogether entrusted to the Council of the Incorporated Law Society, just as the members of the Bar are subjected to the authority of the several Inns of Court, which consist of persons of their own order." The case of Mr. Lawless, in these days happily without precedent, is yet of a nature to occasion anxiety to all of us, and the sooner the power of removing a solicitor's name from the roll is transferred from the judges to the Incorporated Law Society (of which every solicitor ought to be a member), the better.

WE publish in another column a report in connection with the annual banquet of the Manchester Incorporated Law Association. Mr. P. F. Garnett (vice-president of the Incorporated Law Society of Liverpool) stated his views of the great value and utility of law societies, when proposing the toast of the evening. We fail, however, to discover the "methodical and combined influence" of which he spoke. It is the very thing that is wanted so badly. We venture to assert that there is practically no combination amongst us, none such, at all events, as Mr. Marshall, of Leeds, has advocated, but there are signs of such action as is required, the arguments in favour of which, by the most able and intelligent members of our branch of the profession, are so forcible that they must bear their fruit in due season. In all other professions, owing to combination, there are steps by which a man can rise to a position of distinction and honour, while for solicitors there at present exists no such means to such a desirable end.

WE gather from editorial answers to correspondents in the *School Board Chronicle* that the editor of that publication is beset with all kinds of questions, principally relating to the Education Act, of a strictly legal nature. It is not, therefore, surprising to find such notes as the following:—"With every desire to answer in full your query, we must beg to refer you for a reply either to the legal adviser of your board, or to any other competent lawyer."

THE *Irish Law Times and Solicitors' Journal*, referring to the Irish solicitors who are elected members of Parliament, observes as follows of Mr. Charles E. Lewis, M.P., for Londonderry City:—"It is true he is an Englishman, and practises in London, but we are much mistaken if he does not make the common interests of the Irish and English solicitors his especial study. He is already well known in London (independently of his large practice) for his exertions in reference to the Incorporated Law Society of England, and has also, we believe, had the good sense to recommend his English friends to imitate the energy and intelligent zeal for the interests of their profession displayed by their brethren of the Incorporated Law Society of Ireland." Upon the subject of law reform the same journal says: "When we consider the position of legal reforms in England, and the anxious expectation with which their extension to Ireland is looked forward, we feel consoled to think we shall have in the House of Commons sufficient representatives of our professional interests to provide that due care shall be taken of them, and that efficiency of legal administration shall not be considered less important than a diminution of the charges on the Consolidated Fund." As regards the annual certificate duty, it adds: "Some time since we called the attention of the Profession to the necessity of agitating for a repeal of the duty which is now annually levied from them. The amount of this duty is not much, it is urged, and solicitors in practice do not feel it, while it may be useful; but we think it is positively of no use in the interests of the Profession or the public; it brings in a mere trifle to the treasury, and we think the present a most opportune occasion to appeal to the Government for its remission. There is a large surplus to be disposed of, and most people admit that the way to keep up a high professional standard is not to impose more taxes but to make entrance to the Profession a difficult matter by responsible apprenticeship and examinations." If any reform is to be effected in relation to this impost it will be best secured by combined action on the part of solicitors in England and Ireland. If no substantial movement is set on foot it may fairly be contended that we do not require such reform.

MR. T. REDWOOD, Professor of Chemistry to the Pharmaceutical Society of Great Britain, and analyst under the Adulteration of Food, Drink, and Drugs Act, writing to the *Daily Telegraph* on the 19th inst, upon the subject of the adulteration of bread, observes, in relation to the failure of legal proceedings in a case under the Adulteration Act: "The result of this and some other cases in which proceedings have been taken under the Adulteration Act, shows the necessity of having legal assistance to conduct the prosecutions, instead of leaving them, as the county cases are now left, to be conducted by the inspectors. This is especially the case where the defendants are professionally represented. I consider that the failure of the case heard yesterday at Edgware was entirely due to the want of legal assistance in preparing and presenting the evidence for the prosecution." It certainly does seem idle to expect that inspectors appointed under the Act in question should be capable of instituting and conducting such proceedings. The new Government may take a different view of what is and what is not a wise economy as compared with that which governed the policy of the late administration upon such matters.

A MEMBER of the Legal Practitioners' Society, also a member of the Incorporated Law Society, writes to us to say that he considers that the first-named society ought to be supported by the Profession on the principle that prevention is better than cure—that is, that it is far wiser to protect the Profession from the depredations of unqualified men who take from them the earnings to which they are entitled, than permit such depredations, and yet support the Solicitors' Benevolent and other similar associations. We agree in part with our correspondent; for instance, if proper protection was afforded the Profession against the encroachments complained of, we cannot doubt but that much work now undertaken by accountants and agents of all kinds would pass into solicitors' offices—it may be the offices of those least prosperous, who are, however, none the less on that account entitled to be protected by the Legislature; and if work so changed hands, the demands on the funds of solicitors' charitable institutions would certainly decrease.

SHARP practice amongst solicitors is not to be countenanced or tolerated for a moment in these days. A case has just been brought to our notice in which a plaintiff's attorney, having received from the defendant's attorney certain pleas for which an order for leave to plead them was necessary, and it was not issued owing to the fault of the clerk to the defendant's attorney, he (plaintiff's attorney) signed judgment for want of a plea. On a summons to set aside such judgment, it was stated that defendant's attorney had no intimation that the judgment was signed, and that the plaintiff's attorney must have known that the non-issuing of the necessary summons for leave to plead was a pure oversight from the fact that in engrossing the pleas which were delivered the clerk copied in the fold of the paper the usual memorandums by counsel as to leave required, &c. The master, of course, ordered the judgment to be set aside on payment of 10s. 6d. costs. We should have preferred to hear that the master had set the judgment aside, and that the defendant was to be paid all his costs occasioned by the judgment snapped as described.

IN addition to the names of solicitors elected members of Parliament, which appeared in our two last issues, we have to add those of Mr. Murphy, elected for Cork City, and Mr. Fay, who headed the poll for Cavan. This makes in all thirteen solicitors in the House of Commons.

NOTES OF NEW DECISIONS.

PRIVATE ACT OF PARLIAMENT—MISDESCRIPTION OF PROPERTIES IN SCHEDULE—CONSTRUCTION—PLEADING—BILL BY INFANT—ACCOUNT—INTRUSION.—The settled estates of the Duke of Shrewsbury were, by an Act passed in 1719, settled upon the Earl of Shrewsbury, with a proviso against alienation. Two Acts were subsequently passed—one in 1803, and the other in 1843—by which portions of the settled estates, described in the schedules, were vested in trustees, upon trust to sell, and invest the purchase-money in the purchase of other estates to be settled upon the same trusts. Some of the lands described in the schedules did not form part of the settled estates when the Act of 1719 was passed. In 1856 the then Earl of Shrewsbury devised all his estates over which he had a power of disposition to the plaintiffs, who filed this bill to obtain possession of the lands which, though not forming part of the settled estates in 1719, were included in the schedules to the Acts of 1803 and 1843. Held, that the intention of the Legislature was to vest in the trustees lands which were actually part of the settled estates in 1719, and that the plaintiffs were entitled to recover. Held also that where a person has intruded upon the estate of an infant, the infant may sue in equity, although he has both a legal and equitable title, and is entitled to an account. *Crowther* v. *Crowther* (23 Beav. 305) not followed: (*Howard* v. *Earl of Shrewsbury* (29 L. T. Rep. N. S. 862. Rolls.)

PRACTICE—SETTLEMENT—LEASES AND SALES OF SETTLED ESTATES ACT, s. 1.—A testatrix devised real estate to trustees upon trust for A., in case she should attain twenty-one, or marry previously to attaining that age; with a gift over in strict settlement in case A. should not live to attain a vested interest: Held, that this was a limitation "by way of succession," within the meaning of the Act: (*Re Horn's Settled Estates*, 29 L. T. Rep. N. S. 830. V.C. M.)

PLEA TO WHOLE BILL—PLEA OF "NOT A PARTNER IN THE MONTE VIDEO FIRM"—PLEA OVERRULED.—The bill alleged that the defendants, A., B., and C., carried on business as merchants at Montevideo under the firm of A. and Co.; and at Liverpool under the firm of B. and Co.; and that the members of both firms were identical. He further alleged that certain goods (the subject-matter of the suit) were consigned to A., B., and C., to their firm of A. and Co., through their firm of B. and Co.; and that A., B., and C., as well in respect of their firm of A. and Co., as in respect of their firm B. and Co., received these goods with full knowledge that they were the plaintiffs' trust property, and sold them and received the proceeds for them on that footing. The defendant C. pleaded to the whole of the bill, that he was not, and never had been, a partner in the Monte Video firm; and averred that the members of the two firms were not identical. Held that, though this plea would have been a good plea if the bill had merely sought to charge him as a partner in the Monte Video firm, yet as it contained allegations sufficient to render him liable as a partner in the Liverpool firm, the latter liability was totally uncovered by the plea, which must therefore be overruled: (*Roberts* v. *Le Hir*, 29 L. T. Rep. N. S. 873. V. C. M.)

APPORTIONMENT—PARTNERSHIP PROFITS—INCOME.—Profits in a partnership business partly earned in the testator's lifetime, but not ascertained until after his death, are not apportionable, but are income of the testator's estate: (*Lambert* v. *Lambert*, 29 L. T. Rep. N. S. 878. V. C. B.

PRACTICE—EVIDENCE—CROSS-EXAMINATION—EXPENSES OF WITNESS—ORDER 5TH FEB. 1861, RULE 19.—The expenses of a witness summoned for cross-examination must, in the first instance, be borne by the parties on whose behalf his evidence in chief has been given: (*Richards* v. *Goddard*, 29 L. T. Rep. N. S. 884. V.C. H.).

SOLICITOR AND CLIENT—PROPERTY RECOVERED FOR INFANT—FUND IN COURT—LIEN FOR COSTS—JURISDICTION—23 & 24 VICT. c. 127, s. 28.—A solicitor's lien for costs in any suit or proceeding instituted for recovering an infant's property must be established by filing a bill under the general jurisdiction of the court, and not under the Attorneys and Solicitors' Act 1860: (*Pritchard* v. *Roberts*, 29 L. T. Rep. N. S. 883. V.C. H.).

PRACTICE—TRANSFER OF CAUSE—JUDGE FORMERLY COUNSEL.—Where a case involving voluminous accounts was attached to the court of a judge who had formerly been counsel in the case, and his chief clerk had after much consideration, decided the principle upon which the accounts were to be taken, the court refused to order a transfer of the cause to another branch of the court till it became necessary to make some application to the judge in person: (*Jackson* v. *Ward*, 29 L. T. Rep. N. S. 861. Chan.).

ARTICLED CLERK—COMPUTATION OF SERVICE—DELAY IN STAMPING—EMERGENCY—6 & 7 VICT. c. 73, ss. 8 & 9.—Upon the mistaken legal advice that articles of clerkship need not be stamped for six months after execution, the applicant's articles were executed without stamp; and before the first six months elapsed the applicant's father became unable, in consequence of unexpected losses in business, to pay the amount required. The service, however, continued under the articles, and three years afterwards the father paid the stamp and penalty. Held, upon application to compute the service from the date of the articles under 6 & 7 Vict. c. 73, ss. 8 & 9, that, although an articled clerk who has been tricked or misled should have every consideration, the court will not accept as an excuse for the ordinary requirements of the law upon admission to the profession of an attorney circumstances which are loosely called an emergency, and which do not

show a *bona fide* intention from the commencement to carry out the duties imposed; and that the circumstances of this case did not constitute a sufficient excuse. *Ex parte Matthew Breden* (31 L. J. 321, C. P.) disputed: (*Ex parte Morris Both*, 29 L. T. Rep. N. S. 885. Q. B.)

LORD MAYOR'S COURT.

Wednesday, Feb. 18.

LANE *v.* OAKES (MACKENZIE, Garnishee.)(*a*)

Married Women's Property Act, s. 7—"*Become entitled to*"—*Reduction into possession.*

THIS was an attachment cause, tried at the December sittings of the court, when a verdict was obtained for the plaintiff. It appeared at the trial that the money sought to be attached, amounting to £137, was bequeathed to the defendant's wife before her marriage, subject to a life interest. The defendant married in 1871. The life interest expired in 1873, when the defendant and his wife presented a joint petition to the Court of Chancery, where the estate was being administered, to pay to the husband, in right of his wife, the money in question. In pursuance of that petition the money was paid to the garnishee, who was the attorney and agent of the defendant, and in his hands it was attached by the plaintiff, a creditor of the defendant.

McCall for the garnishee (instructed by *Lake, Beaumont*, and *Lake*), having obtained a rule for a new trial, on the grounds that there was no reduction into possession, and that the case came within the Married Women's Property Act, s. 7,

Kemp, for the plaintiff (instructed by *Reep, Lane* and *Co.*), showed cause.—The husband receiving the fund, or authorising some one to receive it for him, is enough to change the wife's interest in the property and reduce it into possession of the husband: (*Fleet* v. *Perrins*, 38 L. J. 259, Q. B.; *Jones* v. *Cuthbertson*, 41 L. J. 146, Q.B.) Mrs. Oakes "became entitled" to the money when the will was proved in 1865. Her right was perfect before the expiration of the life interest, and therefore the Married Women's Property Act, which did not come into force till 1870, does not apply. She became entitled before and not "during her marriage."

M'Call, for the garnishee, in support of his rule.—There was no reduction into the possession of the husband. This is often a difficult question to determine. The onus is upon the plaintiff to show "some clear and distinct act" on the part of the husband: (*Scarpellini* v. *Aitcheson*, 14 L. J. 333, Q.B). In *Hart* v. *Stevens* (14 L. J. 150, Q. B.) the interest on a promissory note given to the wife before marriage was received by the husband during coverture, and it was held not sufficient to reduce the debt into the possession of the husband. In *Prole* v. *Soady* (37 L. J. 248, Ch.), where the fund was carried over to the joint account of husband and wife, it was held no reduction into possession by the husband. "Reduction into possession is a question of intention; therefore it seems to me that the joint authority of husband and wife negatives any intention on the husband's part to reduce the money into possession." (Per Cleasby, B., *Jones* v. *Cuthbertson*, 42 L. J. 223, Ex.) Secondly, the case comes within sect. 7 of the Married Women's Property Act, which provides *inter alia* that "where any woman married after the passing of this Act shall during her marriage become entitled to any sum not exceeding £200 under any will, such property shall belong to the woman for her separate use." It was intended so far to do for married women what is sometimes accomplished by marriage settlements. The Act is to be construed with reference to its policy: (*Winter* v. *Winter*, 16 L. J., 112 Ch.) Her property in expectancy needed no such protection, but that in possession or capable of being reduced did, being subject to the marital rights of the husband; and the language of the section bears out this view. This section, as well as the 8th, which refers to real property, follows the language of the usual covenant in a marriage settlement. In *Archer* v. *Kelly* (29 L. J. 911, Ch.) Kindersley, V.C., held that "become entitled" signified a change of condition from expectancy to possession. According to plaintiff's construction, the language of the section should have been "shall become entitled to any interest whatsoever:" (*Mackenzie's Settlement*, 36 L. J. 320, Ch.) The construction for which I contend is upheld in *Clinton's Trust* (41 L. J. 192, Ch.), where Wickens, V.C., discusses all the cases. The wife of the defendant, therefore, became entitled to this money upon the death of the tenant for life, that is, during her marriage and after the passing of this Act. The money being therefore due to the wife, and the judgment being against the husband, this is not a debt owing or accruing to the judgment debtor so as to be attachable: (*Dingley* v. *Robinson*, 26 L. J. 55, Ex.) *Cur adv. vult.*

The DEPUTY RECORDER (Sir Thomas Chambers).—In this case an action was brought against the defendant and the garnishee, and the question was, whether a sum of money in the hands of the garnishee could be attached by the plaintiff. At the trial a verdict was found for the plaintiff. Objection was made by Mr. McCall for the garnishee, that the money in question was bequeathed to the wife of the defendant, and was reduced into possession by the husband. This objection is not tenable. The husband and wife presented a joint petition to the Court of Chancery, and upon that petition an order was made for the money to be paid to the defendant in right of his wife. The money was paid to the garnishee under a power of attorney given by the husband alone. That is sufficient to reduce the fund into the possession of the husband. The second objection made was, that under the Married Women's Property Act this money belonged to the wife for her separate use, and therefore could not be attached for the debt of the husband. Two cases in particular were cited, where it was decided upon similar terms in a marriage settlement, that such words covered a reversionary interest which falls into possession during coverture, and would be protected by such a covenant. These cases (*Archer* v. *Kelly*, and *Clinton's Trusts*, *sup.*), were decided by Kindersley, and their decisions seem to apply to this section of the Act. Although at first the property seemed to me to be unprotected by the statute, I have been so much influenced by the able argument of Mr. McCall, that after conferring with Mr. Justice Quain, I think the case comes within the protection of the statute. On this ground, therefore, the rule will be made absolute for a new trial. I make no order as to costs.

(*a*) A short report of this case appeared last week.

THE QUALIFICATIONS OF SPECIAL JURORS.

MR. ERLE writes to the *Law Magazine*:—

The proper qualification of special jurors for the City of London is one of the first and most serious questions which must necessarily engage the consideration of the framer of any measure intended to affect the law relating to juries, and on the preparation of the bill of last session, the attention of the then Attorney-General was carefully directed to the matter. The point is one of some difficulty, since no criterion of the possession of intelligence and good judgment can be fixed by Act of Parliament, nor can a peculiar degree of knowledge of commercial matters, such as is supposed to be wanted to give a Guildhall special juror a proper aptitude for his duty be ascribed as a certainty to any man, except as a consequence of his following some avocation which compels the acquisition of such knowledge. But it will be found by experiment that it is, in practice, quite impossible to particularise specific callings as necessarily rendering those who pursue them desirable as special jurors in the city. To take one case only, out of a great number, as an example. Men who are described simply as "agents," take, as is well-known, a very important part indeed in mercantile transactions. But the profession of men styling themselves agents, extends from the members of a most respectable and wealthy class down to persons living from hand to mouth on their wits, and ready, like a *Græculus esuriens*, to do anything in the world for a shilling.

In default, then, of any available test which could be founded on a man's profession of his fitness to be a special juror, and the old formula of "banker, merchant, or Esquire," having proved to be little better than useless, it was thought necessary, in framing the Juries Bill, to propose, as has been already stated, that the qualification of special jurors should be constituted by rating or rental only. It is not, of course, for a moment denied that rating or rental supplies but a very imperfect indication of a man's capacity for serving as an effective special juror. Still, these tests, rough as they are, afford some evidence, however inconclusive, of vigorous and successful habits of business, or at any rate of the prosecution of some substantial calling, or of the possession of some such means and position in life as are generally found to be accompanied by a certain degree of education, and they may, therefore, be at least preferred to the caprice, or opinion, or, as will certainly be suspected, the favour dependent on occult considerations, of the framers (in many cases very ignorant people) of the jury lists, which are probably the very worst "fancy" qualifications which could possibly be invented. It may very reasonably be doubted whether there is any sufficient foundation for the common assumption that causes involving questions relating to peculiar interests, as, for example, shipping cases, cannot be satisfactorily tried except by special juries composed of men who are practically familiar with such matters. Probably, a mixed assembly containing men of business of various occupations, and thus free, as a body, from the bias or contracted opinion which may, unsuspectedly, sway the members of any particular trade or clique, is the best tribunal for the trial of any issue of fact, whether the dispute be on a mercantile or any other transaction.

The Act of 1870, besides enlarging the standard of qualification of special jurors, introduced also two material alterations in the mode of summoning. It is necessary to speak of these, since they have acquired some relation to the subject of the qualification of special jurors.

The first of these was the abolition, as far as all ordinary practice is concerned, of the system of summoning a separate special jury for the trial of each particular cause; a system which had been fully shown to involve, without any adequate degree of compensating advantage, the vices of unnecessary inconvenience and expence in all their most aggravated forms. It substituted a general panel of jurors to serve for a certain limited period, and available to try all the causes which may happen to come on for hearing during that period.

The second of the main alterations introduced by the act in question in the mode of summoning juries was in fact a declaratory statement of the existing law, and an injunction that it should be better observed, rather than the initiation of any new practice. For it required sheriffs and their representatives to do what was, and always had been, their duty by summoning special as well as common jurors for service on common juries.

It has been alleged that the quality of special juries, especially in the city of London, has latterly deteriorated. Now, since it is plain that this fact, if such it be, cannot possibly be attributable to the system of promiscuous summoning just referred to, which has affected common juries only, a supposition has been sometimes expressed that it must necessarily be due either to the enlargement of the standard of qualification, or to the new method, just now described, of summoning special juries; that is to say, by general panels instead of by a separate panel for each particular case. But the truth will be found to be that the system of summoning which is pursued in the city of London, and which, in its principle, is also followed to a greater or less extent in many of the English counties, precludes the forming of any dependable conclusion as to the quality of the special jurors' list taken as a whole. This will be understood on a statement of what that system is. To describe it in the shape in which it is found in the City. The secondary, with whom the duty of summoning jurors rests, does not at any time, when called upon to discharge this function, resort to any general list of jurors supplied from the whole area of the City, but lays the 28 wards into which the City is divided successively under contribution. His plan, as it has been given in evidence, is to "work," to use a common expression, two wards at a time, taking half the special, and half the common jurors who may be wanted at the moment, from each of these wards; and after exhausting the lists of these two districts, to treat two other wards, the next in geographical sequence, in the same manner. In actual practice, this scheme of summoning would not seem to be always quite strictly adhered to, since the result which is witnessed is that of jurors brought from even a still narrower field than would be covered by the arrangement just described. For it will be seen on inspecting the lists of special jurors supplied to any of the Superior Courts for its sittings at Guildhall, that in many instances the whole, or nearly the whole, of the men whose names appear or any particular panel are drawn from some single, and frequently very small, locality. Last year one of the panels which was furnished to the Court of Common Pleas, was almost equivalent to a column of the directory under either of the headings, "Woolbrokers," or "East India Avenue." The jurors' list is made out by streets, and not according to the alphabetical order of the names, so that in the natural course of things a summoning officer, when dispatched on a professional excursion, has to net his prey by proceeding along some series of contiguous houses. This system of summoning has prevailed for a great many years past, and was handed down to, and not introduced by, the present secondary. It is unquestionably a bad one, combining, as it is so well calculated to do, the maximum of public inconvenience with the minimum of expediency as regards the jury box. Each trade or business, as is well known, is concentrated in some particular locality in the city. The district which takes in a part of the Bank and of the Royal Exchange, in the Broad-street ward, is largely occupied by stockbrokers, and dealers in stocks and shares of all descriptions. The head quarters of corn merchants are in Mark-lane, and those of sugar brokers in Mincing-lane, both of which streets, or the greater part of each, are in Tower ward. Tower-street, with its wine merchants, is in the same ward. Fruit merchants are thickly settled in the adjoining ward, that of Billingsgate. Each leading business, in short, which is followed in the City, has, generally speaking, its own local habitation, or, at any rate, a local nucleus which is its centre of vitality. The area of each ward being, roughly

speaking, not more than about one twenty-eighth of a square mile, the effect of its being fastened upon for jurors is partially to depopulate it for the time being, and the trades carried on within it are, on such occasions, more or less paralysed, the bulk of those who conduct them being carried into captivity at Guildhall. The juries also, which are thus collected, are not so completely efficient for the purposes of justice as they would be if composed of men familiar, taking them altogether, with a greater variety of occupations, and thus less liable, as a body, to be affected by any of the narrowing influences or feelings which are sometimes found to prevail in particular circumscribed localities, or among the members of limited communities. In view also of the well known natural tendency which leads some men who, although of sound intelligence, are of so diffident or pliant a disposition as to surrender their whole independence of understanding to an inveterate habit of submitting their own opinion to the control of such of their neighbours as may happen to possess a more robust decisiveness of judgment or a spirit of more active self-assertion, it is better that the members of any given jury should come from several different districts, rather than from one only, since in the latter case they would be likely to be all more or less personally known to one another, and some of them might exercise an undue ascendancy over the rest.

It is obvious that the quality of juries must, under the system which has been described, vary extremely according to the spots from which they may happen to have been taken. The Aldgate, Langbourne, and Tower Wards probably supply the best jurors, and those of Farringdon Without and Cripplegate Without, which are largely occupied by retail tradesmen, the worst. A short time ago, in the result of the arrangements which are pursued at the Secondary's Office, the common jury panel of forty-eight jurors, which served throughout the after-term sittings in the Court of Common Pleas at Guildhall was exclusively composed of men qualified as special jurors, and several of the most considerable names in the City were noticeable on it. The special jury panel, which was provided for the same court for the same period, was of a very inferior quality to that of the common jury. A reasonable complaint was made of the composition of the special jury panel, but could the two panels have been interchanged, no ground for adverse observation could have arisen. Application was made not long since to the Court of Common Pleas by Sir John Karslake for a new trial of a cause which had been heard at Guildhall, on the ground that the special jury which had tried the case had not consisted of such elements as to possess even any moderate degree of capacity for dealing with a mercantile question in a satisfactory manner. It may quite confidently be assumed that in the case just referred to the state of circumstances which apparently with much justice, formed the subject of complaint, arose from the accident that some infelicitous vein of special jurors had been struck by the summoning officer, and that the yield thence obtained was untempered by the admixture with it of the product of any sounder mine. It is a matter of simple arithmetical demonstration that if the entire City, and not merely some one, or two, small precinct, or precincts, within its area were to be taken as the recruiting field on all occasions when jurors are demanded, a special jury of so poor a quality as that which incurred the observation of Sir John Karslake could not ever, according to all the distinct arithmetical conditions of probability, have existence.

It will thus be seen that no reliable judgment can be formed from any single example as to the result of any given standard of qualification until it has been ascertained whether the sheriff who has supplied the panel summons at all times from the whole body of the county, whether corporate or at large, for which he acts, or whether, under some private arrangements of his own devising, he draws upon limited portions of it only. Ample provision was made by the Juries Bill against the summoning by sheriffs on various independent systems of their own, of which the public has no knowledge whatever, and founded on their own caprice, convenience, or notions of expediency, by imposing on them under penalties, easily recoverable, the observance of a rota. The objection that the system which is, as has been described, followed in the City of summoning the inhabitants of a whole street at a time, economises the distance to be traversed by the summoning officer, would have been fully met by the provision of the Juries Bill, which required that all summoning should be by post, under certain prescribed arrangements. The direction to summon, by post only, secures other advantages also, among which may be mentioned that it precludes, in the sole way probably in which this can be insured, all attempts to corrupt summoning officers, and it thus relieves such officers from the imputations and suspicions of bribery to which they are now exposed.

It was proposed by the Juries Bill that in the City of London the managing directors of public companies carrying on their business within the City should be made liable to serve there as special jurors. In the absence of any express provision for bringing such officers within the scope of the Act, by enduing them with an *ex officio* qualification, they would as now, being neither rated nor paying rent, nor being, in any sufficiently full legal sense, occupiers of premises, escape service. The propriety of this measure will scarcely be questioned when it has been mentioned that there are nearly 1500 of such companies holding premises in the City, and constantly using the courts as litigants, and since mercantile business is passing in a constantly increasing degree into the hands of companies, the burden of service on juries at Guildhall, which is now thrown on private traders only, would become more and more oppressive and unfair if the present total exemption of all the representatives of companies were to continue. The very moderate proposal of the Juries Bill was materially enlarged by the House of Commons by extending its terms so far as to reach, not the managing director or manager only, but every director of every public company carrying on its business within the City. Some remonstrance or protest on the part of directors who have no semblance of actual occupation in their own persons of premises in the City, and who are only bound to attend occasionally at their respective offices, may probably be anticipated if the proposal to make them liable to serve as special jurors for the City should at any future time pass into law.

HEIRS-AT-LAW AND NEXT OF KIN.

CROUCH (Wm.), Queen's Head, 12, Whitecross-street, London, publican, next-of-kin to come in by March 13, at the chambers of the M. R., April 16, at the said chambers at a quarter-past one o'clock, is the time appointed for hearing and adjudicating upon such claims.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

CREED (Geo.), Charlton, Musgrave, Somerset, gentleman, one dividend on the sum of £1606 12s. 4d. New Three per Cent. Annuities. Claimant Wm. Perry, one of the executors of Geo. Creed, deceased.

MORSHEAD (Caroline Mary), Richmond, Surrey, spinster, £2014 2s. 10d. Three Per Cent. Annuities. Claimants Sir Warwick Chas. Morshead, Bart., surviving executor of Caroline Mary Morshead, spinster, deceased.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

CALLIARD'S MANUFACTURING COMPANY (LIMITED.) Creditors to send in by March 13, their names and addresses and the particulars of their claims, and the names and addresses of their solicitors (if any) to Jas. Taylor, Rochdale, the official liquidator of the said Company. March 27, at the chambers of the M. R., at eleven o'clock is the time appointed for hearing and adjudicating upon such claims.

CREDITORS UNDER ESTATES IN CHANCERY.

Last Day of Proof.

ATMORE (Michael), Kirstead, Norfolk, farmer. March 10; F. Fox, solicitor, Norwich. March 23; V.C. H., at one o'clock.

BUSS (Edwd.), Ham Farm, Lexham, Kent, farmer. March 16; Edward Norwood, solicitor, Charing, Kent. March 20; V.C. H., at two o'clock.

DELBRIDGE (John), Gwinear, Cornwall, farmer. March 11; Frederick V. Hill, solicitor, Helston, Cornwall. March 25; M.R., at eleven o'clock.

DUNCOMBE (Wm.), 102, Gloucester-crescent, Westbourne-park, Middlesex, job master. March 20; Robert A. Kelley, solicitor, 38, Great James-street, Bedford-row, Middlesex. March 27; V.C. M., at twelve o'clock.

FOSTER (Laura), Stubbington House, Crofton, Southampton, and of Matlock Bath, widow. March 5; N. Donnithorne, solicitor, Fareham, Southampton. March 12; V.C. M., at twelve o'clock.

FOSTER (Rev. Wm.), Stubbington House, Crofton, Southampton. March 5; N. Donnithorne, solicitor, Fareham. March 12; V.C. M., at twelve o'clock.

HEWITT (Jonas B.), 18, Wood Vale, Forest-hill, Surrey, journalist. March 12; Wm. M. Spencer, solicitor, 8, Gray's-inn-square, London. March 23; V.C. M. at twelve o'clock.

HUDSON (Wm.), Walworth, Surrey, gentleman. March 28; W. Overbury, solicitor, Norwich. April 13; M.R. at twelve o'clock.

HUGHES (Richard), Morden Lodge, Morden, Surrey, Esq. March 22; Bolton, Robbins, and Busk, solicitors, 1, Newsquare, Lincoln's-inn, London. March 31; M.R. at twelve o'clock.

JOHNSON (John), jun., Newton-le-Willows, York, farmer. March 20; John Teale, solicitor, Leyburn, Bedale, York. March 30; M.R., at twelve o'clock.

SHEPPARD (Henry), West Camel, Somerset, yeoman. March 16; Geo. Tuson, solicitor, Ilchester. March 31; M.R., at twelve o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

BARTLEY (Henry J.), 30, Somerset-street, Portman-square, Middlesex, and of 19, Abbey-place, St. John's-wood, Middlesex; and also 4, Nelson-crescent, Ramsgate, Kent, gentleman. April 10; Bartley and Co., solicitors, 30, Somerset-street, Portman-square, Middlesex.

BISHOP (John), 38, Bernard-street, Russell-square, Middlesex, Esq., F.R.S. March 25; J. F. White, solicitor, 31, Guilford-street, London.

BOLTON (Clara), 7, Old Bond-street, Middlesex, widow. March 25; Bowen May, 67, Russell square, London.

BOOTH (Henry), Victoria-road, Surbiton, Surrey, corn merchant. March 2; T. Donnithorne, solicitor, 30, Gracechurch-street, London.

BOTTON (Elizabeth A.), Fetcham, Surrey, widow. March 17; Wm. A. Everest, solicitor, Epsom.

BRAHAM (Elizabeth), 18, Litchfield-terrace, St. John's Wood, Middlesex, widow. March 31; Barnard and Harris, solicitors, 12, Finsbury-circus, London, E.C.

BRIGSTOCKE (Rev. Thos.), B.D., Incumbent of St. Katherine's, Milford, Pembroke. April 20; Bootys and Bagliffe, solicitors, 1, Raymond-buildings, Gray's-inn, London.

BROWN (Richard), Luton, Beds, timber merchant. April 4; Hollams and Co., solicitors, Mincing-lane, London.

BROWNE (Richard), Stromtrees Hall, Bishops Frome, Hereford, Esq. May 1; Wm. West, solicitor, Bromyard.

BUTLER (Thomas), St. Ann's Villa, Burley, near Leeds, ironmaster. April 1; Weddall and Parker, solicitors, Selby.

CLARK (Susannah), formerly of Vigo-street, Regent-street, and late of 127, Abbey-road, St. John's-wood, Middlesex, widow. April 12; J. Wills, solicitor, 53, Carter-lane, Doctor's-commons, London.

CLIFFORD (Right Hon. Sophia, Baroness de), Kirkby Mallory, near Hinckley, Leicester, and of 3, Carlton House-terrace, Middlesex, and also of Dalgan Park, near Shrule, co. Mayo, Ireland, widow. April 13; Wing and Du Cane, solicitors, 1, Gray's-inn-square, London, W.C.

COHEN (Justina), 41, Queen's-gardens, Middlesex, widow. March 19; Dawes and Sons, solicitors, 9, Angel-court, Throgmorton-street, London.

DINNING (Henry), 45, Duke-street, St. James-square, Middlesex, East India United Service Club, St. James-square, Middlesex, a Brevet Colonel in H.M.'s Bengall Staff Corps. March 14; E. W. Cross, solicitor, 4, Bell-yard, Doctors'-commons, London.

DUNDERDALE (Thos.), Horseshoe Inn, Church-street, Preston, innkeeper. March 9; R. W. and A. Ascroft, solicitors, 4, Cannon-street Preston.

DYKE (Rev. Henry), Greatworth, Northamptop. March 12th; Weston and Barnes, solicitors, Brackley, Northampton.

GABLE (John), formerly of West View, Bickley, Kent, and late of Lubbock-road, Chislehurst, Esq. March 20; Beachcroft and Thompson, solicitors, 18, King's-road, Bedford-row, London.

GREEN (St. John), formerly a Lieut. in H.M.'s 8th Regt. of L. I., but late of Bedford, Esq. May 30; Jas. Pearse, solicitor, Bedford.

HENDERSON (John), Ambie, Northumberland, fish curer. April 1; Allan and Davies, solicitors, 23, Grainger-street, Newcastle-upon-Tyne.

HODGSON (John), late of Walmgate, York, innkeeper, and of Topcliffe Park, York, farmer. April 6; Geo. Crambie, solicitor, 46, Stonegate, York.

HOLLYMAN (Wm.), Clevedon, Somerset, butcher. March 25; H. Woodford, solicitor, Clevedon.

HUESTON (John), formerly of 39, Leman-street, Whitechapel, then of 36, Moyston-road, Addington-road, Bow, Middlesex, gentleman. March 20; J. M. Bernard, solicitor, 19, White Lion-street, Norton Folgate, London.

HUMM (Matthew), 8, Peveril-street, Battersea, Surrey, tailor. April 13; Bootys and Bayliffe, solicitors, Raymond-buildings, Gray's-inn, Middlesex.

HUNTER (Patrick), Boden, Salop, and of Liverpool, Esq. March 2; Laces and Co., solicitors, 1, Union-court, Liverpool.

JENYNS (Soame Gambier), formerly Colonel of the 13th Hussars, and late of 49, Redcliffe-gardens, Middlesex, Colonel in Her Majesty's army, Assistant Adjutant-General at head-quarters, C.B. May 13; Walters and Co., solicitors, 9, Lincoln's-inn, London.

KELHAM (Chas. B.), 79, The Grove, Camberwell, Surrey, colonial broker. March 31; Charles R. Kelham, 79, The Grove, Camberwell, Surrey.

KINGHORN (Margaret J.), 36, Lorrimore-square, Walworth, Surrey, spinster. April 21; E. Byrne, solicitor, 3, Whitehall-place, Westminster, Middlesex.

KEEN (Wm.), Northmoor, Oxon, gentleman. March 25 Wm H. Walsh, solicitor, 16, New-inn, Hall-street, Oxford.

LAMBE (Augusta M.), Hendon, Middlesex, spinster. March 10; Harting and Son, solicitors, 24, Lincoln's-inn-fields, Middlesex.

MACGREGOR (Walter F.), Liverpool, engineer. March 31; Pears and Co., solicitors, 3, Harrington-street, Liverpool.

MARKHAM (Arthur B.), Northampton, attorney-at-law. April 6; Messrs. Markham, solicitors, Northampton.

MATTRISS (Geo.), Bristol, confectioner. May 1; Whittington, solicitor, 14, Small-street, Bristol.

PIERCE (Mary A.), formerly of the "Yorkshire Grey" public-house, London-street, Middlesex, late of 2, Brunswick-villas, Wood-street, Barnet, widow. March 15; E. J. Layton, solicitor, 2, Suffolk-lane, Cannon-street, London, E.C.

RAMSEY (Nathan), 123, Sloane-street, Chelsea, Middlesex, butler. March 28; E. Pope, solicitor, 12, Gray's Inn-square, London.

REEVE (John), 113, Oxford-street, Reading, Berks, gentleman. March 25; Satchell and Chapple, solicitors, 6, Queen-street, Cheapside, London.

ROBERTS (John), Hempnall, Norfolk, woodman. March 28; Hotson and Furness, solicitors, Long Stratton, Norfolk.

SANDERS (Wm.), Chesterfield, fruiterer. April 4; John Cutts, solicitor, New-square Chesterfield.

SKULL (Edwin), High Wycombe, Bucks, chair manufacturer. March 31; Keziah Skull, Frogmore-street, High Wycombe.

SMITH (Walter), 22, West Parade, Newcastle-upon-Tyne, gentleman. April 4; Hoyle and Co., solicitors, 20, Collingwood-street, Newcastle-upon-Tyne.

STRAITON (Alexander), 45, Knight Rider-street, London, watch and clock maker. Aug. 13; Ingledew, Ince, and Greening, solicitors, St. Benet-chambers, Fenchurch-street, London.

SWAIT (James), Charlton, Andover, gentleman. March 13; John Smith, solicitor, High-street, Andover.

TOMPKINS (John), Brill, Bucks, farmer. March 28; J. and T. Parrott, solicitors, Aylesbury.

YATES (Joseph), formerly of Clarence-street, and late of St. Mark's, Cheltenham, china and glass dealer. March 25; W. Jessop, solicitor, Cheltenham.

REPORTS OF SALES.

Thursday, Feb. 19.

By Messrs. NEWBON and HARDING, at the Mart.

Waterloo-road—Nos. 25 and 27, term 35 years—sold for £790.
Hornsey—Nos. 4 and 5, Rose-villas, freehold—sold for £745.
Upper Holloway—No. 48, Junction-road, freehold—sold for £550.
No. 37, Gloucester-road, term 78 years—sold for £235.
Barnsbury—No. 14, Huntingdon-street, term 95 years—sold for £495.

By Mr. H. E. MURRELL.

Upper Holloway—Nos. 1, 3, 5, and 7, Davenant-road, term 84 years—sold for £1105.
Lisson-grove—No. 15, William-street, term 17 years—sold for £115.
Portland-town—Nos. 6 and 7, Townshend-cottages, term 44 years—sold for £280.
Kilburn—Freehold ground-rent of £33 14s.—sold for £915.
A ditto of £1 18s. per annum—sold for £45.

To Correspondents.

A CONSTANT READER.—(1) "An Articled Clerk" ought to serve his principal in the way suggested. It is not likely that anything in the articles of clerkship entitle the clerk to refuse to do so; but read the articles. (2) As regards working after office hours, the principal can fix his own office hours from time to time, and unless unreasonable the clerk must conform to them. The clerk is not obliged to work as suggested on Sundays.—ED. SOLS.' DEPT.

A. B.—The advertisement headed "Who's your Lawyer?" which you take from the *South Wales Daily News*, has so often been exposed in this journal that we feel its reproduction will serve no good purpose. No doubt the so-called law agents are contravening the 32nd section of the Attorneys Act 1843, it is a matter for the Incorporated Law Society to deal with.—ED. SOLS.' DEPT.

No less than fifty-seven members of the Bar (in addition to those who at the recent election gained admission to the House of Commons as parliamentary representatives), sought election, and were defeated or withdrew. This, with the 107 in the House, makes 164 who sought to enter it.

MR. J. A. FREEMAN, of Brighton, has been appointed town clerk of that town. He was admitted an attorney in Hilary Term 1852. The town council marked their appreciation of the services of Mr. Black, the late town clerk, by passing a very flattering resolution.

Mr. C. K. FRESHFIELD, M.P. for Dover, was admitted an attorney in Easter Term 1834. He had previously sat in Parliament, and was formerly solicitor to the Bank of England, one of the most responsible posts that it could possibly fall to the lot of a member of either branch of the Profession to fill.

MAGISTRATES' LAW.

NOTES OF NEW DECISIONS.

BASTARDY—APPLICATION—HEARING OF SUMMONS—CONSTRUCTION OF RATE.—The mother of a bastard child signed a form of application for a summons against the putative father containing the words "who saith that she hath been delivered of a bastard child since the passing of the Bastardy Laws Amendment Act 1872." When the summons came on to be heard, objection was taken by the defendant that the child was born before the passing of the Act; the mother was sworn and admitted this was so, and the justices dismissed the summons. Upon another summons, reciting the same application but without the mistake therein, justices made an order of 2s. 6d. a week against the defendant. Held, upon *certiorari*, that the dismissal of the first summons was not such a hearing as to exhaust the application; and that the order upon the second summons was within the justices' jurisdiction: (*R.* v. *The Justices of Lancashire*, 29 L. T. Rep. N. S. 886. Q.B.)

DEBTORS' ACT 1869, s. 15, SUB-SECT. 5—FRAUDULENT REMOVAL OF PROPERTY BY DEBTOR—ASSIGNMENT BEFORE LIQUIDATION.—A debtor on the 17th Oct. 1873 filed his petition for the liquidation of his affairs by arrangement, and a trustee was duly appointed. In Dec. 1872 he had assigned his property to L. and W., to whom he was indebted (L. having then advanced a further sum of £350 for the purpose of enabling the business to be carried on), upon trust, for the benefit of L. and W. and his scheduled creditors. There were other creditors than those scheduled. On the 14th, 16th, and 17th Oct. 1873, the debtor fraudulently removed portions of the property so assigned to L. and W., and in respect of these removals, he was indicted under the Debtors' Act 1869, s. 11, sub-sect. 5, for having, within four months next before the commencement of the liquidation of his affairs, fraudulently removed part of his property, of the value of £10 and upwards: Held that the offence was not proved, for the property was not his at the time of removal, but that of L. and W., the trustees under the assignment. Secondly, that the assignment required to be registered under the Bills of Sale Act, 17 & 18 Vict. c. 36, and was inoperative against the trustee under the liquidation: (*Reg.* v. *Creese*, 29 L. T. Rep. N. S. 897. Cr. Cas. Res.)

CHIEF CLERK TO THE LORD MAYOR.

ON Tuesday, at a meeting of the magistrates of the City of London, held at the Mansion House, the Lord Mayor presiding, the Court, pursuant to notice, proceeded with the further consideration of a report of their General Purposes Committee on the reference of the 20th Jan. last relative to the duties and emoluments of the Chief Clerk to the Lord Mayor, and recommending that the salary of the office be £1000, and that the payments for copies of depositions should no longer form part of the emoluments of the Chief Clerk; also that the committee be authorised to advertise for candidates for the office. Sir Benjamin Phillips now moved that the report of the committee be approved and adopted. To that Mr. Alderman Sidney objected, holding that £1000 a year was an extraordinary leap from £300, the salary of which the late Chief Clerk was in receipt on his first being appointed Assistant Clerk in the justice room. He moved, as an amendment, that the report of the committee be adopted, with the modification that £750 be substituted for £1000. The amendment was seconded by Mr. Alderman Allen, who took occasion to remind the court that, although Mr. Oke was originally in the receipt of £300 a year as Assistant Clerk, he was in due time paid £900 as Chief Clerk. Mr. Alderman Figgins said up to that time he had supported the motion for the increased stipend in connection with the office of Chief Clerk, believing it to be the duty of the court to maintain the high standard in the administration of justice with which the Mansion House justice room had been long associated, but when he saw the class of candidates who were presenting themselves for election he thought £1000 a year was a great deal too much, some of them having been junior clerks at salaries of between £200 and £300 a year. He submitted that even £750 was too much. Alderman Sir Thomas Gabriel, replying to Mr. Alderman Figgins, said, with much emphasis, knowing well the onerous and responsible duties which devolved on the Chief Clerk to the Lord Mayor, he hoped the selection would be made from no such class as that to which Mr. Alderman Figgins had referred. It occurred to Sir Thomas that a rational way of solving the matter was to resolve that, instead of making the salary £1000 a year, it should not exceed £1000. That would give the Court of Aldermen a discretion in the matter; and if they got a man for the office worth £1000 a year, well and good; but if not they could hold their hand. Mr. Alderman Sidney, as the mover of the amendment, said he had no objection to adopt the suggestion of Sir Thomas Gabriel by inserting in the amendment that the stipend should not exceed £1000. Mr. Alderman Stone said he had no doubt they would find a man in all respects competent to discharge the duties of the office for £1000 a year, and well worth the money. He thought Mr. Alderman Figgins was in error as to the class of men who were soliciting the office. The court had not yet advertised for candidates. He submitted that if they made it a condition that none but members of the legal profession should be eligible, they would find no difficulty in electing a suitable man. He thought the salary should not be less than £800 a year, if they did not give £1000 a year eventually. He suggested that there should be a reference back to the committee that the salary should not be less than £800, but should be increased to £1000 if the committee should think fit. This suggestion was supported and enforced by Mr. Alderman Cotton, M.P., who held that £1000 a year was none too much to enable a man in such a responsible position to live as a gentleman, and that Mr. Alderman Figgins had been a little wrong in his premises, seeing that the Court of Aldermen had never given it out that the salary was to be £1000. The motion for that sum as the salary was also warmly supported by Sir Thomas White. Alderman Sir Benjamin Phillips explained that the matter had been well discussed by the committee, who were of opinion that, if an eminent man could be obtained, a salary of £1000 a year would not be too much, the duties of Chief Clerk at the Mansion-house, as they all knew, being very onerous, and requiring a thoroughly able man for their satisfactory discharge. The only question with the committee was whether a proper man could be obtained for £1000 a year. He was sorry Mr. Alderman Figgins had to some extent prejudiced the matter. The duty of the court clearly was to avoid appointing an inferior man, and to bid for a thoroughly good one. He was willing so to amend his motion that the minimum salary might be £800, and not exceed £1000. Eventually the motion was adopted in that form. Mr. Alderman Stone then suggested that it be an instruction to the committee to select the candidates from the legal profession, submitting that, to fill such an office worthily, the Chief Clerk should be a man of position and education, and capable of holding his own. The suggestion was supported by Mr. Alderman Gibbons, who argued that, if they could not find in the legal profession a gentleman competent to perform the duties, they were not likely to meet with him out of it. The motion for confining the selection to the legal profession was agreed to, and the court adjourned.

COMPANY LAW.

NOTES OF NEW DECISIONS.

PRACTICE—PETITION—CONSENT.—A petition to wind-up a company will, for the future, be called on in its turn in the list of petitions, instead of being treated, as heretofore, as an opposed petition: and if, when the petition is called on, the company appear and consent, and no one appears to oppose, the petition will be taken as unopposed, and the order made thereon accordingly: (*Re Bedway, &c. Coal Company*, 29 L. T. Rep. N. S. 828. V.C. M.)

EVIDENCE OF NEGLIGENCE—CROSSING OF LINE BY PERMITTED TRESPASS—WHETHER ANY WARNING NEED BE GIVEN TO PERMITTED TRESPASSERS.—The defendants drove trains over a line belonging to a dock company, and running between the dock and a public promenade. The public were allowed to cross the line at all points, but there was one regular crossing where they more usually crossed. The plaintiff crossed the line at a point some distance from the regular crossing, and was knocked down and injured by a train of the defendants' driven at four miles an hour. There was a short curve at the spot, but no whistle or other warning was given by the defendants. Held, no evidence of negligence to go to the jury, and a rule to set aside a nonsuit discharged: (*Harrison* v. *The North-Eastern Railway Company*, 29, L. T. Rep. N. S. 845. Ex.).

WINDING-UP—COMPROMISE OF ACTION—CREDITING SHARES OF THIRD PARTY AS FULLY PAID UP.—An action having been brought by W. against the company, a compromise, which was made a rule of court, was agreed upon, whereby the company were to pay £3200 to W., and to credit certain shares held by F., with a sum which would make them fully paid up. Certificates of the shares as fully paid up were given to F., and they were marked in the books of the company as such. Shortly afterwards the company was ordered to be wound-up. Held, that the crediting F.'s shares under the terms of the compromise with W. was a payment in cash within the meaning of the 25th section of the Companies Act 1867: (*Ferrao's Case*, 20 L. T. Rep. N. S. 876. V.C. B.).

CONTRIBUTORY—TRANSFER OF SHARES BY A MORTGAGEE TO HIS SERVANT.—By the direction of P. certain shares in a company, of which he was mortgagee, were transferred into the name of E., one of his servants. The company was ordered to be wound-up and a return of capital had been made to the shareholders. E. duly accounted to P. for the moneys received by her in the winding-up. Notice of a further return of capital had been given, and E. now claimed to be absolutely entitled to the shares, on the ground that the transfer to her was made in fraud of the company, in order that P. might escape all liability in respect of the shares. On bill filed by P., held, that the transfer was not frandulent, and that E. was a trustee of the shares for P.: (*Colquhoun* v. *Courtney*, 29 L. T. Rep. N. S. 887. M. R.)

RAILWAY COMPANY—AGREEMENT TO BUILD A STATION—SPECIFIC PERFORMANCE.—In consideration that W. would withdraw his opposition to a Bill before Parliament for the construction of a railway, the promoters agreed with W. to erect "a station" on his land. W. accordingly withdrew his opposition, and the Bill was duly passed. The company subsequently, while admitting themselves bound by the agreement, refused to build the station. On a bill filed by W. for specific performance of the agreement, Held, that the agreement was too vague in its terms to enable the court to make a decree for specific performance, but an inquiry was directed as to compensation to which W. was entitled, and the company were ordered to pay all the costs: (*Wilson* v. *The Northampton and Banbury Railway Company*, 29 L. T. Rep. N. S. 879. V.C. B.)

WINDING-UP — CREDITOR'S PETITION — PRACTICE. — A creditor who has presented a petition for winding-up a company is *dominus litis*, and is therefore entitled at the hearing to have his petition dismissed upon payment of the costs of all parties, including the costs of a creditor who appeared, although he had notice that the petitioner intended to have the petition dismissed: (*Re The Hereford &c., Engineering Co.*, 29 L. T. Rep. N. S. 881. V.C. B.)

AGREEMENT OF COMPANY TO ASSIGN PROPERTY—ULTRA VIRES—COMPANIES ACT 1862.—The directors of a limited company agreed to assign the property and goodwill of the company to A., who was to use his best endeavours to form a new company. The agreement did not bind A. to form a new company, or state anything as to its proposed name, capital, or shares. B., a shareholder, gave notice of his objection to the proposed transfer, but resolutions were passed confirming the agreement, and for winding-up the company voluntarily. The resolutions for winding-up the company were subsequently abandoned. Held, on bill filed by B. against the directors and the company, that the agreement with A. and the resolution confirming it were *ultra vires*, and that the plaintiff was entitled to an injunction restraining the transfer to A.: (*Bird* v. *Bird's, &c., Sewage Co.*, 29 L. T. Rep. N. S. 881. V.C. B.)

RAILWAY — NEGLIGENCE — INVITATION TO ALIGHT—SEASON TICKET HOLDER—CONTRIBUTORY NEGLIGENCE.—Where, upon the approach of a train to a station the name of the station is called out by the officials of the company, and the train overruns the platform and comes to a final stop, and no warning is given to the passengers, and no attempt made to back the train, held sufficient evidence of negligence on the part of the company to be left to a jury. If a passenger gets out after the train has stopped, and is injured by falling where there is no platform, the fact that it was so dark where the plaintiff alighted that he could not see the platform is not necessarily proof of contributory negligence on his part, the other facts having happened: (*Wellen* v. *The London, Brighton, and South Coast Railway*, 29 L. T. Rep. N. S. 888. C. P.)

REAL PROPERTY AND CONVEYANCING.

NOTES OF NEW DECISIONS.

PRACTICE—SUIT BY MORTGAGEES FOR SALE AND GENERAL ADMINISTRATION OF TESTATOR'S ESTATE—COSTS.—A legal mortgagee who institutes a suit for the sale of the mortgaged property, and for the general administration of the mortgagor's estate, is entitled to have the amount of his principal, interest, and costs, paid out of the proceeds of the sale of other mortgaged property in priority to the costs of the suit: (*Pinchard v. Fellows*, 29 L. T. Rep. N. S. 882. V.C. B.)

WILL—CONSTRUCTION—ELECTION.—A testatrix advanced £900 to M. on an assignment by him of a covenant by F. to transfer to M. £1000 stock, and to pay interest at £5 per cent. By her will she gave F. £3000, and all sums due to her by him, and directed her executors not to require payment of the £900 due from M., but out of the £3000 given to F. to retain enough to purchase £1000 stock, in satisfaction of the covenant by F., and to pay the surplus thereof beyond the £900 and interest to M. F. having predeceased her, she by her codicil directed the £3000 to form part of her residuary estate, but directed her executors not to call on F.'s representatives for payment, or transfer of the £1000 stock, nor to enforce payment by M. of the £900. A special case having been filed, in order to ascertain the rights of the defendant M., and the representative of F., Lord Justice James (sitting for Vice-Chancellor Wickens) decided that M. was not at liberty to enforce against F.'s estate, the covenant to transfer the £1000 stock. Held, on appeal, that the decision of the court below was correct, except as to the trifling difference between the £900 and the value of the £1000 stock (£10 12s. 6d.) the payment of which M. was at liberty to enforce against F.'s estate: (*Synge v. Synge*, 29 L. T. Rep. 855. Ch.)

MARITIME LAW.

SPECIMENS OF A CODE OF MARINE INSURANCE LAW.

By F. O. CRUMP, Barrister-at-Law.

(*Continued from p. 219.*)

PERILS OF THE SEA.

Definition.

PERILS of the sea embrace all kinds of marine casualties, such as shipwreck, foundering, stranding, &c., and every species of damage to the ship or goods at sea by the violent and immediate action of winds and waves, not comprehended in the ordinary wear and tear of the voyage, or directly referable to the acts and negligence of the assured as its proximate cause.

Arn. 4th edit. 681; Ph. sect. 1099.

Element of Negligence.

Although negligence may be the remote cause of the loss, yet if the perils of the sea be the proximate cause the loss may be recovered:

Davidson v. Burnand, L. Rep. 8 C. P. 117. (A discharge pipe left open and by loading brought below the water line); *Heyman v. Parish*, 2 Camp. 149; *Everth v. Hannam*, 2 Marsh. Rep. 74; 6 Taunt. 375; *Blyth v. Shepherd*, 9 M. & W. 763, to be considered overruled; *Buller v. Fisher*, 3 Esp. 67; *Hodgson v. Malcolm*, 2 B. & P., N. S. 339.

If the negligence of agents of assured in allowing a ship to be condemned and broken up when she might have been repaired brought about condemnation the underwriters are not liable:

Tanner v. Bennett, Ry. & M. 182.

Examples of what are Losses by Perils of the Sea.

Foundering at sea proximately caused by the fury of storms and tempests.

Shipwreck caused by the ship being driven ashore, or on rocks and shoals in mid-seas, by violence of the winds and waves.

The immediate and necessary consequences of shipwreck:

Dent v. Smith, L. Rep. 4 Q. B. 414.

Stranding, where it is fortuitous and not arising in the ordinary course of the voyage:

Fletcher v. Inglis, 2 B. & Ald. 315. (Ebbing tide, hard and uneven bottom, swell in harbour.)

Ship taken in tow by man-of-war, and obliged to carry a press of sail to keep up with her, shipped seas and damaged cargo:

Hagedorn v. Whitmore, 1 Stark. 157.

Loss of masts, spars, sails, and rigging by carrying press of sail to escape an enemy:

Covington v. Roberts, 2 B. & P., N. S., 378.

Deterioration of tobacco by fœtid odours of hides damaged by salt water shipped in bad weather:

Montoya v. Lond. Ass. Co. 6 Ex. 451.

Damage below the water line from violent grounding as the result of a storm:

Harrison v. The Universal Marine Insurance Company, 3 F. & F. 191.

Plunder by wreckers:

Bondrett v. Hentigg, Holt, 149.

Live stock bruised and lacerated by the violent rolling and pitching of the ship in a storm, and dying shortly afterwards in consequence of the injuries received:

Lawrence v. Aberdein, 5 B. & Ald. 107.

Loss from kicking of animals when ship laboured in a storm, although insurance free of mortality:

Gabay v. Lloyd, 3 B. & C. 793.

Examples of what are not.

Meat becoming putrid by prolongation of voyage owing to storm and tempest:

Taylor v. Dunbar, L. Rep. 4 C. P. 206.

Loss by spontaneous combustion generated by chemical change of the thing insured:

Boyd v. Dubois, 3 Camp. 132.

Ship necessarily on ground when tide was low. Nothing fortuitous:

Magnus v. Buttemer, 11 C. B. 876; 21 L. J. 119, C.P.

Ship in graving dock blown over by a violent gust of wind:

Phillips v. Barber, 5 B. & Ald. 161.

Ship driven on an enemy's coast bilged in being hauled up on beach:

Green v. Elmslie, Peake, 212.

Leakage of oil by pitching of ship. But stowage not disturbed:

Crofts v. Marshall, 7 C. & P. 597.

Damage sustained by a ship from the fire of another vessel of the same nation mistaking her for an enemy:

Cullen v. Butler, 5 M. & Sel. 461.

Damage caused to a merchantman by the fire of the enemy when being defended against capture:

Taylor v. Curtis, 6 Taunt. 608; 2 Marsh Rep. 309.

Electric cable insufficiently insulated; expense of laying it down lost through the chemical action of the salt water on the wire:

Peterson v. Harris, 1 B. & S. 336; 30 L. J. 354, Q. B.

Destruction of ship's bottom by worms in seas where worms ordinarily assail ships, unless sheathing be torn off by violent action af the sea and the bottom thus exposed:

1 Ph. 1101; Kent. 3, p. 305-306; *Rohl v. Parr*, 1 Esp. 444; *Martin v. Salem*, 3 Mass. Rep. 429; *Hazard v. N. Eng. Ins. Co.*, 8 Pet. Sup. C. Rep. 557.

Damage by rats:

Hunter v. Potts, 4 Camp. 203; *Laveroni v. Drury*, 8 Exch. 166; 22 L. J. 2, Ex.

Commingling of goods, and owners refusing to accept an apportionment:

Spense v. Union Marine Ins. Co., L. Rep. 3 C. P. 427.

Live stock thrown overboard to save the rest, a scarcity of provisions having occurred owing to the protraction of the voyage in consequence of the gross ignorance of the captain:

Live stock perishing from want of food, owing to the unavoidable prolongation of the voyage in consequence of bad and stormy weather, without fault of the captain and crew:

Gregson v. Gilbert, 3 Doug. 232 · 2 Marsh. Ins. 493; *Tatham v. Hodgson*, 6 T. R. 656; 5 B. and Ald. 111.

By Collision.

The loss recoverable in each case is governed by the terms of the running down clause.

See *Cosy v. Smith*, 22 Court of Sess. Ca. N.S. 955; and *Taylor v. Dewar*, 5 B & S. 58; 33 L.J., 41 Q.B., which are in conflict, and; *Xenos v. Fox*, L. Rep. 3 C. P. 630.

Where the collision is purely fortuitous, and there is no fault on either side, the loss is recoverable:

Buller v. Fisher, 3 Esp. 67; *Xenos v. Fox*, L. Rep. 3 C. P. 630; *Smith v. Scott*, 4 Taunt. 126; *De Vaux v. Salvador*, 4. Ad. & E. 420.

If damage to the ship only be provided for by the "running down" clause, damages for personal injuries sustained from the same collision by persons on board either of the vessels, cannot be recovered:

Taylor v. Dewar, 5 B & S. 58; 33 L. J. 141, Q. B.

An owner whose ship had done damage to another standing by and seeing his ship sold, under a decree of a court of admiralty, for less than she is worth, can only claim for the amount actually paid under the decree, and cannot claim for loss by reason of the forced sale under decree:

Thompson v. Reynolds, 7 E. & B. 172; 26 L. J. 93, Q. B.; *Xenos v. Fox*, L. Rep. 4 C. P. 665.

ILLEGALITY.

An insurance upon a subject is void if the interest insured is illegal, or if the contract contemplates an unlawful use of it.

Redmond v. Smith, 1 M. & Gr. 437.

If the trade be illegal it defeats the policy on the ship as well as that on the cargo.

Any illegality in the prior stages or at the outset of an integral voyage vitiates a policy, though effected only to protect some later stage of it in which there is no illegality.

The illegality of a distinct and separate voyage has no effect on the voyage or venture described in the policy.

Arn. 630, 631, 4th edit.; Phillips, sect. 231; *Sewell v. Royal Exchange Assurance Company*, 4 Taunt. 855.

A contravention of law, though it have relation to the subject or the risk, will not affect the insurance if it be remote, and distinct from the contract, or only collateral.

Phillips, sect. 221.

A risk legal in its commencement becoming illegal by some subsequent law, the assured may prosecute it without sacrificing his insurance.

Where the policy is avoided in consequence of the illegality of the risk, the underwriter is entirely discharged from all liability, although he himself was aware of the illegal nature of the adventure.

Arn. 630, 4th edit., citing Bynkershoek Quæst. Jur. Pub. lib. 1, c. 21; and *Holman v. Johnson*, 1 Cowp. (per Lord Mansfield) 341, 343.

Illegality is not presumed if the instrument can be read so as to be consistent with a legal object.

The policy may be illegal on the following grounds:

(1) That the adventure is opposed to the policy of the law.

See Arn. 4th edit., pt. II., c. 5.

(2) That it is in fraud of the Revenue, Trade, or Navigation Laws of the home country.

(3) In contravention of international commercial treaties and occasional statutes.

(4) In contravention of the law of nations.

(5) In contravention of embargo.

(6) In violation of the country's war policy.

1 *and* 2.—*Revenue and Navigation Laws.*

The export or import of goods being prohibited, a contract of insurance in respect of them is illegal and void.

NOTE.—A contemplated violation of the laws of foreign countries does not affect the insurance: (Arn. 531, 4th edit.; 3 Kent, Com. s. 283.) [The latter author says: "The principle does no credit to the commercial jurisprudence of the age."]

A violation of statutory regulations as to the equipment of vessels would seem to be an illegality avoiding a contract of insurance.

Arn. 4th edit. 635.

3.—*Commercial Treaties and occasional Statutes.*

All insurances on ships or goods navigated or conveyed contrary to the provisions of any commercial treaty to which the home country is a party or statute passed for temporary purposes is void.

NOTE.—Lord Stowell says, "Every treaty is part of the private law of each of the countries which are parties to it, and is as binding on the subjects of each as any part of their own municipal laws: (*The Eenroom*, 2 C. Rob. Adm. R. 1, 6.)

Prohibited Trading.

No licence being obtained an insurance is invalid.

If only a small portion of a cargo owned by one person, or by several acting in partnership or by a common agent, covered by one contract of insurance, comprises prohibited goods, the contract is vitiated entirely.

Parkin v. Dick, 2 Camp. 221; *Hagedorn v. Bazett*, 2 M. & G. 100.

If part of a cargo is legal, but the residue, though legal, is intended to cover an illegal design, and the whole is insured in one policy, the insurance is void:

Gibson v. Vaughan, 12 East, 302.

A licence having been obtained, the contract is not void by reason of prohibited goods of other persons being on board, but is invalid to the extent that the assured has exceeded his licence by shipping a surplus of prohibited goods:

Keir v. Andrade, 6 Taunt. 496; *Butler v. Allnutt*, 1 Stark, 223.

An informality in the mode of obtaining a licence for exporting prohibited goods makes it of no effect, and avoids the contract of insurance if made on a general cargo belonging to the same owners:

Camelo v. Britten, 4 B. & Ald. 184; *Gibson v. Service*, 5 Taunt. 433.

An act may contravene the strict terms of an order in council without amounting to an illegality so as to avoid a contract of insurance.

Ex gr.—If the object be legal:

Atkinson v. Abbott, 1 Camp. 535; 11 East, 135.

4.—*The Law of Nations.*

Contravention may be:

(1) By a neutral supplying to a belligerent articles which are contraband of war.

(2) By violating blockade.

(3) By engaging in the privileged trade of a belligerent.

Contraband of war includes:

Arms, warlike equipments and naval and military supplies.

Provisions destined for a military force, or to a place which is beseiged or blockaded.

Articles of ordinary convenience or necessity if going to a belligerent port where such articles are used for warlike purposes.

Raw materials capable of being turned to the purposes of war.

[See fuller enumeration of particular goods, Arn., 4th edit., pp. 647, 648.]

Marsh Ins., 54, 55.

Contraband of war may be insured in a neutral country if its nature is made known to the underwriter.

[See "Concealment: Liability to Capture."]

Such insurances are void in the country of the hostile belligerent, and cannot be enforced in his courts.

Arn., 4th edit., 649, n. 3.

[See further on this subject, and as to (2) and (3). Warranties: Express—Neutrality.]

5.—Violation of Embargo.

A Government in time of war having laid an embargo on all ships sailing for a particular port an insurance on a contravention of such embargo is void:

Arn. 4th edit. 639; *Delmada* v. *Motteux*, 1 Hild. Park. Ins. 505.

6.—In violation of the Country's War Policy.

Trading with the enemy during war without a licence is illegal, and the insurance on such trading is void:

Potts v. *Bell*, 8 T. R. 548.

Exception.—A native of a belligerent country domiciled in a neutral country may trade with the enemy of his country and insure the adventure:

Bell v. *Reid*; *Bell* v. *Butler*, 1 M. & S. 726; *Willson* v. *Marryatt*, 8 T. R. 31.

All insurances effected in the home country to protect property liable by its situation in an enemy's country to British capture, are void:

Arn. 4th edit. 642.

An insurance on goods to a friendly or neutral port there to be delivered to a neutral is valid though the neutral himself be resident in a port of hostile occupation:

Bromley v. *Hesseltine*, 1 Camp. 75. See *Hobbs* v. *Henning*, 34 L. J., 117, C. P..

COUNTY COURTS.

NOTES OF NEW DECISIONS.

FORECLOSURE SUIT—COUNTY COURTS ACTS—COSTS.—In a suit to foreclose a mortgage for £50. Held, that the plaintiff was entitled to his full costs of suit: (*Brown* v. *Rye*, 29 L. T. Rep. N. S. 872. M. R.)

BRADFORD COUNTY COURT.

(Before W. T. S. DANIEL, Esq., Judge.)

Jan. 23 and Feb. 6.

Ex parte BARTHELMES; *Re* OLDENDORFF AND ANOTHER.

Bankruptcy—Surety—Substituted liability.

In order to transfer a separate liability of A. into the joint liability of A. and B., there must be the mutual agreement of both A. and B. to do so. That agreement may be proved by conduct. There must also be the agreement of the creditor of A. to accept the liability of A. and B. in lieu and discharge of the liability of A.: (Ex parte Whitmore, 3 *Deac.* 365; Rolfe *v.* Flower, *L. Rep.* 1 *P. C.* 27.)

Semble, if a creditor accept the joint liability of A. and B. in lieu of the separate liability of A., he discharges a surety for the separate debt of A., as accepting a distinct and perhaps less valuable security. (See observations by Alderson, B., Lyth *v.* Ault, 7 *Ex.* 669.)

Shaw, instructed by *Wood* and *Killick*, for the motion.

Jordan, instructed by *Rawson*, *George*, and *Wade*, opposed.

This was an application by or on behalf of Ernestus Emilius Barthelmes, of Erfurt, Germany, gentleman, made in the matter of the liquidation by arrangement of Ludolf Henry Oldendorf and Joseph Myers, of Bradford, stuff merchants, trading in co-partnership as Oldendorf and Myers, for an order directing that the decision of the trustee rejecting the proof by the said E. E. Barthelmes upon the joint estate of the said debtors, may be raised or reversed, and that the trustee may be directed to admit the said E. E. Barthelmes as a person entitled to prove upon the joint estate of the said debtors for the sum of £2368 12s. 5d. The notice of motion by an amendment made by consent at the hearing, asks for certain alternative relief, with which it will be more convenient to deal hereafter. The debt of £2368 12s. 5d. sought to be proved against the joint estate is composed of a sum of £2000, originally a separate loan by Barthelmes to Oldendorff, and £368 12s. 5d. for commission due from Oldendorff and Barthelmes, upon an agreement which originally was the separate agreement of Oldendorff. The question whether these two debts, originally separate, have become joint, depends upon whether the facts, as established by the evidence show—first, that the firm of Oldendorff and Myers had assumed the liability to pay these two debts, as joint debts of the firm; and, secondly, that Barthelmes had, before the date of the petition for liquidation, agreed to accept the firm as his debtors, and to discharge Oldendorff from his original liability in his separate engagements. The facts are as follow:—Barthelmes had for some time prior and up to the 1st Jan. 1870, carried on the business of a stuff merchant at Bradford, and by an agreement dated the 10th March 1870, between himself and Oldendorff. Art. 1. Barthelmes transferred to Oldendorff his said business as from the 1st Jan. 1870, from which date it was to be deemed to have been carried on by Oldendorff on his sole account. Art. 2. Oldendorff is to have the right to use and carry on the firm of Barthelmes and Co. for five years from the 1st Jan. 1870, and Barthelmes binds himself not to establish any business in Yorkshire during that period. Art. 3. Oldendorff agrees to take for his account, and credit Barthelmes with, certain stock and effects amounting to £2803 15s. 6d. Art. 4. Barthelmes hands over to Oldendorff for collection certain trade debts, amounting to £6279 12s. 4d., which Oldendorff agrees to collect and therewith pay certain trade liabilities of Barthelmes, amounting to £4429 0s. 3d., and to pay out of the remainder a balance of the receipt £1000 to Barthelmes' liquidation account at the Bradford Banking Company, and the rest upon three months' notice after 1st Jan. 1871. Art. 5. Barthelmes agrees to leave Oldendorff against guarantee capital to the amount of £2000 for five years from 1st Jan. 1870, with interest at 5 per cent. per annum, payable half yearly; Barthelmes takes upon himself the liability upon bills drawn previously to 1st Jan. 1870 and due in 1870 amounting to £2519 7s. 10d. Art. 6. For cession of the goodwill of the business Oldendorff agrees to pay Barthelmes a commission of one half per cent. on the amount of a business turned over by him during the five years beginning 1st Jan. 1870 to the end of 1874, and to render a half yearly statement of the same. Art. 8. Oldendorff agrees to take Barthelmes' warehouse in Bradford on a lease of fourteen years at a yearly rent of £400 payable half yearly, with a right to sublet part or the whole thereof. Art. 9. Oldendorff agrees to induce Mr. H. Averdieck, of Bradford, to guarantee Barthelmes the payment of £4000 within five years from the 1st Jan. 1870, and agrees to pay all necessary stamps and legal expenses. The lease provided for by Art 8 was duly executed. The guarantee provided for by Art. 5 was duly given. From the 10th March 1870 down to the month of Jan. 1873, the agreement was acted upon by both parties, and the terms thereof complied with, except as to the payment of the first year's commission provided by Art. 6. Barthelmes having released Oldendorff from the payment of it by reason of the badness of trade arising from the French and German war, Oldendorff carried on the business from the 1st Jan. 1870, and received the assets and paid the debts of the old firm of Barthelmes and Co., and reduced the balance due to Barthelmes to £2000, which he retained on loan according to Art. 5, secured by Averdieck's guarantee, according to Art. 9 In the early part of 1872 the account between Oldendorff and Barthelmes was made up to 31st Dec. 1871, and showed a balance of £2051 9s. 6d., the £51 9s. 6d. being due for interest on the £2000. This sum of £51 9s. 6d. being small was not paid, but the balance was continued and carried forward: (See Oldendorff's affidavit, 30th Dec. 1873, pp. 2, 3, 4, 5, 6, 7, 9). From this evidence it is clear that the £2000 was originally a loan from Barthelmes to Oldendorff on his separate security, and the payment was guaranteed by Averdieck to Barthelmes, as the separate debt of Oldendorff. In the autumn of 1872 Oldendorff was desirous of obtaining a working partner to assist him with capital and in the conduct of the business. The defendant was introduced to him through a friend of both parties, and after some negotiation a partnership was agreed to be formed between them, and the terms were contained in an agreement dated the 22nd Nov. 1872. Art. 1. The stock of the business now carried on by Oldendorff, under the firm of Barthelmes and Co., to be taken on 31st Dec. 1872, and the assets and liabilities of the firm to be ascertained by the balancing of the books as early as possible after that day, the balance then standing to the credit of the old firm being transferred to Oldendorff's account, and reckoned as his share of capital in the new partnership business. Art. 2. This agreement to be based upon the assumption that Oldendorff's capital thus ascertained amounts to £8000, and Myers to deposit £5000 in the business as his requisite share of capital. Art. 3. The capital of each partner, to bear interest at the rate of 5 per cent. per annum. Art. 4. The profit or loss to be apportioned three-fifths to Oldendorff, two-fifths to Myers. Art. 5. The drawings of the respective parties from the business not to exceed in one year £1000 by Oldendorff, and £600 by Myers, unless by consent of his copartner. Art. 7. The partnership now formed to be carried on under the name of L. H. Oldendorff and Myers, and to commence from 1st Jan. 1873, and to continue for five years from that time. Art. 14. Should any losses arise from the debts due to the firm of Barthelmes and Co., and placed to the credit of Oldendorff in the new partnership, such losses to be placed to the debit of Oldendorff's private account. Art. 15. This agreement to be rectified after the opportunity has been given of verifying the facts upon which it is based. The partnership between Oldendorff and Myers, as constituted by the agreement of 22nd Nov. 1872, was carried on from the 1st Jan. 1873, up to the 23rd July 1873, when the petition for liquidation in the matter was filed; but the embarrassments of the firm began in the month of June. Upon the question whether the firm of Oldendorff and Myers agreed to adopt the debt of 2000*l.*, and the liability of Oldendorff to the commission of half per cent to Barthelmes, there is a direct and irreconcilable conflict of evidence upon the affidavits of the two debtors. I have carefully read and considered those affidavits, and I have come to the conclusion that, whatever may have been the intention of Oldendorff upon the subject, it was never the intention of Myers to adopt those liabilities as liabilities of the partnership; that he believed, and was justified in believing, and acted on the belief, that the 2000*l.* formed part of Oldendorff's capital, and that the commission was a liability which Oldendorff would settle and arrange with Barthelmes. And it appears to me that the letters from Oldendorff to Barthelmes, set out in Oldendorff's affidavit dated 8th Nov., 11th Dec., 23rd Dec. 1872; 13th Jan., 7th Feb., and 26th June 1873, confirm the view of the transaction as given by Myers. The letter of 27th June 1873 is the first letter in which Oldendorff treats Myers as in any way interested in his proposals to Barthelmes, and I observe this was written from Whitby after Myers, as he states, had ascertained the embarrassed position of the firm, and had decided to stop payment, and Oldendorff says he never did communicate with Myers as he stated in that letter he should. It has been attempted, however, to be made out that apart from express agreeduct the firm of Oldendorff and Myers has by consent adopted these separate liabilities of Oldendorff as joint liabilities of the firm. The conduct relied upon consists in the payment to Barthelmes by cheques drawn in the name and payable out of the funds of the firm or of two cheques for £200 and £393 10s. 3d. The cheque for £200 was for half a year's rent of the warehouse. This warehouse had been leased by Barthelmes to Oldendorff for fourteen years, from 1st Jan. 1870, at £400 per annum, and was occupied by the firm at the same rent, as sub-tenant to Oldendorff; the firm were not the assignees of the lease, but they held it from Oldendorff at the same rent, and the £200 thus paid direct by the firm to Barthelmes was not a payment for which they were liable to Barthelmes, but their liability to Oldendorff being of the same amount as his to Barthelmes, the payment was made direct to avoid the needless circuit of two cheques, and appears to me to have no bearing on the question. The other cheque for £393 10s. 3d. was for the balance over and above the £2000 which was due to Barthelmes from Oldendorff up to 31st Dec. 1873: this sum was paid by a check drawn in the name of the firm by Oldendorff and which when it was pointed out to him by Myers (as stated by him in the 21st paragraph of his affidavit, and not specifically contradicted by Oldendorff). Oldendorff stated he had told Schreiber (the cashier) to place to the debit of his private account, and this payment, therefore, proves nothing to the point. I am unable, therefore, to find either from the evidence or the conduct of the partners, sufficient ground for concluding that Myers ever agreed that these separate liabilities of Oldendorff for the 2000*l.* and the commission, or either of them, should be treated as joint liabilities of the firm. But even if such an agreement were established, it must then be shown by Barthelmes that before the petition for liquidation he knew of this agreement, and adopted the firm as his debtors in lieu and discharge of the separate liability of Oldendorff. Mr. Barthelmes is resident in Germany, and on the day on which his proof was made, the 19th Aug. 1873, he was in Bradford, and was examined and cross-examined privately and voluntarily at the office of the trustee's solicitor by his own solicitor and the solicitor of the trustee, and both parties consented at the hearing before me that the examination might be read as evidence. I have read that examination, and have not been able to find in it anything which would show an adoption of the liability of the firm in lieu and discharge of the separate liability of Oldendorff. And I am unable to understand how Mr. Barthelmes could have intended or been advised to make such an adoption. The debt of Oldendorff was guaranteed by Averdieck, who was represented to be, and I presume is, a substantial man and able to meet his guarantee; and Mr. Barthelmes was therefore always secure of receiving 20s. in the pound in this debt, treating it as the separate debt of Oldendorff, whereas by accepting the joint liability of the firm in discharge of the separate liability of Oldendorff he might (according to the judgment of Baron Alderson in *Lyth* v. *Ault*, 7 Exch. 669, probably would) have lost the benefit of Averdieck's guarantee by substituting a different and what might have been a less valuable security, the benefit of which Averdieck would have lost if he had been called upon to pay upon his guarantee. It was suggested during the argument by the counsel for the trustee that this

motion was really made in the interest of Averdieck, because as it appears from the proceedings that the dividend upon the joint estate will be much larger than the dividend upon Oldendorff's separate estate, and as upon Averdieck paying Barthelmes this debt in full, he will be entitled to the benefit of Barthelmes' proof—it is for the benefit of Averdieck that the proof should be made against the joint estate. The suggestion is plausible, and may be well founded, but I have no facts in evidence before me that show that Barthelmes' proof is made for such a purpose, and I rest my decision upon the absence of sufficient evidence that Myers ever agreed to adopt Oldendorff's liabilities to Barthelmes for the £2000, and the commission on either of them as liabilities of the firm of Oldendorff and Myers; and also upon the ground that even if such an agreement were shown to have been made, Barthelmes ever agreed to adopt the joint liability of the firm in lieu and discharge of the separate liability of Oldendorff; and according to the cases of *Ex parte Whitmore* (8 Deac. 365), and *Rolfe* v. *Flower* (L. Rep. 1 P. C. 27), both these must concur. The motion, therefore, so far as it seeks to discharge or vary the trustee's decision respecting the proof as a proof against the joint estate, will be refused with costs. The notice of motion, however, proceeds to ask in the alternative that if the court shall be of opinion that the said E. E. Barthelmes is not entitled to prove upon the joint estate of the said debtors therefor, a declaration that such of the assets and property now in the possession or under the control of the trustee as were on the 31st Dec. 1872, the separate estate of the debtor Oldendorff, trading as Barthelmes and Co., but which are included as assets in the joint balance sheet filed by the debtors, are the separate estate of the said Oldendorff, and applicable in the first instance to the discharge of his separate liabilities, and that for the purposes aforesaid, all necessary accounts may be taken, and inquiries made, and for an order declaring and ascertaining the rights of the said E. E. Barthelmes in respect of the joint and separate estates of the said debtors respectively. Upon this part of the notice of motion, I decline to make any such order as asked for. First, because the order asked for would be premature, as there is no proof on the file showing that Barthelmes is a separate creditor of Oldendorff for any definite sum, but, secondly, because it is reasonably clear that there cannot be any such assets, inasmuch as by the effect of the partnership articles of 29th Nov. 1872, and what was done under them by the debtors as shown by the twenty-first par. of Oldendorff's first affidavit, all the assets of the firm of Barthelmes and Co., were, as from the 1st Jan. 1873, carried on to the firm of Oldendorff and Myers. They formed part of the capital of Oldendorff in the firm of Oldendorff and Myers just as much as the £4000 or whatever the sum may have been which Myers brought into the firm as capital, and the whole became joint estate and to be applied in payment in the first instance of the joint debts. If any creditor of this partnership had recovered judgment against the debtors, I apprehend it is quite clear he could have taken in execution as goods of the partnership, the goods which are by the notice of motion sought to be declared to be the separate estate of Oldendorff. In truth, what this part of the notice of motion aims at, is to raise a question affecting the capital account between the partners—a question with which the joint creditors have no concern, and cannot be raised so as to prejudice them. I therefore make no order upon the alternative part of the notice of motion, and dismiss the rest of the motion with costs.

COCKERMOUTH COUNTY COURT.

Wednesday, Feb. 25.

(Before T. H. INGHAM, Esq., Judge.)

FEARON *v.* THE MARYPORT AND CARLISLE RAILWAY COMPANY.

Railway—Obstructing a level crossing.

THIS was an action brought by the plaintiff, who is a tenant farmer residing at Crosby, near Maryport, against the defendants, for having negligently and improperly obstructed a level crossing leading over the company's line of railway to the plaintiff's field at or near to Bullgill. The plaintiff alleged that he had the right to use the crossing, and that from the year 1869 up to the date of bringing his action, it had been almost uninterruptedly blocked up by mineral and other trains, being shunted over, and allowed to remain upon it. The company had compensated the plaintiff, it was alleged, on a previous occasion for a similar obstruction, and had promised him that a further repetition of it should be prevented. This the company had failed to do, and the plaintiff claimed £50 as compensation.

Wicks, of Cockermouth, appeared for the plaintiff.

E. T. Tyson, of Maryport, for the defendants.—The company's statutory rights are paramount to the subordinate easement rights reserved to the vendor and those claiming under him. The vendor has already been fully compensated for injuries sustained by him in consequence of the company having taken his land, and the deed of conveyance to the company recites this. The use of the line in the way complained of is necessary to the proper working of the traffic. The claim, if recoverable at all, is in the nature of "unforeseen damage," and must be recovered before two justices, as prescribed by the Lands' Clauses Consolidation Act. Moreover, the plaintiff must prove that he has sustained special damage resulting in actual loss.

His HONOUR said there could be no doubt as to the jurisdiction of the court, and he would award 40s. damages, with costs on the lower scale.

Judgment accordingly.

NEWBURY COUNTY COURT.

(Before H. J. STONOR, Esq., Judge.)

Thursday, Feb. 19.

RICKETTS *v.* HEATH.

Reservation, or grant of sporting to lessor—Whether exclusive or Concurrent—Construction of lease.

THE case was heard before a jury in January last.

The plaintiff is a farmer, residing at Faccombe, North Hants, and he sued the defendant (Mr. Alan Boman Heath), his landlord, who resides at East Woodhay, for the sum of £50 as damages sustained by him in consequence of his failing to keep down the rabbits on the estate as he (defendant) had promised to do.

W. H. Cave appeared for the plaintiff.

Sills, barrister (instructed by *Smith*, of Andover), for the defendant.

The damages were admitted, and his Honour then said the case resolved itself into a nonsuit or otherwise upon the terms of the covenant. He directed the jury to give a verdict for the plaintiff for the full amount, subject to his decision on the point.

His HONOUR, this day, delivered judgment as follows: By a lease dated the 13th April 1863, Mr. A. B. Heath demised to Mr. E. Ricketts a farm at Faccombe, in the county of Hants, for a term of seven years, from Michaelmas 1862. In the lease was contained the following exception or reservation: "Except and always reserved unto the said A. B. Heath, his heirs and assigns, all game, rabbits, and wild fowl, with full and free liberty for the said A. B. Heath, his heirs and assigns, and his and their gamekeepers, servants, friends, and acquaintances, and all and every other person or persons by their orders and consent, at all times during the term hereby granted to hunt, course, shoot, or sport in, upon, or over the said hereby demised lands and premises, or any part thereof." And in the said lease was contained a covenant by the lessee not to shoot or destroy hares, partridges, pheasants, or other game (but not mentioning rabbits), and not to permit any persons except the lessor to shoot or destroy the game (but not mentioning rabbits) in or upon the said premises, with an exception that in case the rabbits injured the crops, and the lessor should not, after notice in writing to that effect, destroy the same or refuse compensation for such injury, it should be lawful for the said E. Ricketts after such notice and refusal of compensation (but no mention as to refusal to destroy the rabbits), to destroy a sufficient quantity of rabbits by ferrets, but in no case to set a gin or wire, or use any other instrument for the purpose of killing such rabbits. In 1863-4-5 the lessee did not shoot or destroy rabbits. In 1865 the rabbits had increased and did damage, and such damage was valued at £50 by two valuers and paid by the lessor to the lessee. In 1866-7-8 the lessee had permission to shoot, and kept down the rabbits. In the autumn of 1868 this permission was revoked, but subsequently it was renewed and the lessee shot until Feb. 1869. Since then the lessee neither shot nor destroyed any rabbits till September last. In the spring of 1872 the rabbits had again increased, and on the 10th May in that year the lessee's attorney wrote to the lessor complaining that the rabbits were doing considerable damage to the lessee's crops and requiring the lessor to destroy them or to pay compensation, and in answer thereto the lessor wrote to the lessee's attorney a letter dated 11th May 1872, in which he says, "I am surprised to hear about the rabbits, as I am told there is scarcely a rabbit in the whole place, but I must refer you to the lease." In the summer of 1873 the rabbits had increased to a very great extent, and had done serious damage to the growing crops. On the 16th June 1873, the lessee's solicitor again wrote to the lessor, requiring him to destroy the rabbits or to pay him compensation; and on the 8th July 1873, the lessor wrote a letter to the lessee's solicitor, simply declining to give any compensation, and took no steps to destroy the rabbits. In Sept. 1873, the lessee put on two men to trap the rabbits, but previously the rabbits had eaten up a great deal of the wheat and vetches, and were beginning to injure the root crop. In the month of Aug. 1873, the lessee had a valuation made, and the damage to the wheat was certified to be upwards of £37 7s. Notice of the valuation was sent to the defendant, but he did not attend to it. The damage to the vetches and other crops was estimated by the plaintiff at £12 13s. and upwards, and he now sues the defendant for £50 damages, according to the above valuation and estimate. The amount of damage was admitted, but the liability of the plaintiff, under the lease, or otherwise, was disputed, and a verdict for the plaintiff was taken, subject to the opinion of the court as to the defendant's liability. It appeared by the evidence of the plaintiff on the trial that the rabbits could be destroyed by means of ferrets in the autumn or winter, but not in the spring or summer, on account of the young rabbits, which the ferrets devoured, instead of pursuing the old rabbits. The plaintiff deposed to a conversation with the lessor's agent during the treaty for the lease, as to the rabbits on the farm, but it was of so vague a nature as certainly not to amount to a collateral parol agreement within the cases of *Erskine* v. *Adeane* (29 L. T. Rep. N. S. 234), and *Morgan* v. *Griffiths* (23 L. T. Rep. N. S. 783). The two questions which now remain for my decision are, first, whether the defendant is liable under the lease, and, secondly, whether he is liable in consequence of the subsequent transactions. With regard to the defendant's liability under the lease, it is to be observed that the provisions of that instrument are most inaccurately framed. In the first place the usual and almost universal error is committed of excepting or reserving to the lessor the game, rabbits, and wild fowl with liberty to hunt and shoot the same, instead of inserting a grant by the lessee to the lessor to that effect, but as it is well established that such an exception or reservation will operate as a grant by the lessee, if he executes the lease (*Wickham* v. *Hawker*, 7 M. & W. 63), this point is perhaps immaterial. The next point, however, is of much importance and difficulty, and practically affects the present case, viz., whether this grant is a grant to the lessor of an exclusive right of shooting or only a grant of a concurrent right with the right which the lessee has at common law (Year Book, 14 Hen. 3, Bac. Abr. "trespass" H. 3; *Lifford's case*, 11 Rep. 48; *Moore* v. *Earl of Plymouth*, 7 Taunt. 614), and which since 1 & 2 Will. 4. c. 32, is wholly unrestricted and unqualified unless by the agreement of the parties. Upon the whole I am of opinion, but with some doubt, that the lessor's right is not exclusive but is concurrent with the lessee's. The covenants which follow however expressly bind the lessee not to exercise his concurrent right as to "hares, partridges, pheasants, or other game," but not affecting whatever right he otherwise would have to shoot and destroy rabbits and wild fowl. For although the term "game" does sometimes include rabbits (*Jeffreys* v. *Evans*, 34 L. J., 263, C. P.), yet it is clear that they are not intended to be included in the term "game" in these covenants, as the word "rabbits" is superadded to it in the previous reservation or grant. At the end of these covenants, indeed, comes an exception which singularly and improperly relates to rabbits, although they are not mentioned, nor, as I think, included in the covenants, and this exception appears to me to be altogether void under the rule that an exception must relate to part of a thing previously granted or covenanted to be done: (Touch. 77.) This exception provides "that in case the rabbits injure the crops and the lessor shall not, after notice in writing, destroy the same or refuse compensation for such injury, it shall be lawful for the lessee after such notice and refusal of compensation, to destroy a sufficient quantity of rabbits by ferrets, but in no case to set a gin or wire, or any other instrument for the purpose." As I have already said, it is in my opinion utterly void, and nowise limits the concurrent right of the lessee to shoot the rabbits and to prevent them becoming a nuisance, and on this point I would refer to the dictum of Byles, J., in *Jeffreys* v. *Evans* (34 L. J. 265, C. P.), as to the right of a lessee to destroy rabbits when they become a nuisance, even where the right of sporting granted to the lessor was exclusive. To sum up this part of the case I am of opinion that under the very inaccurate and contradictory provisions of the lease, the lessee is entitled concurrently with the lessor at any time to shoot the rabbits or otherwise to destroy them. The only argument to the contrary which I can see is, that on the construction of the various provisions contained in the lease, a general intention is discoverable, that the lessee should neither shoot nor destroy game or rabbits, except in the one case of the rabbits injuring the crops or the lessor refusing compensation, and that to carry out the intention, the right of shooting granted to the lessor is to be considered as exclusive, and the word "game" in the covenants is to be held to include rabbits, but I cannot conceive that this argument would

prevail in a court of law. If it did, however, the result would be that in 1872, when the lessee's crops had been injured, and the lessor refused compensation, the lessee would still have then acquired the right to destroy a sufficient number of rabbits to prevent the recurrence of that injury in 1873, by ferrets, but not by gins, wires, or other instruments, which latter words I consider must be confined to instruments *ejusdem generis*, and therefore leave the lessee full power to shoot with guns, or otherwise destroy the rabbits as they were driven out by the ferrets. It follows that whether the plaintiff had all along the right to shoot the rabbits and prevent them becoming a nuisance at common law, unrestricted by, or notwithstanding, the provisions of the lease (as I think) or whether he acquired that right by the increase of the rabbits in 1872, and the refusal of the lessor to give compensation, he clearly had it in his power by destroying the rabbits in the winter of 1872 to have prevented the injury to his crops in 1873, for which he now sues, and to which he is therefore certainly not entitled, and there must be a verdict for the defendant. It becomes unnecessary for me further to consider the effect of the correspondence and transactions between the plaintiff and defendant subsequent to the lease, but I am strongly inclined to think that in any case the plaintiff would have a legal as well as an equitable claim against the defendant for the damage to his crops in 1872 if he had sued for them, inasmuch as he forbore to exercise his rights at common law or under his lease from 1869 up to that time, in the reliance, and on the implied agreement, that the defendant would compensate him for his subsequent losses, in the same manner as he had compensated him in 1865, but this point, according to my view, is immaterial at present. In the exercise of the discretion which the Legislature has wisely given to the County Courts as to costs, and which the common law courts do not possess, I shall give no costs to the defendant, and I strongly recommend the plaintiff and defendant, in the face of this very inaccurate lease, and under all the circumstances of the case, to leave any future differences between them to the arbitration of some competent person, unless happily they can come to a satisfactory settlement by mutual forbearance and concession without such aid.

Verdict for defendant without costs.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

BANKRUPTCY "PENDING PROCEEDINGS FOR OR TOWARDS LIQUIDATION"—COSTS OF LIQUIDATION PROCEEDINGS — BANKRUPTCY RULES 1870, R. 292.—A debtor filed a petition for liquidation by arrangement, under which a receiver was appointed. At the first meeting the creditors negatived a resolution for liquidation by arrangement, and on the following day the debtor was adjudicated bankrupt. Held, that the bankruptcy had occurred "pending proceedings for or towards liquidation," within the meaning of the 292nd of the Bankruptcy Rules 1870, inasmuch as through the appointment of the receiver the property remained under the protection of the court, and that the costs of the abortive proceedings for liquidation must therefore be paid out of the debtor's estate. Decision of the Chief Judge in Bankruptcy affirmed: (*Ex parte Howell; re Hawes*, 29 L. T. Rep. N.S. 859).

BANKRUPTCY — ASSIGNMENT OF GOODWILL AND FIXTURES—NON-DELIVERY OF POSSESSION —SALE BEFORE BANKRUPTCY.—A debtor executed an assignment of the goodwill and fixtures of his business to his brother, in satisfaction of moneys advanced. Two years afterwards the debtor, who had retained possession of the goodwill and fixtures, sold them, and his brother obtained payment of the purchase-money. The debtor was then insolvent, and soon afterwards presented a petition for liquidation by arrangement. Held (reversing the decision of one of the registrars), that the payment of the purchase-money to the debtor's brother was not a fraud upon the other creditors, and could not be set aside: (*Ex parte Wilson, re Wilson*, 29 L. T. Rep. N.S. 860. Chan.).

COMPOSITION — MOTIVE OF KINDNESS TO DEBTOR—FRAUD—PROPERTY SUFFICIENT TO PAY DEBTS IN FULL—BANKRUPTCY ACT 1869, s. 127.—A debtor, whose property was sufficient to pay his debts in full, filed a petition for liquidation, and the requisite statutory majority of his creditors, with a knowledge of the value of his property, passed resolutions to accept a composition of 10s. in the pound, partly from a desire to assist the debtor, and partly in order to avoid the necessity of waiting for their money till the property was realised. Two months after the creditors had granted the debtor his discharge, a dissenting creditor applied to the court to rescind the resolutions. Held (affirming the decision of the Chief Judge in Bankruptcy), that the application must be refused, inasmuch as there had been no fraud on the part of the debtor, and none of the creditors had, in fact, been deceived as to the value of his property: (*Ex parte Linsley, re Harper*, 29 L. T. Rep. N. S. 857. Chan.)

ABERYSTWITH DISTRICT COURT OF BANKRUPTCY.

Friday Feb. 20.

(Before JOHN JENKINS, Esq., Registrar and Deputy-Judge.

Re JONES; *Ex parte* MILES.

Liquidation by arrangement—Leave to proceed de novo on petition—Discrepancy between debtor's statement and proofs—Adjournment of first meeting.

Griffith Jones for Miles, a creditor.

David Pugh for trustee.

Jones applied to set aside the resolutions passed for liquidation of the debtor's affairs by arrangement at a meeting held on 20th Sept. last, on the following grounds: First, that the court had no power to order *de novo* first and subsequent meetings on the petition, which had lapsed by reason of the non-attendance of a quorum of creditors at a previous meeting; secondly, that a discrepancy appeared in the amount of two claims in the debtor's statement of his affairs and the proofs exhibited; thirdly, that the first meeting summoned upon the order to proceed *de novo* not having been attended by a quorum of creditors, and no resolution for adjournment having been passed, the proceedings lapsed again, and no subsequent meeting could be legally held.

The REGISTRAR.—Respecting the first ground, I was at the time I granted the order to proceed *de novo*, and still am of opinion, that this was a case in which I ought to exercise the enabling power given by the Bankruptcy Act 1869 to hold a first and subsequent meetings of creditors, where the first lapsed for want of the presence of a quorum of creditors; secondly, I am also of opinion that a discrepancy between the debtor's statement of some of his creditors' claims and the proofs exhibited, if I believe the same arose from forgetfulness or error of judgment, is not a ground for invalidating the proceedings, and that it would be necessary to show the debtor wilfully misstated the claims of friendly creditors, or inserted fictitious claims to constitute the statutory majority of creditors favourable to the debtor, or for some other fraudulent purpose—there is nothing to lead me to believe that this exists in this case; thirdly, I am of opinion the first meeting of creditors, which was properly convened upon the order to proceed *de novo* for the 13th Sept. not having been attended by a quorum of creditors, the law of its own motion adjourned the meeting to the 20th of the same month, at the same hour and place, pursuant to Article 94 of the Bankruptcy Rules, 1870. The proceedings which took place at that meeting appear from the file to have been quite regular, and the resolutions passed thereat for liquidation of the debtor's affairs by arrangement having been subsequently registered, I cannot and will not set them aside. Mr. Jones further applied to rescind an order bearing date 17th Feb. 1872, to restrain one John Williams, a creditor from proceeding in an action commenced by him against the debtor in the Exchequer of Pleas to recover £120, on a promissory note of the debtor, but I see no ground whatever for doing so, and as the other and principal application failed, this and the other restraining orders granted in this case continue. I think the trustee is entitled to his reasonable costs of resisting the application.

NANTWICH COUNTY COURT.

Wednesday, Feb. 18.

(Before ST. J. YATES, Esq., Judge.)

Re T. and J. H. LITTLER; *Ex parte* T. LITTLER.

Creditor and surety—Resolution to accept composition to which creditor assents—Absolute release of surety.

THIS motion was heard on 13th Jan.

Jordan, instructed by *Lisle*, supported the motion on behalf of T. Littler.

Heelis, solicitor, opposed for the Manchester and Liverpool District Banking Company, who are creditors for £1669 12s. 9d.

Feb. 18.—His HONOUR delivered his judgment, as follows: Mr. Jordan, by his motion, asked for an order upon the Manchester and Liverpool Banking Company to deliver up certain title deeds which had been deposited with them by Thomas Littler in June 1870. In June 1870 Thomas and James Brotherton Littler, who were then in partnership as bone grinders and manure dealers, got into difficulties, and Thomas deposited with the Manchester and Liverpool District Banking Company the deeds which were the subject of this motion, and which related exclusively to his private estate, as security for advances which had already been or might afterwards be made by the bank to the firm of Thomas and J. B. Littler, or to either of them alone. A memorandum to this effect was signed by Thomas Littler, and accompanied the deposit. In Oct. 1872 Thomas Littler retired from the business, but it appearing shortly afterwards that the firm was insolvent, the partners filed in this court, on the 12th Oct., a petition under the 125th and 126th sections of the Act of 1869. At a statutory meeting of their creditors, held on the 30th of the same month, it was resolved by the prescribed majority, that the creditors accept in satisfaction of their respective debts a composition of 10s in the pound, payable in two instalments of 5s., the second to be guaranteed by the persons named in the resolution. It was also resolved that the terms of the composition be embodied in a deed, to be prepared by Mr. C. S. Brooke and approved of on behalf of the creditors, such deed to contain proper covenants for carrying into effect the resolutions and for releasing the debtors. At a second statutory meeting in the same matter, held on the 11th Jan. 1873, the foregoing resolutions were, with a modification which is for present purpose immaterial, duly confirmed. The Manchester and Liverpool District Banking Company was an assenting creditor at both meetings, and voted in favour of the resolutions. Similar meetings were also called of the private creditors of the partners, at one of which—namely, of J. B. Littler's creditors—the foregoing resolutions were unanimously adopted; at the other it appeared that there was only one private creditor of Thomas Littler, and he had been paid. On the 10th Feb. the resolutions were duly registered, and the composition was afterwards paid and accepted by the creditors. The deed prepared by Mr. Brooke with the view of carrying the resolutions into effect was in substance as follows: It bore date the 20th March 1873. The parties were Thomas Littler and J. B. Littler, of the first part; the creditors who might execute it, of the second part; and Thomas Fowles and John Issard, as trustees, of the third part. After reciting, amongst other things, the proceedings in composition, and that it had been agreed that the securities held by the Manchester and Liverpool District Banking Company upon the private estate of Thomas Littler should not be prejudicially affected by their assenting to and receiving payment of the composition, Thos. and J. B. Littler assigned the property comprised in the securities held by the bank, and also their personal estate and effects, to Fowles and Issard, to indemnify them against any loss they might sustain by reason of their having guaranteed the second instalment of the composition. Then followed a release of the debtors conditioned upon the payment of the composition, covenanted by them, and the sureties to pay it, and a declaration that the deed should in nowise prejudice the rights and remedies of the creditors against sureties, or in respect of any collateral securities they might hold. Upon this state of facts Mr. Jordan contended, first, that the principal debtors being discharged by force of the resolutions, followed by payment of the composition, the liability of Thomas Littler as surety was also at an end: (*Slater* v. *Jones*, 29 L. L. Rep. N. S. 56; *Capes* v. *Ball*, Ibid; *Edwards* v. *Combe*, L. Rep. 4 C. P. 519). Secondly, that as a right of action once suspended is gone for ever, and cannot be revived (*Ford* v. *Beech*, 11 Q. B. 867), the deed of the 20th March 1873, in so far as the provisions were framed with a view to set up or keep alive for the benefit of the bank, Thomas Littler's guarantee, and the securities deposited by him for the partnership debt was inoperative. The learned counsel also submitted that it was inoperative because, while it professed to embody the terms of the composition, it contained stipulations which the creditors did not contemplate in passing the resolution. Mr. Heelis on the other hand, relied upon *Ex parte Peacock* (2 G. & J. 27) and *Ex parte Davenport* (1 M. D. & D. 313), as showing that where a joint creditor has a security upon the separate estate of one partner he may prove against the joint estate without giving up his security. He also argued that as Thomas Littler was solvent as to his separate estate at the date of the resolutions, he was free to deal with it as he might think fit, and at all events he could not be admitted to falsify his own solemn act. Upon the first point I hold altogether with Mr. Jordan, for whether the resolutions operate as an accord and satisfaction defeasible by condition subsequent, that is by nonpayment of the composition, or a new agreement of which the consideration to each creditor is the forbearance of the others, the effect of them is that by the agreement of the creditor the surety is placed in a situation different from that in which he had contracted to be placed, and his liability is gone. Creditors may, no doubt, when they resolve on a composition, reserve their rights and remedies against sureties: (*Re Glendinning, ex parte Buck*, 517; *Bateson* v. *Gosling*, 25 L. T. Rep. N. S. 570.) But the reservation must appear on the face of the resolutions. If it do not the defect cannot be cured by parol evidence of

intention, or by subsequent arrangement. *Ex parte Peacock* and *Ex parte Davenport*, upon which Mr. Heelis relies, are not in point. They are cases in bankruptcy. This is a composition, which is a very different thing. In bankruptcy there is no agreement. It is as the result of adjudication that the estate is realised, and distributed so far as it will go. But the debts are not realised, at all events until the bankrupt obtains his discharge. In composition the creditors agree to accept part of their respective debts in satisfaction of the whole, and upon payment of the sums agreed to be accepted the original liability is *ipso facto* at an end. It remains only now for me to deal with the deed of the 20th March, upon which Mr. Heelis in a great measure rests his case. His contention was in reality that, whatever might be the effect of the composition, his clients, the bank, were by force of the special provisions contained in that deed expressly restored to their original rights and remedies against Thomas Littler and his private estate, precisely as if the resolutions of the 10th Feb. had never been passed. Whether as between the principal debtors and the general body of creditors the deed is void, only in so far as it goes beyond the scope of the resolutions, or void as a whole, and to use Mr. Jordan's words "so much waste paper," is a matter which I am not called upon to decide, nor is it material, for the instalments are paid. The question is whether as between the surety and the creditor claiming the benefit of the suretyship, the provisions of the deed suffice to renew the liability of the former, which was suspended or discharged by the resolutions to which the latter had assented. I am of opinion that they fail altogether in their object upon principle, for a right of action once suspended by the act or agreement of the party entitled to it is gone for ever and cannot be revived: (*Cheetham* v. *Ward*, 1 Bos. & P. 630, 633; *Ford* v. *Beech* (11 Q. B. 867). And upon authority, the recent decision of Bacon, V.C., in *Wilson* v. *Lloyd* (28 L. T. Rep. N. S. 331) is conclusive. The facts were almost on all fours with those of the case now before me. Omitting all extraneous matters, the plaintiff in that case was surety for the defendant in respect of certain bonds in which Messrs. Harvey were the obligees. The defendant and his partner, Chatteris, filed their petition under sects. 125 and 126 of the Act of 1869. The creditors resolved to accept a composition, payable by instalments, and that a deed should be prepared to give effect to the resolutions. Messrs. Harvey proved their debt and were assenting creditors. The resolution contained no reservation of the existing rights against sureties; but in the deed which was afterwards executed the creditors reserved to themselves, as in bankruptcy, their respective rights and remedies against any surety or sureties or person or persons other than the said debtors in respect of the said sums of money thereby released. Provisions were added to meet the event of the debtors making default in payment of the instalments, and the debtors were released. The learned Vice-Chancellor, in the course of a lengthened judgment, in which he goes fully into the law of the subject, citing numerous cases, especially *Oakely* v. *Pasheller*, decided in the House of Lords and reported in 4 C. & F. 203, says—"The resolutions are clear and distinct, beyond the possibility of doubt, and contain no reservation of any rights, though there is a reservation in the deed. But even if I were to give more effect to that reservation than I am disposed to do, it would be still to be observed that the resolutions were binding before the deed was executed. They were capable, no doubt, under the statute, of any reasonable modification, but the modification must be agreed to at the meeting of the creditors, and must not depart from the original stipulation, or it must not depart to the prejudice of any one." The more recent decision in *Ex parte Radcliffe Investment Company, re Glover* (L. Rep. 17 Eq. 121), contains expressions which are in accordance with these views. It may perhaps be urged that the cases are not analogous; that in *Wilson* v. *Lloyd* the surety was not a party to the composition deed; that in the present instance he was. But that is not the case, nor would it I think, as the deed is framed, be material if he were. Thomas Littler is not, however, a party to the deed of the 20th March as surety, but as one of the principal debtors; and in that character he, and his late partner (J. B. Littler), by the description of "the debtors," join in the provisions relating to the composition, as also in the clause upon which Mr. Heelis relies to defeat this motion. In fact, the two deeds resemble each other so clearly that they might have been the work of the same hand, and they fail in operation for the same reasons. Upon the ground, therefore, that by force of the resolutions of Feb. 10, the rights and remedies of the bank against Thomas Littler, as surety, were suspended or discharged; and that the deed of 20th March failed in reviving them, I hold that Thomas Littler is entitled to the return by the Manchester and Liverpool District Banking Company of the deeds deposited with them in June, 1870. The order will be made accordingly, and the bank must pay the costs.

LEGAL NEWS.

MR. C. J. COLEMAN, of the Northern Circuit, has been appointed stipendiary magistrate for Sheffield.

THE *Times* states that "It was proposed to confer upon the Right Hon. Russell Gurney the Grand Cross of the Bath, in recognition of his labours in the Washington Claims Commission, but Mr. Gurney did not desire a distinction which seemed incompatible with his profession."

THE TEMPLE CHURCH. — There is a special service in this edifice every Wednesday evening during Lent, at eight o'clock, and a lecture by the Rev. Dr. Vaughan, Master of the Temple. The subject of the lectures will be "The Lord's Prayer."

MEMBERS OF PARLIAMENT.—A correspondent of the *Times* directs public attention to the fact that members of both Houses of Parliament now take the same oath before taking their seats, so that no person can be excluded for his religious belief. The statute 29 Vict. c. 19 (30th April 1866) is cited in support of this statement.

INNKEEPERS' LAW.—The Rev. Arthur Blomfield, in the *Times* inquires whether the Licensing Act has repealed, what he terms the "old law," cited in the Cabinet Lawyer, Digest of Laws, pp. 166-7, that "Innkeepers are bound by law to receive guests who come to their inns," and that "if an innkeeper refuses to entertain a guest on tendering him reasonable price, not only may his house be suppressed, but damage obtained by action."

DR. MAIR, Editor of "Debrett's House of Commons, and the Judicial Bench," in an elaborate summary of the late Parliament, published by him in the *Times* a few days ago, stated that the said Parliament existed five years and forty-eight days, during which period 54 members died, 23 resigned, 18 succeeded to peerages, and 11 to baronetages, 11 were created peers, 5 were promoted to baronetcies, 20 were sworn Privy Councillors, 15 accepted office of profit under the Crown which were incompatible with Parliamentary position, 31 were unseated, 9 received the honour of knighthood, 1 changed his constituency, 6 seats were disfranchised, 135 new members were elected.

FRENCH LAW OF MARRIAGE. — The Civil Tribunal of Toulouse has given judgment in a cause of nullity of marriage recently, under these circumstances: About fifteen months since notice was given to the Maire of the Commune that two persons would appear before him for the performance of the civil form of marriage. The maire, for some unexplained reason, quitted the town suddenly, after receipt of the notice, and instructed his deputy not to perform the ceremony. A member of the municipal council, a general of division, consented to act in lieu of the maire, and solemnised the marriage. Proceedings were adopted to declare the marriage null and void; but the court, after hearing the evidence, decided it to be valid. It was pleaded that the irregularity was caused by the ill-will of the maire, and that the husband and wife had acted honourably.

LAW REFORM.—It seems to be admitted that the new Government may venture upon doing much in the way of law reform if its chiefs can agree among themselves as to what should be done. Lord Derby two years ago indicated this sphere as one upon which a Conservative administration might enter without embarrassment and without timidity. It may be added that law reform would certainly be popular with the country. The law is viewed by laymen as an awful institution, the ways of which are not to be understood by ordinary mortals; and if anything can be done to make its nature more simple, the amendment will be welcomed with amazement and gratitude. There will, indeed, be much incredulity until the result is accomplished, for we have been so often promised wonders, and they are so slow in coming. Who that read a short paragraph in our Law Reports last week which told us, on the authority of Vice-Chancellor Malins, that the winding-up of a small company, with a *bona fide* subscribed capital of only £4500, and legitimate debts under £4000, had already cost £6750, though the process was not yet complete, would have believed that this was the result of that simplification and cheapening of legal processes for which we have trustfully waited? It is a scandal, one scandal out of many, and any resolute attempt to abate it deserves support, even though it prove ineffectual. Things can but end as they are now, and, while they may get better if we try, they will certainly get worse if we let them alone. So we pluck up hope once more, and watch to see what will be done.—*Times*.

CENTRAL CRIMINAL COURT.—The next Sessions will commence on the 2nd March. The judges on the rota are Mr. Justice Keating, Mr. Justice Archibald, and Baron Pollock.

POOR RATES.—For the year ending the 25th March 1873, the sum levied in England and Wales was £12,426,566, being 10s. 6d. per head, less a halfpenny. The sum of £24,068 was disbursed in legal charges during this period.

THE ALBERT ARBITRATION.—We understand that Lord Cairns will continue to act as arbitrator in this matter, as it is so near completion. The final dividend has been paid, and the final award may be looked for within the three years from the passing of the Act, which received the Royal assent on the 25th May, 1871. A short Act is to be passed to deal with the unclaimed dividends, and the arbitrator's duties will then be ended.

PAUPER ELECTORS.—The chairman of the Kidderminster Board of Guardians stated recently that it was an "abstract question"—whether it was legal to fetch a pauper out of a workhouse to poll at an election. The clerk to the board stated that it was not illegal for the pauper to vote, and, consequently, the question should not be discussed; but according to another opinion, on a scrutiny the vote would be disallowed as being that of a pauper, although as his name was on the register the pauper had a right to record his vote without impediment. As in the case of a close election—and the recent Hertfordshire election is an instance—even one vote is of consequence. This question is one which should be decided by competent legal authority.

LORD CHANCELLOR O'HAGAN AND THE IRISH BAR.—Dublin, Feb. 21.—A gratifying demonstration was made to-day in the Court of Chancery on the occasion of Lord O'Hagan sitting for the last time before handing over the seals of office. As it was expected that some public expression would be given to the feeling of respect and esteem entertained for him by the Bar, all the benches of the court were filled with members of the Profession representing different political parties. Among the Queen's Counsel who testified their desire to join in paying a tribute to the Chancellor for the uniform courtesy and kindness which he evinced to all who came within his court, and for his impartiality and dignity in the discharge of his official duties, were some prominent members of the Conservative party who are spoken of as likely to hold office under the new Government. After judgment had been given in two causes which stood on the list, the Solicitor-General asked permission, on behalf of the Bar, to express their appreciation of the manner in which the Lord Chancellor had presided during the last five years. They cordially acknowledged the attention and patience with which he had ever listened to each one of them, as well as the kindness and unfailing courtesy which he had shown to them all, and the dignity with which he had discharged the duties of his high office. They felt that his exercise of the important jurisdiction committed to him had been such as to command the respect and confidence of the Bar and of the public, and now that he was about to retire they desired to assure him that he carried with him the very best wishes of the Irish Bar for his welfare and happiness. Lord O'Hagan listened to the valedictory address with visible emotion, and replied as follows:—"Mr. Solicitor-General,—I am deeply moved by the words you have spoken, and by the feeling which they indicate on behalf of the Bar of Ireland. With that distinguished body it has been my pride to be identified throughout the chequered years of a laborious life, and never, in all its chances and vicissitudes, have I for one instant failed to maintain with them the best relations of cordiality and confidence. And now, when my judicial career is closing, I feel a just pride in receiving such signal proof that those relations have continued unbroken to the end. Fully conscious of many shortcomings, I am conscious, also, that I have striven to fulfil the duties of my great office with impartiality and faithfulness, and I thank the eminent persons who have thronged to meet me to-day for their spontaneous assurance that I have not so striven entirely without success. I pass from the Bench, remembering with the truest pleasure the uniform courtesy, consideration, and respect which I have received at all times from all to whom I have so long had the daily privilege of listening in this court; and I should be the most ungrateful of men if, in the coming years and in the new sphere of activity on which I may enter, I should not be eager and earnest on all fit occasions to aid in advancing the honour and the interest of our noble profession. I believe that the maintenance of the Irish Bar and the Irish Judiciary in full integrity, efficiency, and independence, is essential in the highest sense to the welfare of Ireland; and I trust that the day may never come when anyone of them will lose its lustre and sink into decay. Again I thank you for your great kindness, and with a full heart and faltering tongue I bid you all farewell." At the conclusion of Lord O'Hagan's reply the Bar rose and applauded him with great

fervour as he retired from the bench. The demonstration was creditable to the generous spirit of the Bar, and was in perfect unison with the feeling of the public. No chancellor has ever presided in the court who so fully enjoyed or deserved the sympathy, esteem, and friendship, of all ranks and classes of the Irish people.

A paper "On the Rules of Evidence, as applicable to the Credibility of History" will be read by Mr. Forsyth, Q.C., M.P., at the meeting of the Victoria (Philosophical) Institute, on Monday next, when the election of several new members will take place.

MIDDLESEX SESSIONS.—The *John Bull*, with reference to the selection of a judge in lieu of Sir W. Bodkin, observes that "without saying anything disparaging to Mr. Edlin, for a post requiring great experience and tact as well as legal knowledge, he cannot compare with Serjeant Cox, who has fairly earned the post, while by his courtesy and consideration, he has won the respect of all. Few men have had larger experience, and are able with greater facility to get at the real gist of a story overlaid, as it often is, with extraneous matter, while his ready detection of imposture, and the facility with which he detects a criminal and protects a prisoner who has been taken in by rogues, makes him no ordinary judge. The outgoing Attorney-General may be glad to see Mr. Edlin provided for, but in doing so, he strangely forgets the good turn that Serjeant Cox has done him in the Taunton election.

THE GENERAL ELECTION.—The aggregate number of votes polled throughout the United Kingdom was 2,485,183, of which 891,836 were polled in favour of unsuccessful candidates. In Scotland there were 36 contests, in which 24 Liberals polled 102,160 votes, against 30,218 votes polled by 12 Conservatives. In Ireland, 83 seats were contested, 83,970 votes having been given to 50 Liberal candidates, and 54,696 to 33 Conservatives. The 346 members who stood a contest in England and Wales received 1,306,405 votes, of which 718,545 were given to 188 Conservative members, and 587,880 to 158 Liberal members. According to a parliamentary return published in February 1873, there were 2,645,564 registered electors in the United Kingdom: 2,157,295 in England and Wales, 262,758 in Scotland, and 225,511 in Ireland. The aggregate polls in England and Wales were 2,053,511, in Scotland 212,330, and in Ireland 219,342. The House of Commons now consists of 653 members, 351 Conservatives, and 302 Liberals. The four disfranchised boroughs are Beverley, Bridgewater, Sligo, returning formerly 6 members. There is a double return for Athlone.

THE NEW HOME SECRETARY.—An episode in the General Election of 1868 is brought to our mind by the fact of Mr. R. A. Cross, just fifty years of age, having at one bound risen from the position of a private member to that of a Cabinet Minister. In 1857 he entered Parliament as one of the members for Preston, being then in full practice as a barrister of the Northern Circuit. At once he made his mark as a practical member, and carried a Bill reforming our municipal councils so far that candidates now require to be named several days before the day of election, instead of coming in by stealth, as was often the case before. He then turned his attention to the vexed subject of church rates, and introduced various Bills on that subject, but his Parliamentary career had to be cut short in 1862, by the exigencies of the Old Bank at Warrington—of which his deceased millionaire father-in-law had been a chief proprietor—requiring new blood to meet the extraordinary extension of the town and trade of Warrington. For four years he became a banker, and missed an excellent chance of one of the legal prizes which fell in showers during the term of office as Prime Minister of Lord Derby, and then of Mr. Disraeli. As a banker, a chairman of quarter sessions, and the leading resident Conservative gentleman of the district, he was pursuing a quiet course when the General Election of 1868 took place. There was a great want of a first-class candidate among the Conservatives of South-West Lancashire to run against Mr. Gladstone. Day after day passed, and one after another refused to be a David for the time being. The *Warrington Guardian*, from which we extract the previous facts, called attention to Mr. Cross, then relieved from the most onerous duties of a banker by the Old Bank being purchased by a company of which he became chairman. The *Times* and other papers copied the article; the Conservative press endorsed it, Mr. Cross was received with acclamation, and his course through South Lancashire, and especially at Preston and Warrington, where he was best known, was quite an ovation. It is matter of history how he defeated the first man of his age among the Liberals —Mr. Gladstone—and that so thoroughly that no opposition was offered to him at the late election. His experience as a barrister eminently fits him for the office of Home Secretary, and his further experience as a banker will enable him to give practical aid, when required, to his colleague, the Chancellor of the Exchequer. The financier under whose chairmanship a bank has been able to pay 17½ per cent., is no mean addition to even the strong Government of Mr. Disraeli.—*Sun.*

SUIT BY A BARRISTER.—A suit, instituted by Mr. Charles Neate, late M.P. for Oxford, and of Lincoln's Inn, barrister-at-law, against the Hon. Richard Denman and the Hon. George Denman, the executors of the late Lord Denman, and the Right Hon. Sir W. M. James, the treasurer of the Society of Lincoln's Inn, came before Vice-Chancellor Hall on Wednesday upon a demurrer to the plaintiff's bill. In 1869 the plaintiff petitioned that his name might be taken off the books of the Society of Lincoln's Inn, and received an order to that effect, conditionally upon certain customary payments being made within a month. He did not, however, pay the dues within a month, but subsequently offered to pay all dues owing by him upon the bond of release being delivered up to him, but the society declined to release him till he had signed an altered form of petition, which had since been adopted by them, which, however, he was unwilling to do. He, therefore, filed a bill for a decree which would practically enable him to leave the bar without making any further payments or declarations.

THE TICHBORNE CASE.—A limit has at last been definitely set to the Tichborne trial. Yesterday the Lord Chief Justice announced that his summing-up would be finished on Saturday, and the jury will then be permitted to enter upon their final labours. Whatever regret or inconvenience individuals may experience at the conclusion of this case, the public generally will welcome the statement of the judge. The trial during its progress has aroused much unhealthy excitement, and has exercised an influence on popular feeling which cannot be regarded as beneficial. Whatever the termination may be, no one can suppose that the respect due to the administration of justice has been increased, or the interest so widely felt in the result has assisted the cause of culture in the country. The direct tendency of a trial of this kind is to render the process of law a matter of popular interest, and to attract to legal proceedings a vast amount of unintelligent criticism. One of the chief advantages of the complexity and difficulty of the English legal system is that its decisions are above the reach of shallow comment. Nowhere else does there exist the same reverence for courts of justice, and this reverence is no doubt due to the absolute impartiality with which law has been administered. The sort of feeling which has been raised with regard to the Tichborne trial tends to render the position of English Judges more difficult than it has been, and the intelligence that the end is near is therefore on every ground to be regarded as satisfactory.—*Globe*, Thursday.

TRANSFER OF LAND.—Mr. Swanston, Q.C., is reported by the *Hampshire Telegraph* to have spoken as follows on the subject of the transfer of land, when addressing his would-be constituents in South Hants at the recent elections:—"Let me say a word on another point—the free transfer of land. One of the articles of the creed of the Liberal party is that we should have a plan for an easy and cheap transfer of land. (Hear.) Our object is that the capital of the small capitalist should be applied to the culture and improvement of land, so that the owner of a few hundred pounds may buy without difficulty and without serious expense the land on which he can lay out the rest of his capital and labour, without fear of the tyranny of the landlord, or the terrible difficulties which sometimes oppress the leaseholder. At present he is deterred by seeing, before he can become owner in fee simple, what a fearful process he has to go through. It is true he may contract with the owner of the land to buy a few acres. But years may elapse before he can get actual possession of the land; and in all this fearful process he may have to pay more to the various lawyers engaged than to the owner for the land. This is a rag of the barbarous ages, a remnant of the feudal laws which, abolished in other matters, remains still in connection with landed property. The Liberal party seek to sweep it away. It is done in Australia by the bill of Mr. Torrens, and nothing is more simple than to do it in England. Can you have anything more easy and simple than to have a list with one column for the owner of the land, and another for the land; and if John Smith, the owner of acre No. 1, be minded to sell to Richard Jones the said piece of land, to go to the register-office, say 'I have entered into a contract for the sale of acre No. 1, and I ask you to register Richard Jones as the owner instead of me?' The whole thing is done with the stroke of a pen, and is as simple as the transfer of stock or shares. And what stands in the way? A heap of vested interests and Conservative policy; but if you return Liberal members to Parliament in sufficient strength, you may be sure that this nonsense and red-tapism will soon be swept away." [We suppose the expression "vested" interests refers to solicitors.] At the same meeting, speaking on the subject of the codification of the law, he is thus reported: "One topic more, and I have done with the measures we propose—the codification of the law. You may be told, and to your cost, by its administrators, that every Englishman is supposed to know the law. Nothing can be a greater absurdity. No lawyer knows the law. He may know better than others where, among the hundreds of volumes, to find the law or decided cases, and he may give an opinion, which may be worth little or more, as to what the law is. But in this 19th century, in a nation calling itself highly civilised, priding itself on its intelligence and its education, which, it says, it is spreading through all classes, what prevents us having what some nations on the Continent have—a simple code of law in an octavo volume, so simple that a man who runs may read, and which would prevent the idea of every Englishman knowing the law being any longer a mischievous absurdity? I would have this taught in the higher classes of our elementary schools. I would have no man start in life who had not had preliminary instruction in this code; and if you return honest, hard-working Liberals, there will not be the slightest difficulty in reducing all the various laws of the country into a small volume."

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.

REPEAL OF ATTORNEYS' CERTIFICATE DUTY.—Now we are so ably and numerously represented in the present Parliament by gentlemen belonging to our branch of the Profession, really something ought to be done to secure their aid to make an effort to have this tax repealed. It bears heavily on the younger members of the Profession who can barely bring both ends to meet, because in addition to this yearly tax of £6 the income tax gatherer does not forget to make his call. I quite concur with your remarks and those made by "J. T. S." in your last issue. As the leading members of our Profession to whom the payment of £6 is a mere flea-bite, are supine in the matter, those who are needy and feel the effect of the burthen ought to be up and doing and not cease agitating the questions until the tax is removed altogether, it being for many reasons a most unjust one. That a practitioner whose income does not exceed £150 net should have to pay a tax of £6 is a great injustice, and our present Premier, I feel assured, would not permit any class to be so unfairly burthened if the matter was properly brought to his notice. I trust, Mr. Editor, at every favourable opportunity, you will give us your assistance by giving the subject ventilation.

SUUM CUIQUE.

THE WORKING OF THE BALLOT.—In p. 295 of your publication of this day, Mr. Ford suggests that to avoid delay in counting up the votes "the presiding officer might, in the presence of the necessary agents, examine the ballot papers, and register each vote on a list, so that almost on the closing of the poll each presiding officer might go to the returning officer with a correct summary." I would suggest to Mr. Ford the great protection to the secrecy of the ballot, secured by sect. 34 of the first schedule, providing that before the counting begins the whole of the ballot papers from the various polling stations must be mixed together, and will illustrate it thus. An extensive landowner may have estates reaching over the whole of a polling district, and every tenant might vote for the opposite candidate; at present it would be impossible for him to trace how his tenants had voted, but if the numbers in every box could be checked with the numbers of votes for each candidate, he could make a tolerable guess as to how the bulk of them had voted, and the protection to the voter intended by the ballot would be much reduced. The same observation would apply to the more probable tyranny exercised by trades' unions, &c. I have had some little experience in the working of the Ballot Act, and consider the present system is admirably adapted for the purpose intended. The immediate ascertainment of the result of the poll is of little consequence. I would rather provide that the boxes should not be opened till 10 o'clock on the following morning; everyone would then be fresh for work.

A TOWN CLERK.

Feb. 21.

— Referring to my letter hereon which found a place in your issue of to-day, may I add as an improvement on my suggestion (it is nothing more than a suggestion which may be capable of practical application) upon the subject of counting the ballot papers as the votes are recorded, that an elector having been supplied with a ballot paper, and having marked the same as he wishes, should, instead of depositing it in the ballot box,

pass it through a small aperture in a partition of the room in which the voting takes place, such ballot paper being received and the vote or votes recorded at once in a register by a presiding officer on the other side of the partition? I do not attempt to work out my proposal in detail, leaving rather to those more experienced in the working of the ballot, who could, no doubt, improve my suggested plan, which, after all, would be principally of use in large constituencies, and especially in large boroughs. In small constituencies at all approaching to pocket boroughs it would probably operate undesirably. No one will contend that the Ballot Act is such a perfect piece of machinery that it is not capable of improvement.

CHARLES FORD.

Feb. 21.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

Queries.

67. COUNTY COURT PRACTICE.—A County Court summons has been issued against a client of mine who does not dwell or carry on business within the district of the court which issued the summons, and who has not done so at any time within six months, and the cause of action (if any) did not arise wholly or in part within the district, but my client dwells within 500 yards of the boundary of the district and was served at his dwelling-house. Has the Judge of the County Court which issued the summons (it is not in the Metropolitan District) jurisdiction in this case? I refer to 19 & 20 Vict., c. 108, s. 17, and to 30 & 31 Vict., c. 142, s. 1.

A LONDON SOLICITOR.

68. BALLOT ACT—PERSONATION.—By the 24th section of the Ballot Act 1872, it is enacted that any person who "applies for a ballot paper in the name of some other person, &c.," shall be deemed to be guilty of the offence of personation. By the 6 & 7 Vict., c. 18, s. 86, it is provided "that, if at the time a person tenders his vote, or after he has voted and before he leaves the polling station, any agent appointed as aforesaid (*i.e.* personation agent) shall declare to the returning officer or his respective deputy, that he verily believes and undertakes to prove that the person voting is not in fact the person in whose name he assumes to vote, it shall be lawful and he is hereby required immediately after such person has voted to order him to be taken into custody." Assuming that a voter does apply for a ballot paper in the name of another person, and on the usual questions being asked by the presiding officer before the ballot paper has been delivered to him, the person so applying distinctly says that he is not the same person whose name appears as A. B. in the register and refuses to vote, would the presiding officer under such circumstances and reading the above schedules together be justified in ordering him into custody?

ESMOND.

69. QUALIFICATION OF JUSTICES.—B., a justice of the peace, is suspected of having spent property to an extent that would leave insufficient to give him a qualification to be made a justice, in case he were not already one. Such being the case, does his right to be and act as a justice cease? What steps are necessary to ascertain his qualification, and, if necessary, prevent him from acting?

CORWEB.

Answers.

(Q. 63.) SEAL.—Certainly. It will operate only as a simple contract and be entirely void for all the purposes of a deed. Sealing is more requisite to the validity of a deed than even signing.

OWL.

(Q. 65.) POWERS OF ADMINISTRATRIX.—The heir, who is an infant, is the party to convey; and the widow will only join for the purpose of releasing her right to dower. But as an infant cannot make a conveyance to bind him upon attaining twenty-one, to make a good title to a purchaser the property must be sold under the direction of the Court of Chancery.

OWL.

(Q. 66.) TRESPASS.—A. can sue for damages at law or file a bill for an injunction to restrain the nuisance. Assuming that it could not continue without B.'s cognizance and permission, I think B. should be made defendant; unless B. has sublet to the builder, when the latter may be made defendant. I do not think action for trespass should be brought.

OWL.

LAW SOCIETIES.

MANCHESTER INCORPORATED LAW ASSOCIATION.

THE annual banquet of the Manchester Incorporated Law Association was held at the Albion Hotel, in that city. There was a large attendance. The chair was taken by Mr. W. H. Guest, the president; and the vice-chairs by Mr. J. Taylor (Bolton) and Mr. A. Percy Earle, the vice-presidents. Among the invited guests were—The Mayor of Manchester, the Mayor of Salford, the Principal of the Owens College (Professor Greenwood); deputation from the Incorporated Law Society of Liverpool, consisting of Mr. Garnett (vice-president) and Mr. Kenion (hon. sec.); and amongst those present were, Messrs. E. Andrew (town clerk, Salford), C. Aston, T. T. Bellhouse, Richard Brown (Stockport), John Cooper, H. Stanley Cooper, Thomas Claye, T. L. Farrar, J. A. Foyster, James Greenhalgh (Bolton), H. Galloway, James Gill, Thomas Holden (Bolton), C. H. Holden (Bolton), George Hadfield, jun., T. W. Heelis (Bolton), Thomas Jepson, W. W. Kirkman, Alfred Leaf, J. B. Payne, John Peacock, Richard Radford, T. L. Rushton (Bolton), G. F. Wharton, P. Watson (Bury), G. B. Withington, H. Wheeler, M. Bateson Wood, Henry Wood, Percy Woolley, and S. Unwin (hon. sec.).

After the banquet the chairman proposed the ordinary toasts.

Mr. P. F. Garnett, vice-president of the Incorporated Law Society of Liverpool, proposed the toast of the evening, "The Manchester Incorporated Law Association." He said these law associations, particularly the Manchester Law Association, had had very great weight of late and very great influence, not only internally upon the body of solicitors themselves, raising the standard and raising the status of the solicitor; and externally no one could be insensible to the influence and effect of late years, to the methodical and combined influence and zeal of the gentlemen connected with those associations, and above all with regard to the Manchester Association. Probably he had been asked to propose the toast from the fact of his being a member of the Liverpool Incorporated Law Society, and therefore probably better able to appreciate the advantages and good services rendered by the Manchester Association. To those services he, on the part of his society bore very ready testimony. (Applause.) He had very great pleasure in proposing the toast.

Mr. Taylor, vice-president, responded to the toast, and congratulated the members on the success of their association, both in respect to the funds, its influence on public opinion, and its maintenance of the status of the legal Profession. (Hear, hear.) This was an age of progress, but perhaps not altogether an age of real improvement, but one thing was certain, that if they did not move they would get put aside. (Hear.) He was happy to see from the report that the new Judicature Bill and the bill for the remuneration of their Profession had occupied attention. He could not say much for the first, but the last was very important—(hear, hear, and laughter)—and it would have the good effect, at all events, that if they could make a bargain they would do better than some of them had done under the old system of taxation. (Hear, hear, and applause.)

Mr. Cooper proposed the "Mayor and Corporation of Manchester."

The Mayor of Manchester (Mr. Ald. Watkin) in responding said when he went into the council he went with the notion that he was going to mix with a body of savages, but he had remained in it until he had come to the conclusion that he was associated with a body of honest and really intelligent men. (Hear, hear.) They had singularities among them, and all sorts of crotchets frequently arose, but from an experience of fifteen years, he could say that the business of this city was conducted with ability, and with a conscientiousness which would satisfy anyone who understood its operations. (Cheers.) He thought that in every sort of transaction co-operation and goodwill was always necessary to success. He thought it most useful that the authorities should always keep up the *entente cordiale* with every member of their profession, (Hear, hear.) The members of the council had the highest respect for the members of their Profession, and he, as their mouthpiece, thanked them for the handsome manner in which they had expressed their good wishes to the corporation. (Cheers.)

Mr. Rushton proposed the "Health of the Mayor of Salford," which was received with cheers.

The Mayor of Salford (Mr. Harwood) said the honour of replying to the toast was greatly enhanced by the fact that the gentleman who had proposed it was a personal friend of his own, one who had been mayor of Bolton for two consecutive years, and a member of that corporation for a quarter of a century, and one who had left his mark on all the improvements in Bolton during that time. He also felt ashamed to reply to the toast in the presence of Mr. Alderman Radford, whom he looked upon as one of the fathers of the Corporation of Salford. (Applause.) He (the Mayor) had not been connected with the Corporation of Salford long, but he found it was composed of a body of gentlemen who came there for no other purposes than to render the best services they could to those who had sent them to the Council. (Hear, hear.) The office which he held was no sinecure. Recently he had had to attend to the school board election, and that was no light matter. As they would have seen from letters in the papers, the Mayor of Salford's bill was challenged, and under the able guidance of Mr. Andrew, their clerk, he had had to apply to the Educational Board. The result was that the school board had decided to pay every farthing of that bill, thus proving that the bill was a just and proper one. He should have been ashamed to send in any bill which he could not stand by. (Hear, hear.) In conclusion he thanked them for the honour which they had conferred upon him as Chief Magistrate of Salford.

Mr. Alderman Radford proposed "The Lord Chancellor and the Judges, including the Local Judges." He felt sure that in proposing that toast he carried with him the sympathy of every member of the society—(hear, hear)—for there was not one among them, from the youngest to the oldest, but must regard with veneration the illustrious persons who filled the highest positions in their Profession. After eulogising the Lord Chancellor, he referred to our common law judges, and said we could not but regard with wonder the extraordinary power displayed by them in the discharge of their duties. Those who had looked to the marvellous charge now being delivered in that *cause celebre*, the Tichborne case, by the Lord Chief Justice (Sir A. Cockburn) must regard it as one of the most wonderful instances of the power of the elucidation of a case surrounded with difficulties and with an unequalled mass of evidence, which could only be dealt with by one who had had such an extensive legal training. (Applause.)

Mr. Jepson responded to the toast.

Mr. M. Bateson Wood proposed "The Incorporated Law Society of Liverpool," which was responded to by Mr. Garnett, the vice-president of that society; and the Mayor of Manchester then proposed "The health of the President of the Manchester Incorporated Law Association," who responded.

The proceedings were shortly afterwards brought to a conclusion.

MUTUAL LIFE ASSURANCE SOCIETY.

THE half yearly general meeting of the society was held on Wednesday at the offices, King-street, Cheapside. Sir Sills John Gibbons, Bart., presided, and there was a large attendance.

The formal business having been transacted, the report and accounts were taken as read. The former was as follows:

"The revenue account and balance sheet for 1873, which the directors have the pleasure to lay before the members, are ready for deposit at the Board of Trade, and are prepared in the manner prescribed by the Life Assurance Companies' Act, 1870, which is now generally adopted. In this form comparions can easily be made with the accounts of other offices, and members of the Mutual can without difficulty ascertain the comparative position of the society. The accounts appended hereto present the following characteristics:—1. Increase in the total assurances and policies in force; 2. In the assurance fund; 3. In the new assurances effected during the year; 4. In the new premiums; 5. In the rate of interest on investments; 6. In the expenses of management; and 7. A decrease in the amount of claims. The total assurances now in force amount to £2,477,374, under 4417 policies. The assurance fund has increased in the past year from £769,538 to £802,381. The new assurances have increased from 189 policies, assuring £96,506 in 1872, to 249 policies, assuring £150,140 completed in 1873, being an increase of 56 per cent. in the twelve months. The new premiums have increased from £3113, in 1872, to £4639 in 1873, being an increase of 49 per cent. The rate of interest on the total cash assets of the society has increased from £4 3s. 4d. per cent. in 1872 to £4 7s. 2d. in 1873, being equivalent to a clear gain to the society of about £1540 a year on the interest account alone. The expenses of management have increased by £1116 on the year. Against this is to be set a largely increased new business, which is steadily developing, and an increased new premium income for 1873 of £1526 over that of 1872. The increase on the average rate of interest of 3s. 10d. per cent., which on £802,381 is about £1540, brings a total of over £3066 per annum to the credit of the revenue account as a result of the extra expenditure of the society during the past year. The directors have pleasure in stating that the claims for 1873 are only £58,285, against claims in 1872 amounting to £61,054. Notices to the members giving the particulars of the sums which will be added to their policies in the event of their becoming claims in 1874 will be sent out as soon as possible.

The Chairman said it became his very pleasing duty to address them in reference to the business of the year 1873. He did so with more than ordinary pleasure, because he felt sure that they had all given very minute and particular attention to the report of the directors, by which they would find that the business of the society had increased in a satisfactory manner. The improvement which had occurred was, in his judgment, of a very marked character, seeing that they were gaining to a greater extent than they had ever done before the confidence of the public, who were most anxious to become acquainted with this very flourishing office. When they looked

to the continued increase of the funds they would see that in the year just ended they amounted to £48,285. The income was in proportion. The new insurances had increased from £96,506 in 1872 to £150,140 in 1873, being an increase of 56 per cent. in the year. He wished to say most emphatically that the same care and scrutiny as usual had been observed. It was not for the sake of doing new business that the increase had been made—(hear, hear)—and therefore he thought the result of the past year's work was a sourse of very great gratification, and he thought it would be so regarded by the shareholders. (Hear, hear.) They had increased their business between £50,000 and £60,000; and the same vigilance was exercised as heretofore. From that vigilance very great results had been obtained. During the past year it was thought that the claims would reach something like what they were in 1871 and 1872, but tho fact was that they were some £3000 below the amount which they reached in 1872. That was another very agreeable feature in the report, for it showed that they had not been wrong in their calculations which they had made in respect to the mortality that might be looked for. The rate of interest on the total cash assets of the society had increased from £4 3s. 4d. per cent. in 1872 to £4 7s. 2d. per cent. in 1873, giving a clear gain to the society of about £1540 on the interest account alone. This tended to show to the proprietors that the directors had not lost sight of anything which would benefit the society. The tabular account of the society's progress during the last forty years—namely, from 1834 to 1873—was of a very gratifying character indeed. They all knew how the society was first constituted—that there was no proprietary capital; that a number of gentlemen bound themselves together, feeling certain that they could so found the society on mutual principles that they would require no capital whatever. They pledged themselves that in the event of certain losses occurring they should be defrayed *pro ratâ*, as they stood. If those present examined the statement to which he referred they would see how rapidly the income of the society had increased from £4211 in the first year up to £10,447 in four years. In that he thought they had much to congratulate themselves upon, and with their permission he would now propose the adoption of the report. (Applause)

Mr. Ingall (late of the Imperial) seconded the motion.

The motion was agreed to.

A proprietor proceeded to offer some remarks upon the tabular statement showing the progress of the office since its establishment, and observed that he thought it a very satisfactory state of affairs for any office to show to its members. He, for one, felt grateful to all the directors and officials, past and present, whose watchful care had contributed to the present flourishing position of the society.

Mr. H. M. Dunphy proposed, and Mr. Stafford Northcote seconded, a vote of thanks to the chairman and board of directors for their exertions during the past year.

The motion was carried unanimously, and briefly acknowledged by the chairman.

Mr. Pellatt proposed, and Mr. Gull seconded, a vote of thanks to the actuary, Mr. Thomas Tully, to whom, said the proposer, the society was greatly indebted for his energetic and successful attempts to increase their business. (Applause.)

The motion having been unanimously agreed to,

Mr. Tully, in acknowledging the compliment, expressed the gratification which it afforded him to have so soon obtained a public recognition of his services. He assured the meeting that the resolution just passed would act as an incentive to future exertions; and, without wishing to make any pledges for the future, he thought he might go so far as to say that no efforts would be left untried by him to augment the business and extend the popularity of the society. (Hear, hear.)

The proceedings then terminated.

BRISTOL ARTICLED CLERKS' DEBATING SOCIETY.

A MEETING of this society was held in the Law Library on Tuesday evening, the 3rd instant, at seven o'clock, F. Gilmore Barnett, Esq., solicitor, in the chair. The following was the point for discussion:—Do the words "cause of action," in sect. 18 of the Common Law Procedure Act 1852, mean the whole cause of action or only the breach of contract? (See *Durham* v. *Spence*, L. Rep. 6 Ex. 46, 19 W. Rep. 162). Mr. Fenwick opened, and Mr. Bryant opposed. The majority were in favour of the latter view.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's-inn Hall, on Wednesday, the 25th Feb. Mr. H. H. Crawford, solicitor, in the chair. Mr. Joseph opened the subject for the evening's debate, viz.: "That the principle of Sir Wilfrid Lawson's Permissive Bill is worthy of support." The motion was lost by a majority of eight."

LAW STUDENTS' DEBATING SOCIETY.

AT the meeting of Tuesday evening in last week, held at the Law Institution, the question appointed for discussion was No. 532 legal:—On the decease, if a woman entitled by descent to an estate in fee simple, is her husband, having had issue by her, entitled, according to the present law, to an estate for life by the curtesy of England in the whole or any part of her share? Mr. Indermaur presided. There was a large attendance of members, and after a good debate the question was decided in the affirmative by a large majority.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

H. MERIVALE, ESQ., LL.D., C.B.

THE late Herman Merivale, Esq., C.B., Under Secretary of State for India, who died on the 8th inst., at his residence in Cornwall-gardens, of disease of the heart, after a short illness, in the sixty-eighth year of his age, was the eldest son of the late John Herman Merivale, Esq., Commissioner of Bankruptcy, of Barton-place, Devon, by Louisa Heath, daughter of the late Rev. Joseph Drury, D.D., of Cockwood House, Devon. He was born in the year 1806, and was educated at Harrow, and at Trinity College, Oxford, where he graduated B.A. in 1827, taking first-class honours in the school of Literis Humanioribus; he was afterwards elected to a fellowship in Balliol College, and took his M.A. degree in 1833. He was called to the Bar by the Honourable Society of the Inner Temple, in Michaelmas Term, 1832, and joined the Western Circuit, practising occasionally at the Exeter and Devon sessions, and he was also for some time Recorder of Falmouth, Helston, and Penzance. In 1837 he was appointed Professor of Political Economy in the University of Oxford, which he held for the usual period, and in 1848 he was appointed permanent Under Secretary of State for the Colonies, and subsequently, namely, in 1860, Under Secretary for the Indian Department, the duties of which office he fulfilled down to the period of his decease. Mr. Merivale, who was nominated a Companion of the Bath in 1858, was the author of "Lectures on the Colonies and Colonization," "Historic Studies," &c. He married in 1834 Miss Caroline Penelope Robinson, daughter of the Rev. William Villiers Robinson, and sister of the late Rev. Sir George Stamp Robinson, Bart., of Crawford, Northamptonshire, by whom he has left a family.

PROMOTIONS AND APPOINTMENTS.

N.B.—Announcements of promotions being in the nature of advertisements, are charged 2s. 6d. each, for which postage stamps should be inclosed.

MR. FRED. D. COOKE, of 32, Full-street, Derby (successor to the late firm of Gamble and Cooke), has been appointed a Commissioner to administer Oaths in Chancery.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Feb. 17.

PALMER, SON, and BROUGHTON, attorneys and solicitors, Birmingham. Dec. 1. (William Webb Palmer and Legh Delves Broughton)

Bankrupts.

Gazette, Feb. 20.

To surrender at the Bankrupts' Court, Basinghall-street.

CANNING, JOHN, secretary to an engineer, Great Winchester-st-bldgs. Pet. Feb. 16. Reg. Brougham. Sol. Trinder, Bishopsgate-st-without. Sur. March 6

MARCHISIO, JOHN, merchant, Mark-la, Pet. Feb. 17. Reg. Hazlitt Sol. Simpson, Borough High-st. Sur. March 4

PITCHFORD, EDWARD BEAUMONT, and PITCHFORD, ALFRED THOMAS, lead manufacturers, Limehouse. Pet. Feb. 16. Reg. Spring-Rice. Sols. Linklaters and Co. Walbrook, Sur. March 5

STIFF, GEORGE, and FLOWER, ALFRED, newspaper proprietors, Fleet-st. Pet. Aug. 21. Reg. Murray. Sols. Renshaw and Rolph, Cannon-st. Sur. March 10

To surrender in the Country.

AMBREY, THOMAS, grocer, Mountain Ash. Pet. Feb. 14. Reg. Rees. Sur. Feb. 28

DRAY, ALFRED HENRY, blacksmith, Chiddingly. Pet. Feb. 17. Reg. Blaker. Sur. March 5

METCALF, FREDERICK, cotton broker, Liverpool. Pet. Feb. 17. Reg. Watson. Sur. March 5

TAYLOR, HENRY, builder, Howden. Pet. Feb. 7. Reg. Phillips. Sur. March 5

Gazette, Feb. 24.

To surrender at the Bankrupts' Court, Basinghall-street.

CROSLEY, EDWIN UNDECIMUS, stock broker, Cornhill. Pet. Feb. 21. Reg. Roche. Sur. March 12

To surrender in the Country.

APSLEY, JOHN, builder, Park-row, Blackheath. Pet. Feb. 20. Reg. Pitt-Taylor. Sur. March 10

BICKERTON, WILLIAM, steamboat agent, Cardiff. Pet. Feb. 20. Reg. Langley. Sur. March 10

HUNT, GEORGE, tailor, Sheffield. Pet. Feb. 20. Reg. Wake. Sur. March 11

JONES, FREDERICK, draper, Gellygare. Pet. Feb. 20. Reg. Russell. Sur. March 9

KERR, DANIEL, surgeon, Northfield. Pet. Feb. 20. Reg. Chauntler. Sur. March 10

SCHOFIELD, EMANUEL, joiner, Bradford. Pet. Feb. 17. Reg. Robinson. Sur. March 13

SCROXTON, ALBERT HOLLAND, glass dealer, Birmingham. Pet. Feb. 20. Reg. Chauntler. Sur. March 10

WELSH, THOMAS, draper, High Wycomb, Pet. Feb. 21. Reg. Watson. Sur. March 12

WILLIAMS, WALTER LEWIS LLEWELLYN, ironmonger, Llanelly. Pet. Feb. 21. Reg. Lloyd. Sur. March 11

BANKRUPTCIES ANNULLED.

Gazette, Feb. 17.

ADDISON, GEORGE, gentleman, Bath. Oct. 22, 1873

JACKSON, WILLIAM, yarn doubler, Manchester. Oct. 11, 1873

TURNER, GEORGE, blacksmith, Wonston. Feb. 5, 1872

Gazette, Feb. 20.

DUNN, GEORGE, dealer in pictures, Windsor. Nov. 1, 1873

HART, HENRY, Castle-st, Houndsditch. July 3, 1873

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Feb. 20.

BARLOW, GEORGE RUSHTON, tailor, Blackburn. Pet. Feb. 17. March 5, at eleven, at offices of Sols. Messrs. Radcliffe, Blackburn

BASSETT, RICHARD, tailor, Mansion-house-bldgs, Queen Victoria-st, Pet. Feb. 17. March 4, at eleven, at the London Warehousemen's Association, 33, Gutter-la. Sol. Buchannan, Basinghall-street

BEAZLEY, ROBERT, builder, Fratton. Pet. Feb. 17. March 5, at three, at office of Wainscot, accountant, Portsea. Sol. Walker, Landport

BLACKBURN, WILLIAM, tailor, Chorley. Pet. Feb. 16. March 4, at offices of Sol. Morris, Chorley

BLAKE, ANDREW, commission agent, Pall-mall, and St. Luke's-rd, Bayswater. Pet. Feb. 16. March 3, at two, at office of Sol. Christmas, Walbrook

BOWDEN, ROBERT WALKER, fancy goods dealer, Scarborough. Pet. Feb. 12. March 3, at three, at offices of Sol. Williamson, Scarborough

BURGESS, EDWIN, draper, Wilmslow. Pet. Feb. 16. March 4, at three, at offices of Sols. Higginbotham and Barclay, Macclesfield

CARR, HENRY SAMWAYS, broker, Homer-st, Marylebone-rd. Pet. Feb. 13. March 2, at three, at offices of Sol. Yorke, Marylebone-rd

CARSLAKE HENRY, beerhouse keeper, Salisbury. Pet. Feb. 17. March 6, at three, at F. Hodding, Market House, Salisbury

CAWDRON, WILLIAM, coal dealer, Moulton. Pet. Feb. 16. March 9, at eleven, at office of Sols. Caparn and Wilders, Holbeach

CLARKE, EDWIN RICHARD, builder, Cambridge. Pet. Feb. 16. March 9, at eleven, at office of Sols. Ellison and Burrows, Petty Cury

CLARKE, JOHN, innkeeper, West Smethwick. Pet. Feb. 16. March 5, at three, at the Carnarvon Castle inn, Wolverhampton. Sol. Osborne, Shifnal

COPE, JOHN, farmer, Lipley. Pet. Feb. 12. March 3, at eleven, at the Fox and Hounds inn, Cheswardin. Sol. Onions

CRUMP, GEORGE, fish dealer, Bursiem. Pet. Feb. 17. March 9, at eleven, at office of Sol. Sherratt, Kidsgrove

DANES, THOMAS RICHARD, coal merchant, Kentish-town-rd. Pet. Feb. 18. March 6, at four, at office of Sol. Ablett, Cambridge-st, Hyde-pk

DAVEY, ROBERT, mail contractor, Dulverton. Pet. Feb 18. March 5, at two, at the Red Lion hotel, Dulverton. Sol. Rogers, Exeter

DAWSON, WILLIAM, builder, Crewe. Pet. Feb. 17. March 12, at eleven, at office of Sol. Warburton, Crewe

EADES, ALFRED, and EADES, EDWARD, painters, Portsea. Pet. Feb. 14. March 3, at twelve, at offices of Edmonds, Davis, and Clark, 32, Poultry, London. Sols. Harvey and Addison, Portsea

EATON, THOMAS, fishmonger, Farnworth. Pet. Feb 18. March 5, at eleven, at the Old Bowling Green hotel, Farnworth. Sol. Cork

FIELD, MILBOURN GOODRICK, chemist, Wolverhampton. Pet. Feb. 14. March 2, at eleven, at office of Sol. Gatis, Wolverhampton

FREETH, SAMUEL, grocer, West Smethwick. Pet. Feb. 16. March 6, at eleven, at office of Sol. Shakespeare, Oldbury

GALE, BENJAMIN, soda water manufacturer, Leeds. Pet. Feb. 14. March 2, at one, at office of Sols. Rooke and Midgley, Leeds

GOLDSTONE, SAMUEL, clothier, Birmingham. Pet. Feb. 16. March 4, at two, at offices of Sols. Maher and Poncia, Birmingham

GOODALL, JOHN, timber dealer, Harestock. Pet. Feb. 13. Feb. 28, at three, at 44, Cooper's-rd, Old Kent-rd

GRANT, ROBERT, grocer, Braintree. Pet. Feb. 13. March 9, at two, at the London Warehousemen's Association, 33, Gutter-la, Cheapside, London. Sol. Downes, Cheapside, London

GREGORY, FRANCIS JAMES, publican, Cheltenham. Pet. Feb. 17. March 5, at half-past ten, at office of Sol. Boodle, Cheltenham

HALL, JOHN, plait dealer, Luton. Pet. Feb. 17. March 10, at one, at office of Sol. Jeffery, Luton

HALL, THOMAS, beerseller, Newcastle-under-Lyme. Pet. Feb. 14. March 2, at eleven, at the Copeland Arms hotel, Stoke-upon-Trent. Sol. Cooper, Congleton

HAMPSON, JONAH, grocer, Watford. Pet. Feb. 14. March 9, at two, at office of Coker, accountant, Cheapside. Sol. Barrett, New-inn, Strand

HARRIS, ROBERT, builder, Trowbridge. Pet. Feb. 16. March 4, at twelve, at office of Sol. Rodway, Trowbridge

HEARTFIELD, JOHN, pork butcher, High-st, Mitcham. Pet. Feb. 17. March 6, at twelve, at office of Parry, Croydon-gr, Croydon. Sol. Parry, Gresham-bldgs

HIGHAM, JAMES, grocer, Chorley. Pet. Feb. 17. March 6, at eleven, at office of Sol. Morris, Chorley

HOLMES, ROBERT, jun., tobacco merchant, Leeds. Pet. Feb. 17. March 4, at three, at office of Sols. Messrs. North, Leeds

HORNER, JANE, spinster, fancy stationer, High-st, Camden-town. Pet. Feb. 19. March 9, at two, at office of Sol. Oblein, Queen Victoria-st

HUNT, ALFRED, eating-house keeper, Pimlico-rd, Pimlico. Pet. Feb. 5. March 2, at three, at office of Sol. Marshall, Lincoln's-inn-fields

JAGGER, HIRAM, worsted spinner, Bradford. Pet. Feb. 18. March 3, at twelve, at office of Sols. Terry and Robinson, Bradford

JAMES, SARAH, baker, Syresham. Pet. Feb. 17. March 7, at ten, at office of Small, Buckingham. Sols. Messrs Kilby, Banbury

JONES, JOHN, and JONES, THOMAS, builders, Lewyngog. Pet. Feb. 13. March 3, at two, at offices of Sol. Jones, Aberystwith

KANE, GEORGE, bootmaker, Liverpool. Pet. Feb. 18. March 17, at three, at office of Vine, accountant, Liverpool. Sol. Ritson, Liverpool

KEDENTON, SAMUEL, boot manufacturer, Norwich. Pet. Feb. 16. March 4, at one, at office of Sol. Stanley, Norwich

KULOW, PAUL FRIEDRICH WILHELM ERNST MORITZ, and REUSS, GERHARD, merchants, West Hartlepool. Pet. Feb. 14. March 4, at eleven, at office of Sol. Todd, Hartlepool

LACKINGTON, HENRY, baker, Southend, Croydon. Pet. Feb. 13. March 2, at two, at office of Sols. Messrs. Button, Henrietta-st, Covent-gdn

LAWRENCE, ELIJAH STEPHEN, tailor, Marlborough. Pet. Feb. 16. March 9, at eleven, at office of Sol. Goulter, Hungerford

LEE, JOHN, tobacconist, Chester. Pet. Feb 13. March 4, at three, at office of Sol. Cartwright, Chester

LENNY, JAMES, jeweller, Liverpool. Pet. Feb. 18. March 9, at two, at office of Sol. Etty, Liverpool

LEVERSAGE, EDWARD HOWARD, of no occupation, Coleherne-rd, South Kensington. Pet. Feb. 16. March 14, at three, at office of Sols. Crook and Smith, Fenchurch-st

LEWIS, JOHN, labourer, Radstock. Pet. Feb. 11. March 4, at three, at offices of Sol. McCarthy, Frome

LIPSCOMB, WILLIAM THOMAS, chairmaker, Wroughton. Pet. Feb 14. Feb. 23, at eleven, at the White Hart hotel, Newbury. Sol. Lucas, Newbury

LISSON, CHARLES JOHN, diamond merchant, Devonshire-rd, Greenwich. Pet. Feb. 17. March 10, at two, at the Guildhall coffee-house, Gresham-st. Sol. Murray, Sackville-st, Piccadilly

LOWE, GEORGE WRIGLEY, carriage builder, Chesterfield. Pet. Feb. 17. March 5, at ten, at office of Sol. Cowdell, Chesterfield

LUND, SAMUEL, shoemaker, Heckmondwike. Pet. Feb. 17. March 4, at ten, at office of Sol. Wooler, Batley

MCCOY, PHILIP, soda water manufacturer, Maryport. Pet. Feb. 16. March 3, at eleven, at offices of Sol. Collier, Maryport

MILES, WINIFRED, staymaker, Worthing. Pet. Feb. 18. March 11, at three, at offices of Sol. Holtham, Brighton
MUDGE, JOHN, builder, Plymouth. Pet. Feb. 16. March 4, at eleven, at office of Sols. Greenway and Adams, Plymouth
MUSSELLWHITE, WILLIAM, and MUSSELLWHITE, JOHN CHARLES PEARMAN, builders, Basingstoke. Pet. Feb. 16. March 6, at one, at office of Sol. Chandler, Basingstoke
PATERSON, JOHN, grocer, Liverpool and West Derby. Pet. Feb. 16. March 5, at three, at office of Gibson and Bolland, accountants, Liverpool. Sol. Hunter, jun. Liverpool
PEACOCK, ALBERT LOUIS, surgeon, Great Harwood. Pet. Feb. 18. March 5, at eleven, at office of Sol. Tattersall, Blackburn
PERKS, EDWARD, shoemaker, Middlesbrough. Pet. Feb. 13. March 2, at two, at office of Sol. Dobson, Middlesbrough
PICKSLEY, THOMAS, druggist, Burton-on-Humber. Pet. Feb. 17. March 4, at eleven, at office of Sols. Nowell and Priestley, Burton-on-Humber
POPE, CHARLES, jun., baker, Hungerford. Pet. Feb. 4. Feb. 28, at two, at the Greyhound hotel, Fordingbridge. Sol. Hicks, Annis-st, South Hackney, and Gracechurch-st
POTTS, JOHN, wine merchant, Aldershot. Pet. Feb. 13. March 6, at two, at the Rainbow tavern, Temple Bar. Sol. Hull, Godalming
POWELL, WILLIAM ALFRED, grease manufacturer, Burdett-rd, Bow. Pet. Feb. 11. Feb. 28, at two, at office of Sol. Marshall, Lincoln's-inn-fields
ROBERTS, JOHN, metal broker, Liverpool. Pet. Feb. 18. March 10, at two, at office of Sol. Etty, Liverpool
ROSSITER, CHARLES, artificial florist, Edmonds-pl, Shepherdess-walk, City-rd. Pet. Feb. 10. March 2, at twelve, at office of Sol. Vickers, Southampton-bldgs, Holborn
ROUNTHWAITE, THOMAS, clothier, Sunderland. Pet. Feb. 16. Feb. 23, at twelve, at office of Sol. Ritson, Sunderland
SHEPHERD, JAMES, saddler, Bury. Pet. Feb. 17. March 5, at twelve, at the Clarence hotel, Manchester. Sol. Grundy, Bury
SLATER, SAMUEL, gas fitting manufacturer, Wednesbury. Pet. Feb. 18. March 6, at eleven, at office of Sol. Slater, Darlaston. Sol. Edwards, Darlaston
SMITH, EDWIN, traveller, Bevington-road, Notting-hill. Pet. Feb. 10. March 3, at twelve, at office of Lewis and Day, solicitors, South-sq, Gray's-inn. Sol. Day
SMITH, JOHN, brewer's clerk, Hildrop-rd, Camden-rd. Pet. Feb. 17. March 6, at three, at office of Sol. Lewis, Wilmington-sq
SURMAN, WILLIAM, broker, Cheltenham. Pet. Feb. 16. Feb. 28, at eleven, at office of Sol. Billings, Cheltenham
SWALLOW, CHARLES, out of business, Shrewsbury. Pet. Feb. 17. March 5, at eleven, at office of Sol. Morris, Shrewsbury
THOMAS, ROSINI ELIZABETH, widow, china merchant, Wardour-st, Soho. Pet. Feb. 19. March 9, at twelve, at office of Sols. Bennett and Bretherton, Friday-st
THURSTANS, EMMA, milliner, Birmingham. Pet. Feb. 18. March 4, at four, at office of Sol. Parry, Birmingham
TIM, CARSTEN, merchant, Hull. Pet. Feb. 16. March 4, at eleven, at office of Sols. Robert and Leak, Hull
TUCKER, FREDERICK WALTER, commercial traveller, Heigham. Pet. Feb. 18. Feb. 26, at four, at office of Sol. Sadd, Norwich
TURNER, THOMAS, commercial traveller, Leeds. Pet. Feb. 16. March 3, at two, at office of Sol. Pullan, Leeds
WAINWRIGHT, HENRY, brush manufacturer, Whitechapel-rd. Pet. Feb. 16. March 4, at two, at office of Lols. Linklater, Hackwood, Addison, and Brown, Walbrook
WEBB, WILLIAM ESSINGTON, victualler, Worcester. Pet. Feb. 16. March 5, at eleven, at office of Sols. Rea and Miller, Worcester
WHITEOAK, PARKER BUCKLEY, wood turner, Streeton-in-Craven. Pet. Feb. 7. March 6, at three, at office of Sols. Wright and Waterworth, Keighley
WOOD, GEORGE, corn chandler, Kingsland-rd. Pet. Feb. 13. March 2, at four, at office of Sol. Geaussent, New Broad-st

Gazette, Feb. 24.

ALIFFE, WILLIAM, labourer, Normanton. Pet. Feb. 18. March 12, at eleven, at office of Sol. Stringer, Ossett
ATKISS, RICHARD, jun., chartermaster, Toll End. Pet. Feb. 18. March 7, at eleven, at office of Sol. Cresswell, Willenhall
BEANE, CHARLES FREDERICK, corn merchant, New Corn Exchange, Mark-la, and Seething-la. Pet. Feb. 19. March 12, at two, at office of Barnard, Clarke, McLean, and Co., 3, Lothbury. Sols. Ashurst, Morris, and Co., Old Jewry
BELCHAMBER, GEORGE, hatter, Brighton. Pet. Feb. 20. March 13, at three, at 13, Queen-st, Cheapside, London. Sol. Chalk, Brighton
BEVERLY, ABRAHAM MANHOOD, cheesemonger, Kentish-town-rd. Pet. Feb. 21. March 11, at three, at offices of Berry, Greening, and Co., Farringdon-st. Sol. Knight, Newgate-st
BLENKHORN, SARAH ANNE, and BLENKHORN, ELEANOR MARIA WREN, schoolmistresses, Claythorpe. Pet. Feb. 17. March 6, at half-past twelve, at office of Sol. Williams, Lincoln
BOCKING, HENRY, basket maker, King-st, Covent-garden. Pet. Feb. 20. March 7, at eleven, at office of Sol. Apps, South-sq, Gray's-inn
BRIDGE, JOHN, Clee. Pet. Feb. 20. March 6, at eleven, at offices of Sols. Grange and Wintringham, Great Grimsby
BROOKS, WILLIAM, builder, Birmingham. Pet. Feb. 20. March 10, at three, at office of Sol. Cottrell, Birmingham
BUSSELL, JOSEPH, carpenter, Bath. Pet. Feb. 21. March 12, at eleven, at 3, Wood-st, Bath. Sols. Messrs. Mogerl
CARTER, JOHN, farmer, Belchamp St. Paul. Pet. Feb. 19. March 12, at eleven, at the Four Swans hotel, Sudbury. Sol. Andrews, Sudbury
CAVELL, WILLIAM, baker, Scarborough. Pet. Feb. 19. March 10, at twelve, at offices of Dawber, Scarborough. Sol. Calvert, York
CLARKE, ALFRED, plumber, Brighouse. Pet. Feb. 21. March 6, at three, at offices of Bates, auctioneer, Brighouse. Sol. Barber, Brighouse
COLBOURNE, JANE, milliner, Weston-super-Mare. Pet. Feb. 17. March 11, at twelve, at the George and Railway hotel, Bristol. Sol. Chapman, Weston-super-Mare
CURRIE, JOHN, draper, Sheffield. Pet. Feb. 19. March 6, at four, at office of Sols. Messrs. Binney, Sheffield
DANDY, JOHN, innkeeper, Scarborough. Pet. Feb. 18. March 9, at two, at office of Sol. Williamson, Scarborough
DAVIES, CHARLES DAVID, refreshment room keeper, Halifax. Pet. Feb. 19. March 5, at eleven, at offices of Sols. Holroyde, and Smith, Halifax
DAWE, JOHN, grocer, Lofthouse. Pet. Feb. 21. March 9, at eleven, at offices of Sols. Hunton and Bolsover, Stockton-on-Tees
DE LA MARE, JOHN EDMUND, grocer, Croydon. Pet. Feb. 18. March 10, at twelve, at offices of Sols. Carter and Bell, Leadenhall-st, London
DOUGLASS, THOMAS BROWN, and DOUGLASS, WILLIAM BURNS, iron founders, Monkwearmouth. Pet. Feb. 18. March 11, at eleven, at office of Sol. Skinner, Sunderland
DRAYCOT, CHARLES ANTHONY, agent, Blythe Bridge, near Longton. Pet. Feb. 17. March 5, at half-past one, at the Crown hotel, Stone. Sol. Welch, Longton
DRIVER, HENRY, bookbinder, Worcester. Pet. Feb. 21. March 13, at eleven, at office of Sol. Abell, Worcester
EASTWOOD, JONATHAN, wholesale fruit dealer, Huddersfield. Pet. Feb. 19. March 9, at twelve, at offices of Sols. Craven and Sunderland, Huddersfield
EHRMANN, FREDERICK, baker, Hereford-st, Lisson-gr. Pet. Feb. 10. March 6, at three, at office of Sols. Messrs. Button, Henrietta-st, Covent-gdn
ELFORD, HENRY, merchant, Oxford-st. Pet. Feb. 20. March 12, at two, at the Guildhall tavern, Gresham-st. Sols. Messrs. Vallance, Essex-st, Strand
ELLIS, GEORGE, tailor, Birmingham. Pet. Feb. 18. March 6, at three, at office of Sols. Wright and Marshall, Birmingham
EMERY, WILLIAM, builder, Bath. Pet. Feb. 16. March 10, at eleven, at the White Lion hotel, Bath. Sol. Dyer, Bath
FLEMING, ROBERT, and GRIEVE, JAMES, grocers, Barrow-in-Furness. Pet. Feb. 18. March 9, at ten, at the ship hotel, Barrow-in-Furness. Sol. Fell
FRENCH, JOHN, beer retailer, Sheerness. Pet. Feb. 19. March 10, at eleven, at office of Sol. Mole, Sheerness
FUCHS, ADAM JOSEPH, baker, Wandsworth-rd. Pet. Feb. 14. March 9, at half-past three, at offices of Eves, the Old Corn Exchange, Mark-la, London. Sol. Heathfield, Lincoln's-inn-fields, London
GOLD, THOMAS, labourer, Birmingham. Pet. Feb. 7. March 4, at quarter-past ten, at office of Sol. East, Birmingham
HABERFIELD, THOMAS JOSEPH, tailor, Sutton-st, Oxford-st. Pet. Feb. 17. March 13, at two, at office of Sol. Swaine, Cheapside
HAIGH, EDWARD, common brewer, Huddersfield. Pet. Feb. 19. March 6, at eleven, at offices of Sols. Hesp, Fenton, and Owen, Huddersfield
HALL, EPHRAIM, and STEPHENSON, EDWARD, woollen manufacturers, Ossett. Pet. Feb. 20. March 13, at eleven, at office of Sol. Stringer, Ossett
HAMMOND, WILLIAM, upholsterer, Lewes. Pet. Feb. 21. March 11, at twelve, at the London Warehousemen's Association, Gutter-la. Sol. Stuckey, Brighton
HARRISON, JOHN MABSON, wine merchant, Leeds. Pet. Feb. 18. March 9, at three, at office of Sols. Fawcett and Malcolm, Leeds
HEPWORTH, HENRY, brass founder, Sheffield. Pet. Feb. 21. March 10, at eleven, at office of Sol. Auty, Sheffield
HIRON, JOHN SAMUEL, journeyman printer, Hereford. Pet. Feb. 19. March 11, at ten, at offices of Sols. Underwood, Knight, and Underwood, Hereford
HOLDEN, WILLIAM, ironmonger, Yalding. Pet. Feb. 18. March 10, at four, at the Mitre hotel, Maidstone. Sol. Goodwin, Maidstone
HOWES, WILLIAM, gentleman, Gilbert-st, Hanover-sq. Pet. Feb. 23. March 14, at two, at office of Sol. Pullen, Cloisters, Temple
INGLEDEW, JOSEPH, auctioneer, Bishopsgate-st-without. Pet. Feb. 19. March 10, at two, at office of Sol. Christmas, St. John's-chbs, Walbrook
KELLETT, HENRY, slater, Ripon. Pet. Feb. 20. March 12, at half-past two, at office of Sol. Bateson, Low Harrogate
KELVIN, HARKNESS, and KELVIN, MATILDA, painters, Newcastle-upon-Tyne. Pet. Feb. 12. March 10, at two, at offices of Sols. Messrs. Joel, Newcastle-upon-Tyne
KNAPP, EDWARD SEYMOUR, grocer, Ryde. Pet. Feb. 19. March 9, at eleven, at office of Sol. Hooper, Newport
LANSDOWN, JAMES CHESTER, architect, Farringdon-st. Pet. Feb. 19. March 10, at two, at office of Sol. Trueflitt, Essex-st, Middle Temple
LANT, ROBERT, hatter, Halifax. Pet. Feb. 21. March 10 at three, at the Brown Cow hotel, Halifax. Sol. Boocock, Halifax
LEAKE, THOMAS, innkeeper, Albrighton, near Shrewsbury. Pet. Feb. 20. March 16, at twelve, at offices of Corser and Nevett, solicitors, Shrewsbury
LEGETT, Rev. CHARLES JAMES, clerk in holy orders, Stoke Newington. Pet. Feb. 21. March 16, at two, at offices of Buffen, public accountant, 52, Moorgate-st. Sol. Handson, King-street, Cheapside
LINEKER, ROBERT, farmer, Shinfield, near Reading. Pet. Feb. 19. March 17, at two, at the Queen's hotel, Reading. Sol. Barrett, New-inn, Strand, London
LINES, MARTIN, wheelwright, Sutton Veny. Pet. Feb. 19. March 9, at one, at offices of Sols. Wakeman and Bleeck, Warminster
LOVELAND, WILLIAM JOHN, grocer, Tunbridge. Pet. Feb. 14. March 4, at twelve, at office of Slater and Panell, Guildhall-chbs, Basinghall-st. Sol. Palmer, Tunbridge
MAY, WILLIAM JOSEPH, fancy-shop keeper, Old Kent-rd. Pet. Feb. 17. March 7, at two, at office of Sol. Miller, Bond-court, Walbrook
MILLINGTON, JOHN, coal merchant, Chester. Pet. Feb. 19. March 7, at twelve, at office of Sols. Duncan and Pritchard, Chester
MILLS, HENRY, sen., and MILLS, HENRY, jun., shipchandlers, Swansea. Pet. Feb. 21. March 10, at twelve, at office of Sol. Cox, Swansea
NASH, EDWIN, joiner, Shrewsbury. Pet. Feb. 19. March 12, at eleven, at office of Sol. Morris, Shrewsbury
NASH, THOMAS, blacksmith, Great Missenden. Pet. Feb. 21. March 9, at three, at the Red Lion inn, Great Missenden. Sol. Clarke, High Wycombe
NORMAN, FREDERICK, dealer in boots, Chesterfield. Pet. Feb. 20. March 9, at three, at the Stag and Pheasant, Leicester. Sol. Gee, High-st, Chesterfield
NORTHERN, JOHN, shoemaker, Bedford. Pet. Feb. 19. March 6, at twelve, at office of Sol. Conquest, Bedford
PALMER, ROBERT, ironmonger, Haslemere. Pet. Feb. 19. March 9, at one, at office of Sol. Geech, Guildford
PARROT, EDWARD, dairyman, Aldershot. Pet. Feb. 17. March 10, at twelve, at offices of Sols. Messrs. Bayley and Foster, Aldershot
PHILLIPS, GEORGE, carpenter, Wattlesborough, par. Westbury. Pet. Feb. 20. March 11, at eleven, at office of Sol. Morris, Shrewsbury
QUINEY, ALFRED RICHARD, and QUINEY, ARTHUR EDWARD, indigo merchants, Mincing-la. Pet. Feb. 19. March 10, at three, at office of Sols. Plews and Irvine, Mark-la
REEVE, WILLIAM, butcher, Wateringbury. Pet. Feb. 18. March 5, at four, at the Mitre hotel, Maidstone. Sol. Goodwin, Maidstone
RILEY, ELIZABETH, stationer, Manchester. Pet. Feb. 20. March 9, at three, at offices of Pritchard, Englefield, and Co., Painter's Hall, Little Trinity-la, London. Sols. Edwards and Bintliff, Manchester
ROBERTS, PETER, farm bailiff, Brindiewys. Pet. Feb. 19. March 14, at eleven, at the Blue Bell inn, Gwyddelwern. Sol. James, Corwen
ROBERTS, RICHARD HENRY, and ROBERTS, SAMUEL, Angola yarn spinner, Huddersfield. Pet. Feb. 20. March 12, at half-past two, at offices of Sol. Berry, Huddersfield
SEWED, GEORGE EDWARD, flock dealer, Huddersfield. Pet. Feb. 20. March 9, at three, at office of Sol. Haigh, Huddersfield
SHOTTON, JOHN GEORGE, grocer, Winlaton. Pet. Feb. 19. March 6, at three, at office of Sol. Sewell, Newcastle-upon-Tyne
SOFIANO, ANASTASIUS, merchant, Manchester. Pet. Feb. 6. March 6, at three, at office of Sols. Grundy and Kershaw, Manchester
STANLEY, THOMAS, tea dealer, Leeds. Pet. Feb. 19. March 9, at two, at offices of Sols. Simpson and Burrell, Leeds
STEPHENSON, RICHARD, jun., timber merchant, Kingston-upon-Hull. Pet. Feb. 20. March 9, at four, at office of Sols. Messrs. Hearfield, Kingston-upon-Hull
STOTT, THOMAS, umbrella frame maker, Manchester. Pet. Feb. 21. March 10, at three, at office of Sols. Cobbett, Wheeler, and Cobbett, Manchester
THEOBALD, WILLIAM, grocer, Croydon. Pet. Feb. 18. March 11, at twelve, at offices of Sols. Cartes and Bell, Leadenhall-st, London
THOMAS, JANE JULIA, widow, Chapel-rd, Ealing. Pet. Feb. 11. March 5, at three, at office of Sol. Howell, Cheapside
THORNTON, THOMAS, woollen manufacturer, Huddersfield. Pet. Feb. 21. March 13, at three, at office of Sol. Berry, Huddersfield
TROUGHTON, JOHN, labourer, Muncaster. Pet. Feb. 20. March 11, at twelve, at office of Sol. Atter, Whitehaven
TUCKER, GEORGE, jeweller, Southampton. Pet. Feb. 16. March 6, at twelve, at office of Sol. Robins, Southampton
VANNER, JOHN, woolsorter, Blandford Forum. Pet. Feb. 20. March 16, at twelve, at the Railway hotel, Wimborne Minster. Sol. Moore, Wimborne Minster
VEARSOMBE, JOHN, bootmaker, Bridgewater. Pet. Feb. 20. March 9, at twelve, at offices of Sols. Reed and Cook, Bridgewater
VICKERY, WILLIAM, ironmonger, Bridport. Pet. Feb. 17. March 14, at eleven, at office of Sol. Day, Bridport
WADE, WILLIAM, provision dealer, Birmingham. Pet. Feb. 7. March 6, at quarter-past ten, at office of Sol. East, Birmingham
WALTERS, FREDERICK, licensed victualler, Sheffield. Pet. Feb. 20. March 16, at three, at office of Sols. Messrs. Binney, Sheffield
WALTON, WILLIAM JAMES, general agent, John-st, Clerkenwell. Pet. Feb. 20. March 7, at two, at offices of Calverley, Essex-st, Strand
WANLESS, THOMAS, grocer, Wallsend. Pet. Feb. 20. March 6, at eleven, at office of Sol. Sewell, Newcastle-upon-Tyne
WELCH, THOMAS JAMES, draper, Darlaston and Walsall. Pet. Feb. 17. March 9, at eleven, at the Union hotel, Birmingham. Sol. Shakespeare, Oldbury
WHITFORD, RICHARD ASH, grocer, Cardiff. Pet. Feb. 20. March 9, at two, at office of Hill, Hopkins, and Co., accountants, Cardiff. Sol. Merrils, Cardiff
WINTER, HARRIS, clothier, Commercial-st, Spitalfields. Pet. Feb. 18. March 6, at three, at offices of Sol. Montagu, Bucklersbury, E.C.
WOOD, WILLIAM, fancy box manufacturer, Manchester. Pet. Feb. 19. Feb. 26, at three, at office of Sol. Storer, Manchester
YARDLEY, BARON, herring curer, Monmouth. Pet. Feb. 13. March 2, at three, at office of Sol. Williams, Monmouth
YELF, ROBERT, wine merchant, Southampton. Pet. Feb. 20. March 9, at three, at offices of Edmonds, Davis, and Clark, Southampton. Sol. Shutte, Southampton

Orders of Discharge.

Gazette, Feb. 17.

HIBBERT, CHARLES, high bailiff, Ashton-under-Lyne

Gazette, Feb. 20.

SPERLING, JAMES MOSS, no occupation. St. John's-hill, Wandsworth, and Wertemburg-st, the Grove, Clapham
WILKINS, GEORGE, butcher, Kenley, near Croydon

Dividends.

BANKRUPTS' ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Easthope, J. superannuated inspector of stores, first 3s. 4d. Paget, Basinghall-st.—*Hastie*, J. merchant, first 2s 3d. Paget, Basinghall-st

Bubb and *Harris*, merchants, first and final, 4d. At Trust. H. W. Banner, 24, North John-st, Liverpool.—*Cumes*, W. butcher, first 10s. At Trust. K. Snelgrove, Queen-st, Exeter.—*Guild* and *Chapman*, merchants, fifth and final 4d. At office of W. J. White and Co. 33, King-st, Cheapside.—*Harrison*, G. farmer, second and final 1s. At office of C. C. Becke, 20, Market-sq, Northampton.—*Hill*, S. B. merchant, first 5s. At Trust. H. W. Banner, 24, North John-st, Liverpool.—*Moore*, W. worsted manufacturer, first and final 5s. 9d. At Trust. C. J. Buckley, 43, Market-st, Bradford.—*Nell* and *Harrison*, commission agents, first 1s. At Trust. W. T. Ogden, 48, Watling-st.—*Newstead*, F. G. metal broker, 1s. At office of Hudson and Pybus, Mechanics' Institute, Stockton.—*Schwarz*, H. merchant tailor, 11s. At Trust. W. Butcher, 73, Princess-st, Manchester.—*Sferzo*, A. D. stock dealer, second and final 7d. At Trust. J. Waddell, Mansion-house-chmbs, 12, Queen Victoria-st.—*Strangroom*, A. L. fish salesman, first 1s. 9d. At Trust. J. Etheridge, 28, King-st, Great Yarmouth.—*Thomas*, J. earthenware dealer, 13s. 4d. At Trust. M. Smith, 9, Park-st, Denbigh.—*Williamson*, J. paper merchant, 1s. 7d. At Trust. W. Butcher, 73, Princess-st, Manchester

INSOLVENTS' ESTATES.

Apply at the Provisional Assignee's Office, Portugal-street, Lincoln's-inn-fields, between the hours of eleven and two on Tuesdays only.

Jobbins, W. tailor, first, 2s. 2½d.—*Parnell*, M. L. ironmonger, 3s. 6d.—*Williams*, T. clerk, eighth, 8d.

BIRTHS, MARRIAGES, AND DEATHS

BIRTHS.

DEANE.—On the 21st, inst., at 26, York-street, Portman-sq, the wife of H. C. Deane, Esq., of Lincoln's-inn, barrister-at-law, of a son.
NEVILLE.—On the 8th inst., at 58, Elgin-crescent, Notting-hill, the wife of Ralph Neville, Esq., barrister-at-law, of a daughter.
PINCHES.—On the 13th inst., at 18, Ladbroke-square, W., the wife of E. Pinches, barrister-at-law, of a daughter.
PITCAIRN.—On the 20th inst., at Alperton, the wife of David Pitcairn, barrister-at-law, of a son.
THOMAS.—On the 19th inst., at 11, Steel's-road, Haverstock-hill, the wife of Edmund Thomas, Esq., barrister-at-law, of a son.
THOMPSON.—On the 10th inst., at 44, Russell-road, Kensington, the wife of W. F. Thompson, M.A., barrister-at-law, of a daughter.
WILCOX.—On the 13th inst., at Stokesley, the wife of F. H. Wilcox, solicitor, of a daughter.

DEATHS.

PINKNEY.—On the 17th inst., at Park House, Stoke Newington, Thomas Francis Pinkney, Esq., solicitor.
PHILIPE.—On the 17th inst., at Wood-green, Middlesex, aged 79, George Peter De Rhe Philipe, Esq., formerly of Gray's-inn-square, solicitor.
WALTER.—On the 22nd inst., at Ember-grove, Thames Ditton, and of 11, Newgate-street, aged 50, William Walter, solicitor.
WORDSWORTH.—On the 18th inst., at Wallington, Surrey, aged 68, Charles Wordsworth, Esq., Q.C.

To Readers and Correspondents.

J. W.—Yes.

W. H. LOWE.—A., certainly.

Anonymous communications are invariably rejected.

All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.

NOTICE.

The LAW TIMES goes to press on Thursday evening, that it may be received in the remotest parts of the country on Saturday morning. Communications and Advertisements must be transmitted accordingly. None can appear that do not reach the office by Thursday afternoon's post.

When payment is made in postage stamps, not more than 5s. may be remitted at one time.

All communications intended for the Editor of the Solicitors' Department should be so addressed.

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The Law and the Lawyers.

Mr. EDLIN, Q.C., was on Thursday sworn in and took his seat as Assistant-Judge of Middlesex. Mr. POWNALL, after passing a very warm eulogium on Sir W. BODKIN, congratulated the new Judge on his appointment. Mr. BRINDLEY and Mr. W. SLEIGH, on the part of the Bar, expressed their concurrence in the remarks of Mr. POWNALL. They begged also to express their sense of the ability and courtesy with which Mr. Serjt. Cox had so long discharged the duties of the court during the illness of the late Judge. Mr. EDLIN, in response, hoped that the most cordial relations would always subsist between himself and the Bar, and Mr. Serjt. Cox said that it would be affectation in him to conceal a deep sense of disappointment that he had not been permitted to reap the reward of his long public service, but in retiring from that bench it was a satisfaction to learn that he took with him the approval of those who had acted with him. He added, however, that he could most heartily congratulate the county on so efficient a successor having been appointed. He had known Mr. EDLIN for many years on circuit and as a private friend, and he could say that as a lawyer and a gentleman he deserved to be heartily welcomed by the magistrates and by all connected with the court. A better man for the office could not have been found. The new Judge then proceeded with the trial of prisoners.

As a matter of practice in bankruptcy attention may usefully be called to the case of *Ex parte Jacobs, re Carter*, before the CHIEF JUDGE on Monday last. The Registrar of the Birmingham County Court upheld an objection to the proof of a bank in respect of certain bills of exchange, such bills not being produced at the first meeting of creditors. On appeal to the County Court Judge he ordered the proof to stand admitted, thus reversing the decision of the registrar. The CHIEF JUDGE has confirmed the already established practice, which is that a creditor coming to prove his debt, holding a bill of exchange, ought to produce it. He added that in case of difficulty in producing the securities a discretion may be exercised.

MR. BUSHBY, one of the metropolitan police magistrates, has drawn attention to the fact of an Act of Geo. 1, affecting the relation of master and servant, remaining unrepealed as to one of its sections, such section making a singular provision for the punishment of servants who fraudulently purloin or embezzle their master's property. The section of the Act (9 Geo. 1, c. 27, s. 4) is expressly named in the first schedule of the Master and Servant's Act of 1867, as specifying a contract to which the latter Act shall apply. The Act itself is entituled "An Act for preventing journeymen shoemakers selling, exchanging, or pawning boots, shoes, slippers, cut leather, or other materials for making boots, shoes, or slippers, and for better regulating the said journeymen." And the punishment provided for offences covered by the 4th section includes whipping, which is not a punishment considered in the present day appropriate in the case of felony by adults without violence to the person. The Act was passed in 1740, and was adapted to a condition of things very different to that which now prevails. There is, of course, no objection to the Master and Servant's Act (if it is maintained unmodified) being made applicable to offences by journeymen shoemakers, but the penal provisions of the old Act ought to be removed from the Statute Book.

THE lawyers as a body have suffered considerably by the Tichborne incubus. That the services of three Judges of one court should be lost to the public for a period of seven months—the remaining three extending over the Long Vacation were sacrificed by the Judges from their own leisure—is a great calamity, and it has largely obstructed the dispatch of business. The state of things at Guildhall, which is to some extent owing to a want of Judges, is forcibly illustrated by the figures. The court of Queen's Bench commenced the sittings with a list of 214 causes; of these eighty causes were tried, withdrawn, or struck out. This leaves 134 remanets, 111 of which are special jury cases. The list of remanets of special jury cases left at the end of the previous sittings is not yet cleared off, so that not one of the special jury cases entered for the last sittings has been tried. For four days during last week no second court was sitting. To be defendant in a cause at the bottom of the Queen's Bench list of special juries at Guildhall is to be safe for twelvemonths from the possible inconvenience of an adverse verdict. This, assuredly, is a scandal only second in magnitude to the *Tichborne* case itself.

THE legal aspects of the *Tichborne* case might be treated with great elaboration, but when the points arose in the progress of the trial they were noticed by us, and our readers, we apprehend, would not desire to see them redressed. The conclusions which strike us as the most important are few. In the first place, we are inclined to agree with the *Times*, that the scandal of the great length of the trial, if a scandal at all, was inevitable. That the proceedings might have been abridged, had the interrogation of the defendant been possible, or had the Judges possessed the power to call the Orton family, seems to be generally admitted. This, however, as a reflection upon the case itself, is little to the purpose. As an argument in favour of the reform of our law of evidence it is extremely cogent. One of the greatest lessons furnished by the case has reference to the amendment of our system of trial by jury. It is a subject for wonder that twelve men who had never, probably, met before, should have continued to assemble day by day, with short holidays, for a period of ten months, in a vitiated atmosphere, without any one of them contracting serious illness. It can hardly be doubted that the illness or death of a juryman was among the calculations of the defendant, and he must be considered in this sense, if in no other, very unfortunate. Lord COLERIDGE, in his Juries Bill, provided against so disastrous a termination to a great trial by making the verdict of

the remaining jurymen valid and effectual, and no time should be lost, supposing a comprehensive measure dealing with our jury system cannot be passed, in placing such an enactment upon the statute book. Another very important question is whether the huge swindle might not have been exposed had a public prosecutor existed, who could have proceeded against the claimant on his landing in England, for obtaining money under false pretences. The improbabilities which lay on the surface of the case would have justified such a step. The mass of evidence subsequently obtained from sources foreign to the man's own knowledge would have been absent, and the cheat would have been speedily detected. The purely professional aspects of the case we deal with in another column, and we leave the subject of the trial with a feeling of the most intense relief.

MR. NEATE'S gallant effort to free himself from the control of the Inn, of which he became a member thirty-two years ago, is one which will excite the sympathy of many who are similarly placed. The short point in the case is this: Is an Inn of Court entitled to decline to relieve a member from the bond into which he enters on joining the society if he, on his side, declines to sign conditions restricting the practice of his profession as a barrister. Mr. NEATE'S argument was that any such restriction is contrary to public policy and void. The prayer of his bill was that Mr. NEATE might be allowed to withdraw without paying any fine or composition, or signing any conditions restricting his liberty in his Profession. Vice-Chancellor HALL allowed a demurrer to the bill for want of equity. The inevitable answer to all appeals to the courts against the acts of the Inns of Court is that they are "voluntary societies." The government of the societies is in the hands of the Benchers, from whom an appeal lies to the Judges. Rules may be made and bonds inflicted upon members who join, and the courts will grant no relief. It does not appear unreasonable, however, that the Inns should give up their control over barristers who may possibly resume practice. The Inns of Court alone have control over a barrister, and if he ceased to belong to any Inn it might be difficult to deal with him for misconduct. The jurisdiction, however, is in many respects ridiculous and unsatisfactory, and we shall be very glad to see the Bar governed as a public institution instead of as a private club.

IT is always satisfactory to find a defence which is more technical than meritorious got over by a judge. This was the result in the case of *Sale* v. *Lambert*, before the MASTER of the ROLLS on the 2nd inst. There was a sale of buildings by auction to the defendant, and in a suit for specific performance of the contract a defence was set up that there was no contract within the Statute of Frauds, because the vendor's name was not inserted in the contract. The printed particular was indorsed with a memorandum, signed by the solicitors of both parties. The purchaser was mentioned but not the vendor, and the question was whether this omission brought the case within the Statute of Frauds. The MASTER of the ROLLS said he did not remember a case in which the vendor's name was inserted in the conditions of sale, and that the real question in such cases is, "Can you find out from the contract who it is who is selling the property?" The vendor's solicitor had undertaken by the memorandum "that the vendor shall, in all respects, fulfil the conditions of sale mentioned in the said particular." Sir GEORGE JESSEL held that "vendor" was as good a description of a man as his Christian name and surname, and that evidence might be admitted to show who was meant by the vendor, as well as to show who was meant by the name of John Smith. This is a decision of great practical importance, but it need not prevent greater strictness being observed so that similar difficulties may be avoided.

THE fire at the Pantechnicon causing a most lamentable loss of property has raised a question of great importance with respect to the liability of the proprietors, Messrs. SMITH and RADERMACHER. There seems to be a disposition on the part of some of the depositors of property to litigate the matter, and whilst considering the general principle of law applicable to the case, we shall avoid remarking on the incidents of it which, to some extent, are considered as raising the question of negligence. The great authorities on the law of bailments, Sir WILLIAM JONES and Lord HOLT, make no mention of the class known to the civilians as *locatio custodiæ*, or the hiring of care to be bestowed in guarding a thing bailed, and it is doubtful whether it is strictly within what is understood in law as a bailment. In bailments proper the care to be bestowed with reference to the keeping of the property bailed is only an incident of the bailment; but in the hiring of care to be bestowed in guarding a thing deposited, the bailment is a necessary incident of the contract. The question, therefore, between the proprietors of the Pantechnicon and the depositors is one of contract. A. says to B., "In consideration of your taking care of my property, I will pay you so much." B. says to A., "In consideration of your paying me so much, I will take care of your property." There is mutual benefit and a binding contract, and simple negligence causing loss would be a breach of it, for which B. would be liable. But B. is not an insurer, as carriers of goods are, and if he has exercised due care, there is no remedy against him. What is due care is a question for a jury in each case. There can be no suggestion in this instance of a false representation as to the fireproof nature of the building; but we should rather say that the belief of the proprietors in its fireproof construction was a circumstance in their favour in considering the question of negligence. A very recent case in the Queen's Bench would seem to go somewhat beyond our view, and to make the contract one of bailment. In *Searle* v. *Laverick* (L. Rep. 9 Q. B. 122), the proprietor of some carriages, sought to recover damages against a livery stable keeper for injuries sustained by some carriages by the fall of a shed in which they had been placed by the defendant. In delivering the judgment of the court, Mr. Justice BLACKBURN said, "The question which we have to determine is what was the extent of the obligation of the defendant as to the security of the shed in which he placed the plaintiff's carriages. We think it is beyond question that he did come under some obligation; but it is a different and difficult question what the precise obligation was." In the end the court concluded that it was necessary to show some negligence, and that a competent builder having been employed, the defendant was not liable if by want of care or skill on the part of the builder, the shed fell. A nonsuit directed by Baron POLLOCK at the trial was therefore sustained. Whatever the obligation of such persons as the proprietors of the Pantechnicon therefore may be called in law, the difficulty of fixing them with liability is manifest.

WE find some interesting cases reported in the *Irish Law Times* of last week on the practice under the Debtors' Act and in bankruptcy, and we will briefly summarise the decisions. In *M'Blain* v. *Weir*, in the Queen's Bench, it was sought to obtain an order to arrest a defendant unless he gave security that he would not leave Ireland. It was admitted that the plaintiff could prove his case without the defendant, but it was urged that the action would have to be abandoned if the defendant were allowed to leave, whereas if arrested he would pay the debt. There is a section in the Irish Act analogous to sect. 6 in the English Act, and the words are "that the absence of the defendant will materially prejudice the plaintiff in the prosecution of his action." It has been held by our Court of Exchequer that the section is not intended to give imprisonment as a means of enforcing payment of a debt, the defendant in *Hume* v. *Druyff* (L. Rep. 8 Ex. 214; 29 L. T. Rep. N. S. 64) being ordered to be discharged from custody after final judgment obtained in the action. The motion in *M'Blain* v. *Weir* was evidently made under a misapprehension as to the effect of the abolition of imprisonment for debt. The body of a debtor can only be detained so long as it is necessary to enable a creditor to obtain judgment giving him power to attach the debtor's goods or to compel payment where there is ability to pay. In a case of *O'Donnell* v. *Smith* in the Consolidated Chamber, application against a debtor for payment was made in court. By the Act, a "Judge sitting in chambers" is given the power to commit for non-payment. The motion was refused, it being held that it should be made to a Judge *in camerâ*. We should have thought the point barely arguable. In the matter of a disputed adjudication a question arose in the Court of Bankruptcy whether rent accruing due and payable after the passing of the Bankruptcy (Ireland) Amendment Act 1872, by a lessee or assignee of a lease, executed or assigned before the passing of the Act, was a good petitioning creditor's debt. Mr. Justice HARRISON delivered an elaborate judgment, and said that his first view was that as there was no debt until the respective gales of rent in question fell due, which they admittedly did after the passing of the Act of 1872, it must be considered that the debt was then contracted, and was a good debt to support an adjudication against a non-trader. Further consideration, however, convinced him that this view was not correct, the authority which he mainly relied upon in coming to an opposite conclusion being the case of *Ex parte Harding, re Williams* (10 L. T. Rep. N. S. 117; 33 L. J. Bank. 22.) In that case it was held by Lord WESTBURY that a call ordered to be made after the passing of the Bankruptcy Act 1861, on the winding-up of a joint stock company, whose deed of settlement bore date the 15th March 1847, was a debt contracted after the passing of the Act of 1861, on which the official manager could present a petition in bankruptcy on which a valid adjudication could be made against the party making default in payment of such calls. That case was affirmed in the House of Lords. Our present Act differs from the Act of 1861, so as to make the discussion of the Irish Court unimportant in this country.

THE LICENSE AND THE PUNISHMENT OF COUNSEL.

THE interest which the public take in legal proceedings and all that concerns the legal Profession, renders the position of counsel one of high importance and great responsibility. The growth of this interest has been fostered by the extraordinary incidents of the great trial which has just come to a conclusion, and there is

every probability that under an improved judicial system the courts will become even more than they have been hitherto, the arena in which many of the battles of public and private life will be fought out. Under these circumstances, it is of the last importance not only that the advocates admitted to practise before the Judges should be well educated, and well trained, but that they should be keenly alive to the peculiarities of their position, their influence for good or evil upon a mixed society, and the importance of the trust reposed in them by their clients, and by the Inns of Court to which they belong.

Of all the painful and humiliating incidents connected with the trial of the claimant to the TICHBORNE baronetcy, the most painful and the most humiliating, so far as the legal Profession is concerned, and more especially the Bar, is the ill-judged and most unfortunate line of conduct pursued by Dr. KENEALY. But in order to understand the accumulated follies which in the aggregate constituted an offence which aroused the indignation and anger of three of the most amiable Judges on the Bench, disgusted a singularly indulgent jury, and shocked the educated public, it is necessary to consider the probable influences of circumstances upon the mind of the offender. Dr. KENEALY, although widely read and liberally educated, is undoubtedly a man of extremely small mind and narrow and contracted views. The class of cases in which he had been mainly engaged was precisely suited to his peculiar temperament, and his conduct of the *Overend and Gurney* prosecution showed how easy it is for a doubtful case to be made utterly hopeless by ill-judged advocacy. But with all his narrowness and littleness of mind Dr. KENEALY was ambitious, and it is now perfectly plain that when he found himself leading a defence in a stupendous cause, which he more than once boasted was a State trial unparalleled since the trial of Charles I., the little discretion which he possessed disappeared before the overwhelming sense of his own importance. To him it was a great misfortune that he should have been selected to lead such a defence; and whilst we have no desire to shield him from any of the consequences of his misconduct, we think that the nature of the delinquent, and the extraordinary circumstances by which he was surrounded, should be attentively considered before his censure by the Bench and the jury is accepted as a conclusive reason why he should no longer be allowed to practise his profession.

We do not propose to go into the merits of the indictment which must be preferred against the learned gentleman; but it is necessary that we should consider how far forensic excesses are to be justified by circumstances or palliated by a mistaken sense of duty. The first point raised is, what is to be the standard of decorum, and upon what evidence is counsel to be condemned? We can see many reasons why the denunciation of a presiding Judge should not be accepted even as evidence against counsel. There may be cases in which it becomes the positive duty of an advocate to resist the control of a Judge, and even to retort upon the Bench. Under such circumstances the Judge becomes *pro hac vice* the opponent of the advocate, and when the Judge is summing up, no reply upon him being possible, it is only natural that he should make his assailant feel the full weight of his hand. True it is that in the celebrated cause now ended we have three Judges and a jury all concurring in one view, which renders it the more difficult to select any outside standard by which to judge counsel. But as a rule we are disposed to think that an outside standard is the only fair test which can be adopted. The voice of the Profession and of the public ought to determine whether the extreme penalty, if any, is to be inflicted.

In the present instance the public press has, with singular unanimity, called upon the Benchers of the Inns, of which Dr. KENEALY is a member, to consider the course which their duty to the public dictates. We admit that an immediate investigation is inevitable; but, dealing as we are with the subject generally, we must regret that the tribunal before which an offending barrister is arraigned to take his trial for dear professional life, is composed of non-representative men. The Benchers of Gray's Inn are gentlemen who have recently shown a disposition to elevate and improve the position of their society, but they are not the most eminent members of the Profession, and we cannot consider that they will constitute a satisfactory tribunal before which the fate of a Queen's counsel charged with grave breaches of decorum and decency should be decided. It is obviously absurd that the governing body of an almost extinct Inn of Court should adjudicate upon a matter in which the entire Profession and the public are so largely interested. The governing bodies of the Inns of Court are not representative, being self-elected, and any one body even if it represented the members of its own society, could not be taken as representing all the members of the other three Inns. There is no other tribunal, however, which can take cognizance of the alleged offences.

The next subject for consideration is the nature of the penalty which should be attached to breaches of professional propriety. Clearly this must depend altogether upon the nature of the offence. We are not, however, without precedents, one being recently furnished by a leading inn of court, the Inner Temple. Mr. EDWIN JAMES was disbarred for sins against his profession rather than against public morality. Driven by overwhelming necessity he sacrificed his independence by accepting pecuniary aid from an opponent. This and other questionable monetary transactions caused him to be expelled from a society which his brilliant eloquence had adorned, and the decree was found to be irrevocable after years of exile and contrition. Dr. KENEALY, on the other hand, is charged with the most reckless violation of all the rules which should govern the conduct of counsel in the cross-examination of witnesses and in making comments upon their evidence, whilst it is said that the Government of the country, the impartiality of the Judges, the living and the dead who were connected with the case for the prosecution, were reviled in the bitterest and coarsest terms. These are not only offences against the Profession—that they do indeed bring dishonour and discredit upon the Bar is admitted on all hands—but they are offences against public morality, and calculated to impede the course of justice. If proved to the satisfaction of the judges to whom Dr. KENEALY is bound to answer, and if they cannot be excused on the ground of the exigencies of the case, the extreme punishment would seem to be inevitable. It is impossible to contrast such a case with the precedents to which we have alluded without feeling that we have reached the lowest depth which the Profession has experienced, at any rate within the memory of the living.

We would gladly find some excuse for Dr. KENEALY in the extraordinary circumstances which surrounded him, and the enormous and bewildering labour which was imposed upon him. He spoke the truth when he said that he had to contend with difficulties in defending his client which no counsel had ever encountered before. Virtually single handed he had to contend with an array of skill and talent of no mean order—as high indeed as the English Bar could furnish; whilst the keen intellect of the LORD CHIEF JUSTICE allowed scarcely a single fallacy advanced by him to pass without dragging it into light and almost compelling the counsel who supported it to make blind and mad efforts to produce impossible explanations, and to reconcile the irreconcileable. These, undoubtedly, are matters to be considered, and grave as the position is in which Dr. KENEALY has placed himself, he is as yet uncondemned by the constituted authority, and his case should be approached—as we are certain it will be approached—with scrupulous impartiality and freedom from prejudice, with a full sense of the importance of the issue, not to Dr. KENEALY only, nor indeed to the Profession, but to law and order and the administration of justice.

THE LIABILITY OF AN EXECUTION CREDITOR TO REFUND.

A CREDITOR before resolving to sue out execution against the goods of a trader debtor for a sum exceeding 50*l*., should read, mark, and inwardly digest the decision arrived at by Lord Justice Mellish, on the 20th ult., in *Ex parte Villars, re Rogers*. In that case a creditor whose debt exceeded 50*l*., purchased of the sheriff the goods seized in execution, and the sheriff, after retaining the purchaser's cheque for fourteen days in compliance with the 87th section of the Act of 1869, returned the cheque to the creditor at the end of that period. Within six months after the sale, a petition for adjudication of bankruptcy against the debtor was presented, on which he was declared bankrupt. The registrar considering that the 5th sub-section of sect. 6 of the Act rendered the seizure and sale so followed by adjudication, an act of bankruptcy, ordered the creditor to give up the goods to the trustee. Lord Justice Mellish held that the creditor was entitled to the goods by virtue of his purchase, but that he must refund the purchase money. This is a startling result. We do not say that on the true and fair method of construing the Act of 1869, the result is not a logical consequence of the language used. We do, however, say, that it is impossible to read carefully the 87th section without feeling that it could never have been the intention of the Legislature that a creditor fairly and honestly pursuing his legal remedies, was to have his common law rights under an execution interfered with to any greater extent than was expressly provided for by the section; viz., that the sheriff should refrain from paying over the proceeds of the sale for fourteen days, in order that an opportunity might be afforded for the presentation of a petition in bankruptcy. If it had been intended that the right of the creditor should not be absolute at the end of the fourteen days, or at all events as soon as the money was paid over by the sheriff, it is most difficult to understand why such a period, instead of the period of six months mentioned in sect. 6, should have been arbitrarily fixed; and if such were not the intention, nothing could have been easier than to have provided that, notwithstanding payment to the creditor, his right should not be absolute, but on the contrary, should be defeated, if an adjudication should take place within twelve months, founded on a petition presented within six months from the time of the sale. If for six months the creditor was intended to remain in a state of doubt and uncertainty whether in consequence of the possibility of a petition for adjudication being subsequently presented against his debtor he might not have to refund, some clear intimation of the design of the Legislature should have been furnished, in order that the creditor instead of dealing with the money recovered as his own, might

as a prudent man, place it to a suspense account. We observe that the Lord Justice attached considerable weight to the argument that it would be anomalous to allow validity to the sale, the *fons et origo mali*, which is declared by the statute to be an act of bankruptcy, and which defeats by relation all subsequent transactions between the bankrupt and persons affected with notice; and also to the argument that whereas sect. 73 of the repealed statute of 1861 expressly affirmed the rights of the execution creditor, the Act of 1869 is silent on the point. We by no means wish to underrate the force of these arguments, though we are far from satisfied that they are sufficient to outweigh other opposing considerations. However the judicial result may be arrived at, we confess that it does appear to us monstrous that a judgment creditor, whose common law rights have been expressly suspended for fourteen days by the 87th section, should, after experiencing probably much trouble and delay in recovering what he very naturally must look upon as his own money, be exposed to the action of a piece of legal mechanism in the nature of a trap, by which after the interval of many months he is to be called upon and compelled to refund it. We regret that a question of this magnitude and difficulty should be decided on appeal by a single Judge—however eminent.

SEARCHES, INQUIRIES, AND NOTICES.

(*Continued from page* 285.)

To complete the assignment of a *chose in action*, or of any equitable interest (which by the way may be effectually done by letter, *Lambe* v. *Orton*, 29 L. J. Rep. N. S. 319, Eq.), notice to the debtor, trustee, or other person owing or holding the money, fund or other property which, or an interest in which, has been assigned, is absolutely necessary. If a debt be assigned and no notice be given to the debtor, the original creditor can give the debtor an effectual release: (*Stocks* v *Dobson*, 22 L. J. Rep. N. S. 884, Eq.) If an interest in property held by trustees be dealt with, and no notice be given to the trustees, they would be justified in transferring the property to the original *cestui que trust* for whom they held it, and, having done so, there is no remedy against them to bring back the property: (*Donaldson* v. *Donaldson*, 23 L. J. Rep. N. S. 788, Eq.) After an assignment of a debt, and notice thereof to the debtor, he can effectually plead the assignment and notice in an action against him by the original creditor: (*Jeffs* v. *Day*, L. Rep. 1 Q. B. 372.) The effect of notice to the trustee is to convert him into a trustee for the assignee: (*Dearle* v. *Hall*, 2 L. J. Rep. 62, Ch.)

The assignee who, without notice of any assignment prior to that in his favour, first gives notice to the trustee, will have priority of title, and the fact that he has or has not made inquiries of the trustee is quite immaterial: (*Loveridge* v. *Cooper*, 2 L. J. Rep. 75, Eq.)

Notice to the solicitor to the trustee is sufficient, but the solicitor must be acting for the trustee at the time and in relation to the property in question (*Rickards* v. *Gledstanes*, 31 L. J. Rep. N. S. 142, Eq.) Where there are several trustees notice to one is sufficient if he survive (*Smith* v. *Masterman*, 3 L. J. Rep. N. S. 42, Ex.), even if that one be the vendor or mortgagor (*Willes* v. *Greenhill*, 31 L. J. Rep. N. S. 1, Eq.), but if the trustee to whom notice is given die without informing his co-trustees of the receipt of the notice, a second incumbrancer, who subsequently gives notice to the remaining trustees, would seem to be entitled to priority: (*Meux* v. *Bell*, Hare 73.) And where there are several executors notice of the assignment of a legacy or an interest in the residuary personalty should be given to all, or it would seem that the executors to whom notice has not been given may pay the legacy or interest to the original legatee, and, consequently, a second assignee would gain priority by giving notice to all the executors: (*Timson* v. *Ramsbottom*, 2 Keen, 35.)

Where there are two sets of trustees, as, for instance, where a reversionary interest in stock standing in the names of trustees becomes the subject of a settlement, upon any dealing with interests created by the last-mentioned settlement, notice must be given to the trustees in whose names the stock is standing, and an assignment of which notice is so given will prevail over a prior assignment of which notice has previously been given to the other set of trustees: (*Bridge* v. *Beadon*, L. Rep. 3 Eq. 665.) In *Holt* v. *Dewell* (15 L. J. Rep. N. S. 15, Eq.), where a person entitled to a reversionary interest bequeathed such interest, and the legatee twice assigned his interest, it was held that until the executor had assented to the legacy notice to him would prevail over notice to the trustees holding the fund. And it would seem that so long as the second set of trustees have not actually received the fund, the title of an assignee of an interest in it, who had given them notice of his assignment, would not be preferred to that of a prior assignee who had neglected to give such notice (*Buller* v. *Plunkett*, 30, L. J. Rep. N. S. 641, Eq.; *Somerset* v. *Cox*, 33 L. J. Rep. N. S. 491, Eq.), but it is not prudent for an assignee to neglect to give notice to both sets of trustees.

No notice is necessary of dealings with equitable estates in realty, or money charged upon land without the intervention of trustees, as, for instance, where a testator bequeathed leaseholds charged with an annuity, it was held unnecessary for an assignee of the annuity to give notice to the trustees (*Wiltshire* v. *Rabbitts*, 13 L. J. Rep. N. S. 284, Eq.), but notice is necessary to complete the assignment of the proceeds to arise by the sale of real and personal estates given to trustees for sale (*The Consolidated Investment and Insurance Company* v. *Riley*, 29 L. J. Rep. N. S. 123, Eq.), the rule being that if the interest of the assignor be an interest in land no notice is necessary, but that notice is necessary where the interest of the assignor is confined to money to be raised on or by the sale of land: (*Re Hughes*, 33 L. J. Rep. N. S. 725, Eq.)

Where a creditor of a bankrupt assigns his debt, notice to the trustee in bankruptcy is sufficient, and where the debt is that of a company in course of liquidation, notice must be given to the official liquidator: (*Re Breech-loading Armoury Company, Wragge's case*, L. Rep. 5 Eq. 285.)

When a fund is standing in the name of the Paymaster-General of the Court of Chancery, it is useless to give the Paymaster-General notice of assignments of interests therein (*Warburton* v. *Hill*, 23 L. J. Rep. N. S. 633, Eq.), but priority can be gained only by the assignee obtaining a stop order, and lodging it in the Paymaster's office. Where money is paid into court by a trustee, it is not necessary for an assignee, who, previously to such payment in, has given notice to the trustee, to obtain a stop order, for a stop order would not prevail over the notice if the trustees then had the money in their hands: (*Bearcliffe* v. *Dorrington*, 19 L. J. Rep. N. S. 331, Eq.) If part of a testator's estate consists of a fund in court, notice to the executors of an assignment of an interest in the estate is sufficient without a stop order: (*Thompson* v. *Tomkins*, 31 L. J. Rep. N. S. 633.)

In *Macleod* v. *Buchanan* (33 L. J. Rep. N. S. 149, 306), it was held that a general stop order will be confined to the particular incumbrance in respect of which it was obtained, so that in case of a further charge a second stop order is necessary, and in the same case it was decided that the name of the assignor should appear in the stop order. An incumbrancer who has gained priority by placing a stop order on the fund will, without a further order, retain his priority, notwithstanding the carrying over of the fund to a new account, entitled the account of the assignor and his incumbrancers: (*Lister* v. *Tidd*, 4 L. Rep. 462, Eq.)

Previously to the passing of the Bankruptcy Act 1869, a *chose in action* or other equitable interest which had been assigned, but of the assignment of which no notice had been given to the debtor or trustee, was considered as being in the order and disposition of the assignor, whether the original owner or his assignee, and so liable to be sold for the benefit of his creditors in case of his insolvency or bankruptcy. It was decided in the case of *Stuart* v. *Cockerell* (L. Rep. 8 Eq. 607), that a mortgagee, prior to the bankruptcy, who had neglected to place a stop order upon the fund in court retained his priority over the assignee in bankruptcy by obtaining a stop order which the assignee did not do. As we have before stated, we do not concur in the decision, and we believe the law to be as follows: If an assignee neglected to give notice the title of the subsequent assignee in insolvency or bankruptcy would prevail, notwithstanding the prior assignee subsequently gave notice and the latter assignee altogether neglected to do so. If, however, the assignee in insolvency or bankruptcy by neglecting to give notice enabled the bankrupt to assign to another person, who had no knowledge of the insolvency or bankruptcy, and who duly gave notice, the title of the assignee lastly referred to would prevail: (*Re Barr's Trusts*, 27 L. J. Rep. N. S. 548, Eq.; *Re Brown's Trusts*, L. Rep. 5 Eq. 88.) As between an assignee in insolvency and a subsequent assignee in insolvency or bankruptcy, where the first-named assignee had not given notice to the trustees, the question to be settled would be whether the first assignee was aware of the existence of the interest, and, if not, his title would be preferred, because, although the interest was left in the order and disposition of the insolvent or bankrupt, it could not be said that it was with the consent of the true owner thereof: (*Re Rawbone's will*, 26 L. J. Rep. N. S. 588, Eq..)

Notice to the debtor or trustee should be distinct, and, for the convenience of proof, should be in writing, but such is not absolutely necessary. In *Lloyd* v. *Banks* (L. Rep. 3 Ch. App., at p. 490), Lord Cairns declined to lay down any rule as to what would be a sufficient notice to a trustee, but he considered that all that was necessary was in some way to bring to the mind of the trustee an intelligent apprehension of the nature of the incumbrance which has come upon the property, upon which a reasonable man, or an ordinary man of business, would regulate his conduct in the execution of the trust. If the notice be not general, that is if a mortgage of a reversion to secure a certain principal sum and interest, contains a charge in respect of premiums on a policy of assurance, and in the notice the deed is referred to as securing the principal and interest only, a subsequent assignee will have priority over the charge for the premiums: (*Re Bright's Trusts*, 25 L. J. Rep. N. S. 449, Eq.)

A trustee who, after receiving notice of a charge, deals with the trust funds as if no charge had taken place, will be liable to refund to the person having the charge, and the fact of the assignee disputing the charge will of course make no difference (*Hodgson* v. *Hodgson*, 7 L. J. Rep. N. S. 5, Eq.); but a trustee who, without notice of a charge, which by reason of proper notice having been given to former trustees was complete, deals with the trust funds

as if no charge had been made, will not be liable to refund: (*Phipps* v. *Lovegrove*, *Prosser* v. *Phipps*, 16 L. J. Rep. N. S. 80, Eq.) The result of the last decision will be to occasion periodical inquiries by the assignee, and the giving to the new trustees when they are appointed copies of the original notice.

From what we have above said it will be apparent that an intending purchaser or mortgagee of an equitable interest must inquire not only of all the trustees of the fund, but also of any retired trustee, and of the personal representatives of any deceased trustee, whether notice of a charge has been given to any of such trustees. When the fund is in court a certificate of the fund should be obtained from the Paymaster-General's office, which will show what, if any, stop orders affect the fund; and, in addition, when the fund has been paid in by a trustee, inquiries should be made of him and all other trustees, as above stated: when the fund has been paid in under the Trustees Relief Acts, the affidavit upon which the payment took place should be referred to, and should show of what notices the trustee was aware.

Solicitors neglecting to make proper inquiries are liable as for negligence, and so they are if they neglect to give notice to the trustees: (*Dearle* v. *Hall* 2 L. J. Rep. N. S. 62, Ch.)

A trustee is bound to give information to a purchaser or mortgagee, he being for that purpose the agent of the vendor or mortgagor; and a trustee who, even inadvertently, gives wrong information or does not mention the fact that he has received notice of a previous dealing with the property, will be liable to recoup the purchaser or mortgagee any loss he may incur: (*Burrowes* v. *Lock*, 10 Ves. 470.)

In the case of a resale or transfer of mortgage of an equitable interest, it is unnecessary, except where the original vendor or purchaser has become bankrupt or insolvent, for the original purchaser or mortgagee to show that notice had been given, because if no subsequent purchaser or mortgagee had given notice, the point is immaterial, but full means must be afforded to the subpurchaser or transferee of inquiry whether notice has or has not been given, and therefore it is necessary to show who from time to time have been the persons representing the character of trustees: (*Hobson* v. *Bell*, 8 L. J. Rep. N. S. 241, Eq.)

As notices of assignments of policies of assurance are the subject of a special Act of Parliament we have not referred to them here, but shall do so hereafter.

THE LAW OF ALLUVION IN ENGLAND AND IN INDIA.

By LAWRENCE BIALE, Barrister-at-Law.

(*Continued from p.* 285.)

HAVING now considered the principles of law which govern the subject of alluvion, and also such as govern the acquisition of land by avulsion, it becomes necessary to consider the cases which have been decided in India, and in the Privy Council, both prior to, and since, the passing of the Act of 1825. One of the first cases of alluvion decided in the Sudder Dewanny Adawlut was that of *Isurchund Rai and others* v. *Ramchund Mothurja* (1 S. D. A. 221). The case was heard on 11th Dec. 1807. The court held, that the whole of the lands claimed as having been gradually annexed by alluvion to the respondent's talook of Hilalpoor were his property. The deserted bed of a public river, which ran between the two properties of Hilalpoor and Maholah (the proprietors of the latter being the appellants), was declared divisible between the appellants and respondents, each party to be entitled to that part of it contiguous to his own estate, in compensation for loss sustained by them from the excavation of a new channel. It would seem from this case that the doctrine of English law which considers the State as the sole proprietor of navigable rivers, and necessarily of land, when deserted by such rivers, does not apply to cases where there has been an artificial divergence of the channel by State agency. After the famine now pending in Bengal, in consequence of the extension of the Soane canal, cases of a similar kind are likely to arise. The case of *Rajah Griesohund* v. *Maharajah Tezchund* (1 S. D. A. 274), decided on the 8th May 1809, was a suit for alluvion land which had accumulated on the estate of the respondent by the gradual recession of a river that formed the boundary between the estates of the appellant and the respondent, and was afterwards severed from the respondent's estate, and left united to that of the appellant, by the sudden return of the river to its former course. The Sudder Dewanny Adawlut disallowed the claim of plaintiff, *i. e.*, the respondent. It is material to note in this case that the land adjudged to appellant was alluvial land, formed by prior encroachments of the river on respondent's estate, afterwards joined by gradual accession to the estate of respondent, and subsequently re-annexed to that of appellant by the sudden return of the river to its former channel. Had the river, by a sudden change of its course, intersected the old land of respondent's zemindary, leaving each bank still capable of being identified as the estate of respondent, the general law of alluvion, in India as well as in Europe, would not have entitled appellant to the land situate between the new and old channel of the river; and the local usage admitted by the parties with respect to *Shekust Pywust* (literally, broken and joined) or alluvial land, viz., that the river flowing between the two estates should form their mutual boundary, could not have been available to appellant as constituting a title to land not gained by alluvion. It may be added that the general rule of law is that just as what is gained by gradual accession is the property of him to whose estate the recess of the river or sea has annexed it, so what is lost by the gradual encroachment of the river or sea is a loss without reparation to the owner whose estate is thus destroyed. In the next case that of *Radhmohun Rai and others* v. *Soorujnarain Banojiah* (1 S. D. A. 319), decided on 29th April 1811, the plaintiffs and defendant, were zemindars of two estates separated by a river; and the river for many years encroaching in a semi-circular form on the estate of the defendant, washed away lands from the estate of defendant, and annexed them to the estate of plaintiffs, thereby forming the *chur* or alluvion in question. The court held that on the established principle that land thus gained by the gradual retirement of a river, under the general rules of alluvion, is the lawful accession of the estate to which it is so annexed, the plaintiffs were entitled to the *chur* in question. The next decision was that of *Koonwur Hurree Nath Rai* v. *Mussumut Jyedoorga Burwain* (2 S. D. A. 269), heard on 9th Sept. 1818. The suit was a claim to some alluvial land, the river Burrumpooter flowing on each side of the land claimed. Held, that the most equitable decision would be, to give to the parties respectively the land adjoining to their respective estates. In cases of contested alluvial land the grand channel of a river is considered to constitute the division between the estates; but in this case the evidence was contradictory on this point, each party declaring that the branch which flowed under his boundary was fordable, while the other branch was broad and deep. In *Zieboo Nisa* v. *Persun Rai* (3 S. D A. 316), heard 1st March 1824, the claim being to certain lands alleged to have been washed away by the stream from the plaintiff's estate, the judgment was given in favour of the defendants, to whose estate they had become gradually annexed. In the case of *Ramkisen Rai* v. *Gopee Mohun Baboo* (3 S. D. A. 340), the Senior Judge of Provincial Court of Dacca, held that inasmuch as the lands in dispute were surrounded by the plaintiff's zemindaree, they belonged to him conformably to established usage in such cases, and accordingly ordered that he should be put in possession, and he ordered the *Aumeen* to make an estimate of the profits of the above lands from the existing documents, and to deduct a reasonable sum for the payment of the expenses which had been incurred; the defendants being declared liable for any excess above such reasonable expenditure. The S. D. A. on appeal on the 26th April 1824, affirmed this decision. The principle of this decree has since been recognised in a formal enactment. Regulation XI. of 1825, sect. 4, cl. 1, provides that land gained by gradual accession from the recess of a river or the sea is to be considered an increment to the tenure of the person to whose estate it may be annexed. One of the first cases since this Regulation was that of *Mussumat Imam Bandi* v. *Hurgoovind Ghose* (4 M. I. A. 403). Lands having been submerged, by a change of the course of the river Ganges, after several years, reappeared, each party claiming the lands to be part of his *mouza*; the Sudder Court held the plaintiff's claim to be barred, first, by the Bengal Regulations of Limitation, from lapse of time; and, secondly, that the lands were alluvial and attached to the *mouza* of the defendant. Such decree, upon appeal, reversed, the Judicial Committee holding, first, that the question of limitation not having been put in issue by the pleadings, could not be allowed to operate upon the case; and, secondly, that the court had mistaken the question, in supposing it one of alluvion, the point at issue being one of boundary only, and the question being, to whom did this land belong before the inundation; whoever was the owner then, remained the owner while it was covered with water, and after it became dry, and that the plaintiff had made out his title as such owner to possession. This case was decided by the Privy Council on 7th July 1848, but the litigation had commenced in India in 1830. The case of *Sree Eckowrie Sing* v. *Heeraloll Seal* (12 M. I. A. 136), was a case of a claim to land washed away and reformed in the bed of a navigable river, the ownership of the soil of which is not commonly in the riparian proprietors of its banks, and which was not proved in the case to have belonged to the predecessor in title of either disputant. Lord Chelmsford in the judgment says, "the reforming of land in such a stream, after a considerable interval and frequent floods, is not *primâ facie* to be ascribed to a loss from any particular portion of territory, nor is the land which has been removed by a sudden avulsion reclaimable unless the circumstances supply evidence of identity, which is wanting in the case before us." Again: "The title by accretion to a new formation generally, is not founded on equity of compensation, but on a gradual accretion by adherence to some particular land. The land gained will then follow the title to that parcel to which it adheres." And "a detached *chur*, independent of usage, in such a stream would belong to neither riparian proprietor, and the circumstance that it was subtended by the land of one would not be enough to entitle him to it." The Privy Council therefore disallowed the claim of the plaintiffs as being not sufficiently proved, and dismissed the appeal on the 14th Dec. 1868. In the case of *Rajah Burdacant Roy* v. *Baboo Chunder Coomar Roy* (12 M. I. A. 145), decided in December of the same year, their Lordships con-

sidering that the original title to the land in dispute was in the appellant's ancestors, were of opinion that they had never lost it, either by the perpetual settlement or by the revenue sale; and even if it were proved that some part of the said land had passed to the respondent at the time of the sale, they held that the land which had since been recovered from the *Bheel* (marsh) (and great part of the land in question was admitted to have been so reclaimed since the date of the sale) had not so passed, as their Lordships were clearly of opinion that the whole site of the *Bheel* was and remained under the dominion of the appellant. This is a remarkable point for the consideration of Indian lawyers, that the right of occupancy is considered to be paramount to all grants by Government or other parties, and that the settlements by zemindaries under the Permanent Settlement of Lord Cornwallis are to be strictly construed as to the quantity and area that passed under those settlements. It was held also in this case, that in a case of disputed boundaries, where one of the claimants is in possession by virtue of a magistrate's order under Act IV. of 1840, it lies on the party seeking to oust him to show a better title to the land claimed than that of the party in possession. In *Lopez* v. *Muddun Mohun Thakoor* (13 M. I. A. 467), heard on the 11th July 1870, the facts were, that the land in dispute forming part of a *mouzah* or estate on the banks of the Ganges, by reason of continual encroachments of that river, became submerged, the surface soil being wholly washed away. After recession and re-encroachment by the river, the waters ultimately subsided and left the land reformed on its original site. Held, following *Mussumat Imam Bondi* v. *Hurgovind Ghose* (see above), that the land washed away and afterwards reformed on the old ascertained site, was not land gained by increment within the meaning of sect. 4 of Reg. XI. of 1825, but was the old land identified. In March 1872 one of the last cases on the subject decided by the Privy Council was that of *Sham Chand Bysack* v. *Kishen Prosaud Surma* (14 M. I. A. 595). Two riparian proprietors of land on opposite sides of a river, respectively claimed *churs* which had been diluviated, *i.e.*, covered by water, for a great many years, and afterwards re-formed by a change of the course of the river, as belonging to their respective estates. After a police inquiry, the magistrate, in 1836, put A. in possession. B., the other riparian proprietor, took no steps till the year 1847, to obtain possession of the *churs*. Held (1), that the long delay in bringing a suit raised a presumption against B.'s title; and (2), that he had failed to identify the *churs* as having been formerly part of his lands, or as an accretion thereto. In conclusion, it may be well to remind the Indian lawyers, as a matter of practical importance, that Hodges' maps of the Sunderbund and Backergunge districts, Reynolds' maps of the north-eastern districts of Bengal, and the recent Survey maps issued by the Survey department of India, are of great usefulness in the litigation of these cases for purposes of identification of *churs* and whether they are accretions or otherwise.

PATENT LAW.

(By C. HIGGINS, Esq., M.A., F.C.S., Barrister-at-Law.)

INFRINGEMENT.

(*Continued from p. 286.*)

HUDDART *v.* GRIMSHAW. N. P. 1803.—Action for the infringement of a patent for a new mode of making cables and other cordage. Evidence was given on behalf of the plaintiff by an engineer, who was familiar with the subject of rope-making, that some rope, proved to be of the defendant's manufacture, agreed in its structure and in all its qualities with the rope made by the plaintiff's patented method. The witness knew of no other method of manufacturing such rope, which he believed to have been made in accordance with the plaintiff's patent. Held, that this was *primâ facie* evidence, till the contrary is shown, of an infringement of the plaintiff's patent. (Dav. P. C. 288; 1 Web. P. C. 91.)

Hill v. *Thompson*. 1818.—Dallas, J., delivering the judgment of the Court of Common Pleas, said: "A slight departure from the specification for the purpose of evasion only, would, of course, be a fraud upon the patent; and, therefore, the question will be, whether the mode of working by the defendant has, or has not, been essentially or substantially different." (1 Web. P. C. 242; 8 Taunt. 391; 2 B. Moore 448.)

Forsyth v. *Riviere*. N. P. 1819.—Action for the infringement of a patent for the application of detonating powder to the discharge of fire-arms. Drawings were annexed to the specification "exhibiting several constructions (of locks) which may be made and adopted, in conformity to the foregoing plan and principles, out of an endless variety which the subject admits of." The defendant applied the principle of the invention by using a lock of a different construction to any shown in the annexed drawings. Verdict for the plaintiff. (1 Web. P. C. 97; 1 Carp. P. C. 401.)

Hall v. *Boot*. N. P. 1822.—The sale of an article which might, during its manufacture, have been improved according to a patent process, coupled with the fact of the defendant having the machine necessary for practising such process in his possession, is sufficient evidence of infringement. (1 Web. P. C. 100.)

Jones v. *Pearce*. N. P. 1832.—Action for the infringement of a patent for an improved method of making carriage wheels on the principle of suspension. A wheel upon the same principle, but of different construction, had been made by Mr. Strutt prior to the date of the patent. Patteson, J., in summing up the case to the jury, said: "The defendant has constructed a wheel whose construction is on the suspension principle. That alone would not make it an infringement of the plaintiff's patent, because the suspension principle might be applied in various ways; but if you think it is applied in the same way as according to the plaintiff's patent it is applied, then the want of two or three circumstances in the defendant's wheel, which are contained in the plaintiff's specification, would not prevent the plaintiff's recovering in this action for an infringement of his patent. It would be quite a different thing if it was shown that the defendant had his communication long before with Mr. Strutt, and had taken up Mr. Strutt's invention in Derbyshire, and had constructed something like Mr. Strutt's without any knowledge of the plaintiff's patent, and had actually borrowed it from Mr. Strutt's, which was good for nothing; it would be the hardest possible thing to say that this was an infringement of the plaintiff's patent. . . . The terms of the patent are, 'without leave or licence, make,' &c. Now if he did actually make these wheels, his making them would be a sufficient infringement of the patent, unless he merely made them for his own amusement, or as a model." (1 Web. P. C. 122.)

Russell v. *Cowley*. N. P. 1834.—The specification having described the invention to consist in welding iron in the manufacture of tubes by circular pressure through dies or holes, the welding produced by passing the iron through grooved rollers, though not so perfect, is an infringement. (1 Web. P. C. 462.)

Minter v. *Wells*. N. P. 1834.—The invention claimed being the application of the self-adjusting leverage to the back and seat of a chair, any combination of that to the same subject is an infringement. (1 Web. P. C. 130.)

Minter v. *Williams*. 1835.—Exposing an article manufactured by a patent process for sale is not an infringement of the letters patent. (1 Web. P. C. 135; 5 Nev. & M. 647; 4 Ad. & El. 251.)

Morgan v. *Seaward*. N. P. 1836.—Alderson, B., in summing up the case to the jury, said: "Upon that subject (infringement) the question would be simply, whether the defendant's machine was only colourably different, that is, whether it differed merely in the substitution of what are called mechanical equivalents for the contrivances which are resorted to by the patentee. . . . You are to look to the substance and not to the mere form, and if it is in substance an infringement, you ought to find that it is so. If in principle it is not the same, but really different, then the defendants cannot be said to have infringed the patent." (1 Web. P. C. 171.)

Jupp v. *Pratt*. 1837.—Alderson, B.—"You may take out a patent for a principle coupled with the mode of carrying the principle into effect, provided you have not only discovered the principle, but invented some mode of carrying it into effect. But then you must start with having invented some mode of carrying the principle into effect; if you have done that, then you are entitled to protect yourself from all other modes of carrying the same principle into effect, that being treated by the jury as piracy of your original invention." (1 Web. P. C. 146.)

Gillet v. *Wilbey*. N. P. 1839. Coltman, J., in summing up the case to the jury, said: "The plaintiffs must make out to your satisfaction that the whole of the improvements were new, and that some of them have been pirated. It is not necessary that they should all have been used, but they must be shown to be all new, and if they are all new, and the defendant has infringed any of them, it will be sufficient to support the action, and it is not necessary that he should have infringed them all. (9 Car. & P. 334; 1 Web. P. C. 271.)

Gibson v. *Brand*. N. P. 1841. Action for the infringement of a patent. The declaration, after the usual averments, assigned as a breach, "that the defendant directly or indirectly made, used, and put in practice the said invention." Tindal, C. J., said to the jury, "If they (the defendants) have themselves sold an article of exactly the same fabric, made in the same manner as that for which the patent was taken out, such sale may be considered as a using of the invention within the terms of the declaration." (1 Web. P. C. 630.)

Walton v. *Potter*. N. P. 1841.—The question of infringement is one of fact for the jury. A specious variation in form, or ingenious alteration in the mode of adaptation, is an infringement of a patent. Tindal, C.J., in summing up the case to the jury, said: "Where a party has obtained a patent for a new invention, or a discovery he has made by his own ingenuity, it is not in the power of any other person, simply by varying in form or in immaterial circumstances the nature or subject matter of that discovery, to obtain either a patent for it himself or to use it without the leave of the patentee, because that would be in effect and in substance an invasion of the right; and therefore, what you have to look at upon the present occasion is, not simply whether in form or in circumstances, that may be more or less immaterial, that which has been done by the defendants varies from the specification of the plaintiff's patent, but to see whether in reality, in substance, and in effect the defendants have availed themselves of the plaintiff's invention in order to make that fabric, or to make that article which they have sold in the way of their trade; whether, in order to make that, they have availed themselves of the invention of the plaintiff. (1 Web. P. C. 586, 589.)

Neilson v. *Harford*. N. P. 1841.—Action for the infringement of a patent for the improved application of air to produce heat in furnaces. Parke, B., told the jury that if the invention consisted, as claimed by the plaintiff, in applying the air, heated while *in transitu*, then, however great the improvement which the defendant's apparatus for accomplishing that object may be on that described in the specification, it is no less an infringement. (1 Web. P. C. 310.)

Walton v. *Bateman*. N. P. 1842.—The doing any of the acts specified in the prohibitory clauses of the letters patent, is an infringement. (1 Web. P. C. 615.)

SOLICITORS' JOURNAL.

IN a case lately reported from an Irish Court, an affidavit sworn in the matter, by deponents residing in Canada, was said to be informal, and the officer of the court refused to file it on the twofold ground that while it was a joint affidavit, there was only a single jurat, also that the description of the commissioner before whom it was made was insufficient, on the ground that, whilst he described himself as "commissioner for taking affidavits in Chancery," he omitted to add "in Canada." We are glad to notice that an order has been made that this affidavit should be received and filed. It would, indeed, be unfortunate

if, on such grounds, the proceedings should have been delayed, that the affidavit might be returned to Canada to correct the alleged irregularities. It does not appear from the report but that the affidavit was sworn by the two deponents at the same time, and a reference to the *Law List* shows that the Canadian commissioner was what he described himself to be. Solicitors when discharging the office of commissioner of oaths cannot, of course, be too careful in complying with every formality, and that they are so in the generality of cases is evidenced by the fact that it is only very occasionally that objection is taken to those parts of an affidavit for which they are responsible as commissioners.

MR. F. H. JANSON, in his paper lately read before the Statistical Society, and to which we have already referred, observes, in reference to the compensations paid to proctors, "That it did not include the loss of office as practitioners in the Ecclesiastical Courts." Sir R. Phillimore has recently decided that they have still the exclusive privilege of practising there, and as the race is rapidly dying out the business must come to a standstill unless the Legislature applies a remedy or the litigant parties are willing to conduct their cases in person.

MR. F. CALVERT, Q.C., in his Remarks upon the Jurisdiction of the Inns of Court, observes as follows in reference to education and etiquette affecting the two branches of the Profession: "To put the examination for the Bar on the same footing as an examination for the profession of an attorney or of a medical man is quite a mistake. Persons who require the aid of an attorney or a doctor, go directly to them. They may sustain serious injury, if anyone is allowed to offer himself to the world in general, as a practitioner in either of those professions, without having proved an adequate amount of proficiency. But persons, who require the aid of a barrister, do not go directly to him. They consult their attorney, and through the attorney as intermediate agent consult the barrister."

AS yet the office of Chief Clerk to the Lord Mayor is still vacant, and we look with some anxiety for the choice of the City magistracy. That it should be bestowed upon a solicitor is beyond question, and if not so bestowed solicitors will have far more cause of complaint than the other branch could have if a solicitor were appointed to the office of Solicitor to the Treasury. Magistrates' clerks are invariably solicitors, and they bring to bear upon the discharge of their duties the utmost tact and judgment, as well as a practical knowledge of their work. The City authorities will find no scarcity of thoroughly good men if the remuneration is adequate to the responsibility of this important office.

THE apparent expedition with which some Judges of the Court of Chancery get through the business of their courts is attributable to the practice of throwing upon the chief clerks important duties which they were not originally intended to perform, says Mr. Janson in a paper lately prepared, and he adds, it has often been urged that an addition to the number of judges of this court would enable them to work out in chambers their own decrees, while the facts and circumstances were fresh in their minds, leaving the chief clerks to dispose of the administrative business, which is now too often kept waiting for the consideration and discussion of important questions of principle that would be more properly dealt with by the judges. Another great want is that of readier access to the judge. If there were the same facility of appeal from the chief clerk to the judge as there is from a solicitor's clerk to his principal, as there easily might be if a judge sat in chambers three days in each week, much valuable time would be saved. This was suggested in the report of a very large committee of solicitors to the Council of the Incorporated Law Society, so far back as the year 1851, and this report was afterwards submitted for the consideration of Parliament. See vol. xiii, "House of Commons Reports, 1852."

SOLICITORS cannot be made parties to suits in Chancery with a view to charging them with costs, unless counsel and solicitors are found who are ready so to charge their brothers in the Profession. The practice of so seeking to charge solicitors has largely obtained of late years, but happily for the credit of the Profession there has grown up by the side of it a determination on the part of the judges of the High Court of Chancery to set their face against making solicitors, who are properly witnesses in a suit, and who are not primarily chargeable with any part of the relief prayed, parties to the suit with a view of charging them with costs only. Our readers will do well to consider carefully the case of *Barnes* v. *Addy*, reported in our present issue, as affecting this question, the judgment in which, by the ex Lord Chancellor (Selborne) and the Lords Justices will, we feel sure, be studied with interest. It is an appeal from, and affirmation of a decision of Wickens, V.C., who concludes his judgment thus: "With a view to discouraging, as far as possible, suits of this nature against solicitors, I shall dismiss the bill against him (a solicitor), also with costs." The Court of Appeal entirely concurred with the Vice-Chancellor's desire to discourage such suits.

COMPLAINT reaches us from a solicitor who appeared for a defendant charged with felony before a country bench of magistrates, that notwithstanding his objection, the partner of the magistrates' clerk was allowed to appear and conduct the prosecution. We think this a very bad precedent, and one which we hope will not be followed, the better opinion being that much evil may arise from such a practice. We believe the rule is that partners of magistrates' clerks never appear as in the above case. This matter and the present right exercised by clerks of the peace in the distribution of quarter sessions business among local solicitors, needs regulation.

FUNERAL OF THE LATE MR. J. C. GROCOTT.

THE remains of the late Mr. J. C. Grocott, solicitor, Liverpool, were consigned to their last resting place in the family vault, St. George's churchyard, Everton, Feb. 27, the mournful ceremony being attended by many gentlemen connected with the Legal Profession and numbers of the general public, who were desirous of paying this last mark of respect to the memory of one of Liverpool's best known and highly respected citizens. The funeral *cortege* started from the residence of the deceased gentleman in Park-road, a little before eleven o'clock, and reached the church at twelve, where a large concourse awaited its arrival. The chief mourners were Mr. John Cooper Grocott, the only surviving son of the deceased; Miss Elizabeth Mary Grocott, Mrs. John Hayward, Miss Catherine Bird Grocott, Miss Martha Adams Grocott, daughters of the deceased; Mr. Chichester S. Willan, nephew; and two Masters Hayward, grandsons. Invitations were sent to his worship the mayor (Mr. Alderman A. B. Walker), Mr. Councillor John Pearson (ex-mayor), and Mr. Joseph Rayner (town clerk), to attend the funeral; but they were prevented by official business. The mayor's carriage and that of Mr. Pearson followed the *cortege* from the house to the church. Among the gentlemen who attended at the grave to witness the last sad rites performed to their departed friend were—Messrs. J. K. Blair, late judge of the Liverpool County Court; H. Hime and J. F. Watson, registrars of the County Court; John Fleet, registrar of the Court of Passage; Henry Walter, prosecuting solicitor; Henry Bremner, David Evans, R. A. Payne, Timpron Martin, T. Seddon Smith, J. B. Wilson, Charles S. Goodman, — Jenkins, Charles Pemberton, Mr. Councillor J. Hughes, Edward Cotton, Richard Williams, William Williams, John Willox, James Sykes, Henry Bolland, Thomas Baker, T. Parker, J. Bromley, J. P. M'Bride, Woodburn, Roberts, R. P. Ellis, and Goode, officials connected with County Court; W. Howell, J. F. Jones, Dr. Graham, Dr. Lyth, Dr. R. Williams, J. Gilbert, A. W. Chalmers, P. B. M'Quie, E. Hampson, T. Ambler, Robertson, Seaman, Alcard, and others. The service for the dead was read in a most impressive manner by the Rev. T. W. Swift, M.A., incumbent of St. George's; and those present having taken a "long last look" at the resting-place of the lamented deceased, the sad concourse separated. Although in his eightieth year, the deceased was engaged in the discharge of his professional duties almost up to the day of his death; and to his last hour his intellect retained its clearness.

By Mr. Grocott's death the office of sergeant-at-mace for the borough is rendered vacant. In the meantime, the discharge of the duties of the office will fall upon Mr. Clarke Aspinall, who, according to the Act of Parliament, will have to act as the sergeant-at-mace until the office is filled up. The council at its next meeting will be called upon to appoint a successor to Mr. Grocott.

ROLLS COURT.

Monday, March 2.

SALE *v.* LAMBERT.

Contract of sale—Particular—Memorandum—Name of vendor omitted—Statute of Frauds.

THIS was a suit for specific performance. The defendant was the owner of a malting and other buildings situate at Baldock, which were put up for sale by auction in the usual way in July 1872, and were knocked down to the plaintiff. There were several defences to the suit, one of which was that there was no contract within the Statute of Frauds, owing to the vendor's name not being inserted in the contract. The printed particular described the property as to be sold by the direction of the proprietor, who was not named or otherwise described therein, and the memorandum of the sale, which was endorsed on the particular, and was signed in duplicate immediately after the sale by the solicitors of both parties, and was in the usual form—namely, "I do hereby acknowledge that Mr. William Sale, by Mr. Thomas Veasey, his solicitor, has been this day declared the purchaser of lots 3, 5, and 6, mentioned and described in the particular hereunto annexed, at the sum of £1242, and that he has paid a deposit of £186; and I do hereby agree that the vendor, on his part, shall in all respects fulfil the conditions of sale mentioned in the said particular."

The *Solicitor-General* (Sir R. Baggallay) and *C. Walker* having been heard for the plaintiff, and *Southgate*, Q.C. and *Dauney* for the defendant,

Sir G. JESSEL, without calling for a reply, said the chief question was, whether the omission to insert the vendor's name in the memorandum of sale brought the case within the Statute of Frauds. It was a question of great importance, for it was almost, if not quite, the universal practice not to insert the vendor's name in the memorandum of sale, and the form used in the present instance was one that was used by many of the most repectable auctioneers. For his own part, he did not think he had ever seen a case in which the vendor's name was inserted in the memorandum of sale. He did not feel disposed to quarrel with the conclusion of the text writer (Dart's Vendors and Purchasers, vol. 1, p. 202), that, in order to satisfy the statute, both parties should be specified either nominally or by sufficient description. It all came back to the question, "What is a sufficient description? Can you find out from the contract who it is who is selling the property?" If a memorandum of sale were signed by two agents, the names of the principals not being disclosed, parol evidence would be admissible to show who the principals were; and why should not parol evidence be admissible to show who was meant by the term vendor? In fact, "vendor" might be as good a description of a man as his name and surname. Evidence might be admitted to show who was meant by the description of vendor, as well as to show who was meant by the name of John Smith. Here the vendor mentioned in the memorandum of sale was the person referred to in the particular as the proprietor, by whose direction the auctioneer sold the property, and what more could the purchaser want to know? The term "proprietor" might be thought an excellent description of the vendor, seeing it was so used in recent Acts of Parliament. Being of opinion that the term "proprietor" was a sufficient description of the plaintiff to satisfy the the statute, and that the other defences to the suit failed, he must make the usual decree for specific performance, with costs.

CENTRAL CRIMINAL COURT.

THIRD COURT.

Tuesday, March 3.

(Before Mr. Commissioner KERR.)

CHARLES BARNES NASH, 46, described as an agent, was charged with forging and uttering the indorsement to a banker's cheque for £20, with intent to defraud.

Montagu Williams and *Walter Ballantine* for the prosecution.

Besley for the defence.

The prisoner had been, for nine years, the managing clerk to Mr. Alexander Hemsley, solicitor, of No. 5, Albany, and in that capacity had charge of a Chancery suit, *Rowland* v. *Bingley* and *Bennett*, in relation to an estate estimated to be worth £60,000. The property in question included some houses in Greenwich, the rents of which, amounting to upwards of £50, were collected by the Rent Guarantee Society. In July 1872, two cheques drawn by that society, one for £38 16s. 3d. and the other for £20, in favour of the executors, fell into the hands of the prisoner, who gave receipts for them. Those sums represented the net rents which the society had collected, but the prisoner for some reason asked to have the amount remitted in two cheques instead of one, which was done. He gave a receipt for £58 16s. 3d., that being the aggregate of the two. A Mr. Jackson, a builder, had been employed to do some repairs to the property, but nothing was due to him at that time from the executors. Notwithstanding that, the prisoner got the society to make out a cheque for £20 in favour of Jackson, and afterwards, as was alleged, in a disguised hand, indorsed it in the name of Jackson. By this he was enabled to receive the money, but he never accounted for it to the estate, nor did he produce any receipt of Jackson for it.

The defence set up by the prisoner was that the accounts connected with the estate were in much confusion, and that by a mistake he was led to believe that £20 was due to Jackson, the builder. He intended subsequently to hand over the money, but had omitted through forgetfulness to do so.

Mr. Hemsley, the prisoner's master, replying to Mr. Montague Williams, said the deficiencies, in all, amounted to at least £200.

The jury found the prisoner guilty of feloniously uttering the forged cheque.

Montagu Williams said there was another charge against the prisoner of embezzling two sums of £52 odd belonging to the estate, but, after the verdict, he did not propose to proceed with it. The prisoner, he added, had been convicted at this court upwards of twenty-two years ago; but the officer who had him then in charge had died, and it was impossible formally to prove the conviction.

Mr. Commissioner KERR sentenced him to five years' penal servitude.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

HARVEY (Chas.), Guildford, Surrey, licensed victualler, seven dividends on the sum of £161 1s., and one dividend on £506, 16s. New Three per Cent. Annuities. Claimant, said Chas. Harvey.

WINTERBOTHAM (Thos.), Great Dover-street, Southwark, Robinson (Thos. Leedham), Croydon, and Roberts (John), Sidmouth-st., Gray's-inn-road, wine and spirit merchants, £925 Three per Cent. Annuities. Claimants, said Thos. Winterbotham and Thomas Leedham Robinson, the survivors.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

COLONIAL AND FOREIGN MEAT SUPPLY CO. (LIMITED).—Petition for winding-up to be heard March 13, before V.C. H.

CO-OPERATIVE BREWERY COMPANY (LIMITED). Creditors to send in by March 27 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors, if any, to D. Roberts and Peckham and Co., solicitors, 17, Knight Rider-street, Doctor's Commons, London, liquidators of the said company. April 13; at the chambers of the M. R. at eleven o'clock, is the time appointed for hearing and adjudicating upon such claims.

JUNIUS NEWSPAPER COMPANY. Creditors to send in by March 14 their names and addresses and the particulars of their claims, and the names and addresses of their solicitors, if any, to R. Lee, 5, Furnival's Inn, London, the official liquidator of the said company. March 28; at the chambers of the M. R., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

TUNIS RAILWAY COMPANY (LIMITED). Creditors to send in by April 11 their names and addresses and the particulars of their claims, and the names and addresses of their solicitors, if any, to Lieut.-Col. F. D. Grey and J. H. Webster, 152, Gresham House, Old Broad-street, London, the liquidators of the said company. April 20; at the chambers of V.C. M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

BELL (James), Leicester, gentleman. March 20; C. J. Hunter, solicitor. March 27; V.C. B. at twelve o'clock.

CAFFIN (William), Blackheath, Kent, Esq. March 20; William Holmes, solicitor, 20, Threadneedle-street, London. April 15th; M. R. at eleven o'clock.

COLLUM (William), Bombay, East Indies, a medical officer in the Bombay army, and assay master at Bombay, and of Piccadilly, Middlesex. May 2; F. Wm. Farrer, solicitor, 66, Lincoln's-inn-fields, London. June 5; V.C. H., at one o'clock.

COPPARD (Wm.), 34, Bennettstreet, Greenwich, Kent. March 23; Wm. Holmes, solicitor, 20, Threadneedle-street, London. March 31; V.C. H., at one o'clock.

CROWDEN (Wm.), March, Isle of Ely, Cambridge, former April 1; Dawbarn and Wise, solicitors, March. April 21; V.C. B., at twelve o'clock.

DEAN (Henry), 4, Vernon-road, Old Ford, Middlesex, oilman. April 1; R. D. Strong, solicitor, 54½, Bishopsgate-street Within, London. April 20; V.C. B., at twelve o'clock.

KEKEWICH (Samuel T.), Peamore, Devon, Esq., M.P. March 18; Charles J. Follett, solicitor, Exeter, April 15. V. C. B., at 12 o'clock.

LOWERY (Thos.), 3, Albion-terrace, Commercial-road East, Middlesex, Trinity pilot. March 30; H. Grain, solicitor, 36, Philpot-lane, London, April 15. V. C. H., at 12 o'clock.

MANN (Jas. H.), 3, Albert-road, Regent's-park, Middlesex, gentleman. April 2; Edward Hoare, solicitor, 28, Great James-street, Bedford-row, Middlesex, April 15. M. R., at 11 o'clock.

MOON (Wm.), Godalming, Surrey, common carrier and farmer. March 31; J. and M. Pontifex, solicitors, St. Andrew's-street, Holborn Circus, London. April 15; V.C. H., at twelve o'clock.

MORRY (Jos.), 3, Pulteney-street, Barnsbury, Middlesex. April 20; E. E. Toller, solicitor, Dean's-court, Doctor's-commons, London, March 31; V. C. M., at twelve o'clock.

MUSKETT (Jas. F.), 90, High-street, Clapham, and the Nursery, Clapham, Surrey, florist. April 4; Jas. Neal, solicitor, 4 and 5, Pinner's Hall, Old Broad-street, London. April 18; V.C. H., at twelve o'clock.

ORMSTON (Ralph), 5, Upper Weymouth-street, Middlesex, greengrocer. April 1; J. Goren, solicitor, 29, South Molton-street, Oxford-street, London. April 15; M.R., at half-past eleven o'clock.

STUART (John), 1, High-street, Hornsey, Middlesex, baker. March 30; J. P. Poncione, jun., 5, Raymond-buildings, Gray's-inn, Middlesex. April 13; V.C. M., at twelve o'clock.

SATCLIFFE (Wm.), Royal Lunatic Asylum, Cheadle, Chester, a person of unsound mind. March 31; Edwin Almond, solicitor, Kennedy-street, Manchester. April 13; V.C. M., at twelve o'clock.

TUBBY (Richard), Long Stratton, Norfolk, farmer. March 17; Geo. A. Rooks, solicitor, 16, King-street, Cheapside, London. March 25; V.C. M., at twelve o'clock.

WILKIN (Jas.), Jackett's Farm, Danbury and Dalton's Hall, Purleigh, Essex, farmer. March 28; Wm. J. Bruty, solicitor, 6, Tokenhouse-yard, London. April 14; M. R., at eleven o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

ALLENDER (Geo.), formerly of Copthall-court, London, stockbroker, late of 35, Kennington-park-gardens, Middlesex, gentleman. March 31; Paine and Layton, solicitors, 47, Gresham House, Old Broad-street, London.

BAILEY (Jane), 10, Park-hill, Bristol, widow. March 21; Hunt, Hodgson, and Bobbett, solicitors, Bristol Chambers, Nicholas-street, Bristol.

BEARE (Major Wm. G.), 34, Devonshire-place, St. Marylebone, Middlesex. March 31; Palmer, Eland, and Nettleship, solicitors, 4, Trafalgar-square, London.

BECK (Elizabeth), Church House, Washington, Sussex. March 31; C. A. Wright, solicitor, Ironmonger's Hall, Fenchurch-street, London, E.C.

BERRY (Sidney), The Cedars, Laurie Park, Sydenham, Kent, Esq. May 1; Pattison, Wigg, and Co., solicitors, 50, Lombard-street, London.

BRAITHWAITE (Mary), New Millflat, Slegill, Morland, Westmoreland, spinster. March 13; George R. Thompson, solicitor, Appleby.

BROADWOOD (Charles H.), Belgrave House, Preston, near Brighton, Sussex, Esq. April 15; Elpton and Co., solicitors, 20, Austinfriars, London.

BROOKS (John), the Brewery, Hill-street, Peckham, and of Champion-park, Camberwell, Surrey, brewer. March 28; E. J. Layton, solicitor, 2, Suffolk-lane, Cannon-street, London.

BROWN (Horace C.), late a Captain in the Royal Artillery. May 1; M. and F. Davidson, solicitors, 35, Spring-gardens, London.

BARDEN (John), Ledbury, Hereford, mercer and woollen draper. March 31; J. H. Smith, solicitor, Ledbury.

CAMPBELL (Sarah M.), Atherstone, Warwick, spinster. March 25; Wordsworth Blake and Co., solicitors, South Sea House, Threadneedle-street, London.

COBB (Mary A.), The George, 2, St. Mary Axe, London, licensed victualler. March 25; J. D. Thompson, solicitor, 9, Lincoln's-inn-fields, Middlesex.

COHEN (Nathan), 2, Clarence-square, and 34, North-street, Brighton, newspaper proprietor and printer. May 1; Clarke and Howlett, solicitors, 8, Ship-street, Brighton.

COLLIS (Geo. T.), formerly of Hurst, Berks, and late of Great Knolly's-street, Reading, blacksmith. May 1; T. Cooke, solicitor, Wokingham, Berks.

CORNWALL (Geo.), Parkview, near Bandon, Cork, late of 108, Jermyn-street, St. James's, Middlesex, late a Major in H.M.'s 93rd Regiment of Highlanders. March 30; Deane and Co., solicitors, 14, South-square, Gray's-inn, London.

COTGRAVE (Richard E. F.), 74, Gloucester-street, Pimlico, Middlesex, a retired Colonel in the R. E. Bombay Army. March 20; Wm. Woolfryes, solicitor, Banwell, Somerset.

CRAIGIE (Gen. Sir Patrick E.), K.C.B., formerly of Fullbrooks, Old Maldon, afterwards of Millmead House, Guildford, Surrey, and late of St. Leonard's-on-Sea. April 4; Fladgate and Co., solicitors, 40, Craven-street, Strand, London.

CURWEN (Jane P.), Lapton Towers, Lupton, Kirkby Lonsdale, Westmoreland, spinster. March 31; T. Milburn, solicitor, 5, Washington-street, Washington, Cumberland.

ECCLES (Richard), Walthew House, near Wigan, Lancaster, and of Lark Hill, Lord-street, Southport, Esq. April 8; Anderson and Co., solicitors, 4, Brunswick-court, Liverpool.

EDWARDS (John), Trematon Hall, St. Stephens, Saltash, Cornwall, Esq. March 31; N. Bennett, solicitor, 4, Furnival's-inn, London.

FRY (Geo.), formerly of Hastings, afterwards of the Island of Sark, and late of High Beech, Hastings, surgeon. April 1; Walter Sprett, solicitor, Mayfield, Sussex.

GIFFORD (Wm. J.), formerly of Ford, near Wellington, Somerset, Esq., afterwards of King-street, Bloomsbury, Middlesex, and subsequently of Gray's-inn-square, Middlesex. March 14; O. Leefe, solicitor, 60, Lincoln's-inn-fields, London.

JACKSON (Frances J.), Berkhampstead, Hertford, spinster. March 31; Fielder and Sumner, solicitors, 14, Godliman-street, Doctors'-commons, London.

JEFFS (Sarah), late of 15, High-street, Stoke Newington (formerly known as 6, Middleton-place, Stoke Newington-road), Middlesex, widow. April 6; Bicknell and Horton, solicitors, 161, Edgware-road, Hyde-park, London.

JOHNSON (John), Altrincham and Hale, Chester, timber merchant and wood turner. April 2; M. Fowden, solicitor, Market-street, Altrincham.

JONES (John W.), North Petherton, Somerset, gentleman. March 25; Reed and Cook, solicitors, Bridgewater.

LAWRENCE (Reuben), 13, Caroline-terrace, Bloomsbury, Middlesex, gentleman. March 31; S. Potter, solicitor, 36, King-street, Cheapside, London.

LAWRINSON (Matilda), formerly of 7, Clifton-place, and afterwards of 10, Albert-terrace, St. Leonard, Exeter, and late of Southport, Lancaster, spinster. May 1; Simpson and Cullingford, solicitors, 85, Gracechurch-street, London.

LAZARUS (Moses), 46, Woburn-place, Russell-square, London, Middlesex, jeweller. March 31; D. Woolf, solicitor, 17, King-street, Cheapside, London.

LLOYD (Robert N.), the Stock Exchange, London. May 4; Alfred Borwick, Lloyds, London, E.C.

NATTRISS (Geo.), Bristol, confectioner. May 1; Whittington and Co., solicitors, 14, Small-street, Bristol.

NEWEY (John), Westow Hill, Norwood, Surrey, painter and glazier. March 31; Gucc'ote, Wadham, and Daw, solicitors, 19, Essex-street, Strand, London.

PENNY (Sarah), Eversfield House, 105, Abbey-road, St. John's Wood, Middlesex, spinster. April 1; White and Co., solicitors, 6, Whitehall Place, Westminster, London.

PRINCE (Anne), of Goodyers, Hendon, Middlesex, widow. May 1; Kynaston and Gasquet, solicitors, 88, Queen-street, Cheapside, London.

ROBERTS (Chas.), Castle Tavern, Holloway-road, Middlesex, licensed victualler. March 31; J. Parkinson, solicitor, 35, Holloway-road, London.

ROOKE (Sarah E.), Barnton, Chester, widow. March 20; H. Tyrrell, solicitor, 14, Gray's-inn-square, London.

SAMLER (Major F.), Westbourne-park-road, Bayswater, Middlesex. March 25; H. Samler, solicitor, 23, Carter-lane, Doctors'-commons, London.

SHAW (Jas.), Kingston-upon-Hull, licensed victualler. April 1; J. L. Jacobs, solicitor, County-buildings, Hull.

SMALLMAN (Thos. A.), 4, Moor-street, Burton-upon-Trent, Stafford, articled clerk at law. March 31; W. B. Hextall, solicitor, Albert-street, Derby.

THORP (Wm. P.), Sheen-lane, Mortlake, Surrey, gentleman. March 25; Anderson and Sons, solicitors, 17, Ironmonger-lane, Cheapside, London.

TWELVETREES (Robert), Biggleswade, Bedford, baker. March 25; Hooper and Raynes, solicitors, Biggleswade.

TWYNAM (Hon. Mary E.), Bath, widow. March 25; W. Ford, solicitor, Axminster, Devon.

WADHAM (Emily J.), Clifton, widow. March 31; Gascotte, Wadham, and Daw, solicitors, 19, Essex-street, Strand, Middlesex.

WALLIS (Henry), Bugle-street, Southampton, builder. April 20; Hickman and Son, solicitors, 7, Albion-place, Southampton.

WELLS (John), Hawley House, Tadley, Southampton, gentleman. April 5; W. H. Cave, solicitor, Newbury, Berks.

WOOLVERTON (Jas.), Bramley, Surrey, gentleman. April 15; R. E. Mellersh, solicitor, Godalming, Surrey.

REPORTS OF SALES.

Saturday, Feb. 21.

By Messrs. RUSHWORTH, ABBOTT, and Co., at the Mart.

Maida-hill.—No. 67, Hamilton-terrace, term 62 years—sold for £1230.

Great Berkhampstead.—Raven's-lane, a residence, with stabling and pleasure grounds, freehold—sold for £640.

By Messrs. WILKINSON and HORNE.

Kensington.—No. 15, Durham-villas, term 78 years—sold for £2250.

Fulham-road.—No. 61 and 63, Waterford-road, term 82 years—sold for £320.

Edgware-road.—No. 1, Milner-mews, term 48 years—sold for £220.

By Messrs. EDWIN FOX and BOUSFIELD.

Clapham-common.—The freehold residence, Holywood—sold for £6100.

Balham-hill.—The residence Chestnut House, freehold—sold for £2000.

The freehold residences Hillside, Arundel House, and Hookwood Lodge—sold for £5060.

Tuesday, Feb. 24.

By Messrs. BROAD, PRITCHARD, and WILTSHIRE, at the Mart.

Gray's-inn-road.—No. 15, Portpool-lane, and Nos. 1 to 5, Half-Moon-court—sold for £800.

Policy for £200, life, aged 44 years—sold for £36.

A ditto for £1000, on same life—sold for £154.

A ditto for £1000, on same life—sold for £140.

By Messrs. CHINNOCK, GALSWORTHY, and Co.

Newington.—One thirty-sixth share of the leasehold estates and funds of the late Samuel Brandon, Esq.—sold for £1600.

By Messrs. DEBENHAM, TEWSON, and FARMER.

Portman-square.—No. 26, Upper Berkeley-street, with stabling, term 14 years—sold for £900.

Marylebone.—No. 18, Crawford-street, term 30 years—sold for £710.

No. 30, Upper Baker-street, term 27 years—sold for £930.

Nos. 12 and 13, Park-place, and Nos. 25A and 25B, Park-street, term 27 years—sold for £1820.

Portman-square.—No. 10, York-street, term 14 years—sold for £800.

Marylebone.—No. 7, Beaumont-street, term 15 years—sold for £460.

No. 24, Northumberland-mews, term 17 years—sold for £180.

Clapham.—Nos. 1 and 2, Nelson-row, term 36 years—sold for £195.

Freehold ground-rent of £5 per annum—sold for £120.

By Mr. W. H. MOORE.

St. John's-wood.—No. 3, Cunningham-place, term 49 years—sold for £620.

Notting-hill.—No. 133, Clarendon-road, term 66 years—sold for £580.

Poplar.—No. 120, Grundy-street, freehold—sold for £720.

Limehouse.—No. 20, Piggot-street, term 41 years—sold for £230.

Mile-end-road.—No. 42, St. Peter's-street, term 66 years—sold for £280.

Hammersmith.—Nos. 11 and 13, Redmore-street, term 97 years—sold for £260.

Euston-square.—Nos. 1, 2, and 3, Little Clarendon-street, term 10 years—sold for £150.

Thursday, Feb. 26.

By Messrs. FAREBROTHER, LYE, and Co., at the Mart.

New Bond-street, No. 21.—An improved rent of £65 per annum, term 14 years—sold for £500.

Tuesday, March 3.

By Messrs. HARDS, VAUGHAN, and JENKINSON, at the Mart, Soho.—No. 46, Gerard street, freehold—sold for £1965.

By Messrs. TOPLIS and HARDING.

Lower Edmonton.—Church-street, freehold house, with outbuildings—sold for £730.

Dudley-cottage, freehold—sold for £270.

Nos. 1 and 2, Church-villas—sold for £710.

Kingsland-road.—No. 282, term 15 years—sold for £100.

St. George's-road.—Nos. 38 to 43, Pitt-street, term 7 years—sold for £110.

Twenty £100 shares in the Vauxhall-bridge Company—sold for £560.

Wednesday, March. 4.

By Messrs. WINSTANLEY and HORWOOD, at the Mart.

New Cross-road.—No. 288, term 68 years—sold for £775.

St. George's-in-the-East.—No. 3, North-east-passage, term 32 years—sold for £295.

MR. J. G. MACCARTHY, M.P. for Mallow, was admitted an attorney and solicitor in Easter Term 1853. He was born at Cork, where he is still in the exercise of his profession. He was educated at St. Vincent's College, Cork.

MR. W. GORDON, M.P. for Chelsea, was admitted an attorney and solicitor in Trinity Term 1840, and is in practice alone in the City of London, having succeeded to his deceased father's extensive English, Scotch, and Colonial practice there.

IT is reported that the post of Chairman of Ways and Means, filled in the last Parliament by Mr. Bonham Carter, late M.P. for Winchester, has been offered by the new Premier to a member of the House who is a solicitor.

MR. C. E. LEWIS, M.P. for Londonderry city, was admitted an attorney and solicitor in Hilary Term 1847. He formerly practised in Lincoln's-inn-fields, but is now the senior partner in the firm of Messrs. Lewis, Munns, and Longden, of Old Jewry, in the City of London. He is a member of most of the institutions supported by solicitors.

MR. JUSTICE BLACKBURN'S complaint, at the recent sittings at Guildhall in the City of London, upon the subject of the inconvenience occasioned by attorneys not giving notice to the officers of the court when causes were intended to be withdrawn, was, we think, misdirected. Attorneys are themselves officers of the Superior Courts, and it is competent for the judges to make rules on the subject in question, with which, of course, all officers of the courts will comply, and for complying with which their proper costs, charges, and expenses should be allowed on taxation.

THE Judicial Committee of the Privy Council is composed of the Lord President, the Lord Chancellor, the Archbishops of Canterbury and York, the Lords Justices of the Court of Appeal in Chancery, the Lord Chief Justices of the Queen's Bench and Common Pleas, the Lord Chief Baron of Exchequer, the judge of the Court of Probate and High Court of Admiralty; also such prelates as are Privy Councillors, and all Privy Councillors who have held any of the offices before mentioned, with four paid judges and the

following subordinate officers: An Indian Assessor, a Clerk of Appeals, a Registrar, a Registrar in Admiralty and Ecclesiastical Causes. A large portion of the business which comes under the cognizance of this tribunal is conducted by gentlemen who are not members of the legal Profession.

THE following is, we believe, a correct list of the names of the several solicitors who have from time to time been concerned in the celebrated case commonly known as the *Tichborne* case, now happily terminated: Messrs. Holmes; Moojen; Gibbes; Baxter, Rose, and Norton; Gorton; Hendricks; Harcourt; Dobinson and Geare; Cullington; Gray, Q.C.; Pollard; Stephens; and Bowker.

THE following Lectures and Classes are appointed for the ensuing week at the Hall of the Incorporated Law Society, Chancery-lane, for the Instruction of students seeking admission on the roll of attorneys and solicitors: Monday, class, 4.30 to 6 o'clock, Conveyancing; Tuesday, class, 4.30 to 6 o'clock, Conveyancing; Wednesday, class, 4.30 to 6 o'clock, Conveyancing; Friday, lecture, 6 to 7 o'clock, Common Law. To prevent interruption at the lecture, subscribers are not admitted to the Hall after a lecture has commenced.

AN issue of 2,500,000 dols. (£500,000 sterling) First Mortgage Seven per Cent. Sinking Fund Gold Bonds of 1000 dols. (£200) each of the Paris and Danville Railroad and Coal Company of Illinois is announced. The issue price is £170 sterling per bond of £200. At the price of issue these bonds will yield as an investment nearly 8½ per cent. per annum. The principal and interest of this issue are secured by a first mortgage upon the whole of the company's railroad franchises, rolling stock, and property of every description, and real estate, including coal and mineral lands now owned. The bonds having a priority of lien upon all the franchises and property of the company of whatever kind or quality of every description of the value of £1,800,000 now owned, and also upon all property which may be hereafter acquired by the company. The following particulars are furnished by the company: The road is located between the Illinois Central Railway and Wabash River through a densely populated, wealthy, and productive country, of about seventy miles in width, containing no other parallel railroad in competition for its business. Its line is through a succession of highly-cultivated farms, growing cities, and villages. The road, when completed, will form the middle one-third of a through line from Chicago to Cairo, Paducah, and Shawnee town, and connecting these points, and through them the leading southern railways with Chicago by the most direct route. The road is 102 miles long, thirty-six miles of which are now completed and in operation. 1,050,000 dols. have been expended in the construction of the road and the purchase and development of the mines. 5000 dols. per mile is paid up to the capital stock of the company at par by individual and corporate subscribers.

MAGISTRATES' LAW.

WORSHIP-STREET POLICE COURT.

Monday, March 2.

(Before Mr. BUSHBY.)

Master and Servants Act — Shoemakers — 9 Geo. 1, c. 27.

A MAN was brought up charged with stealing a pair of boots, value 18s., the property of his employer. The short facts of the case were that the prisoner had been employed by a bootmaker to make up a pair of boots, he working on his master's premises. He left ostensibly for dinner, and never returned. The boots were afterwards missed, and information was given to the police. Some time afterwards the prisoner was apprehended, and when charged said that he would pay for the boots if the prosecutor would forgive him. Before the court he attempted to set up the defence that some other person had stolen the boots.

The prosecutor, however, in reply to Mr. Bushby, said that the prisoner did not return for his wages.

Mr. BUSHBY, having looked into the Master and Servants Act, said that he found recited there the Act 8 & 9 Geo. 1 c. 27, s. 4. That Act provided for offences of the kind charged against the prisoner, and from its being unrepealed it was impossible to deal with the charge in any other way. The Act provided that from and after the 1st May 1740 any person or persons employed in cutting, making up, &c., any skins, boots, shoes, &c., who should fraudulently purloin, "embezil," secrete, pawn, exchange, &c., any portion of the material in which such person or persons should be employed, or do any act to lessen the value of such material, either before or after the making up, &c., should upon conviction be ordered to make a reasonable recompense for his offence, such recompense not to exceed the double value of the goods so purloined, "embezziled," &c. He had, therefore, to order the prisoner to pay the double value, 36s., of the boots he had purloined, or in default of sufficient distress to be imprisoned for fourteen days with hard labour. The Act further provided that the prisoner while in gaol should be once whipped in such manner as the justice might think fit. He could not think, however, that the Legislature, when amending the law relating to master and servant, had intended, although referring to the Act of Geo. 2, c. 8, but not mentioning the section, to allow such a law to stand, and, therefore, he would take upon himself to dispense with the second portion of the punishment. He added that the Act ought to be called attention to, and he hoped it would be done. By the same section a person guilty of purloining or making away with any portion of goods intrusted to him to make up by a master is rendered liable to pay quadruple value, and to be twice flogged publicly.

REAL PROPERTY AND CONVEYANCING.

NOTES OF NEW DECISIONS.

WILL—ESTATES OF TRUSTEES—PAYMENT OF DEBTS — RULES OF CONSTRUCTION — CONTINGENT REMAINDERS—DECREE.—J. C., by will, in 1827, devised freeholds to trustees, their heirs, and assigns, and to the survivor of them, and his or her heirs, upon trust that they and their heirs, and the survivor of them, and his or her heirs, should stand seised thereof during the life of W.C., and also until the testator's debts were paid, upon trusts to set and let the same, and to apply the rents and profits, and the value of the timber, in discharge of debts, and then for W. C. for life, and then and after the debts were paid, for the heirs of the body of W. C., with remainder to his own heirs. In 1830, the debts having been paid, the trustees conveyed to W. C. for life. In 1838 W. C. suffered a recovery. He subsequently mortgaged to the defendant in fee. Upon a bill filed to have it declared that the conveyance of the life estate by the trustees was a breach of trust, and that the defendant was a trustee for the plaintiff, a son, and heir at law, of W. C.: Held (disapproving the decision of Lord Romilly in *Collier* v *McBean*, 34 Beav. 426), that the trustees took an estate of freehold; that the devise to them "and their heirs" gave a fee simple, unless something appeared by the will to cut it down; that it is not to be cut down unless another estate can be pointed out on the face of the will for the trustees to take; that neither a chattel interest superadded to, or concurrent with, the life estate, until the debts were paid, was a proper construction of the gift, nor was it a correct view that they took a freehold interest *per autre vie* during the life of the tenant for life with a further chattel interest, till the debts were paid; but that they took the fee; that a trust to "set and let" gives not a bare power, but an estate which, being indefinite, must be a fee simple; that a trust to apply the "value of whatever timber may be considered at its best growth" implies a fee for tenant *per autre vie*, as the owner of a chattel interest cannot cut timber; that the contingent remainder having gone at law by recovery it did not remain in equity; that the trustees were not in any sense trustees to preserve contingent remainders; and that the conveyance to the tenant for life was not a breach of trust. There is no such thing as an implied trust to preserve. Held, also, that the mortgagee having in another suit, to which the present plaintiff was a party, obtained a decree for getting in the outstanding legal estate, the plaintiff was bound by that decree: (*Collier* v. *Walters*, 29 L. T. Rep. N. S. 869. M. R.)

AUCTIONEER—MEMORANDUM IN WRITING OF A BARGAIN—INTERNAL REFERENCE TO SEVERAL DOCUMENTS—STATUTE OF FRAUDS. — Plaintiff authorised defendant, an auctioneer, to sell a mare, which was accordingly entered as a lot in the catalogue attached to the conditions of sale for a certain day; "49, grey mare, 6 years old, 15-3 hands high; steady to ride and drive." She was knocked down at the sale on the day fixed for 33 guineas, and a clerk made an entry at the time, opposite the lot, in the defendant's sales ledger, of the price and name of the buyer. This ledger was headed "Select Sales by Auction," with the same date as the catalogue. The description had been entered before the sale, as "Lot 49, grey mare, aged 6." The buyer the same day returned the mare to the defendant, with a letter written and signed by him, "I herewith return the grey mare, Lot 49, bought at your sale this day, as not being steady in harness, as warranted:" Held, in an action against the auctioneer for damages for not making a binding contract with the buyer, that, without express authority, an auctioneer's clerk cannot be taken to be agent to sign a buyer's name; and that there was not sufficient internal reference to each other in these three writings to constitute a note of a bargain within the 17th section of the Statute of Frauds (*Pierce* v. *Corf*, 29 L. T. Rep. N. S. 919. Q. B.)

MARITIME LAW.

NOTES OF NEW DECISIONS.

COLLISION—FOG—RIGHT OF FERRY BOAT TO RUN—LIABILITY—PRACTICE. — A steam ferry boat continuing to cross and recross the river Mersey during a dense fog takes upon herself the responsibility incident to such a course, and is not entitled to set up public convenience against the probability of loss of life and property; but she will be liable for any damage done to other vessels with which she may come into collision, provided those vessels take the precautions required by law to warn her of their position. A receiver of wreck in taking depositions under the Merchant Shipping Act 1854 (17 & 18 Vict. c. 104) sect. 448, should put down the facts deposed to as given by the deponent, and should not correct any statement made by the deponent which within the personal knowledge of the receiver is erroneous: (*The Lancashire*, 29 L. T. Rep. N. S. 927. Adm.)

COMPANY LAW.

NOTES OF NEW DECISIONS.

CONTRIBUTORY — VOID AMALGAMATION — BETWEEN APPLICATION FOR SHARES AND LETTERS OF ALLOTMENT.—In the year 1869 an amalgamation was agreed upon between the P. Company (Limited), and the U. Company, which was an unlimited company, under which the paid-up shareholders in the P. Company were to have paid-up shares in the U. Company to the amount of their shares in the P. Company, and the partly paid-up shareholders in the P. Company were to have shares in the U. Company, on which an amount was to be considered to have been paid proportionate to the amount credited on their P. shares. The P. Company was to assign its assets to the U. Company, and the U. Company to undertake its liabilities. An indenture in two parts was drawn up and executed by the two companies, but in consequence of a variation between the respective parts executed by the companies the indenture was in 1873 held incomplete, and the amalgamation void. B., the holder of forty shares in the P. Company, on which £100 had been paid, signed, and sent to the P. Company a form of application supplied by them to him, for shares in the U. Company, "credited with £100 thereon, in exchange for forty shares held by me in the P. Company, on which £100 has been paid," and on the 5th Aug. 1869, received a letter of allotment informing him that he had been entered as a shareholder in the U. Company, and that "the amount to be credited on such shares will be the proportionate amount of the net assets of the P. Company (Limited)." B. took no steps to repudiate the shares, although the allotment letter varied from the application, but made several applications for certificates of the shares allotted. The certicates were never sent to B., and on the 9th Nov. 1869 a winding-up order was made against the U. Company. Held, that there was no contract between B. and the U. Company to take shares, that he was not bound by acquiescence, and that he could not be placed upon the list of contributories: (*Beck's case*, 29 L. T. Rep. N. S. 907. V.C. B.)

COUNTY COURTS.

SALFORD COUNTY COURT.

Jan. 13 and Feb. 16.

(Before J. A. RUSSELL, Q.C., Judge.)

ALDRED *v.* WHITEHEAD.

Equitable mortgage.

A., an equitable mortgagee, without deposit of deeds, under an agreement which charged certain leasehold property with the payment of a certain sum, and in which it was provided that the defendant should at any time thereafter execute a legal mortgage of the property with such power of sale and other powers as the plaintiff might require, asked for the usual accounts and a sale of the mortgaged property.

Held, that he was only entitled to specific performance of the agreement.

Ashton *v.* Corrigan, Matthews *v.* Goodday, Peto *v.* Hammond, Hermann *v.* Hodges, *and* James *v.* James *referred to.*

S. Hall (barrister), instructed by *C. W. Dawson*, Bolton, for the plaintiff.

Dr. *Pankhurst* (barrister), instructed by *Gooden*, Bolton, for the defendant.

This was a plaint by an equitable mortgagee asking for the usual accounts and

sale of the mortgaged property. The plaint stated an agreement between the plaintiff and defendant, whereby the defendant, in consideration of £283 10s. owing by him to the plaintiff, charged certain leasehold premises with the repayment of the said £283 10s., and of further advances and interest, and agreed at any time thereafter to execute a legal mortgage of the said premises subject to certain building society mortgages, with such power of sale and other powers as the plaintiff might require; and after stating that the defendant refuses either to execute a mortgage or to pay the amount owing on the security of the said agreement, prayed the relief above mentioned. There was no actual deposit of deeds. It was contended on behalf of the defendant that the proper relief on the above plaint was not a sale, but a specific performance of the agreement, and counsel quoted *Ashton* v. *Corrigan* (L. Rep. Eq. 76), *James* v. *James* (16 L. Rep. Eq.), Seton on Decrees (vol. 1, p. 443), and Fisher on Mortgages (vol. 1).

Hall, for the plaintiff, in reply, said that under the above stated agreement he was entitled to a sale at his option, if he chose to waive the specific performance of the agreement, and referred to Prideaux's Precedents (vol. 1), from which the agreement seemed to have been taken, and also to *Matthews* v. *Goodday* (8 Jur. N. S. 90), and *Peto* v. *Hammond* (8 Jur. N. S. 550). *Ashton* v. *Corrigan* only decided that the mortgagee under the special terms of his agreement was entitled to a mortgage containing an absolute power of sale, and the earlier cases were not discussed. Neither that case nor the later cases of *Hermann* v. *Hodges*, and *Janes* v. *James*, nor the authorities in Fisher and Seton are inconsistent with *Matthews* v. *Goodday*. There could have been no actual deposit of deeds in this case, but that can make no difference.

His HONOUR, in giving judgment, said that so careful and distinguished a judge as Wickens, V. C. would not have decided *Ashton* v. *Corrigan* without considering its effect on the earlier cases, and on the authority of that case he should hold that specific performance of the agreement was the proper remedy, and not sale. Leave would be given to amend, and the costs would be reserved.

On the 10th Feb. the case came on again, when specific performance was decreed, and costs were allowed to the plaintiff.

BANKRUPTCY LAW.

COURT OF BANKRUPTCY.

Monday, March 2.

(Before Sir J. BACON, Chief Judge.)

Ex parte JACOBS, *Re* CARTER.

Proof—Secured creditor—Production of securities.

THIS was an appeal from the decision of the Birmingham County Court upon a point of some little importance in practice—whether it is necessary at the first meeting of a bankrupt's creditors, under the Bankruptcy Act 1869, to produce bills of exchange and other securities, the particulars of which are scheduled to the proofs of creditors.

De Gex, Q.C. and *Finlay Knight*, were counsel for the appellant.

Roxburgh, Q.C. and *Horton Smith*, for the respondents.

The facts of the case appeared to be that at the first meeting, held on the 19th Jan., Mr. Registrar Chauntler presided, when Mr. T. S. Smith, the holder of a proxy of the Worcester City and County Banking Company (Limited), tendered a proof on their behalf for £2301, for money lent to the bankrupt by the company, and for interest, commission, and other banker's charges, and the proof stated that the bank had received no security or satisfaction for that sum other than a mortgage or charge upon a messuage, therein described and thereby assessed at the value of £740, and the bill of exchange and promissory notes, particulars of which were set forth in the form prescribed by the Act, but the bills themselves were not produced. The proof was objected to on the ground of the non-production of the bills, and the Registrar overruled the objection. Application was then made to the judge by the counsel for the debtor, when the judge ordered that the proof should stand admitted. Mr. Jacobs, on whose behalf the objection had been taken, appealed.

The CHIEF JUDGE said the practice in bankruptcy had been established for many years. A creditor coming to prove his debt, who had a bill of exchange or other security, ought to produce it. That he was bound to produce his security before the receipt of dividend was quite another thing. There might be cases in which, from some accident, a creditor seeking to prove could not produce his securities. In such cases the judge would exercise his discretion. Here the bank was the holder of the bills, and there was no shadow of a reason why they should not be produced. The order of the court below would be discharged.

LIVERPOOL BANKRUPTCY COURT.

Saturday, Feb. 28.

(Before PERRONET THOMPSON, Esq., Judge.)

Ex parte BOLLAND; *Re* MALLEY.

Bankruptcy Act 1869—*Order and disposition section.*

Goods in the possession of neutral or third parties standing in the name of the original owner, without notice to the neutral parties of change of ownership

Held, to be property divisible amongst the creditors.

Quære, whether a transfer of property requires registration as a bill of sale.

THIS was a motion by Mr. Bolland, the trustee of the property of the debtor, a rag and rope merchant in Liverpool, for an order of the court to declare that certain rope lying at the railway station in the name of Malley, of which rope a Mr. Hewetson held the railway advice notes, was the property of the trustee.

Kennedy, instructed by *Masters* and *Fletcher*, appeared for Mr. Hewetson.

Martin, solicitor, for Mr. Bolland.

The question, by arrangement, originally came before a jury, and was reported in the LAW TIMES of 16th Dec. last, but it being found that the issue was one of law rather than of fact, the jury were discharged, and the question left for the decision of the court.

His HONOUR now said: In this case certain rope, the ownership of which is in dispute, was sold by arrangement between the parties, and the trustee under the liquidation moves for an order that he is entitled to retain the money arising from the sale. This application I think well founded, for, assuming that the writing of 30th Sept. 1872, given by Malley to Hewetson did not require registration under the Bills of Sale Act 1854, I think that the rope in question was property divisible amongst Malley's creditors, as being, by the consent of Hewetson, in the possession, order, or disposition of Malley, the reputed owner, within sub-sect. 5 of sect. 15 of the Bankruptcy Act 1869. I therefore make the order asked for, and with costs.

Friday, Feb. 27.

(Before J. F. COLLIER, Esq., Judge.)

Ex parte BOLLAND; *Re* LUND.

Bankruptcy Act 1869, *rule* 292—*Costs of proceedings under an abortive composition arrangement—When are the proceedings pending?*

Held that an extraordinary resolution to accept a composition which is duly registered, and the composition unpaid when due, still leaves the court with jurisdiction over the debtor, and therefore, where bankruptcy supervenes, the proceedings are pending, and the solicitor for the debtor under the composition petition is entitled to his costs out of the bankrupt's estate.

THE facts of this case are fully set forth in the judgment.

T. H. James, instructed by *Bellringer*, supported the order for costs.

Myburgh, instructed by *Duncan*, *Hill* and *Dickenson*, opposed.

His HONOUR said.—The motion in this case is that the court should order the trustee in bankruptcy of the estate of Thomas Lund to pay to Mr. John Leigh, an attorney, the amount of his taxed costs in the matter of a petition for liquidation or composition, filed by the said Thomas Lund in the County Court of Lancashire holden at Blackburn. The facts are these: On the 22nd Aug. 1872, Thomas Lund filed a petition for liquidation or composition in the Blackburn County Court. The first meeting of creditors was held on the 17th Sept., at which a resolution was duly passed to accept a composition of 10s. in the pound in instalments extending over a period of twelve months. That resolution was confirmed at a second meeting, and the two together formed the extraordinary resolution required by the Act. The resolutions were duly registered. The debtor proved unable to pay the first instalment. Another meeting of creditors was called on the 1st Nov., under the 126th section of the Bankruptcy Act 1869, to vary the previous resolution, but no resolution was passed. Mr. Leigh was the attorney employed in and about the affairs of the debtor up to the registration, and to him the registration of the resolutions was entrusted by the creditors. On the 28th Nov. a petition was filed by a creditor who had not assented to the composition, that the debtor should be adjudicated a bankrupt, the act of bankruptcy alleged being the filing of the original petition for liquidation or composition. The debtor was adjudicated a bankrupt on this act of bankruptcy on the 9th Dec., and on the 30th the proceedings in the bankruptcy were removed into the Liverpool court. Under these circumstances Mr. Leigh claims his costs, as taxed by the registrar of the Blackburn court, from the trustee in bankruptcy. The 292nd rule provides that where bankruptcy occurs pending proceedings for or towards liquidation or composition, the proper costs incurred in relation to such proceedings shall be paid by the trustee, unless the court shall otherwise order. The question is, were proceedings for a composition pending at the time of the bankruptcy? Fortunately, I am not entirely without guidance as to the construction which ought to be put upon this rule. In the case of *Ex parte Howell, re Hawes* (29 L. T. Rep. N. S. 859), Mellish, L. J. is reported to have said that the object of the provision made by the rule was, he thought, plain enough. If there were no such provision, no solicitor would ever act on behalf of a debtor who desired him to present a petitton for liquidation, or would recommend a debtor to adopt such proceeding, without getting his costs beforehand, and that might prevent many persons from presenting petitions at all. The object of the rule was that solicitors, if they acted fairly, might be able to get their costs although the proceedings for liquidation proved abortive and bankruptcy ensued. That being the object of the rule, such a construction should, if possible, be put upon it as would fairly carry out that object. In his Lordship's opinion it was not necessary to put such a strict construction on the words as to hold that whenever anything occurred which rendered liquidation impossible under the petition, the proceedings were no longer pending. In that case a petition for liquidation had been filed; at the first meeting the creditors negatived the resolution for liquidation, and on the following day the debtor was adjudicated a bankrupt. The Chief Judge, whose decision was upheld on appeal, held that the proceedings were pending within the 292nd rule, and that the solicitor in the liquidation was entitled to his costs out of the bankrupt's estate. I quote that case only because I believe all previous cases bearing on the subject were mentioned in the argument, and it is the latest case in which the subject has been considered. Mellish, L.J., based his decision principally upon the fact that as the receiver had not been discharged the property remained under the protection of the court, and the proceedings for liquidation were thus still pending. I am afraid I have hardly such substantial ground to go on; but the composition was payable by instalments extending over twelve months. By the 126th section of the Bankruptcy Act 1869, it is provided that the provisions of any composition may be enforced by the court on a motion made in a summary manner by any person interested. This being so, can it be said that the proceedings are absolutely dead until the composition has been paid? But if they are not dead they are pending. The court still has cognisance of the matter. Again, if a composition is not paid, the original debts may be recovered in full by action at law, or, in the alternative, the better opinion seems to be—though this, I believe has not been actually decided—a creditor may ask for an adjudication on the act of bankruptcy committed by filing the petition; but if this is so, if the creditors may revert to the petition, if anything is in action by means of which the creditors may resort to further proceedings, can the proceedings in the composition be said to have come to an end? I think, although I acknowledge the matter is not free from doubt, that, upon the construction which ought to be put upon the 292nd rule, they must be held to be sufficiently alive to enable the solicitor in the composition to have his costs paid. For these reasons I think that Mr. Leigh is entitled to have these costs out of the estate. On the question by whom they should be taxed, I have come to the conclusion that the taxation ought to be conducted in the Liverpool Court. The trustee in bankruptcy has to pay them out of the bankrupt's estate; he is responsible to the creditors in bankruptcy; the proceeding is in bankruptcy, not in composition; the bankruptcy is in the Liverpool Court; and I think the taxation should be in the court in which the bankruptcy is pending. The costs will come out of the estate.

Re A. TAPPENBECK AND CO.

Rejection of proof.

IN this case

His HONOUR said:—This matter comes before me on an application to vary or reverse the decision of the trustee of the estate of Augustus Tappenbeck and Co., rejecting a proof for £300. The following are the facts:—About the beginning of the year 1873, Mr. Augustus Tappenbeck and Mr. A. L. Christiansen carried on business as merchants in Liverpool, under the style of Augustus Tappenbeck and Co. On the 15th Feb. in the same year, the same two persons established the firm of Augustus Christiansen and Co., in Para, in Brazil. The two firms, although consisting of the same persons, carried on different businesses. The firm in Brazil bought produce on account of the firm in Liverpool, and shipped it to them. The Liverpool house traded in the goods, but the Brazil house received commission only.

Messrs. Nash, Ferreira, and Co., another firm carrying on business at Para, having occasion to make remittances to England, were in the habit of buying bills of exchange drawn by Christiansen and Co. on Tappenbeck and Co., and payable to Nash, Ferreira, and Co., and remitting them after endorsement to their correspondents Messrs. Shaw, Hawkes, and Co., of Birmingham. Several bills were thus treated, and were accepted by Tappenbeck and Co., and paid at maturity—among others, the following three bills, viz., one drawn on the 7th April for £100, and two on 5th May for £200 and £100 respectively. On the 1st May 1873, Christiansen and Co. admitted into partnership in the Brazil house one Mr. Schramm. A deed of partnership was executed, a circular in the usual form was issued, and, as Mr. Christiansen says, circulated in the commercial community of Para. Moreover, he swears that he himself told Mr. Ferreira, Mr. Nash's partner, of the admission of Schramm. Schramm had nothing to do with the Liverpool house. On the 17th June, a bill for £200, and on the 17th July a bill for £100, were drawn in the usual way by Christiansen and Co., on Tappenbeck and Co. in favour of Nash and Co., endorsed by them to Shaw, Hawkes, and Co., and remitted to the latter firm. These bills were in the handwriting of Schramm, who at that time was the only partner at Paris. They were duly presented for acceptance about twenty-five or thirty days after they were drawn, but by the time the first one reached England Tappenbeck and Co. had filed their petition in liquidation, and the bills were not accepted. Shaw, Hawkes and Co. now seek to prove on the estate of Tappenbeck and Co. for the amount of these bills. Their claims are advocated on two grounds, which, it may be observed, are inconsistent with one another. First, it is said that Christiansen and Co., who drew the bills, were in reality identical with Tappenbeck and Co., and Mr. Nash said that his firm purchased the bills on that belief and understanding. It is unnecessary to consider what might have arisen from this state of things if it existed, because in fact it did not exist. The admission of Mr. Schramm, before the bills were drawn, was known to Nash and Co. through one of their partners, Mr. Ferreira, and that disposes at once, I think, of the supposition that Tappenbeck and Co. were liable as the drawers of the bills, for that is what the argument must come to, and that in fact is what Mr. Nash says was his belief. Next it is alleged that Christiansen and Co. were the agents of Tappenbeck and Co. As I said before, this status of Christiansen and Co. is inconsistent with the former one; for if Tappenbeck and Co. and Christiansen and Co. were the same persons, and both firms, as was argued, principals, they could not be one another's agents. But I have no objection to consider this argument, which amounts to this: Christiansen and Co. were Tappenbeck's agents, and as such had authority to contract, and did contract, on behalf of Tappenbeck and Co., that they, Tappenbeck and Co., would accept these bills. But there is no evidence of any such agency, authority, or contract. All we have is that Tappenbeck and Co. did previously accept similar bills, and that Nash and Co. bought the bills on the faith that Tappenbeck and Co. were responsible; but this is very far from being sufficient to establish a contract between Tappenbeck and Co. and Nash and Co. I am therefore of opinion that this proof was rightly rejected, and I dismiss the motion with costs. As the circumstances respecting Mr. Goodley's proof are precisely the same, the same decision will apply to both.

Walton, instructed by *Hull* and *Co.* appeared for Mr. Banner, the trustee.

Butler and *James*, instructed by *Tyndall*, for the claimants.

MANCHESTER COUNTY COURT.

Tuesday, March 3.

(Before J. A. RUSSELL, Q.C., Judge.)

KEIGHLEY *v.* MURRAY (TRUSTEE); *Re* WIKE AND SON.

Bankruptcy Act 1869—*Re-hearing.*

Application for re-hearing on the ground that fresh evidence had been discovered since former hearing, referred by Chief Judge in Bankruptcy to County Court Judge.

Application refused, there being no ground for suggesting "surprise," and the question being one in the discretion of the court under the 71st section of the Bankruptcy Act.

Ambrose, barrister, in support of the motion.

Jordan, barrister, against.

THE facts of the case sufficiently appear from the judgment.

His HONOUR, in giving judgment, said this case was originally tried before him on the 18th July last year, and, after hearing the evidence and arguments thereon, he found as follows:—First, that *prima facie* there is no authority in law for one partner to bind a firm by giving a guarantee; secondly, that J. M. Wike had not, in point of fact, any authority, express or implied, to give guarantees in the name of his firm; thirdly, that the money—the subject of proof—was not borrowed by J. M. Wike, in the name of or for the purposes of the firm; and, fourthly, that Mr. Keighley, sen., the plaintiff in the case, was aware of that fact. Now, he was asked to grant a re-hearing, not on the first point, which was a point of law, and, he supposed, could not be disputed—nor upon the third and fourth points; but upon the second, because evidence had come to the knowledge of the plaintiff since the former trial, showing that in point of fact Mr. Geo. Wike had given an authority, either express or implied, to his son, J. M. Wike, to give the guarantee upon which this action was brought. He (the Judge) regretted exceedingly that this question, which was of considerable importance, had been left in the first instance to his decision. The power of granting a re-hearing was one which ought to be exercised with extreme caution. At common law, unless the plaintiff could show "surprise," it was never exercised. In this case there seemed to be no ground whatever for suggesting surprise on the part of the plaintiff, because the question from beginning to end was whether or not the firm was bound by the transaction of J. M. Wike. The question here was, what was the authority of J. M. Wike? If he had authority there was an end of the matter; if not, then the decision must be the other way. Apart from the question of surprise, the motion was made under the 71st section of the Act, which gave him (the Judge) power to "renew, rescind, or vary" any order previously made. Upon what principle was that section to be worked out? The power which it gave must be cautiously exercised. This was not a case in which there had been a failure of justice through inadvertence; it was substantially an application for a new trial upon new facts. If he were to grant such an application, where would the matter end? Within what limits was that kind of discretion to be exercised? How long after a case had been decided were parties to be allowed to come forward and say, "Oh, since the case was decided we have discovered new facts; we are prepared to lay an entirely new case before the court, and we desire it to be re-opened?" That was a practice which he, for one, would never be a party to. As this was a matter in the discretion of the court, he was bound to say that, there being no justification for this motion on the ground of surprise, he did not think it was a case in which, having reference to all the circumstances, he should be justified in granting a re-hearing. The motion must therefore be dismissed.

LEGAL NEWS.

BARRISTERS *v.* THE INNS OF COURT.

A CASE of *Neate* v. *Denman* was decided by Vice-Chancellor Hall on the 26th ult., which is of the utmost importance to barristers as upholding the absolute and arbitrary jurisdiction of the Inns of Court over persons who become members of the societies. We take the following report from the *Times*:—

The plaintiff in this case was Charles Neate, Fellow of Oriel College, Oxford, and a barrister-at-law of Lincoln's Inn. The defendants were the Hon. Richard Denman and the Hon. George Denman, the executors of the late Lord Denman, and the Right Hon. Sir William Milbourne James, the Treasurer of the Society of Lincoln's Inn. The cause came on to be heard upon a demurrer to the plaintiff's bill for want of equity. The facts of the case were these:—The plaintiff, in 1832, being a member of Lincoln's Inn, was then called by that society to the decree of utter barrister. He signed the usual bond, with a surety to secure the payment of his dues to the society. The condition of the bond was this:—

"That if the plaintiff should, from time to time, and at all times thereafter during his life, or so long as he should continue a member of the Society of Lincoln's Inn, duly and orderly perform, pay, and discharge all such debts, duties, and charges, sum and sums of money as should grow due and chargeable upon him for pensions, preacher duties, commons, taxes, fines, penalties, amerciaments, and all other duties whatsoever thereafter to be due or imposed upon him by virtue of any order or orders of the said society theretofore made, or at any time or times thereafter to be made, or by virtue of or according to the usage and custom of the said society, then this obligation to be void, or else to remain in full force and virtue."

In the year 1845 the plaintiff withdrew from practice at the bar, but from the time of his being called to the bar up to the year 1862 he continued from time to time to pay the whole of the amount claimed from him by the society, as due up to the last-mentioned year, in respect of any of the items mentioned in the bond, and such payments amounted to upwards of £60. In the year 1869 the plaintiff wrote to the society expressing his wish or intention to withdraw from it, and received in reply the following form of petition to the society, to be presented by him to the Master of the Bench:

"That your petitioner is desirous that his name may be taken off the books of this society, as he is not now practising at the Bar, and it is his intention not to practise as a barrister in future either in this country or in any of the colonies. Your petitioner therefore prays your Worship will be pleased to take his name off the books of the society, and order the bond to be cancelled on payment of all his arrears of dues and duties to the treasurer and the fine on leaving, within one month from the date of the order made hereon."

Since the time when this petition was sent to him, the terms thereof, as now required to be signed by members of the society desirous of withdrawing therefrom, have been altered by the addition of the word "India" after "colonies," and by the substitution of the word "composition" for the word "fine," by which latter alteration, as the plaintiff believed, the Masters of the Bench of the society meant to assert more plainly the right of retaining, if they think fit, upon their books for the term of his life, the name of any one who might have been called to the Bar by the society. The plaintiff signed the above petition, and shortly afterwards he received the following order, dated the 15th Dec. 1869:

"Upon the petition of Charles Neate, a barrister of this society, praying that his name may be taken off the books, as he is not now practising at the Bar, and it is his intention not to practise as a barrister in future either in this country or in any of the colonies, it is ordered accordingly, and that his bond be cancelled on paying all his arrears of dues and duties and the customary fine to the treasurer of this society within one month from the date hereof, or this order to be void."

The plaintiff did not, in fact, pay the amount of dues then owing by him to the society within the month allowed by the order, and so lost the benefit thereof, and he continued to be, and was now, a member of the society. The plaintiff stated by his bill that he was now indebted to the society in the sum of £23 11s. for dues and charges. In July 1873 the defendants, the Hon. R. Denman and the Hon. G. Denman, as executors of the late Lord Denman (the surviving obligee of the bond), sued the plaintiff at law for the amount. They did so, as the plaintiff alleged, by the direction of Lord Justice James, as treasurer of the society. The plaintiff offered to pay the £23 11s., but, wishing to cease to be a member of the society, desired at the same time to have the bond delivered up to him. The society, however, declined to release him till he had signed a declaration of intention according to the "altered" form of petition already referred to. The bill then stated that the plaintiff refused to make any such declaration of intention as that which was required of him by the terms of the altered petition, because it would be a restraint upon his using any right that he might otherwise have by law of practising as a barrister without being a member of Lincoln's Inn or of some other similar society, and because such declaration was evidently intended to assert for the Inn, or the Masters of the Bench of it, the right of imposing such restrictions; that the making of such declarations a condition of withdrawal from the Inn was contrary to public policy, and, therefore, illegal, as restricting the plaintiff or any person making the same from practising in any part of the United Kingdom; that such condition was, further, contrary to public policy as interfering with the right which our colonies or some of them had or claimed to have of regulating the practice of their own courts; that the Society of Lincoln's-inn was and claimed to be a private association, and, as such, claimed to exercise the uncontrolled right of admitting whom it pleased to be members thereof, and administering or allowing the Masters of the Bench to administer, without publicity or accountability to any but themselves, the funds and property belonging to or held in trust for the society; that the society had at different times repudiated and successfully resisted the right of the Court of Queen's Bench to interfere with their proceedings by the process of *mandamus*, which right the Court of Queen's Bench would undoubtedly have if the society were a body corporate or politic, or otherwise claiming to exercise or to possess any public function or character; that, even supposing that such monopoly of conferring the right of admission to the Bar might in some other form be useful and desirable, it was, nevertheless, contrary to public policy that such a monopoly should be enjoyed and made a source of revenue by a private and irresponsible association; that such monopoly was in fact a source of revenue or pecuniary advantage to the society, and more especially to the Masters of the Bench of it; that no grant of such monopoly or of any share therein was ever in fact made by any charter or letters patent to the society; and that, even supposing

(which the plaintiff did not admit) that any such monopoly could be legally claimed on the ground of prescription by a body corporate or politic, the society, not having that character, and not being or having been otherwise capable of receiving a grant in its collective capacity, was not capable of making a title to it by prescription; that for the reasons so stated the plaintiff was entitled to be discharged from his liability under the bond, and to have the same delivered up to him or cancelled on paying to the defendants or to the society the dues incurred by him up to the present time, which the plaintiff had already offered and thereby again offered to do on delivery or cancelling of the bond, and that he was further willing and thereby offered to pay all costs hitherto incurred by the defendants, the Hon. Richard Denman and the Hon. George Denman, in the action at law; but that as to the composition required of him, in addition to the dues, the plaintiff desired to be informed of the amount of such claim and the grounds thereof. The bill then, as originally framed, prayed a decree that the defendants might make a full and true discovery and disclosure of and concerning all and singular the transactions and matters in the bill mentioned, and that in the meantime the defendants (the plaintiffs in the action at law), might be restrained by injunction from proceeding in the action at law commenced by them against the plaintiff in this suit, and from commencing or prosecuting any other action or proceedings at law against the plaintiff in respect of or concerning the matters aforesaid, or any of them, and that the defendants, or such one or two of them as had the custody or disposal of the bond and petition, or either of them, might, on payment by the plaintiff of the dues and costs and also of the composition, if properly chargeable upon him, to the person or persons entitled to receive the same, deliver up the bond and petition to the plaintiff. The bill (as amended during the hearing at the bar) then prayed for a declaration that the plaintiff was entitled to retire from the Society of Lincoln's Inn without giving any undertaking not to practise as a barrister, and without being subject to any condition against his practising as a barrister, and without being liable to the payment of any fine or composition on his retiring from the society.

Dickinson, Q.C., and *Pemberton*, for the defendants, supported the demurrer, and contended that there was no equity whatever in the plaintiff's case. They said, *inter alia*, that what he really sought to obtain by his bill was the power of practising, if he chose to do so, as a barrister, without being also the member of an Inn of Court. But both law and custom were alike opposed to that. To be a barrister, a man must first become a member of an Inn of Court. The benchers of his inn, in due course called him to the Bar. The publication of the call to the Bar was by the benchers of the society, who had, as benchers, no authority in court. The call was not to the bar of this or any other court, but only to the Bar of the particular society. That was a consequence of the moots or exercises which, in ancient times, were required from those who desired to attain the degree of a barrister-at-law. If a man ceased to be a member of any of the inns of court, he lost his right to practise as a barrister in the ordinary sense of the term. The inns of court were private bodies. Their origin was, perhaps, obscure; but from time immemorial they had the power of admitting members or rejecting applicants for admission to their own societies. They alone had the privilege of calling their own members to the Bar; and in all matters of internal regulation and management of their property and otherwise, the only forum of appeal for the societies or their members, if aggrieved or at variance *inter se*, was to the judges of the Superior Courts of England, as visitors of the societies. There had, indeed, been some cases at common law in which the jurisdiction of the inns of court over their members had come under discussion with respect to the issuing of a writ of *mandamus*, such as *Cunningham* v. *Wegg* (2 Brown's Ch. Cas. 241); *Reg* v. *Gray's Inn* (1 Douglas, 353); *Reg.* v. *Barnard's Inn* (5 Ad. & Ell. 17); *Reg.* v. *Lincoln's Inn* (4 Barn. & Cres. 858). But there never had been any instance of the interference of a court of equity with the private and internal affairs of an Inn of Court. The plaintiff's position then was, in equity, this: He had voluntarily joined a voluntary society, governed by rules of its own, to which he, as a member, had assented, and he had given that society his bond, conditioned for the payment of certain money, which by his bill he admitted he owed, and for which he had been sued at law, and yet he sought to be discharged from such liabilities. No doubt he had ceased to practise, but he could not say he had not derived some benefit from his having been a member of the society. In conclusion, there was not any ground for his bill. He had not made out a case, either of trust or of contract, of fraud, mistake, or account. There was absolutely nothing to justify the interference of this court, as he proposed; and if the court did grant him the relief he sought, it would not only be utterly without precedent, but would operate as a revolution of the society which there was nothing to palliate or excuse.

Neate, who appeared in his robes.—The points which he intended to raise were these: That there was a monopoly now enjoyed by the Inns of Court, which depended entirely on the allowance of the judges; that it was in the power of the judges to admit other persons than members of an inn of court to practise as barristers—for instance, those who had taken a degree in laws at the Univerities; that the judges possessed that power under delegation from the Crown, as appeared from Dugdale's "Origines Juridiciales"; that the paper which the society required him to sign on leaving it was intended to restrain him from using the liberty which might be given by any alteration in the rules to be made by the judges, and was therefore contrary to public policy.

The VICE-CHANCELLOR, having heard the plaintiff state a *résumé* of the arguments he proposed to offer in support of his bill, said that if the defendants' view was correct—viz., that this court had jurisdiction to entertain the suit—it would not only be waste of time, but improper to discuss, as he otherwise must do, the characters, constitutions, and powers of Lincoln's and other similar societies. He wished the plaintiff, therefore, to confine his arguments to the preliminary question of jurisdiction.

Neate upon that contended that the right of every man now to enter into the service of the public in any way he chose was much more fully recognised than it was formerly. The case of the profession of a barrister was analogous. It was perfectly idle, therefore, to regard our Inns of Court as mere private bodies, and as wholly and solely governed by what was called a domestic jurisdiction. The Inns of Court were really public bodies. Each was a corporation "*de son tort*," if he might so say. The defendants spoke of an appeal to the Judges, but was there ever any case heard of—certainly none like the present—in which they had acted, or would be disposed to act, in the manner now suggested? He then commented briefly on some of the authorities cited on the other side. After a few observations on the pleadings, and remarking that a Master of Arts of either University might be, and was a M.A., without being a member of the University, concluded by submitting that he was entitled to the relief he prayed by his bill, and that the demurrer to it ought to be overruled.

The VICE-CHANCELLOR said.—It appears to me that I have no jurisdiction to try the question raised in this case. Mr. Neate, no doubt, is well aware of the difficulties which may arise between a member of an Inn of Court and the Inn itself with reference to the management of its property, because he has commented on the case of *Cunningham* v. *Wegg* (*ante*). He says that decision cannot be maintained. But sitting here as a Judge of First Instance, I could not do otherwise than follow it. However, I will express no opinion on that case; for my judgment in the present one does not depend on that case. The jurisdiction of this court, as well as that of a court of law, may in certain cases, and, indeed, must in some, be found to exist in respect of the management of property, even although in such instances an Inn of Court may be parties to the litigation. However, a case of property, in the strict sense of the term, is one with which I am not dealing on the present occasion. If it it were such a case, I should be found to follow *Cunningham* v. *Wegg* (*ante*). This is a case in which the question is between the plaintiff and the defendants, the latter of whom may, for the purposes of this suit, be considered as representing the Society of Lincoln's-inn. The question is simply and solely as to the position and rights of the plaintiff as a member of the society. He voluntarily became a member of it, and gave it a bond to pay certain dues during the whole of the time that he should be and until he ceased to continue a member of it. The condition of the bond contains no stipulations as to the mode or circumstances by or under which he should cease to be a member of the society. That was left to the internal regulations of the society itself, of which he had become, and still is, a member. Therefore, in that state of things, the right to retire from the society which the plaintiff claims is entirely a question between him and the society. He says he has a right to retire. He does not say he has already retired and is not now a member, because if he had said that it would have been a defence to the action at law. He says he made a proposal to the society to be allowed to retire from being a member of it, but that they refused to permit him to do so except on terms with which he says he is not bound to comply. That is a question entirely for the peculiar jurisdiction which has been referred to in the arguments, and which has always been recognised—namely, that of the Judges of the Superior Courts of England. They have the power of deciding such questions as the present. If the plaintiff had no remedy by an appeal to the Judges, he might, and probably would have, a right to apply to the Court of Queen's Bench for a *mandamus*. That, however, would be by reason of the fact that he had no other remedy. No case had been referred to in which the courts of equity have interfered between the Benchers of an inn of court and a member of the same society to restrain an action at law under such circumstances as the present. I consider that the judgments in the cases of *Reg.* v. *The Benchers of Lincoln's Inn* (*ante*), and *Reg.* v. *Gray's Inn* (*ante*), although judgments of common law courts are binding on me and prevent my entertaining any jurisdiction in this case. If there were no appeal to the Judges, there might be a right to a *mandamus*. I think I have no power to deal with this case, and that the bill in it is not well-founded. It was said, however, that the claim to have the bond delivered up would of itself confer an equity on the plaintiff. With reference to that, the rule of this court is, as Mr. Neate knows, that the court will not interfere if the invalidity of the instrument appears on the face of it. A document is, on the face of it, either legal or it is not. If it is illegal, it is inoperative, and there is, therefore, a valid defence at law with respect to it. If, on the other hand, it is legal, but the circumstances are such that the party cannot avail himself of them at law, then, if the case be as this is, one between a society and a member of it, with a proper forum to which to appeal—viz., the Judges—this court ought not to interfere; and this court will not be induced to do so merely because the bill seeks the delivery up of the document. I may observe that it is not in every case that this court does interfere when it can. Its jurisdiction as to the delivery up and cancellation of documents is peculiar. It usually interferes in the instances of bills of exchange and promissory notes, because they may be negotiable; but the considerations applicable to these cases do not affect that of a bond. I have recently had to consider that in a case of *Binns* v. *Fisher* (17th Dec. 1873), in which I held that the plaintiffs had not sufficient equity to entitle them to have their bond delivered up to them. On the whole of this case, I am of opinion that the plaintiff has failed in establishing his right to the relief which he seeks. I have not made any observation on Mr. Neate's offer to pay the £23 11s., and his admission that he might have had, as he no doubt has had, some benefit from being a member of this society, such as the use of its library, and so forth. He does not rest his case on that; and, if he had done so, I think it would not have assisted him. Perhaps I should say that any relief he may seek with respect to future actions against him he may embody in his appeal to the judges. His case here really seems to me to be found in the amendment which was proposed to his bill—namely, the declaration that he is entitled to retire from the Society of Lincoln's-inn without giving any undertaking not to practise as a barrister, and without being subject to any condition against his practising as one, and without being liable to the payment of any fine or composition on his retiring from the society. In conclusion, I must hold that the demurrer must be allowed.

THE LORD CHIEF JUSTICE OF ENGLAND ON THE DUTIES OF A JUDGE.

IN the course of his peroration in summing up the *Tichborne* case Sir A. Cockburn said—We must remember that while it is the business of judicial action to protect innocence, so, on the other hand, it is the duty of the judge to take care that the guilty do not escape. In the conviction of the innocent and also in the escape of the guilty lies, as the old saying says, the condemnation of the judge. It is the condemnation of the judges of the fact as well as of the judge who presides at the trial. You must take care that the innocent does not suffer, but you owe it to society that if guilt is brought home to the accused that guilt shall carry with it the consequences of the verdict. You have been asked, gentleman, to give the defendant the benefit of any doubts you may entertain. Most assuredly it is your duty to do so. It is the business of the prosecution to bring home guilt to the accused to the satisfaction of the jury. But the doubt of which the accused is entitled to the benefit must be the doubt that a rational, that a sensible man may fairly entertain, not the doubt of a vacillating mind that has not the moral courage to decide, but shelters itself in a vain and idle scepticism. It is not a doubt of that kind; it must be a doubt which honest and conscientious men can entertain. But, gentlemen, you have been addressed in language the like of which has never before been heard within these walls. You have been exhorted, if there should be one man who might entertain any different opinion from the rest of his brother jurymen, that he

should obstinately stick to it without seeking to reconcile it with the opinion of the rest of the body. I never heard that language addressed to a jury before, and therefore I am obliged to express my judicial sense of such an argument, not that I believe there is the slightest necessity for warning you against the doctrine, which might lead to mischievous consequences if it were to be entertained. But as the doctrine has been propounded, I must make an observation or two upon it. I should be the last man to suggest to any individual member of the jury that if he entertains conscientious, fixed convictions, although he may stand alone against his eleven fellow jurors, he should give up the profound and unaltered conviction of his own mind. The law requires the unanimous verdict of twelve men before a verdict of either "Guilty" or "Not guilty" can be finally pronounced, and I say that if a man is satisfied on the evidence, after having given to the case every attention in his power, that he cannot find a verdict with the rest of his fellow-jurymen, it is right that he should stand by his conviction. But then we must recollect that he has a duty to perform and that it is this. He is bound to give the case every possible consideration before he finally determines upon the course he will pursue, and if a man finds himself differing from the rest of his fellows with whom he is associated in the great and solemn function of the administration of justice as jurymen, he should start with the fair presumption that the one individual is more likely to be wrong than the eleven from whom he differs. He should bear in mind that the great purpose of trial by jury is to obtain unanimity and to put an end to further litigation; he should address himself in all humility and all diffidence in his own judgment to the task he has to perform, and carefully consider all the reasons and arguments which the rest of the body are able to put forward for the judgment they are ready to pronounce, and he should let no self-conceit, no notion of being superior to the rest in intelligence, no vain presumption of superiority on his part, stand in the way. What I am anxious to impress on you, and not on you only, is that the one or two who may stand alone against their fellows are bound to do their best to satisfy their minds that sound sense and judgment are not with the majority instead of with the few. That this is the duty which the juryman owes to the administration of justice and the opinion of his fellows, and therefore I must protest against the attempt to encourage a single juryman, or one or two among a body of twelve, to stand out resolutely, positively, and with fixed determination and purpose, against the judgment and opinion of the majority. If such rules as were laid down by the learned counsel for the defendant were adopted and acted upon, and great trials rendered abortive by no verdicts being pronounced, and the recommencement of long protracted litigation would be necessarily occasioned, it would make trial by jury not the blessing that it is—the great and noble institution that it is, but a curse in the administration of justice, and lead by legislation to a modification in our existing course of procedure—a modification which I for one do not desire to see introduced. I have long thought that a jury, assisted by a judge, is a far better tribunal for the elucidation and establishment of truth than a judge unassisted by a jury would be. But I am perfectly satisfied that it is the business of the judge to assist the jury in the way I have sought to assist you, by placing the whole case before you, by pointing out all the facts and the inferences which appear to me to arise from those facts. I trust you will be able, whichever way your verdict goes, to pronounce an unanimous verdict, and to put an end to this litigation, so as not to create in the popular mind the intense dissatisfaction which would arise from this trial being rendered abortive by the dissensions of the jury, which might lead to the introduction of a change in our system which then, I think, would be loudly called for, a change which I for one would deprecate and deplore, although its necessity would perhaps be undoubted, and the change would be one which everybody would approve. So much for that matter. But I have also heard other language addressed to you, such as I never heard before in a court of justice, and which I hope and trust I shall never hear again. You have been invited to pronounce your judgment not simply with reference to your own convictions, but with a view to promised "ovations" at the hands of your fellow countrymen. I am sure there is not one of you, however much you may desire that public opinion should go along with you and should ratify your verdict, however much you may desire that that which you do should find favour in the sight of your fellow countrymen, I am sure there is not one of you who would not consider it an insult to be asked to sacrifice his own sense of duty and of right for the sake of popular applause, or the idle gratification resulting from what is called "the ovation" of your countrymen. There is but one course to follow in the discharge of great public duties. No man should be insensible to public opinion who has to discharge a public trust. No man should be insensible to the value of the good opinion, if you like, the applause of your fellow countrymen. But there is a consideration far higher than that. It is the satisfaction of your own internal sense of duty, the satisfaction of your own conscience, the knowledge that you are following the promptings of that still small voice which never, if we listen honestly to its dictates, misleads or deceives—that still small voice whose approval upholds us even though men should condemn us, and whose approval is far more precious than the honour or applause we may derive, no matter from what source—that voice whose approval makes us walk by day serene and makes our pillow smooth by night. Listen to that, gentlemen, listen to that; do right and care not for anything that may be thought, or said, or done without these walls. In this, the sacred temple of justice, such considerations as those to which I have referred ought to have and can have no place. You and I have only one thing to consider, it is the duty we have to discharge before God and man, according to the only manner we should desire to discharge it — honestly, truly, and fearlessly, without regard to any consequences except the desire that this duty should be properly and entirely fulfilled. And, gentlemen, I say it without fear, and I say it not unadvisedly, that we have been threatened. A system of intimidation has been attempted to be brought to bear upon us who are seated here to administer justice. We have been told that if our countrymen do not meet us with sufficient reprobation the history of this cause shall be written in which those who do not take part with the defendant, or who think it necessary in the honest and fearless discharge of their duty to point out things that may make against him, shall be delivered over to the unrestrained licence of unqualified abuse. We are to be handed down to posterity covered with infamy. I have heard language applied to this tribunal which I will undertake to say in the whole annals of the administration of justice in this country no advocate ever before dreamt of addressing to a court. When I say I heard it, I must correct the phrase. I did not hear it. It had been spoken with bated breath, and I must suppose only with the purpose and intention that I should not hear it. If I had heard it, most unquestionably it should not have passed without that punishment which it is competent for this court to inflict, and which should be inflicted upon those who outrage decency, and heap upon it indignity and insult. The learned counsel spoke with bated breath, loud enough for the reporters to catch his words, but not for us. And yet one or two words caught our listening ears, which to me seemed as if some contumely or insult was intended to be conveyed, and I called upon the learned counsel to speak out as a man should speak; but his answer was that his indisposition, brought about by overwork and exertion, prevented him from speaking aloud. Afterwards, however, when he changed his subject, he was loud enough to be heard at the other side of Westminster Hall. I must say that in the way the learned counsel comes forward to insult this court there is cowardice and insult combined. I rejoice to see the Bar of England here, in order that its members may hear the way in which a member of their body addressed the Court of Queen's Bench—I will say the august Court of Queen's Bench. There is abundant opportunity for pointing out any errors into which it may fall, but the Court is not to be insulted and bearded in this manner. "There is no actor in this trial," says the learned counsel, "from the humblest to the most exalted" (we know whom he means), "who may not well look with apprehension and almost with dismay at the position he may occupy before his countrymen and the world for all future ages. I should be sorry to think that there is any person connected with this great controversy who does not look with a species of pride in maintaining an honest fame before the world and posterity. I should be sorry to think that there was one of us who was dead to the future—who did not sometimes ask himself, with the utmost feeling of solemnity, 'How shall I also appear in the historical reminiscences of this great trial?' For my own part, from the first moment that I became connected with it I knew that it was one which must cover the names of all prominently engaged in it, in future ages, either with infamy or with honour, and I on a former occasion took the liberty of calling your attention to the blazon of glory which still surrounds the names (this is intended for you, gentlemen), and which will for ever surround the names, of all those noble jurymen who were connected, in a former age, with the great Annesley trial, and I am anxious that a similar illumination of splendour should surround not your names only, but the names of others also, in the eyes of those persons who will read this trial during all ages, because never was there a trial in England, I believe, since that memorable trial of Charles I. which has excited more the attention of Englishmen and the world than this. Many things have passed in the course of this trial which I would give a portion of my heart's blood had not passed. Many things have occurred in the course of this trial which in my judgment will for ever blur and sully the name of certain individuals—individuals with whose name and glory many of us were concerned, individuals whose name and glory are part—" Here I said, "Will you speak a little louder?" and the learned counsel said, "I will speak as loud as I can." It would be idle to affect or pretend not to know to whom these observations connected with the alternative of infamy or honour were addressed. Whose names are to be "blurred and sullied" for the future? Is that the way in which counsel is to speak of the judges of the tribunal before whom he is pleading? I am sure that there must come but one response from the body that I see before me. (Applause from the Bar, which was immediately checked.) Gentlemen, the history of this cause may be written by whom it may; I care not. I am conscious of having done my duty in it, and I can only say—

> There is no terror in your threats,
> For I am armed so strong in honesty
> That they pass by me like an idle wind
> Which I regard not.

But the history of this cause may be written hereafter by a pen steeped in gall and venom—a pen that may not scruple to lampoon the living or revile and calumniate the dead; I have no fears, the facts will speak for themselves. I have administered justice here now for many years. I cannot hope that my memory, like that of the great and illustrious men who have gone before me, will live unto after ages; but I do hope it will live in the remembrance—may I venture to say in the affectionate remembrance—of the generation before whom and with whom I have administered justice; and if my name shall be traduced, if my conduct shall be reviled, if my integrity shall be questioned, I leave the protection of my memory to the Bar of England (applause, which was again immediately suppressed), my relations with whom have never until this trial been in the slightest degree other than the most pleasant, and whose support has been, I may say, the happiness of my judicial life. Gentlemen, I have done; I have discharged my duty to the best of my ability. It only remains that you shall do yours, and I am sure that the verdict you will pronounce will be received on all hands, except by fanatics and fools, as the judgment of twelve men who have brought to the consideration of this great cause the most vigilant attention, the most marked and, I may say, remarkable intelligence, and the most sincere desire to discharge their duty before God and man according to what they believe in their hearts and souls to be the truth and justice of the case.

Mr. Justice MELLOR also said: I am proud to say that throughout the whole of this trial there has never been a difference of opinion between us on a single point. I adopt the directions of my Lord Chief Justice fully, and I consider myself as responsible for them as if I had uttered them myself, entirely agreeing with him, as I do, in his views of the evidence, and also in his remarks on the highly censurable conduct of the leading counsel for the defence. I cannot but think that if a like spirit were manifested by the Bar, if advocates were at liberty to treat as enemies all those who were on the other side, to brand them as perjurers and conspirators, and to use denunciation and slander as a weapon, the so-called independence of the Bar would become a public nuisance. I am sure I know the feeling of the Bar of England too well to think for a moment that they would wish to use any such weapon, or that they would accept the challenge which the learned counsel has chosen to throw out. The views of the Lord Chief Justice are the views of us all, and I emphatically say I entirely concur with what he has laid down as the duty of a judge. Some people seem to think that the more cogent the facts the more the judge ought to try to neutralize them. I cannot concur in such an opinion; the duty of the judge is to assist the jury in the discovery of truth, whether the truth make for one side or the other.

THE NEW ASSISTANT JUDGE OF THE MIDDLESEX SESSIONS.

Thursday, March 5.

THIS morning Mr. Edlin, Q.C., of the Western Circuit, who has been appointed Assistant Judge of the Middlesex Sessions, in succession to Sir William Bodkin, was sworn in. Mr. Edlin only received his appointment at a late hour last night, consequently very few of the magistrates were present, and a long delay occurred before a sufficient number could be got together to form a quorum. The Bar was represented by Mr. Brindley, Mr. Warner Sleigh, and Mr. Sims. Mr.

Edlin was first sworn in as a justice of the peace, and having retired, he returned into court robed, and was then sworn in as the Assistant Judge.

Mr. Pownall said he could not permit the opportunity to pass of his Lordship taking the chair of the court as Assistant Judge without expressing the extreme sorrow he felt with regard to Sir W. Bodkin, whose ill-health had compelled him to resign. He was speaking the sentiments, not only of every magistrate on that bench, but of every member of the Bar, and of all who had been in attendance at that court, that Sir William Bodkin was, by his integrity, by his great ability, and by his great knowledge pre-eminently qualified for the office which he held. The high standing in his profession which he (Mr. Edlin) held fully justified the choice made, and on behalf of the Bench he assured him that he would be received with kindness, cordiality, and friendship. He sincerely trusted that he would long be spared to adorn the Bench, and that he might long enjoy tranquillity of mind to go through his laborious duties.

Mr. Brindley, as the senior member of the Bar present, congratulated his Lordship on his appointment to a position for which his high standing in his Profession eminently qualified him, and assured him that the Bar would always extend that courtesy and consideration which he was sure the Bar would receive from his Lordship.

Mr. Warner Sleigh, on behalf of the Bar, paid a high compliment to Sir William Bodkin, whose resignation had been received with great regret by the whole Bar. He assured Mr. Serjeant Cox that the Bar appreciated the uniform kindness and courtesy which had always been characteristic of him, and that in leaving he took with him the entire unanimous goodwill of the whole Bar.

His Lordship returned his sincerest thanks for the kind and cordial welcome which had been accorded to him by the Bench and the Bar on his taking his seat as Assistant-Judge of these Sessions. It was to him a source of great satisfaction to know that he would be assisted in the discharge of his duties by a body of gentlemen, learned, and very much experienced in the conduct of the business of the court. With regard to his friend Mr. Serjeant Cox, he had known him for a period of twenty-five years, and from the first day to this, they had been on terms of complete confidence, and not one word had ever passed between them which could not be regarded with satisfaction to both.

Mr. Serjeant Cox said that he left the court with considerable feelings of disappointment. He had certainly hoped that long services would have led to his appointment to the office, the duties of which he had so long discharged. Her Majesty's late Ministers had, however, thought differently, and he bowed to their decision. The learned gentleman then congratulated Mr. Edlin on his appointment, and said that no better man could have been found for the post.

The Assistant Judge then proceeded with the business of the court.

DR. KENEALY.—The *Pall Pall Gazette* writes:—Not presuming to paint the lily or adorn the rose, we would direct attention to one particular point in connection with the trial which ought not to be allowed to drop. We refer to the charges made by the Lord Chief Justice against the defendant's counsel. Dr. Kenealy has not only been rebuked by the Bench with a degree of severity with which in all probability no counsel ever was rebuked before; but he has been specifically charged with the gravest professional misconduct of which a barrister can be guilty. The Lord Chief Justice says, in a great variety of different ways, that he has scattered foul accusations against all manner of persons without the smallest excuse or ground for it. Now this is surely not an accusation which ought to be made against a Queen's Counsel by the Lord Chief Justice of England without leading to something further. It is not decent that a man who occupies a conspicuous public position and discharges important public functions in respect of it, should have such imputations publicly thrown upon him and that nothing whatever should come of it. If what the judges have publicly said of Dr. Kenealy is true, he ought to be disbarred. If it is not true, he ought to be publicly relieved of the imputations made against him. The state of things is very much as if an officer in the army were publicly charged by the Commander-in Chief with gross misconduct in the field. Such a charge ought to be publicly investigated and adjudicated upon. We have heard a great deal lately about legal education and the Inns of Court, and, oddly enough, a case was decided within the last day or two as to the right of a barrister to withdraw from his inn without forfeiting his right to practise. If there ever was a case in which the particular Inn of Court, of which Dr. Kenealy is a member, ought to feel itself bound to act, it is the present case. One of its leading members stands publicly charged with a number of odious and gratuitous slanders upon the characters of a great variety of persons in the course of the discharge of his professional duties. If they have nothing at all to say on the subject, the public will be apt to think that their existence and their powers are an anomaly which ought at once to be superseded by something more effective. The case is not one in which any elaborate inquiry into matters of fact is necessary. Shorthand writers' reports of what Dr. Kenealy said are easily accessible, and the only questions, as it appears to us, which require to be settled are these two; first, were the charges which he made made under circumstances which justified him in making them?—were they, that is, made under instructions as to their truth, to which he was bound to pay attention, or under circumstances which formed in themselves a reasonable ground for supposing them to be true? Secondly, if this is not the case, is a man who makes such charges at random a fit person to practise the profession of a barrister? After what has been said upon the subject, it is due to Dr. Kenealy himself, and it is also due to the public at large, that these questions should be investigated by a tribunal competent to adjudicate upon them. The liberty of the Bar in the matter of bringing charges against persons who are connected with proceedings in which they are engaged is no doubt a matter of great public importance; but like every other sort of liberty it must be subject to some limitations, or it leaves no liberty for anyone else. Such language as the following on the part of the highest of the common law judges ought not to be allowed to pass unnoticed. It ought in common decency to lead to further investigation: "There never was in the history of jurisprudence a case in which such an amount of imputation and invective has been heard before, and I sincerely hope there never will be another. Although the prosecution has been instituted by her Majesty's Government, and carried on on behalf of the Crown, you have been told that every one connected with it, from the highest to the lowest—counsel, solicitors, clerks, detectives, everybody—is engaged in a foul conspiracy, has resorted to the most abominable means in order to corrupt witnesses." "One man is called a villain against whom there is no more reason for bringing such a charge than against any one of us. The authorities of Stonyhurst are accused upon no ground of any sort or kind not only with not teaching morality to their students, but with the design of corrupting their minds, . . . and all this with no more foundation than if the imputations had been brought against the authorities of Eton, Westminster, or any other of our great public schools. The dead are served in the same way. . . . Captain Birkett, who has gone to his account, who went down in the *Bella*, is actually charged with having scuttled the ship in which he unfortunately perished. Who could conceive it possible that such vile and slanderous imputations could have been brought forward in a court of justice?" That "vile and slanderous imputations" should be brought forward in a court of justice on an occasion to which so much public attention was directed is bad enough, if the fact be so; but it will be almost a greater scandal to the Bar of England if so tremendous a charge, judicially made against a conspicuous member, should be allowed to remain uninvestigated because it is nobody's business to consider the subject.

TICHBORNIA.—The removal of all the books, papers, family photographs, oil paintings, maps of different parts of the gobe, a model of the *Bella*, stupendous briefs, and all other legal paraphernalia of the prosecution from the large office at Westminster occupied by the solicitors to the Treasury during the late trial has just been completed. The most interesting of the *débris* was a huge album, containing life-like portraits of the Dormer, Arundell, Radcliffe, Lushington, Seymour, Tichborne, and Orton families, which are so arranged as to show at a glance contrasts in the *status* and physiognomy of the former ancient line and the Ortons with their pedigrees. This album will now be deposited in the archives of the trial.

An authentic representation of the Tichborne trial is now in the course of execution in the Court of Queen's Bench. The selection of the characters in the picture has been made, we are happy to say, with great judiciousness, and from a professional point of view the artist, Mr. R. Lincoln Alldridge, who is well known at the Royal Academy for felicitious portrait painting, has exercised a praiseworthy determination that his picture shall not offend the punctilious etiquette of the Bar, and shall embrace the portraits of none but those who will be historically connected with the trial. The portrait of Mellor, J., is remarkably faithful, and has received the approval of the learned judge. Both Mr. Hawkins and Mr. Serjeant Parry are happily delineated, and the characteristic expression of the former learned gentleman in the course of cross-examination is very happily caught. It only remains to be said that as the portraits in the picture are taken with the consent of, and at private sittings given by those represented, and with a scrupulous regard to the etiquette which a picture may so easily infringe, an engraving of the picture will present an authentic and *quasi*-authoritative representation of a great legal event which might well form an addition to the limited number of sober ornaments which legal fastidiousness prescribes as fit for lawyers' offices.

NEW COUNTY COURT JUDGE.—The Lord Chancellor has appointed Mr. Francis A. Bedwell, of the Equity Bar, to the County Court Judgeship of the East Yorkshire Division, vacant by the resignation of Mr. Chapman Barber. Mr. Bedwell was called to the Bar in 1855.

DEATH OF A COUNTY COURT JUDGE.—The judgeship of the County Court Circuit No. 49 is vacant by the death of Mr. William Carmalt Scott, which occurred on Tuesday, at his residence, Eccleston-square. Mr. Scott was called to the Bar in 1848, at the Middle Temple. In 1858 he was selected for the important office of principal secretary to the Lord Chancellor (Lord Chelmsford), which he held until June 1859, and again occupied the same post from July to September, 1866. In July 1865, Mr. Scott was appointed Gentleman of the Chamber to Lord Cranworth, and held that office up to July 1866. Three months after he was appointed judge of the County Court Circuit No. 53 (the Cheltenham and Gloucester district), but within a month he was transferred to Circuit 49, which includes Ashford, Canterbury, Deal, Dover, Faversham, Folkestone, Hythe, Margate, Ramsgate, Romney, Sandwich, Sittingbourne, Tenterden, and Cranbrook.

CITY POLICE COURTS.—There appears to be some prospect of a considerable alteration in the police court arrangements of the city. A proposition is in course of consideration to abolish the Mansion House as a police court, and to transfer the business at present transacted there to the Guildhall. The centralization under one roof of the whole criminal business of the city would be a great improvement upon the present divided system, but in order to render such a reform possible it would be necessary to build a new court, that at Guildhall being utterly inadequate in point of accommodation. Indeed, it is asserted that even one new court, however commodious, would not be sufficient for the purpose; but if it be possible to conduct the business of the city at present with two courts, at one of which the aldermen sit only three hours daily, and the other of which is only open from twelve to two, there can be little doubt that one court sitting the whole day, as is the case in other metropolitan districts, could encompass the work. The advantages claimed for the new plan are—first, a saving of expenses to the corporation of about £3000 a year; second, the fact that the Mansion House would then be solely the private residence of the Lord Mayor, while much more space would be available for grand receptions, banquets, and balls. To all persons connected with police court business in the city, the erection of a new and commodious court would be a great boon, and it is to be hoped that the proposed plan will, if found practicable, not occupy quite so long a time in execution as the Palace of Justice only just commenced west of Temple Bar.—*Observer*.

SOLICITORS AND ATTORNEYS.—At the final examination at the Incorporated Law Society 1873, the following special prizes have been awarded: Timpron Martin Prize for candidates from Liverpool.—Mr. George Barrow Cummins having passed the best examination in the year 1873, and having attained honorary distinction, the Council have awarded to him the prize, consisting of a gold medal, founded by Mr. Timpron Martin, of Liverpool. Mr. Cummins served his clerkship with Messrs. Hore and Monkhouse, of Liverpool, and Messrs. Milne, Riddle, and Mellor, of London, and obtained a prize in Michaelmas Term 1873. Atkinson Prize for candidates from Liverpool or Preston.—Mr. George Hime having, from among the candidates from Liverpool or Preston, shown himself best acquainted with the Law of Real Property and the Practice of Conveyancing, having otherwise passed a satisfactory examination, and having attained honorary distinction, the Council have awarded to him the prize, consisting of a gold medal, founded by Mr. John Atkinson, of Liverpool. Mr. Hime served his clerkship with Messrs. Anderson, Collins, and Robinson, of Liverpool, and Messrs. T. and T. Martin, of Liverpool, and obtained a prize in Michaelmas Term 1873. Broderip Prize for Real Property and Conveyancing, open to all candidates.—Mr. Henry Nicholas Grenside having among the candidates in the year 1873 shown himself best acquainted with the Law of Real Property and the Practice of Conveyancing, having passed a satisfactory examination, and having attained honorary distinction, the council have awarded him the prize, consisting of a gold medal founded by Mr. Francis Broderip, of Lincoln's-inn. Mr. Grenside served his clerkship with Messrs. Walker and

Langborne, of New Malton, and Mr. Leonard Hopwood Hicks, of London, and obtained a prize in Hilary Term 1873. Scott Scholarship, open to all candidates. — Mr. Edwin Murcott being, in the opinion of the council, the candidate best acquainted with the theory, principles, and practice of law, they have awarded to him the scholarship founded by Mr. John Scott, of Lincoln's-inn-fields, London. Mr. Murcott served his clerkship with Mr. George Cattell Greenway, of Warwick, and Messrs. Robinson and Preston, of London, and obtained a prize in Michaelmas Term 1873. Birmingham Law Society's prize for candidates from Birmingham.—The examiners also reported that among the candidates from Birmingham in the year 1873, Mr. Richard Alfred Pinsent passed the best examination, and was, in the opinion of the examiners, entitled to honorary distinction. Mr. Pinsent served his clerkship with Messrs. James and Oerton, of Birmingham, and Messrs. Church and Clarke, of London, and obtained a prize in Easter Term 1873.

THE DISSOLUTION OF PARLIAMENT.—The dissolution of the recent Parliament is the twentieth of the century, the various periods having been chiefly in June and July. During this century the dissolutions have occurred as follows, viz., on June 29th, 1802; Oct. 24th, 1806; May 27th, 1807; Sept. 29th, 1812; June 10th, 1818; Feb. 29th, 1820; June 2nd, 1826; July 24th, 1830; April 22nd, 1831; Dec. 3rd, 1832; Dec. 30th, 1834; July 17th, 1837; June 23rd, 1841; July 23rd, 1847; July 1st, 1852; March 21st, 1857; April 23rd, 1859; July 6th, 1865; and Nov. 11th, 1868.

THE PATENT OFFICE.—The *Athenæum* is glad to perceive that the state of the Patent Office is attracting public attention. One useful mode of employing some of the annual surplus—£80,000—would be in preparing a general index to the patents. It is alleged that the new annual indexes are a hindrance, instead of a help to investigation; and the partial classified indexes cannot supply the want of a complete index to every patent in the office. The subject has engaged the attention of the Society of Arts recently, and a deputation has attended the Lord Chancellor, urging that some steps should be taken with reference to the Patent Museum, which should not be distinct from the Patent Office.

THE NEW LAW COURTS.—Lord Henry Lennox seems to be fortunate in the beginning of his career, for on Monday the most important step yet taken in connection with the new Law Courts was recorded. This certainly is not much towards completion, but is something as suggestive of more. On Monday Messrs. Bull and Son, of Southampton, the contractors, laid the foundation stone of their own offices, immediately on the completion of which, building operations will be vigorously proceeded with. Their Clerk of the Works estimates that they will hand the building over complete in a little less than seven years.

The following quaint and characteristic production was written by the late Mr. Grocott, a Liverpool solicitor:—

A LAWYER'S WILL.

25th Jan. 1835.

This is my last Will and Testament:
Read it according to my intent.

My gracious God to me hath giv'n
Store of good things that, under heav'n,
Are giv'n to those "that love the Lord,
And hear and do His sacred Word:"
I therefore give to my dear Wife
All my Estates, to keep for life,
Real and Personal, Profits, Rents,
Messuages, Lands, and Tenements;
After her death, I give the whole
Unto my Children, one and all,
To take as "Tenants in Common" do,
Not as "Joint Tenants," "per mie—per tout."
May God Almighty bless His Word
To all my "presents from the Lord,"
May He His blessings on them shed
When down in sleep they lay their head.
I give all my "Trust Estates" in fee
To Charlotte my Wife and Devisee,
To hold to her, on Truste, the same
As I now hold them in my name;
I give her power to convey the fee,
As fully as though 'twere done by me,
And here declare that from all "charges"
My Wife's "Receipts are good *dis*-charges."
And now, my Wife, my hopes I fix
On thee, my sole Executrix—
My truest, best, and to the end
My faithful Partner, "Crown," and Friend.

In Witness whereof, I hereunto
My Hand and Seal have set,
In presence of those who names below
Subscribe and witness it.

J. C. G. (L.S.)

This will was published, sealed, and sign'd,
By the Testator, in his right mind,
In presence of us, who, at his request,
Have written our names these facts to attest.

J. G. D.
J. M.
D. E.

ATTORNEY-GENERAL OF JAMAICA.—The Earl of Carnarvon has nominated Mr. G. H. Barne, of the Western Circuit, to the Attorney-Generalship of Jamaica, vacant by the death of Mr. E. A. C. Schalch.

OFFICIAL LIQUIDATORS.—To-day is the last day for official liquidators to apply at the Rolls for remuneration during the present sittings.

COURT OF CHANCERY.—Lord Cairns has just made an order, countersigned by Sir George Jessel, that forty causes before Vice-Chancellor Hall be transferred to the Master of the Rolls.

JUDGES' CHAMBERS.—Some new regulations are now in force, one of which is that the judges will not take summonses which can be heard by the master unless the same are referred to him. The business will not commence before eleven o'clock, and counsel will be heard at twelve o'clock, and the name of the counsel, when known, is to be given to the opposite side. A new regulation will be enforced by the Lord Chief Justice—that he will not sit on Saturdays while he is the "judge in town."

THE *Standard* says that the Great Seal in Ireland will be placed in commission, it having been deemed best for the public interests that no appointment to the office of Lord Chancellor should be made until the final settlement of the various questions affecting the Supreme Court of Judicature in Ireland.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

FINAL EXAMINATIONS FOR THE YEAR 1873.—SPECIAL PRIZES.

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On report of the Examiners, and by order of the Council,

E. W. WILLIAMSON, Secretary.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.

Re OCCLESTON (29 L. T. Rep. N. S. 785, Chan.).—Judicial endeavours to visit the sins of the parents on the children have been frustrated since 1838 by the Wills Act, which provides that, to save continual re-executions a will shall speak as if signed at time of death, unless a contrary intention appears. Occleston clearly intended his will to speak from his death, and at that time Margaret Occleston was "born" and had acquired the necessary reputation, and did not fall within the alleged rule of law prohibiting provision being made for illegitimate children "to be begotten." If Occleston had signed his will again just before his death no question could have arisen, and the Wills Act in reality did this for him. Although not decided it would appear that children of single women *en ventre sa mere* cannot take except by special description, but the addition of such a provision (without naming the father) for children of whom the female might be pregnant at time of testator's death, would make everything safe.

E. M.

MAKING INFANTS BANKRUPTS.—I perceive that in a leading article in the LAW TIMES the writer expresses an opinion that the decision of Mr. Stonor, in *Re Landon*, that an infant may be made a bankrupt under the present Act of 1869, is opposed to the case of *Maclean* v. *Dummett*, in the Privy Council (22 L. T. Rep. N. S. 710), "and must, therefore, be doubted, if not disputed." On reference to the case in question, I think you will find that this is not so. That case was on a Colonial (Barbadoes) Bankruptcy Act, and referred to traders only; and the decision of the Privy Council was that there was no petitioning creditor's debt, even if the party had been adult, and certainly none as he was an infant. In other words there was no trading and no debt. This was in accordance with the bankruptcy law of England up to 1861. But in the Acts of 1861 and 1869, both traders and non-traders are liable to be made bankrupt, and its having been decided that an infant may be made bankrupt on his own petition (*Re Smedley* and *Re Burser*); and I cannot see any reason why an infant may not be made bankrupt for any lawful debt, as for necessaries, or judgments recovered against him, &c. The only argument I can see against it is that there are no special provisions as to infants in the Act, but I cannot think that this is sufficient to control the clear operation of this Act.

A COUNTY COURT OFFICIAL.

HILARY FINAL EXAMINATION.—Seven weeks have elapsed since last Term's final examination was held, and there are, as yet, no signs of the list of honour men being published. Peradventure, the examiners are a-sleeping? At our Universities the lists of law honours are settled in a week; but there the examiners are men selected because of their capacity to examine.—

LEX.

REJECTED BALLOT PAPERS.—At the last election for my borough, on examining the ballot papers previously to counting the votes, I found one containing a card folded in it, issued by the candidate's agent to the voter, pointing out his number on the register and his polling station. I placed the ballot paper on one side, intending to reject it, but by accident it got mixed with other ballot papers, and I could not identify it. The placing the card in the ballot box, no doubt, was an offence under the sub-sect. 4 of sect. 3 of the Ballot Act, but it would be impossible to discover the offender without opening the packet of used counterfoils. Would the ballot paper have been rightly rejected under the above circumstances? If not, it would lead to bribery to any extent. I think that the above case has not yet come under the notice of your readers.

MAYOR AND RETURNING OFFICER.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTES.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.

Queries.

70. SCHOOL BOARD ACCOUNTS.—I am at a loss to make out from the orders for the school board accounts how the clerk is to show his balances properly, and if any reader who has had experience of school board

accounts can and will enlighten me, I shall be greatly obliged. The clerk is to receive, as far as I can see, no money, and to pay but very little, as the fees are to be paid to the treasurer and the rates and Government grants, and the treasurer is to pay all sums over £5. These sums not passing through the clerk's hands in any way, in what manner is he to take account of them? Is he simply to debit or credit any moneys which he knows have been received or which the board have ordered to be paid? Is there any treatise published on school board accounts? A CLERK.

71. PARTNER OF MAGISTRATE'S CLERK.—A client of mine was charged before a bench of magistrates at petty sessions with felony. The solicitor who appeared for the prosecution was objected to by my counsel on the ground that he had no right to appear for the prosecution as his partner was clerk to the Bench hearing the case; the Bench, however, overruled the objection. I should be glad if any of your correspondents who are experienced in magisterial business would inform me whether the Bench were right or not in overruling the objection. A SUBSCRIBER.

72. PROMISSORY NOTE—ALTERATION OF SIGNATURE BY HOLDER—RIGHT OF ACTION.—The maker is illiterate. He put his signature to a note, leaving out, through ignorance, some of the letters of his name. Holder (without fraud) inserted the letters which had been omitted to make it clear who was the maker. Would this be a "material alteration" so as to effect the holder's right of action? J. H. L.

73. ARTICLED CLERK—BOOKS, &c.—I shall be glad if some of your readers will enlighten me on the following: Before execution of articles (a few months ago) I was under the impression that my principal was to supply me with the use of proper books. He now advises me to purchase later editions than he has in his possession. There is no article in the indenture referring to books, but my father has covenanted to find "medicine, clothing, and all other necessaries." Are books included in "necessaries," or is my principal, who has covenanted to instruct me by the best means in his power, bound to find me proper books to study from? LINCOLN.

*** INTESTACY — ASSIGNMENT OF LEASEHOLDS (1000 YEARS).—The children of the intestate are infants and orphans. Is the administrator alone able to assign? If so, who should be the parties to convey? An answer will oblige. E. V.

75. LANDLORD AND TENANT.—At the expiration of the term the tenant's son carries off the padlocks of barns, which padlocks belong to the landlord. No notice is taken of the latter's application to the tenants to replace. What course should be taken? X. Y.

76. EJECTMENT BY MORTGAGEE.—A., B., C., and D., are tenants in common of certain freehold premises held by one tenant upon a yearly tenancy. A. is entitled to seven-tenths of the whole; B., C., and D., to one-tenth each. A.'s share is mortgaged, and the mortgagees are in possession. A. and her mortgagees are desirous of determining the tenancy with a view to raising the rent. B., C., and D., refuse to concur in giving notice. Can A. and her mortgagees do so and sustain effectually an action of ejectment (if requisite) as to the whole, or what course must be adopted? T. F. H.

77. SATISFIED MORTGAGE TERM.—In 1840 A., an owner in fee, mortgaged his estate to B. for £100. The mortgage was by demise in the usual form for 1000 years. In 1850 the mortgage money was paid off, and an indorsement made on the mortgage to that effect, and signed by the mortgagee, who thereupon handed over the deed to the mortgagor. The mortgagor has now sold the estate, and the purchaser's solicitor requires the concurrence of the mortgagee. But is this necessary since the Act of 8 & 9 Vict. c. 112 (Satisfied Terms Act)? X.

78. CONVEYANCING — HABENDUM. — After the usual testatum granting the property to the purchaser and his heirs, the habendum runs as follows: "To have and to hold the said hereditaments and premises hereby granted, with their rights, members, and appurtenances unto the said A. B., his heirs and assigns, for ever." The words "and to the use of" are omitted, and as I never remember to have seen this done, I should like to know whether in the opinion of any of the readers of the LAW TIMES the title to the property is affected in any way. TYRO.

Answers.

(Q. 63.) SEAL.—I think "Owl's" answer is incorrect. The real question is, whether the settlement is sealed. He begs the question. Lord Coke (3 Inst. 169) defined a seal to be wax impressed, or wax with an impression, adding that wax without an impression is not a seal. Practically, an impression upon some tenacious substance capable of being impressed (4 Kent's Com. 452; 6 Peterdorff's Abridg. 363). But it has in recent times been held that a stamped ink impression is a sufficient seal; and in these days, when mere technicalities are discouraged, and no distinctive seal is usual, it is open to the parties in executing the deed to adopt a piece of green ribbon as a seal if they think proper, and it was indeed expressly decided in *Re Mayer* (24 L. T. Rep. N. S. 373) that the usual attestation clause in a case like that mentioned by "T. P. H." is *prima facie* evidence that the deed is sealed. C. H. B.

(Q. 68.) BALLOT ACT — PERSONATION. — The voter would be guilty of personation, but I do not think the presiding officer could order him into custody. It is evident he could not do so except at the request of a personation agent, who must declare that he verily believes, &c.; and this circumstance is omitted from the case put. But I will suppose that a personation agent makes this statement to the officer. The officer is then required "*immediately after such person has voted* to order him to be taken into custody." To vote is to complete the offence, which is till then only inchoate. The time for the lawful arrest is clearly specified, "immediately after the vote," and no other arrest will be lawful. By not voting the voter prevents this moment from arriving, and the officer has consequently no power to order him into custody. OWL.

(Q. 69.) QUALIFICATION OF JUSTICES.—The course is a *quo warranto* information, leave to file which must be obtained from the Queen's Bench. Upon motion supported by an affidavit of the relator or person bringing the charge, the court grants a rule calling upon the defendant to show cause why information should not be filed. The defendant replies by affidavit, and if cause is not shown to the satisfaction of the court leave is granted to file the information. See 32 Geo. 3 c. 58. OWL.

Replication.

(Q. 63.) SEAL.—Can "Owl" give an authority for his answer? Are not the words "I deliver this as my act and deed" a sufficient adoption of the silk as a seal? Surely the red paper of the wafers used on paper deeds has no intrinsic virtue which is lacking to green silk. LOOKER-ON.

LAW SOCIETIES.

LEGAL EDUCATION ASSCIATION.

WE are asked to publish for the information of the legal profession the following list of donations since the meeting of the Executive Committee on the 19th Dec. 1873 :—

	£	s.	d.
The Right Hon. Lord Selborne	5	0	0
The Right Hon. M. Bernard	5	0	0
The Right Hon. Sir E. Ryan	5	5	0
The Vice-Chancellor Sir Charles Hall... ...	5	5	0
The Hon. Baron Amphlett	5	5	0
The Incorporated Law Society	50	0	0
Aldridge, W. W., Esq.	1	1	0
Anstie, A. Esq.	1	1	0
Barrett, R. H., Esq. (Slough)	1	1	0
Baxter, R., Esq.	5	0	0
Beck, S. Adams, Esq.	3	3	0
Beck, R. C. Adams, Esq.	2	2	0
Beever, J. F., Esq.	1	1	0
Bedwell, F. A., Esq.	3	3	0
Blandy, W. F., Esq. (Reading)	2	2	0
Bolton Law Society	3	3	0
Boys, C. O., Esq.	1	1	0
Bowen, C. S. C., Esq.	3	3	0
Broomhead, B. P., Esq. (Sheffield)	3	3	0
Buchannan, J., Esq., and Son (Whitby) ...	1	1	0
Burton, E. F., Esq.	3	3	0
Cator, B. P., Esq.	1	1	0
Clabon, J. M., Esq.	5	0	0
Clements, G. M., Esq.	1	1	0
Cobb, T. P., Esq.	2	2	0
Cookson, Montague, Esq.	3	3	0
Cowburn, G., Esq.	2	2	0
Curling, R., Esq.	5	0	0
Davey, Horace, Esq.	3	3	0
Daniel, W. T. S., Esq., Q.C.	5	0	0
Dees, R. R., Esq. (Newcastle-on-Tyne ...	5	0	0
DuCane, R., Esq.	1	1	0
Eddis, A. S., Esq., Q.C.	2	0	0
Farrer, W. J., Esq.	5	0	0
Finch, A. E., Esq.	3	3	0
Fitzhugh, A. J., Esq. (Brighton)	2	2	0
Francis, H. J., Esq.	2	2	0
Freshfield, H. R., Esq.	5	0	0
Fry, Edw. Esq., Q.C.	5	5	0
Frere, Forster, and Frere, Messrs.	5	0	0
Gedge, Kirby, and Millett, Messrs.	3	3	0
Greene, T. W., Esq., Q.C.	5	5	0
Guest, W. H., Esq. (Manchester)	2	2	0
Harrison, C., Jun., Esq.	5	5	0
Herschell, F., Esq., Q.C.	5	0	0
Hodgson, C. H., Esq.	3	3	0
Hollams, J., Esq.	5	5	0
Horne, H. P., Esq.	1	1	0
Humfrys, W. J., Esq.	1	1	0
Jackson, H. M., Esq., Q.C., M.P.	5	5	0
Janson, F. H., Esq.	3	3	0
Jotcham, L., Esq. (Wantage)	1	1	0
Kay, Edward, E., Esq., Q.C.	5	5	0
Keen, G., Esq., Q.C.	2	2	0
Lake, Beaumont, and Lake, Messrs.	5	5	0
Lindley, N. Esq., C.C.	5	5	0
Longbourne, J. V., Esq.	3	3	0
Longbourne, C. R. V., Esq.	2	2	0
McClellan, John, Esq.	1	1	0
Macnamara, H. Esq.	2	2	0
Marten, A. G., Esq., Q.C., M.P.	5	5	0
Mathew, J. C., Esq.	3	0	0
Measure, J. Esq.	5	5	0
Metcalfe, W. C., Esq. (Epping)	1	1	0
Miller and Miller, Messrs.	3	3	0
Miller, Alexander W., Esq., Q.C.	2	2	0
Monckton, Herbert, Esq. (Maidstone) ...	1	1	0
Morgan, G. O., Esq., Q.C., M.P.	5	5	0
Morrell, F. J., Esq. (Oxford)	3	0	0
North, Ford, Esq.	3	3	0
Palmer, Ralph, Esq.	1	1	0
Peake, H., Esq.	1	1	0
Pearson, John, Esq., Q.C.	5	5	0
Pennington, R., Esq.	2	2	0
Phillimore, W. G. F., Esq.	2	2	0
Price, C. U., Esq.	3	3	0
Radcliffe, J. A., Esq.	1	1	0
Redpath and Holdsworth, Messrs.	2	2	0
Roberts, Ph., Esq.	2	2	0
Rutter, W., Esq.	1	1	0
Stone, John, Esq. (Bath)	2	2	0
Thring, Sir Henry, K.C.B.	2	2	0
Tilleard, Godden, and Holme, Messrs. ...	5	5	0
Trinder, H. W., Esq.	3	3	0
Walters, W. M. Esq.	1	1	0
Waterhouse, T., Esq.	1	1	0
Webster, T., Esq., Q.C.	2	2	0
Westlake, J., Esq., Q.C.	5	5	0
Wilde, C. N., Esq.	2	2	0
Wills, Alfred, Esq., Q.C.	2	0	0
Williams, W., Esq.	5	5	0
Williams, P. Esq.	2	2	0
Woods, Grosvenor M. S., Esq.	1	1	0

Donations to be sent to the Treasurer, J. M. Clabon, Esq., 21, Great George-street, Westminster, S.W.

RALPH PALMER, ARTHUR J. WILLIAMS, WM. A. JEVONS, JOHN V. LONGBOURNE } Honorary Secretaries.

SOLICITORS' BENEVOLENT ASSOCIATION.

THE Board of Directors of the Solicitors' Benevolent Association, in transmitting a copy of the reports for the past year to the members of the association, announcing that the Right Hon. Lord Selborne has kindly consented to preside at the ensuing anniversary festival of the association, which, with his Lordship's concurrence, is appointed to take place at Willis's Rooms, King-street, St. James's, London, on Wednesday, the 17th June next, at half-past six o'clock p.m. The anniversary festival has been proved to be one of the most effective means of promoting the interests of the association, inasmuch as it affords an opportunity for mutual effort, without which an association extending, as this does, over the whole kingdom can be but imperfectly advanced. This association has already attained a position honourable to the solicitors as a body; but, looking at the wide area over which it has to extend its benevolent operations, and to the numerical strength of the solicitors in England and Wales, it must be admitted that there is room for great improvement. It is hardly necessary to say how much this association deserves the support of the legal Profession.

The usual monthly meeting of the Board of Directors of this association, was held at the Law Institution, Chancery-lane, London, on Wednesday last, March 4, Mr. Wm. Shaen in the chair; the other directors present being Messrs. Brook, Hedger, Smith, Torr, and Williamson, Mr. Eiffe (secretary). A grant of £50 was made to a deceased member's widow, being her fourth application for assistance, and a sum of £60 was distributed in relief of five families of deceased non-members; fourteen new members were admitted to the association, and other general business transacted.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's-inn Hall, on Wednesday, the 4th March, Mr. T. B. Girling in the chair. Mr. Baker opened the subject for the evening's debate, viz.: "That the 25th section of the Elementary Education Act should be repealed." The motion was lost by a majority of one.

LAW ASSOCIATION.

AT the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, in Chancery-lane, on Thursday, the 5th inst., the following being present, viz., Mr. Steward (chairman), Mr. Carpenter, Mr. W. S. Masterman, Mr. Sidney Smith, Mr. H. Vallance, and Mr. Boodle (secretary), a grant of £10 was made to a very aged solicitor who was in great distress, and the ordinary business was transacted.

THE COURTS AND COURT PAPERS.

NOTICE.

THE following regulations for transacting the business at the judges' chambers will be observed until further notice:—

Summonses will be issued and made returnable at eleven o'clock at the chambers of the judges of the court in which the actions are pending.

As to applications to be made to the Lord Chief Justice.

Acknowledgments of deeds will be taken at eleven o'clock. Adjourned summonses will be heard first at eleven o'clock, and the summonses of the day will be taken immediately afterwards. Counsel will be heard at half-past twelve o'clock.

As to applications to be made to the Masters.

Adjourned summonses will be heard at eleven o'clock precisely in each court, and the summonses of the day immediately afterwards. Counsel will be heard at twelve o'clock; and the Lord Chief Justice directs particular attention to the rules of Michaelmas Term 1867, and desires it to be distinctly understood that he will not hear any summons or application, directed by the said rules to be heard by the Masters, unless such summons or application shall be specially referred to him by the Master.

Counsel.

Whenever a summons is served with notice to attend by counsel, the name of counsel (if known) should be written on the copy summons served upon the opposite party.

The Lord Chief Justice will not attend chambers on Saturdays.

March, 1874. By Order.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

C. WORDSWORTH, ESQ., Q.C.

THE late Charles Wordsworth, Esq., Q.C., who died on the 8th inst., at Wallington, Surrey, in the sixty-ninth year of his age, was the second son of the late Robinson Wordsworth, Esq., some time collector of customs at the port of Harwich, who died in 1856, by Matilda Forth, his wife, and a relative of the Right Rev. Dr. Wordsworth, Bishop of Lincoln. He was born in the year 1806; he was called to the Bar by the Honourable Society of the Inner Temple in Hilary Term 1833, and attained some degree of eminence as a special pleader. He also went the Home Circuit, and formerly attended the Hertfordshire and Essex sessions, and in 1857 he had conferred upon him the honour of a silk gown. Mr. Wordsworth, (whose father was a cousin of the poet Wordsworth) was the author of a professional work on Joint Stock Companies.

WILLIAM SANDYS, ESQ., F.S.A.

WILLIAM SANDYS, of the junior branch of the family of Sandys, long established in Cornwall, was born on the 29th Oct. 1792, educated at Westminster School, was admitted as a solicitor in Hilary Term 1814, and continued to practice as such until he died on the morning of Ash Wednesday, the 18th Feb., after an illness of some weeks' duration. He was the author of the following works: An Essay on Freemasonry, 1829, a portion of this appeared as an article in the Encyclopædia Metropolitana; Select Specimens of Macaronic Poetry, 1831; Christmas Carols, Ancient and Modern, with an Introduction and Notes, 1833; this has been often and freely quoted by writers on similar subjects; Specimens of Cornish Provincial Dialect, 1846; Christmastide, 1848; Festive Songs in the 16th and 17th Centuries, with an Introduction, 1848; History of the Violin, in conjunction with the late Mr. Forster, 1864; the whole of the first and historical portion of this work was written by him, and the latter by Mr. Forster; Transactions of the Loggerville Society, 1867; this work was intended chiefly for private circulation; and numerous lesser publications and contributions to different literary journals from time to time on subjects of antiquarian research, especially in relation to the county of Cornwall, very many of which cannot now be traced; but amongst them may be named, A Notice on the Cornish Drama, Transactions in Cornwall during the Civil War, Some Remarks on the Fairies and Giants of Cornwall, in the journal of the Royal Institution of Cornwall. He had for many years given much of his spare time to the study of antiquities of Cornwall, to which county, as being that of his origin, he was to the last greatly attached. He was an accomplished violoncello player, having been taught by the celebrated Robert Lindley, who pronounced him to be the best amateur pupil he ever had. He possessed a singular faculty for mental arithmetic. Retiring and unobstrusive to a fault, within his private circle no man ever had more firmly attached friends. He married, first, in 1816, Harriette, eldest daughter of Peter Hill, late of Carwhythenack, in the county of Cornwall, Esq., by whom he had several children, who all died in his lifetime, except one daughter, Harriette, the wife of Edward Davies Browne, of 22, Grove End-road, Esq. His first wife having died in Aug. 1851, he married, secondly, in Sept. 1853, Eliza, daughter of Charles Pearson, late of Ravensbourne House, near Greenwich, Esq., by whom he had no issue, and who is now his widow. His remains were interred in his family grave in Kensal Green cemetery.

C. T. EALES, ESQ.

THE late Charles Thomas Eales, Esq., of Eastdon, Devonshire, formerly distributor of stamps at Bristol, who died on the 24th ult., at his residence at Clifton, in the 81st year of his age, was the only son of the late Richard Eales, Esq., of Eastdon, many years distributor of stamps for Devonshire, who died in 1852, at the age of ninety; his mother was Elizabeth, daughter of Philip Young, Esq., of Netherexe House, Devonshire, and he was born in the year 1793. Mr. Eales, who was highly respected by all who knew him, held for many years the post of distributor of stamps at Bristol. He married in 1823 Frances Elizabeth, daughter of the late George Daniell, Esq., M.D., and granddaughter of Sir Richard Warwick Bamptylde, Bart. (now represented by Lord Poltimore), and by her, who died in 1871, he had a family of two sons and a daughter. His elder son, Mr. Charles Eales, barrister-at-law, of the Inner Temple, is a clerk in the House of Commons. He was born in 1826, and has been twice married; first to Eleanor Halford, daughter of the late Capt. Rose H. Fuller, R.N., and secondly, to Diana, only daughter of the Rev. W. P. Hopton, of Canon Frome, Herefordshire, prebendary of Hereford Cathedral. His younger son, Lieut.-Col. George Daniell Eales, of the Bombay Staff Corps, died on the 19th ult., on his passage home from India.

J. C. GROCOTT, ESQ.

THE late John Cooper Grocott, Esq., solicitor, of Liverpool, who died recently at his residence in that town, at an advanced age, in early life formed a strong desire to follow the sea as a profession, he was accordingly apprenticed to a firm of shipbrokers, and went to sea on board a Liverpool ship called *The Sally*. After the first voyage, however, he accepted a situation in a broker's office, but soon afterwards gave up his commercial pursuits and adopted the law as his future avocation. After serving his articles, he was admitted an attorney in Trinity Term 1821, and from that time up to the period of his decease, his legal career, says the *Liverpool Mercury*, has been one of marked success. "Mr. Grocott," says the above journal, "was an authority upon recondite questions of law. He was known as one of the best 'old case' lawyers in Liverpool, and it was always to him a pleasing duty to 'coach' younger practitioners upon points of law which the more modern school of advocates might consider old-fashioned, but which are regarded as necessary to a successful practice in the local courts. He was a voluminous writer upon legal subjects, and his book upon the practice of the borough court of Liverpool, and treatises on kindred subjects, are regarded as standard works, and have run through several editions. He was looked upon for years as the leader of the County Court bar. During the absence of the registrar, Mr. Hime, he frequently acted as his deputy, and his courteous, kindly demeanour won for him the esteem of the judges and the officials of the court, as well as his fellow practitioners; in fact, he became to be regarded as one of the 'institutions' of the court." It was not only as a lawyer that Mr. Grocott earned for himself more than a local reputation, his literary acquirements were varied and extensive, and his Book of Quotations, an able and useful collection, has run through several editions. By the death of Mr. Grocott the office of sergeant-at-mace to the corporation of Liverpool has been rendered vacant. His remains were interred at St. George's, Everton.

PROMOTIONS AND APPOINTMENTS.

N.B.—Announcements of promotions being in the nature of advertisements, are charged 2s. 6d. each, for which postage stamps should be inclosed.

MR. HENRY EDWARD ROBINS, solicitor, of Southampton, has been appointed Clerk and Solicitor to the newly elected School Board, of the district of Hound, Southampton.

The Lord Chancellor has appointed Mr. Richard Jehu, of No. 33, Mark-lane, London, to be a London Commissioner to Administer Oaths in Chancery.

The Lord Chief Justice of the Common Pleas has appointed Mr. Richard Jehu, of 33, Mark-lane, London, to be a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women, for the City of London, and City and Liberties of Westminster, and county of Middlesex.

CORRECTION.—In our issue of the 10th Jan. last, we announced that Mr. R. W. Litchfield, of Newcastle, Staffordshire, had been appointed a Commissioner for taking Acknowledgments of Deeds by Married Women for the county of Yorkshire; it should be for the county of Stafford.

THE GAZETTES.

Bankrupts.

Gazette, Feb. 27.

To surrender at the Bankrupts' Court, Basinghall-street.

FOWLER, JAMES, grocer and cheesemonger, High-st., Poplar. Pet. Feb. 24. Reg. Hazlitt. Sol. Aird, Eastcheap. Sur. March 11.

IRVING, CLARK ARTHUR, barrister-at-law, Abingdon-villas, Kensington. Pet. Feb. 23. Reg. Brougham. Sol. W. A. Plunkett. Sur. March 13.

To surrender in the Country.

FARROW, WILLIAM MORLEY, author, Chappel. Pet. Feb. 25. Reg. Barnes. Sur. March 11.

PEART, THOMAS, and GLEW, THOMAS JOHN, potato salesmen and commission agents, Oldham-rd., Manchester. Pet. Feb. 25. Reg. Kay. Sur. March 19.

RHYS, C. C. of no business, Wandle-rd, Wandsworth-com. Pet. Feb. 10. Reg. Willoughby. Sur. March 13

WESTMORLAND, FREDERICK GEORGE, shipbroker, Billiter-sq. Pet. Feb. 25. Reg. Brougham. Sur. March 13

Gazette, March 3.

To surrender at the Bankrupts' Court, Basinghall-street.

BREMNER, GEORGE WILLIAM, commission merchant, Mansion House-bldgs, Queen Victoria-st. Pet. Feb. 27. Reg. Murray. Sur. March 17

NICOLL, HENRY, colonel in H. M.'s Indian Army, Dover-st. Pet. Feb. 28. Reg. Roche. Sur. March 19

STEVENS, ALFRED, surgeon, Prince of Wales-rd, Haverstock-hill. Pet. Feb. 27. Reg. Murray. Sur. March 17

To surrender in the Country.

LUCK, JOHN WILLIAM, coal merchant, Castle-hill, near Ealing. Pet. Feb. 24. Reg. Ruston. Sur. March 14

RUNDLE, GEORGE WILLIAM, smack owner, Great Yarmouth. Pet. Feb. 28. Reg. Walker. Sur. March 18

RICHES, JAMES, builder, Great Yarmouth. Pet. Feb. 26. Reg. Walker. Sur. March 16

BANKRUPTCIES ANNULLED.

Gazette, Feb. 27.

BERRY, MARTHA, brewer, Liverpool. June 16, 1873

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, Feb. 27.

ABBOTT, WILLIAM JOSEPH, paper manufacturer, Filton. Pet Feb. 20. March 13, at two, at office of Sol. Thorne, Barnstaple

ALLISON, ADAM STAINSBY, and LAWRENCE, CHARLES OSCAR, bootmakers, Rochdale and Ashton-under-Lyne. Pet. Feb. 23. March 11, at three, at the Wheatsheaf hotel, Manchester. Sol. Standring, Rochdale

APSDEN, JAMES, fustian dealer, Manchester, also cotton spinner, Lostock, and tailor, Bolton. Pet. Feb. 19

ASTRIDGE, WILLIAM, grocer, Westbourne. Pet. Feb. 21. March 13, at four, at office of Edmonds Davis, and Clark, 46, St. James-st, Portsea. Sol. King, Portsea

ATTWOOD, WILLIAM HENRY, carpenter, Luton. Pet. Feb. 23. March 18, at two, at the George hotel, Luton. Sols. Treherne and Wolferstan, Ironmonger-la, Cheapside

BARNARD, SIMON, boot maker, Mundon-ter, Hammersmith. Pet. Feb. 20. March 12, at three, at office of Rogers and Baron, Moorgate-st. Sol. Watson, Basinghall-st

BERRY, GEORGE, miller, Uckfield. Pet. Feb. 25. March 12, at twelve, at the Crown hotel, Lewes. Sol. Stiff, Eastbourne

BIRMINGHAM, THOMAS, builder, Broadclist. Pet. Feb. 23. March 13, at eleven, at office of Harris, Wreford, and Co., accountants, Exeter. Sol. Higgins, Exeter

BONFELLOW, JAMES ONESIMUS, auctioneer, Great Yarmouth. Pet. Feb. 24. March 13, at eleven, at office of Sol. Rayson, Great Yarmouth

BOYLETT, DANIEL, smith, Worplesdon. Pet. Feb. 24. March 14, at two, at the County and Borough Halls, Guildford

BRAUTIGAM, JOHN, baker, Marshall-st, Golden-sq. Pet. Feb. 23. March 13, at four, at office of Sols. Messrs. Young, Mark-la

BRIGHT, CHARLES, boot manufacturer, Freeschool-st, Horsleydown. Pet. Feb. 24. March 17, at two, at offices of Mogg, accountant, Bishopsgate-st-without. Sol. Christmas, St. John's-chmbs, Walbrook

BROMLEY, GEORGE EDWARD, grocer, Halifax. Pet. Feb. 23. March 12, at eleven, at office of Sols. Norris, Foster, and England, Halifax

BROOKE, GEORGE, commission agent, Batley. Pet. Feb. 24. March 12, at ten, at office of Sol. Wooler, Batley

BURKE, LAWRENCE, grocer, Mill-st, Dockhead. Pet. Feb. 19. March 9, at three, at offices of Sols. Chipperfield and Sturt, Trinity-st, Southwark

CHATBURN, JOSEPH JORDAN, font dealer, Manchester. Pet. Feb. 26. March 12, at twelve, at offices of Sols. Stevenson, Lycett, and Co., Manchester

COUSINS, RICHARD WILLIAM, optician, Swansea. Pet. Feb. 21. March 10, at eleven, at offices of Sols. Davies and Hartland, Swansea

COX, CHARLES, leather dealer, Kettering. Pet. Feb. 24. March 12, at twelve, at offices of Sols. Beale, Marigold, and Beale, Birmingham

COXON, FREDERICK, blacksmith, Boston. Pet. Feb. 24. March 12, at eleven, at office of Sol. York, Boston

ROCKER, JOSEPH, sailmaker, Ramsgate. Pet. Feb. 21. March 9, at three, at the Guildhall tavern, city, London. Sol. Edwards, Ramsgate

DANIELS, THOMAS, butcher, Upper Hellesdon. Pet. Feb. 23. March 12, at four, at office of Sol. Sadd, Norwich

DICKINSON, RICHARD, boot manufacturer, Liverpool. Pet. Feb. 24. March 12, at three, at office of Carmichael, accountant, Liverpool

DUPREZ, JOHN LOUIS PHILIP, photographer, Plymouth. Pet. Feb. 21. March 17, at eleven, at office of Sols. Messrs. Edmonds, Plymouth

EDWARDS, JOHN, joiner, Buckley. Pet. Feb. 24. March 13, at twelve, at offices of Sols. Duncan and Pritchard, Chester

ELY, JOHN, tube manufacturer, West Bromwich. Pet. Feb. 23. March 14, at eleven, at office of Sol. Shakespeare, Oldbury

EVANS, CHARLES, builder, Brynswell Marden. Pet. Feb. 23. March 13, at twelve, at Simpson's hotel, Hereford. Sols. Messrs. Rees, Hereford

FATKIN, WILLIAM, farmer, Leeds. Pet. Feb. 23. March 12, at two, at office of Sols. Simpson and Burrell, Leeds

FRENCH, THOMAS, boot manufacturer, Morpeth-rd, Old Ford. Pet. Feb. 19. March 9, at ten, at the Victoria tavern, Morpeth-road, par. Bethnal-green. Sol. Long, Landsdown-ter, Victoria-park

GIBSON, JOHN, accountant, Middlesbrough. Pet. Feb. 24. March 12, at eleven, at Messrs. Bennison, accountants, Middlesbrough. Sol. Dobson, Middlesbrough

GODDEN, JOHN, draper, Bilsington. Pet. Feb. 24. March 12, at one, at the Royal Oak hotel, Ashford. Sol. Till

GROOM, WILLIAM SAMUEL, and REED, MICHAEL ALFRED, east india brokers, The Avenue, Mincing-la. Pet. Feb. 23. March 12, at two, at 2, East India-avenue, Leadenhall-st. Sol. Beck

HARDCASTLE, CHARLES, rag merchant, York. Pet. Feb. 24. March 12, at eleven, at offices of Sol. Young, York

HESKETH, WILLIAM PEMBERTON, brewer, Margate. Pet. Feb. 24. March 12, at two, at the Guildhall tavern, Gresham-street. Sol. Calkin, Rugby-chbs, Great James-st

HOLT, CHARLES, accountant, Coventry. Pet. Feb. 23. March 11, at twelve, at office of Sol. Minster, Coventry

HORN, WILLIAM, staymaker, Penrith. Pet. Feb. 25. March 14, at two, at office of Sol. James, Penrith

HOUSTON, JAMES, tailor, Crewe. Pet. Feb. 24. March 14, at ten, at office of Sol. Cooke, Crewe

JACKSON, GEORGE LANGHAM, butcher, London-rd, Bromley-by-Bow. Pet. Feb. 23. March 11, at three, at office of Sols. Wood and Hare, Basinghall-st

JETTEN, JOHN, draper, Green-st, Bethnal-green. Pet. Feb. 25. March 18, at half-past two, at offices of Sol. Paterson, Bouverie-street

JONES, JOHN, and EDWARDS, GEORGE, builders, Birmingham. Pet. Feb. 24. March 12, at eleven, at offices of Sol. Hodgson, Birmingham

JORDAN, GEORGE HENRY, straw hat manufacturer, Luton. Pet. Feb. 21. March 17, at one, at offices of Sol. Jeffery, Luton

JOYCE, JAMES SMITH, brewer, Brixton-brewery, Brixton. Pet. Feb. 20. March 12, at two, at office of Sols. Harper, Broad, and Battock, Rood-la

KELLY, JOHN COOKSON, bag manufacturer, Gray's-inn-road, and Woodstock-rd, Finsbury-pk. Pet. Feb. 24. March 16, at two, at office of Sols. Dalton and Jessett, St. Clement's-house, Clement's-lane, Lombard-st

KENYON, RALPH, tea merchant, Blackburn. Pet. Feb. 23. March 13, at eleven, at office of Sols. Messrs. Backhouse, Blackburn

LAMING, GEORGE THOMAS, hardwareman, Gosport. Pet. Feb. 19. March 10, at four, at office of Edmonds, Davis, and Clark, 46, St. James-st, Portsea. Sol. King, Portsea

LANGTON, HERBERT CLAYTON, stockbroker, Birkenhead. Pet. Feb. 24. March 11, at ten, at 28, Brigde-st, Birkenhead

LEACH, HENRY, old ale merchant, Ins-house, Trodegar-rd, Bow. Pet. Feb. 25. March 17, at two, at office of Sol. Blashford and Riches, Great Swan-alley, Moorgate-st

LIDWELL, JOSHUA EDWARD, chemist, High-st, Notting-hill. Pet. Feb. 26. March 13, at three, at office of Smart, Snell, and Co., Cheapside. Sol. Spaull, Verulam-bldgs, Gray's-inn

LIPSOM, JACOB, font dealer, Liverpool. Pet. Feb. 23. March 17, at three, at office of Sols. Marriott and Woodall, Manchester

LISTER, SAMUEL, jun., late victualler, Rotherham. Pet. Feb. 24. March 11, at three, at offices of Sol. Gee, Sheffield

LONDON, EDWARD, inspector, Trowbridge. Pet. Feb. 17. March 7, at one, at the Market-house, Trowbridge. Sol. Shrapnell, Bradford-on-Avon

LOVELL, JOHN THOMAS, grocer, Louth. Pet. Feb. 24. March 16, at three, at office of Sols. Mason and Falkner, Louth

MARGETTS, JOSEPH WILLIAM, stationer, Kingsland-rd. Pet. Feb. 24. March 13, at two, at office of Sol. Poole, Bartholomew-close

MEEKINS, ALGERNON, victualler, Eagle Cottage, Lewisham. Pet. Feb. 24. March 12, at two, at office of Sol. Payne, Serjeant's-inn, Temple

MOLLETT, WILLIAM BELL, boat builder, Norwich. Pet. Feb. 23. March 10, at eleven, at office of Sol. Wright, Norwich

MORLEY, RICHARD, carpenter, Rounton-rd, Campbell-rd, Bow. Pet. Feb. 24. March 13, at three, at office of Sols. Wood and Hare, Basinghall-st

MORONEY, WILLIAM, millwright, Bradford. Pet. Feb. 17. March 5, at ten, at office of Sol. Rhodes, Bradford

MORRIS, EDWARD, victualler, Tornyrefail, near Pontypridd. Pet, Feb. 21. March 10, at one, at the Angel hotel, Cardiff

MORRISS, LAURENCE, butcher, Rotherham. Pet. Feb. 24. March 11, at four, at office of Sol. Gee, Sheffield

MORTON, WILLIAM, sen. and MORTON, EDMUND, fruit merchants Pet. Feb. 21. March 9, at two, at office of Sols. Messrs. Joel, Newcastle

NEWMAN, HENRY, out of business, Ramsgate. Pet. Feb. 23. March 11, at three, at office of Sols. Treherne and Wolferstan, Ramsgate

NICHOLLS, RICHARD, volta medicated cloth manufacturer, High Holborn. Pet. Feb. 24. March 17, at one, at the Guildhall Coffee-house, Gresham-st. Sols. Reed and Lovell, Guildhall-chmbs, Basinghall-st

NICHOLLS, WILLIAM, grocer, Willenhall. Pet. Feb. 21. March 11, at eleven, at office of Sol. Cresswell, Willenhall

O'NEILL, JOHN, grocer, Church-st, St. John's, Horselydown. Pet. Feb. 24. March 11, at twelve, at 4, Dyer's-bldgs, Holborn. Sol. Drake

OWEN, ISAAC, out of business, Middlesbrough. Pet. Feb. 23. March 12, at three, at office of Bennison and Co. accountants, Middlesbrough. Sol. Dobson, Middlesbrough

PATTRICK, CHARLES, commercial traveller, Bedford-gdns, Campden-hill-rd, Kensington. Pet. Feb. 20. March 13, at three, at office of Sols. Harper, Broad, and Battock, Rood-la

POTTER, HENRY, shoemaker, Barnet. Pet. Feb. 24. March 12, at three, at office of Sol. Wells, Paternoster-row

POWELL, HENRY JOHN, comedian, Clerkenwell. Pet. Feb. 25. March 16, at eleven, at the Sadlers' Wells theatre, Clerkenwell. Sol. Goatley

PRAGER, HENRY, steel manufacturer, Sheffield. Pet. Feb. 25. March 11, at twelve, at the Cutlers'-hall, Sheffield. Sol. Tatters-hall, Sheffield

PRATT, DAVID, thimble manufacturer, Birmingham. Pet. Feb. 23. March 10, at eleven, at office of Sol. Davies, Birmingham

RALPH, GEORGE, coal merchant, Sandwich. Pet. Feb. 24. March 14, at two, at the Fleur-de-Lis hotel, Sandwich. Sol. Edmonds, Deal

READE, RICHARD, clerk in holy orders, Tregunter-rd, South Kensington. Pet. Feb. 24. March 19, at two, at office of Sols. Tilley and Liggins, Finsbury-pl-south

REAY, JOSEPH, grocer, Cockermouth. Pet. Feb. 24. March 12, at eleven, at office of Sol. Wicks, Cockermouth

REDFEARN, JOE WILLIAM, and REDFEARN, JOHN SHAW, woollen manufacturers, Huddersfield. Pet. Feb. 21. March 11, at three, at office of Sols. Clough and Son, Huddersfield

REED, HENRY, corn chandler, Bethnal-green-rd. Pet. Feb. 19. March 6, at ten, at office of Sol. Hope, Serle-st, Lincoln's-inn-fields

REYNOLDS, JOHN JAMES, dyer. Peterborough. Pet. Feb. 21. March 9, at twelve, at office of Sol. Gaches, Peterborough

ROE, THOMAS, potato dealer, Bristol. Pet. Feb. 25. March 7, at eleven, at office of Sol. Essery, Bristol

ROGERS, GEORGE, grocer, Osney, and Oxford. Pet. Feb. 20. March 16, at two, at office of Sol. Cooper, Oxford

SANDERSON, HENRY, grocer, West Hartlepool. Pet. Feb. 24. March 11, at twelve, at office of Sols. Dobing and Simpson, West Hartlepool

SAUNDERS, MARY PRUDENCE, ladies' outfitter, Liverpool. Pet. Feb. 23. March 11, at two, at office of T. T. Rogers, 16, Lord-st, Liverpool

SHIELD, HENRY WILLIAM, barrister's clerk, Westmoreland-pl, Westbourne-pk. Pet. Feb. 24. March 19, at three, at offices of Sol. Kilsby, Chesapside

SIMMONS, JOHN, earthenware dealer, Manchester. Pet. Feb. 23. March 10, at three, at office of Sol. Shippey, Manchester

SLAYMAKER, ADOLPHUS FREDERICK, Centre-row, Covent-gdn-market, and James-st, Covent-gdn. Pet. Feb. 17. March 9, at twelve, at office of Sols. Bartlett and Forbes, Bedford-st, Covent-gdn

SLEE, WILLIAM, mason, Brannton. Pet. Feb. 24. March 14, at two. at office of Sol. Bencraft, Barnstaple

SMITH, SAMUEL, publican, Burton-on-Trent. Pet. Feb. 25. March 14, at two, at office of Sols. Stevenson and Smith, Burton-on-Trent

SODEN, JOHN, nurseryman, Oxford. Pet. Feb. 17. March 9, at twelve, at office of Stocken and Jupp, solicitors, Leadenhall-st. Sol. Swearse, Oxford

TATE, JAMES, and TATE, ALFRED, boot manufacturer, Leeds. Pet. Feb. 24. March 11, at one, at office of Sols. Rooke and Midgley, Leeds

TAYLOR, ALFRED COCKRELL, chemist, Westbury. Pet. Feb. 24. March 17, at one, at the Lopes Arms hotel, Westbury. Sols. Chapman and Ponting, Warminster

THOMAS, THOMAS DAVID, and THOMAS, JOHN, drapers, Liverpool. Pet. Feb. 24. March 16, at three, at office of Sols. Barrell and Rodway, Liverpool

THOMPSON, JAMES, stone mason, Aylesbury. Pet. Feb. 24. March 16, at eleven, at Reader and Son's Auction rooms, Aylesbury

THOMPSON, WILLIAM FREDERICK, grocer, Manchester. Pet. Feb. 23. March 13, at three, at office of Sol. Sampson, Manchester

TURNER, WILLIAM, bootmaker, Bury St. Edmunds. Pet. Feb. 21. March 17, at twelve, at office of Sols. Messrs. Salmon, Bury St. Edmunds

VERTUE, PHILIP ALGERNON, and GOODING, FREDERICK HENRY, hop merchants, Borough High-st. Pet. Feb. 23. March 12, at three, at the Guildhall Coffee-house, Gresham-st. Sols. Sandon and Kersey

VIRGO, JOHN BRUMBLE, butler, York. Pet. Feb. 25. March 13, at three, at office of Sols. Messrs. Holtby, York

WALKER, HENRY, baker, Manchester. Pet. Feb. 23. March 17, at three, at office of Sol. Diggles, Manchester

WARD, THOMAS, basket maker, Bradford. Pet. Feb. 24. March 13, at eleven, at office of Sol. Burnley, Bradford

WARDLEY, JOSHUA, grocer, Blackburn. Pet. Feb. 23. March 10, at eleven, at office of Sols. Messrs. Radcliffe, Blackburn

WATKINS, JONATHAN FOWLER, butcher, Weymouth. Pet. Feb. 25. March 16, at twelve, at the Auction Mart, Weymouth Sol. Howard, Weymouth

WILLIAMSON, THOMAS, fishmonger, Pembroke Dock. Pet. Feb. 21. March 9, at a quartet-past ten, at the Guildhall, Carmarthen. Sol. Parry, Pembroke Dock

WRIGHT, THOMAS, woollen warehouseman, Manchester. Pet. Feb. 25. March 16, at three, at office of Sols. Addleshaw and Warburton, Manchester

Gazette, March 3.

ANSTY, THOMAS, coach builder, Southampton. Pet. Feb. 25. March 13, at two, at the Guildhall coffee-house, Gresham-st. Sol. Stanton

BAKER, EDWIN, grocer, Bride-st, Liverpool-rd, Islington. Pet. Feb. 26. March 23, at three, at offices of Holloway, accountant, Ball's Pond-rd, Islington. Sol. Heathfield, Lincoln's-inn-fields

BARRETT, JAMES, boot maker, Buckfastleigh. Pet. Feb. 27. March 14, at eleven, at offices of Sol. Curtels, East Stonehouse

BENSON, CHARLES, farmer, Bloxham. Pet. Feb. 28. March 17, at eleven, at offices of Sols. Kilby and Son, Banbury

BOOTES, RICHARD, hosier, Bradford. Pet. Feb. 26. March 13, at eleven, at office of Sols. Watson and Dickons, Bradford

BRADLEY, WILLIAM, draper, Brompton Regis. Pet. Feb. 26. March 14, at two, at the London and South-Western hotel, Exeter. Sol. Rogers, Exeter

BROOKS, DAVID, builder, Ash-grove, Hackney. Pet. Feb. 18. March 11, at twelve, at offices of Hudgell, Gresham-st. Sol. Gray, Gresham-st

BRYDE, THOMAS, stevedore, Liscard. Pet. Feb. 18. March 16, at three, at office of Braithwaite, accountant, Liverpool. Sol. Anderson, Birkenhead

BULLOCK, THOMAS, commission agent, Birmingham. Pet. Feb. 24. March 17, at three, at offices of Sol. Fallows, Birmingham

BURTON, WILLIAM, licensed victualler, Little Sutton. Pet. Feb. 26. March 9, at four, at office of Sol. Parry, Birmingham

CHAPMAN, CHARLES, wheelwright, Little Hay, Shenstone. Pet. Feb. 27. March 16, at eleven, at office of Sol. Stanley, Walsall

CHURLY, JAMES, marine store dealer, Spring-place, Wandsworth-rd. Pet. Feb. 24. March 12, at eleven, at offices of Sol. Hunter, London-wall. Sol. Ede, Ludgate-hill

CLARKE, THOMAS, fruiterer, Holt. Pet. Feb. 27. March 11, at three, at office of Sol. Tree, Worcester

COOK, JOHN, painter, Dunstable. Pet. Feb. 25. March 17, at twelve, at the magistrates' clerk's office, Dunstable. Sol. Middleton, Dunstable

COOPER, THOMAS, rural post messenger, Kirbymoorside. Pet. Feb. 26. March 17, at one, at the White Horse inn, Kirbymoor side. Sol. Pearson, Helmsley

COURTEILLE, EUGENE, hair dresser, Upper Baker-st, Marylebone. Pet. Feb. 27. March 20, at three, at offices of Sol. Cordwell, College-hill, Cannon-st

CROWTHER, THOMAS EDWARD, music seller, Leeds. Pet. Feb. 26. March 12, at eleven, at 6, John-st, Bedford-row, London. Sol. Storey, Halifax

DODRIDGE, THOMAS MITCHELL, out of business, Lilleshall-rd, Clapham. Pet. Feb. 26. March 13, at one, at office of Sol. Perry, Ludgate-hill

DORE, THOMAS JAMES, carrier, Waterloo-rd, Surrey. Pet. Feb. 14. March 11, at two, at office of Sol. Gowling, Coleman-st

EDWARDS, WILLIAM, farm steward, Binfield. Pet. Feb. 28. March 16, at twelve, at office of Sols. Emerson and Sparrow, Norwich

ELBA, THOMAS JAMES, gas manufacturer, Llanllechid. Pet. Feb. 23. March 12, at one, at the Castle hotel, Bangor. Sols. Barber and Hughes, Bangor

EVANS, ENOCH HUGH, agent for the sale of artificial food, Lampeter. Pet. Feb. 27. March 14, at one, at offices of Sols. Green and Griffiths, Carmarthen

EVANS, THOMAS, builder, Swansea. Pet. Feb. 25. March 13, at eleven, at office of Sols. Davies and Hartland, Swansea

FENTON, ALBERT, and WILSON, SAMUEL, needle manufacturers, Redditch. Pet. Feb. 24. March 13, at three, at the Swan hotel Birmingham. Sol. Simmons, Redditch

GAUNT, JOSEPH HENRY, draper, Pudsey. Pet. Feb. 27. March 17, at twelve, at office of Sol. Pullan, Leeds

GEORGE, THOMAS DANIEL, painter, Swansea. Pet. Feb. 28. March 19, at two, at the White Lion hotel, Broad-st, Bristol. Sol. Woodward

GOODE, JAMES, grocer, Sandy-hill, Plumstead. Pet. Feb. 19. March 13, at three, at offices of Sol. Cooper, Charing-cross

GREEN, FREDERIC, woollen draper, Long Eaton. Pet. Feb. 28. March 20, at twelve, at offices of Sols. Parsons and Bright, Nottingham

GRIFFITHS, WILLIAM, greengrocer, Birmingham. Pet. Feb. 26. March 13, at twelve, at offices of Sol. Fallows, Birmingham

GROOM, EBENEZER, cheesemonger, Auckland-st, Vauxhall. Pet. Feb. 16. March 12, at three, at offices of Sol. Cooper, Charing-cross

HALLETT, FRANCIS HENRY, brickmaker, Trowbridge. Pet. Feb. 26. March 16, at twelve, at offices of Sol. Rodway, Trowbridge

HAMBRIDGE, CHARLES, surveyor, Guildford-st, Russell-sq. Pet. Feb. 27. March 16, at eleven, at offices of Sols. Chorley and Crawford, Moorgate-st

HAMMOND, WILLIAM, upholsterer, Lewes. Pet. Feb. 21. March 10, at twelve, at the London Warehousemen's Association, Gutter-la, London. Sol. Stuckey, Brighton

HARRIS, EDWIN DOUGLAS, butcher, Southampton. Pet. Feb. 24. March 14, at four, at offices of Sol. Paice, Landport. Sol. King, Southampton

HARRIS, FRANCIS JOSEPH, ironmonger, Kentish Town-rd. Pet. Feb. 26. March 21, at three, at offices of Sol. Boydell, South-sq, Gray's-inn

HARRISON, PHILIP, grocer, Ipswich. Pet. Feb. 27. March 14, at eleven, at office of Sol. Watts, Ipswich

HARTLEY, EZRA BROWN, and WALKER, JAMES, woollen manufacturers, Leeds and Morley. Pet. Feb. 26. March 16, at two, at offices of Sols. Simpson and Burrell, Leeds

HARVARD, ROBERT APPLETON CHARLES, toy merchant, Houndsditch. Pet. Feb. 28. March 21, at twelve, at office of Sols. Flux and Leadbitter, Leadenhall-st

HEAP, JOHN, flock merchant, Shoreditch, and Crabtree-rd, Hackney-rd. Pet. Feb. 27. March 21, at eleven, at office of Sol. Hutson, Clifton-st, Finsbury

HELLIWELL, GEORGE, scythe manufacturer, Hackenthorpe. Pet. Feb. 28. March 12, at twelve, at office of Sol. Machen, Sheffield

HOLLAND, RICHARD, bookkeeper, Salford. Pet. Feb. 26. March 19, at four, at offices of Sol. Best, Manchester

HUTCHINS, CHARLES, fish merchant, Birmingham. Pet. Feb. 26. March 13, at three, at office of Sol. Fallows, Birmingham

JEFFREYS, JOHN, dairyman, Upper Grange-rd, Bermondsey, and Balaclava-rd, Bermondsey. Pet. Feb. 24. March 11, at eleven, at the Five Bells coffee-room, Bermondsey-sq, Bermondsey. Sol. Bilton, Renfrew-rd, Kennington-la, Lambeth

JONES, JOHN ALLIN, jun., earth closet manufacturer, Birmingham, and Smallheath. Pet. Feb. 27. March 13, at eleven, at offices of Sols. Webb and Spencer, Birmingham

LAMBERT, SARAH, baker, Chipstead, Chevening. Pet. Feb. 27. March 12, at twelve, at offices of Sols. Holcroft, Knocker, and Holcroft, Sevenoaks

LANGDON, JAMES HENRY, commission agent, Hart-st, Mark-la, and Charlotte-villa, Woodford. Pet. Feb. 23. March 20, at two, at offices of Sol. Hilbery, Crutched-friars

LAWRENCE, ALEXANDER, wholesale saddler, Moseley, and Birmingham. Pet. Feb. 27. March 16, at twelve, at the Hen and Chickens hotel, Birmingham. Sol. Eaden, Birmingham

LAWTY, JOHN, butcher, Burlington. Pet. Feb. 25. March 16, at three, at the Black Lion inn, Burlington. Sols. Jarratt and Turner, Driffield

LEA, MARIA ANN, coal merchant, Worcester. Pet. Feb. 27. March 20, at eleven, at offices of Sols. Corbett, Worcester

LOVE, THOMAS, builder, Barrow-in-Furness. Pet. Feb. 25. March 11, at three, at offices of Sol. Gooden, Manchester

LUCAS, GEORGE, outfitter, Sittingbourne. Pet. Feb. 25. March 18, at eleven, at the Masons' Hall tavern, Masons'-avenue. Sol. Winch, Chatham

MARSDEN, HARRY ALEXANDER, draper, Leeds. Pet. Feb. 25. March 13, at twelve, at office of Sol. Pullan, Leeds

MAUGHAN, THOMAS, mineral water manufacturer, Clapham-rd. Surrey. Pet. Feb. 26. March 13, at three, at offices of Sols, Nicholls and Leatherdale, Old Jewry-chmbs., Old Jewry. Sol. David Howell

MCARTHUR, PETER, licensed victualler, East Ham. Pet. Feb. 25. March 17, at two, at office of Sol. Rawlings, Bishopsgate-st Within

MCPHERSON, ROBERT, tobacconist, Newcastle-upon-Tyne. Pet. Feb. 26. March 24, at twelve, at offices of Sol. Johnston, Newcastle-upon-Tyne

MORRIS, THOMAS, tailor, Bangor. Pet. Feb. 26. March 14, at twelve, at the Liverpool Arms hotel, Chester. Sol. Roberts, Chester

MOULDS, JOSEPH, joiner, Grantham. Pet. Feb. 23. March 17, at one, at the Angel hotel, Grantham. Sol. Belk, Nottingham

MUDDYMAN, WILLIAM, greengrocer, Birmingham. Pet. Feb. 27. March 19, at twelve, at offices of Sol. Fallows, Birmingham

NICE, HENRY EDWARD, cheesemonger, High-st, Stratford. Pet. Feb. 24. March 12, at ten, at offices of Sol. Hope, Serle-st, Lincoln's-inn-fields

PERRY, FREDERICK AUGUSTUS, provision dealer, Westbromwich. Pet. Feb. 27. March 17, at two, at offices of Sol. Travis, Tipton

POOLE, THOMAS GEORGE BRUCE, builder, Hastings. Pet. Feb. 27. March 17, at eleven, at office of Sol. Howell, jun., Hastings

POOLEY, ALEXANDER GOPSELL, financial agent, Bush-la, Cannon-st. Pet. Feb. 27. March 16, at twelve, at offices of Sols. Taylor and Jaquet, South-st, Finsbury-sq

POTTER, THOMAS, painter, Matlock Bridge. Pet. Feb. 24. March 17, at twelve, at offices of Sol. Hextall, Derby

PUGH, JOHN, baker, Wichenford, near Worcester. Pet. Feb. 25. March 16, at eleven, at office of Sol. Foster, Birmingham

REDFEARN, JOE WILLIAM, and REDFEARN, JOHN SHAW, woollen manufacturers, Huddersfield. Pet. Feb. 26. March 16, at half-past two, at offices of Sols. Messrs. Clough and Son, Huddersfield

REED, HENRY WILSON, surgeon, Cleveland-sq, Hyde-park. Pet. Feb. 24. March 13, at three, at office of Sol. Wetherfield, Gresham-bdgs, Basinghall-st

REED, JOHN SHERWILL, inn keeper, Newton Abbot. Pet. Feb. 27. March 20, at twelve, at offices of Sols. Carter and Son. Torquay

REES, DANIEL, grocer, Ystrad, near Pontypridd. Pet. Feb. 26. March 14, at one, at offices of Sols. Simon and Plews, Merthyr Tydfil

RHYS, CHARLES CURETON, law student, Hill-st, Rutland-gate. Pet. Feb. 26. March 13, at twelve, at offices of Sols. Beyfus and Beyfus, Lincoln's-inn-fields

ROBERTS, JOHN, draper, Redruth. Pet. Feb. 27. March 14, at half-past two, at office of Sol. Downing, Redruth. Sol. Dendy, Redruth

RODDY, OWEN, hatter, Newcastle-upon-Tyne. Pet. Feb. 25. March 23, at twelve, at offices of Sol. Johnston, Newcastle-upon-Tyne

ROWLANDS, HENRY, and COWIE, CHARLES EDWARD, chandelier manufacturers, Birmingham. Pet. Feb. 26. March 12, at three at the Great Western hotel, Birmingham. Sol. Rooke, Birmingham

RYDER, THOMAS, boot maker, Cheltenham. Pet. Feb. 18. March 9, at twelve, at the offices of Sol. Potter, Cheltenham

SEED, JAMES, farmer, Habergham Eaves. Pet. Feb. 26. March 20, at three, at 10, Nicholas-st, Burnley. Sol. Hartley

SKINNER, SAMUEL, contractor, Harrogate. Pet. Feb. 27, March 19, at two, at offices of Sol. Harle, Leeds

SMITH, CHARLES, builder, Cold Harbour-la, Brixton. Pet. Feb. 27. March 17, at eleven, at offices of Sols. Tippetts, Son, and Tickle, Great St. Thomas Apostle

SUCKLING, SAMUEL, butcher, Birmingham. Pet. Feb. 28. March 16, at eleven, at offices of Sol. Parry, Birmingham

TAYLOR, HENRY GEORGE MOFFATT, of no occupation, Grenville-rd, Kilburn. Pet. Feb. 23. March 17, at three, at offices of Sols. Lumley and Lumley, Conduit-st, Bond-st

THOMAS, JAMES, grocer, Chalford. Pet. Feb. 27. March 16, eleven, at the Swan inn, Stroud. Sol. Smith

THORP, THOMAS EDWARD, and SWAINE, JOSEPH HENRY, dyers, Leeds. Pet. Feb. 26. March 17, at half-past three, at office of Sols. Messrs. Middleton, Leeds

TURNER, ANN, grocer, Halifax. Pet. Feb. 26. March 13, at three, at office of Sol. Rhodes, Halifax

TURNER, JOHN, farm bailiff, Goybrey. Pet. Feb. 28. March 19, at eleven, at office of Sol. Watkins, Pontypool

TYAS, AMOS, fancy woollen manufacturer, Huddersfield. Pet. Feb. 27. March 16, at eleven, at office of Sols. Messrs. Barker, Huddersfield

TYERMAN, JOHN, box maker, Nottingham. Pet. Feb. 25. March 17, at twelve, at offices of Sol. Brittle, Nottingham

WALDY, CHARLES RICHARD WILLIAM WALDY, clerk in holy orders, Gussage All Saints. Pet. Feb. 26. March 23, at eleven, at office of Sol. Rawlins, Wimborne Minster

WALSH, HENRY, game dealer, Chorlton-upon-Medlock, Manchester. Pet. Feb. 26. March 16, at three, at offices of Sols. Heath and Sons, Manchester

WATSON, WILLIAM, iron shipbuilder, Sunderland. Pet. Feb. 18. March 16, at twelve, at the Queen's hotel, Sunderland. Sol. Robinson, Sunderland

WATTS, WILLIAM, tobacco pipe manufacturer, Norwich. Pet. Feb. 26. March 16, at twelve, at offices of Sols. Emerson and Sparrow, Norwich.

WELLS, THOMAS, china dealer, Collingwood-st, Mile-end. Pet March 2. March 17, at ten, at office of Sol. Goatley, Westminster bridge-rd

WHITEHEAD, WILLIAM, boot maker, Barnet-st, Hackney-rd, Bethnal-green. Pet. Feb. 26. March 24, at two, at office of Sol. Lind, Beaufort-bdgs, Strand

WHITEHOUSE, JOHN, farmer, Northfield. Pet. Feb. 27. March 16, at twelve, at offices of Sol. Fallows, Birmingham

WHITFIELD, SAMUEL, farmer, Sutton. Pet. Feb. 27. March 20, at three, at the George hotel, Shrewsbury. Sol. Richards, Shrewsbury

WIESSNER, LEOPOLD MORITZ, jeweller, Churton-st, Pimlico. Pet. Feb. 26. March 17, at eleven, at office of Sol. Thorp, Cranbourn-st, Leicester-sq

WIGHTMAN, SAMUEL RADFORD, hosiery manufacturer, Nottingham, and Kirby-in-Ashfield. Pet. Feb. 25. March 16, at twelve, at office of Sol. Hogg, Nottingham

WILLIAMS, JOHN NICHOLAS, mariner, Ramsgate. Pet. Feb. 27. March 16, at three, at office of Sols. Treherne, and Wolferstan, Ramsgate

WILLIAMS, ROBERT, hotel keeper, Llanrwst. Pet. Feb. 24. March 11, at twelve, at the Eagles hotel, Llanrwst. Sol. James, Llanrwst

WILLIAMSON, GEORGE, butcher, High-st, Hoxton. Pet. Feb. 27. March 16, at eleven, at offices of Sol. Plunkett, Gutter-la, E.C.

WILSON, WILLIAM, licensed victualler, Stokes Croft, Bristol. Pet. Feb. 24. March 14, at twelve, at offices of Hancock, Trigg, and Co., accountants, Bristol. Sol. Bowles, Bristol

Dibidends.

BANKRUPTS' ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Cooper, E. F. H. of Widdecombe-in-the-Moor, further 1s. 3d. Daw, Exeter.—*Rixon*, A. W. solicitor, first 1½d. Paget, Basinghall-st.—*Snow*, P. T. lieutenant-colonel, third 1s. 7½d. and 6s. 4d. to new proofs. Paget, Basinghall st.—*Titherington*, W. cotton broker, Liverpool, third 2s. 2d.—*Woodgate*, E. electro-plate manufacturer, first 12s. 1½d. Paget, Basinghall-st

Atkes, W. and W. A. merchants, 5d. At Sols. West and King, 68, Cannon-st.—*Chatthorn*, T. hosier, first and final 3s. At Sols. Man and Son, 1, New-st, York.—*Drury*, C. V. victualler, 5s. At Sols. Munn and Mace, Tenterden.—*Gardner*, J. grocer, first 10s. At Trust. S. Chetwood, Sun-st, Waltham Abbey.—*Gicht*, C. glass dealer, first and final 1s. 6d. At Sols. Saunders and Bradbury, 41, Cherry-st, Birmingham. — *Hinchcliffe*, E. silk manufacturer, first and final 1s. 8½d. At Trust. W. Cross, 17, Duke-st, Macclesfield.

Jeffery, J. R., *Jeffery*, W. S., *Jeffery*, F. J., *Barnard*, J., *Waits*, W. H., and *Heard*, W. silk mercers, third 5d.; first sep. of 1s. 8d. of J. R. Jeffery; first and final sep. of 9d. of W. S. Jeffery; first and final sep. of 1d. of F. J. Jeffery; first and final sep. of 1-5d. of Barnard. At offices of Baggs, Clarke, and Joselyne, 28, King-st, Cheapside.—*Mitchell*, T. C. chemist and druggist, first, 5s. 2d. At Trust. J. Routh, Royal Insurance-bdgs., Park-row, Leeds.—*Powell*, H. of Bathampton, first and final, 1s. 10d. At Trust. W. M. Wilson, Bridge-st., Salisbury.—*Roberts*, T. farmer, first 4s. At Sols. P. Llanwarne, 8, St. John-st, Hereford.—*Rollaston*, S. clerk, second 3s. At Trust. S. Wills, Wadebridge.—*Taylor*, H. B. wine merchant, first 3s. At offices of Minton, Boyes, and Child, accountants, 2, Carey-la.

Orders of Discharge.

Gazette, Feb. 24.

HODES, GEORGE, and HODES, WALTER, engineers, Worthing

MATTHEWS, JAMES, bricklayer, Upper James-st, Golden-sq

THOMPSON, RICHARD, grocer, Scarborough

THORPE, RUPERT WILLIAM, commercial traveller, Wolverhampton

BIRTHS, MARRIAGES, AND DEATHS

BIRTHS.

BLAKE.—On the 26th ult., at 20, Stanley-gardens, Notting-hill, the wife of Charles Henry Blake, Esq., of a son.

EVERITT.—On the 1st inst. at 27, Cleveland-square, Hyde-park, the wife of F. W. E. Everitt, of Lincoln's-inn, barrister-at-law, of a son.

GLENN.—On the 23rd ult., at South Norwood, the wife of R. G. Glenn, Esq., LL.B., barrister-at-law, of a son.

STARLING.—On the 6th ult., at Malabar Hill, Bombay, the wife of M. H. Starling, Esq., barrister-at-law, of a son.

WALKER.—On the 2nd inst., the wife of James Douglas Walker barrister-at-law, of a son.

MARRIAGES.

JONES—LAVER.—On the 28th ult., at St. Andrew's, Well-street, Francis Augustus Jones, solicitor, Chelmsford, to Bessie, widow of the late Samuel Laver, Carlisle.

DEATHS.

ANDERSON.—On the 24th ult., at Long Benton, near Newcastle-on-Tyne, Joseph Anderson, Esq., solicitor, Westgate-street, Newcastle-on-Tyne.

BROWNE.—On the 27th ult., at The Park, Nottingham, age 47 Walter Browne, solicitor.

COX.—On the 26th ult., at Putney Park Lodge, Putney, age 79, George Cox, of 4, Cloak-lane, London, solicitor.

HOLMES.—On the 27th ult., at 20, Sunderland-terrace, Bayswater, age 44, Charles Arbuthnot Holmes, barrister-at-law.

KING.—On the 21st ult., at Grantham, Lincolnshire, age 80, John Poore King, solicitor.

MACANDREW.—On the 2nd inst., at Randolph-crescent, Edinburgh, J. Macandrew, solicitor before the Supreme Courts of Scotland.

NICHOLS.—On the 26th ult., at Farnham, Surrey, age 68, Ben Nichols, for many years a solicitor in that town.

SCOTT.—On the 3rd inst., at 32, Eccleston-street, age 48, William Carmalt Scott, Esq., judge of County Courts.

SHARON.—On the 1st inst., at Chesterfield, Derbyshire, Frances Catherine, wife of Thomas Shipton, solicitor.

SILVESTER.—On the 26th ult., at Worthington, near Wigan, age 74, Edward Edge Silvester, Esq., J.P.

TREHERNE.—On the 25th inst., Martha, the beloved wife of John Thomas Treherne, solicitor, of 20, Ironmonger-lane, Cheapside; also of Acton and Ramsgate.

WALTER.—On the 22nd ult, at Ember Grove, Thames Ditton, and of 11, Newgate-street, age 50, William Walter, solicitor.

To Readers and Correspondents.

MR. THOMAS GOFFEY.—A correction of the names of the attorneys in the report to which you refer shall be made in the Reports next week.
Anonymous communications are invariably rejected.
All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.

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The Law and the Lawyers.

SOME interesting points of election law have arisen during proceedings at chambers in connection with the pending election petitions. Of one we give a report elsewhere, the LORD CHIEF JUSTICE having ordered particulars to be given by the petitioners eight days before the day of hearing, with leave however to add any fresh particulars of cases coming to their knowledge after the commencement of the eight days. This is a considerable modification of the old practice, and we understand that the order will be appealed to the court. The other case to which we refer raises the question from what period the twenty-one days within which a petition must be filed is to run—from the posting of the return by the returning officer, or from its receipt by the Clerk of the Crown? The fate of a member may depend upon the way in which this point is decided. It would be well if an Election Judge were sitting at chambers, the pressure of business having been serious during the last few days.

THE railway companies are being hit hard by barristers in the matter of unpunctuality, the example of Mr. FORSYTH, Q.C., at Reading, having been followed by Mr. C. H. TURNER, of the Chancery Bar, at Marylebone. The plaintiff sued the Great Western Railway Company, not only for expenses entailed by having to sleep at an hotel when he had a return ticket by which, if the trains had carried him according to the time bills, he could have returned to town the same night, and for loss of time, but for loss of his franchise, the object of his journey being to vote at the recent election. Owing to delay on the railway he arrived at the booth two minutes late, and was consequently unable to voto. Mr. Serjt. WHELLER has reserved his judgment until the 14th of April. In another case, heard and decided at Salisbury, by Mr. LEFROY, the South-Western Railway Company was held guilty of negligence in delaying a train until the arrival of a train on another line. This is important, as trains on one line (if not competing) frequently wait in trains on another line. The learned Judge said that negligence of one company did not excuse another, and that there was no sufficient explanation of the failure to be at the destination at the time advertised in the time bill.

THE growing pressure of work thrown upon the Education Department of the Privy Council by the working of the Elementary Education Acts of 1870 and 1873 has again necessitated an increase of the permanent staff. Many of the existing Inspectors of Schools have found it difficult, even with the help of the assistants who were assigned to them in 1870, to keep pace with their work, as every month adds new schools to their lists. In many cases managers are prevented from placing their schools under Government supervision and obtaining annual grants, solely by the impossibility of procuring the services of a certificated teacher, and it may be expected that the number of successful candidates at the last Christmas examination, the results of which will be published in a few days, will not be found nearly sufficient to supply the demand. Five additional Inspectors of Schools are at once to be appointed, and will shortly be gazetted. It is believed that the nominations have already been made by the Lord President, the Duke of Richmond. In addition, the staff employed in the office of the department at Whitehall has been increased by the addition of three examiners, Messrs. Pooley, Robertson, and Ritchie, of whom the two former gentlemen had previously acted as Inspectors of Returns under the Act of 1870.

IN a pamphlet, the main features of which we notice at length elsewhere, Lord Justice CHRISTIAN discusses the relative positions of law and equity, and arrives at the conclusion that to appoint a common law lawyer to an equity court involves a radical misconception. It follows necessarily from this that he considers that for the purposes of the Judicature Act, equity lawyers should be raised to the Bench in preference to professors of the common law. At the same time, however, he admits that "to be a good equity lawyer one must begin by being a good common law lawyer." Admitting this, we do not quite see how it is possible to follow his lordship, when he objects to the appointment of common law lawyers to the Equity Bench. There are very few lawyers in the present day who do not know a good deal of equity, and it is the practice of the Court of Chancery which makes it difficult for a member of the Common Law Bar to administer equity satisfactorily. But even on this ground we question whether an eminent common law lawyer would refuse an equity judgeship, and we doubt whether Lord Justice CHRISTIAN is right in his facts when he says that Sir JOHN COLERIDGE refused the Mastership of the Rolls from a want of confidence in his capacity to deal with the work of the court. Again, in his comments upon the present constitution of the Court of Appeal in Chancery, we do not think that the LORD JUSTICE is reasonable in his inferences. He notices quite properly that Lord Justice MELLISH in cases of pure equity observes a discreet reserve, leaving his colleague to deliver judgment, and contenting himself with simple concurrence. What would happen, asks Lord Justice CHRISTIAN, if the common-law member of the court were the senior Lord Justice? The reply is that he would be worked harder than a Judge familiar all his life with equity jurisprudence; but that he would deliver luminous and sound judgments we have not the smallest doubt. This is not Lord Justice CHRISTIAN'S opinion; he considers that "the equity Lord Justice would be compelled in every case of difficulty or importance to deliver a second full judgment for the purpose of dispelling the confusions or supplying the shortcomings of his undisciplined leader." What idea can be entertained by the LORD JUSTICE of the capacity of the

eminent men practising at the Common Law Bar that he should consider them absolutely "nescient" of the principles of equity jurisprudence or incapable of solving a problem in equity? But the LORD JUSTICE throughout his pamphlet is driven to extremes, and in this instance he uses one of his wildest suppositions. "And let me," he says, "add this further proposition, that this self-asserting (*sic*) Common Law Justice instead of being a MELLISH, were merely some declaimer from the Old Bailey or the Guildhall, and I ask how long then the Court of Appeal in Chancery in England would continue to justify the great name that has come down to it?" What possible object is there in supposing utter impossibilities? We might as well ask, supposing the O'DONOGHUE were made Lord Chancellor of Ireland, what would happen to the court of Lord Justice CHRISTIAN? We are willing to admit, however, that as a Court of Equity the English Lords Justices' Court was stronger in the days of their Lordships' predecessors; but that as at present constituted, dealing largely as it does with joint-stock and bankruptcy cases, it is an excellent Court of Appeal no one can dispute; and we certainly cannot agree that it affords any argument against the appointment of common law lawyers to the Equity Bench, or to any division of the future High Court.

IT is the proverbial wish of the vindictive that their enemy should write a book; and we regret that Dr. KENEALY should have voluntarily placed additional weapons of destruction in the hands of those who desire to see him degraded, by writing to the newspapers: first, a letter amounting almost to a challenge; and, secondly, a letter of explanation and *quasi* apology. We regret it the more because it is perfectly evident that the learned gentleman has been, as we stated last week, led away by his peculiar temper, and by the force of circumstaces, and we believe him when he says that he means no disrespect to the Judges who presided at the recent trial. The first of his two letters was altogether of a piece with his speeches, full of rhetorical sarcasm and covert abuse, whilst it was intended to be an exculpation and justification. One portion of the letter deserves particular notice, because it refers to proceedings believed to be pending. Why, asks Dr. Kenealy, did not the judges commit him for contempt, instead of waiting until after the trial to persecute him and crush him in some hole and corner investigation? The great majority of the learned counsel's indiscretions and improprieties possibly were not contempts in the technical sense, and it would have been exceedingly inconvenient to have dealt with them as such while the trial was proceeding. Further, it must not be assumed that the conduct of an advocate which is not punishable as contempt is therefore not a matter to be taken cognizance of by the governing bodies of the Bar. The serious question which the Benchers if they do their duty must investigate is whether a member of an inn of court has been guilty of any offence against the rules of conduct which must be strictly observed if the Bar of England is to maintain its reputation, and further, whether by violating those rules he has proved himself to be a person who cannot be safely entrusted with the high and responsible privileges of an English barrister.

WE believe that the "Railway Travellers' Protection Society" will shortly put forward its full prospectus. The minimum subscription is to be fixed at 10s. annually for the general, and 3s. 3d. annually for the mercantile public. In return for this small amount subscribers are to be entitled to the assistance of the society in obtaining redress of railway grievances. Besides the attainment of a reasonable prospect of safety in travelling, the society is to do its best to secure remedies for inconvenient arrangements at booking offices, unpunctuality of trains, inadequacy of train and station accommodation, and defects of comfort in railway carriages and stations. As regards goods traffic, terminal charges, special rates, and the clearing house classification, are to be carefully scrutinised. Reports of railway cases, whether heard before the railway commissioners, or the courts of law, reports of the Board of Trade on railway companies, and the half-yearly reports are to be collected and registered, while the companies are to be supported in any improvements which they may show a disposition to introduce. The attention of the Government is to be called to the shortcomings of particular companies, and fresh railway legislation is to be promoted when found desirable. The whole forms an ambitious programme, and one which, if judiciously carried out, is likely to be widely useful. Those companies who conduct their business properly will be gainers rather than losers by it, inasmuch as they will have grievances brought before them with the deliberation and calmness of a public prosecutor. As for those companies who conduct their business improperly, the sooner they are prosecuted and punished the better. The present special modes of proceeding against railway companies appear to be three, either (1) by means of the Board of Trade, under 7 & 8 Vict. c. 85, s. 17, whenever it shall appear to the Board of Trade that a company is either contravening a statute or acting "in a manner unauthorised" by statute (as to which see *Attorney-General* v. *Great Northern Railway Company*, 29 L. J. 794, Ch.); or (2) by an application to the Railway Commissioners (under 36 & 37 Vict. c. 48) to enjoin a railway company to give "reasonable facilities for the receiving, forwarding, and delivering of traffic, or to cease giving an undue preference (as to which see *Baxendale* v. *Great Western Railway Company*, 5 C. B., N. S., 336; 32 L. T. Rep. 128); or (3) an action for damages. The consciousness of belonging to a society which will at all events know which of these three remedies to select will inspire a new vigour into railway passengers. And if a grievance be discovered which the law cannot remedy, the companies, well aware of the significant clause which is to be found in every special railway Act passed since 1845, to the effect that "nothing herein contained shall . . . . exempt the railway by this Act authorised to be made, from the provisions of any general Act relating to railways . . . . or from any future revision or alteration under the authority of Parliament, of maximum rates and charges," will no doubt hasten of their own accord to provide a remedy.

THE great weight of Lord ST. LEONARDS' authority makes any extra-judicial statement of his almost as binding as the decision of a Judge, and his works are constantly quoted as decisive upon any point to which they refer. We would therefore respectfully urge that the statement on p. 301 of his work on Powers, relative to the interpretation of the 27th section of the Wills Act, requires modification, both in view of the end and scope of the statute itself, and of actual decision explanatory of it. That section provides that unless a contrary intention appear by the will, a general devise or bequest will include property over which the testator has a power to appoint in any manner he may think proper. The important question in interpreting this clause is, What is meant by a general power or a power to appoint "in any *manner*" the testator "may think proper?" The words of Lord ST. LEONARDS are, "General powers only therefore are within the statute, and a general power of disposition is for this purpose deemed equivalent to a fee." That is to say, the power must be one exercisable either by deed or will in favour of any person whom the testator may select, the words "in any manner" relating not only to the objects of the power, but also to the instruments by which it may be executed. A general testamentary power, therefore, according to this view of the clause, would not be legally executed by a general devise or bequest. This seems, however, to be a very artificial construction of the Act, and is entirely opposed to its spirit, which was to facilitate rather than impede the execution of powers. And the statute, relating exclusively to the making of wills and other testamentary instruments, contemplates no other than a testamentary execution of a power, and cannot be supposed to lay down rules, even constructively, in respect of the execution of powers by deed. The words "in any manner" are sufficiently satisfied by explaining them to mean "in favour of any objects whom he may select" in contradistinction to a power to appoint to children or any other limited class; and indeed, the above quoted dicta of Lord ST. LEONARDS may now be regarded as practically overruled. And the case of *Moss* v. *Harter* (2 Sm. & G. 458), quoted in Powers 8th edit., p. 305, scarcely justifies the narrower construction. In that case there was a power to appoint by instrument in writing and gift over in default of appointment. The donor of this power appointed part by deed, and afterwards made his will, by which he gave all his personal estate not otherwise effectively disposed of, and all that the decision amounted to was that the testator did not intend to deal with property which was otherwise effectually disposed of. The cases of *Bush* v. *Cowan* (32 Beav.); *Prover* v. *Hassel* (1 J. & H.), and *Minton* v. *Kirwood* (18 L. T. Rep. N. S. 781), seem to be decisive in favour of the more liberal interpretation.

THE case of *Hatton* v. *Heywood*, which came lately before the Lord Chancellor and the Lords Justices, clearly defines and places in a satisfactory position the relative rights and duties of judgment as compared with simple contract creditors. The law was previously perfectly clear as to judgments which affected the legal estate in land. This, however, was a case which only affected an equity of redemption, the debtor having previously mortgaged the property. A judgment was obtained, but as the legal estate was outstanding in the mortgagee, the land could not be delivered in execution. The law on the subject is embodied in three statutes, viz., 1 & 2 Vict. c. 110, according to which judgments are to operate as a charge on all the debtor's interests in land; 23 & 24 Vict. c. 38, which requires that all judgments shall, in order to take effect, be duly registered in the manner provided by the Act, and enforced within three months of registration. Unless these conditions be complied with, the judgment is null and void as against purchasers and mortgagees with or without notice. Hence the inconsistency has been avoided which is to be found in some of the decisions concerning the registration of deeds in places where there is a Land Registry, requiring registration for the validity of an instrument, and yet holding that notice of an unregistered, that is, of an incomplete and invalid instrument, shall affect purchasers. The third statute is 27 & 28 Vict., which provides that no judgment shall affect any land which has not been actually delivered in execution by writ of eligit or other lawful authority. These statutes exhibit a varying tendency on the part of the Legislature, and the

rights of judgment creditors have been considerably curtailed by the two last-named statutes, which expressly refer only to legal interests, whereas 1 & 2 Vict. c. 110 declares that judgments shall operate as a charge on all the debtor's interests in land, that is, we may presume, legal or equitable. The decision in this case furnishes an admirable instance of the *ratio decidendi* as applied to the interpretation of a statute. It establishes an equitable as well as a legal remedy in cases of this class, and lays down the rule that when the interest is equitable, and the sheriff returns *nihil*, and the bill is not filed till the debtor becomes bankrupt, no charge is established before the bankruptcy which can be set up against the trustee; but that *e contra* (according to Lord Justice MELLISH'S judgment) whilst legal interests may be reached by the judgment creditor by means of an action at law, equitable estates may be vested in the creditor by a decree of a court of equity, "which therefore does in respect of equitable interests that which the sheriff's return does as to legal interests;" the decree in equity being the "other lawful authority," referred to in addition to the writ of *elegit* in the statute 27 & 28 Vict. c. 112, which therefore leaves the earlier statutes in force except in so far as they are expressly repealed.

LORD JUSTICE CHRISTIAN ON IRISH APPEALS.

THE Irish Lord Justice (Christian) has published some observations upon the pending changes in the appellate system of the United Kingdom, and with his usual vigour he points out what he conceives to be the dangers attending the abolition of the jurisdiction of the House of Lords. The Judicature Act does not deprive Ireland of the right of appeal to that House, but Lord Justice Christian foresees that this remnant of judicial power will soon be taken away, and he predicts that the consequences will be most disastrous. The grounds upon which he arrives at this conclusion are not altogether flattering to Irish lawyers, whilst, on the other hand, they must be very gratifying to English lawyers. Looking at the provisions of the Act, and the importation of Irish judges into the Court of Appeal, our learned author considers it likely that in course of time Irish appeals will be heard by a band of Irish judges sitting in Dublin. We cannot agree that this catastrophe is at all probable, and we, indeed, recently published, on what we deemed to be sufficient authority, a rumour that the disposition of the Conservative Government was rather in favour of restoration than of further demolition. The views of such a judge as Lord Justice Christian must, at a time like the present, carry considerable weight, and if there was foundation, in fact, for the rumour we have mentioned, his pamphlet should influence ministers and induce them to stop at the point now reached if they cannot see their way to giving back the jurisdiction which the Lords have already abandoned.

We must confess, however, that we are somewhat surprised to find the Lord Justice taking such remarkably strong views in favour of the old jurisdiction of the House of Lords. Overlooking entirely the inherent weakness of the tribunal, and its haphazard constitution, he finds in it an object not only of his veneration and respect, but of his unbounded enthusiasm. He speaks of it as having preserved the unity of jurisprudence, and thereby given strength and substance to the parchment bond of union between the two countries, "for happily," he says, "it is not in the way of paper ordinance merely that the law of England has been the law of Ireland; the Anglican spirit and genius have *hitherto*, as a rule, inspired the Irish tribunals in their administration of that law." This we willingly concede—it is desirable that the law of the United Kingdom should come from one source; but the question is whether the two or three law lords who have been in the habit of sitting on appeals could be considered from an imperial point of view a satisfactory tribunal. As an English court of appeal from the Lords Justices and Lord Chancellor, and the Court of Exchequer Chamber, it was inefficient; but it must be acknowledged that whilst inefficient as a court of appeal from English courts, it may be, and probably is, an excellent court of appeal from Irish Courts. At any rate it would seem to be the opinion of the Lord Justice that an appeal to even inferior English Judges sitting at Westminster would be better than an appeal to the ablest Irish Judges sitting in Dublin. He tells us, indeed, that "Her Majesty's Court of Appeal," as constituted under the Judicature Act, when extended to Ireland, may be found as satisfactory to that country as the House of Lords has been, *but more so it cannot by any possibility prove*. He adds, "The contentment of Ireland, with that House as its court of last resort has, in fact, been boundless." The Lord Justice, in his experience of nearly forty years, has "never heard a murmur against it." "The Judges whose decisions may have been reversed, even the unsuccessful parties or their counsel, however disappointed by the result, never reclaimed against that tribunal"—which, if true, shows the Irish to be a much maligned race—"and even when, as would sometimes happen, the reasoning of the Law Lords might seem a little bald and inconclusive, it was still the same; no one cared to look beyond the mere *factum* of their conclusion. In short, the House had won for itself that fulness of acceptance which is the truest touchstone of desert for a court of last appeal, when all would be ready to say, after the decision was made, '*Now* we know it is the law, because *they* have said it is.'"

We venture to think that no condemned tribunal—and condemned out of its own mouth—ever possessed a blinder panegyrist, and we fear that the excess of the zeal of the Lord Justice must detract from the cogency of his remarks. We find it very difficult to believe that no murmur has ever arisen within the last forty years from Irish Judges whose decisions have been reversed, and from unsuccessful counsel and parties. Possibly such murmurs would not reach the ears of so devoted an admirer of the tribunal as Lord Justice Christian; but if the fact be as he states it, there must have been a predisposition to consider Irish Judges as likely to be in the wrong. With a strong Bench in Ireland, and a Bench in the ability of which the people believed, it seems to us impossible that the decision of two English ex-Chancellors and a Scotch Law Lord reverisng a decision of that Bench should be received without discontent. The Lord Justice evidently does not desire to cast any reflection upon the Irish Bench as a body, and we must assume that it is regarded with respect. This being so, the absence of discontent is an extraordinary circumstance, and proves either that the Irish people accept the decisions of a tribunal on its reputation without regard to its constitution, or that they possess very limited power of discernment.

The important question is, however, whether the tribunal, such as it is, should be retained or be abolished, and a new court created which by possibility so far as Ireland is concerned, may become a purely Irish Court of Appeal—that is a court composed exclusively of Irish judges. The first point to be agreed upon is this: supposing the jurisdiction of the Court of Appeal to be extended to Ireland, is it probable that Irish cases will be relegated to an Irish division of the Court of Appeal? The Lord Justice does not seem to have any doubt on the matter. "It may be anticipated with tolerable certainty," he says, "that, as a rule, the divisional courts that would sit for Irish appeals would be, in the whole or in the majority, composed of Irish judges." Why? Because, says the Lord Justice, the English members of the court would find themselves burdened with English business, and would say to the Irish members "mind your own business and leave us to ours." To find a man of the ability and capacity of Lord Justice Christian arriving at such a conviction is certainly amazing. To believe in a result of that kind is to underrate the common sense and conscientiousness of English judges; moveover, such a division of labour would be altogether opposed to existing notions of what a Supreme Court of Appeal ought to be and how it should do its work. But according to Lord Justice Christian, not only the English Judges would be anxious to promote the relegation of Irish business to the Irish members. "Depend upon it," he says, they would be supported in maintaining that distribution by the English suitors and the English Bar. These two classes would not only grumble at any delay in their own affairs, but they would energetically reclaim against any active interference of the Irish element with themselves." Could anything be more preposterous or absolutely baseless? There have been delays enough in the House of Lords, but it has never been urged, to our knowledge, that Irish and Scotch business should be put on one side. Before suitors or the Bar could have a voice in the matter, however, the Judges would have to initiate the division of business. This we are satisfied they never would do, and consequently it becomes unnecessary to discuss the possible action of other persons interested. It also becomes unnecessary to consider further whether the appellate court would be likely to be transferred to Dublin.

We cannot help thinking that the Lord Justice has been oppressed by the thought of what might happen if Irishmen were left to manage their own affairs. A passage which he puts in italics is very significant. It is this: "The inevitable outcome of it all would be that the function of supreme appeal for Ireland would eventually fall into the hands of a little band of Irish Judges located in Dublin." From this fear oppressing the mind of the Lord Justice arises all that he imagines—first, the division of the Court of Appeal into as many departments as there are countries from which appeals come (certainly, if the Lord Justice's theory is correct as to Scotland and Ireland); and, secondly, local apellate courts—hence the degradation of the law, damage to society, and, lastly, the loosening of the bonds of union between the countries.

The answer to all this is perfectly simple. In the first place it is by no means certain that the Irish and Scotch appeals will be taken away from the House of Lords. Supposing they were, what says the Judicature Act? That in the absence of rules or orders of court the jurisdiction of the Court of Appeal shall be exercised as nearly as may be in the same manner as the same might have been exercised by the respective courts from which such jurisdiction shall have been transferred, or by any of such courts: (s. 23.) No order of court could possibly be made by which particular business should be disposed of by Judges who came from the same country as the business, and the Judges could not venture to arrange matters amongst themselves so as to secure such a result Whilst, therefore, we repeat that the observations of Lord Justice Christian are entitled to high consideration, we are driven to the conclusion that, impelled by his dread of Irish legal business being entirely localized, he

has unduly exalted the virtues of the House of Lords, and bases his regrets for the possible abolition of its Irish jurisdiction entirely upon his fears. If his fears are quieted, if it appears that the Court of Appeal for the empire will treat all business alike, the whole of his argument falls to the ground. On the other hand, however, his Lordship makes some suggestions which are well worth considering. One is that the Judges of England and Ireland should be Judges of both countries, English Judges going Irish circuits, and *vice versâ*. This, perhaps, might be better for Ireland than England. Another is that the Bars of both countries should be thrown open and have free inter-communication. This the Lord Justice regards as likely to lead to the abolition of a Lord Chancellorship in Ireland. He concludes his observations by recurring to the proposal of last July to hand over the Irish appeals to the new court. "That proposal," he says, "if carried into effect, would make the first step towards a disastrous partitioning by nationalities of the supreme pronouncements of the law, a dislocating of our one living unity, the unity of jurisprudence, and a slackening of our best curb upon the disintegrating forces which underlie the Irish policy of these latter years. The fusion of law and equity is very well in its way, but the fusion of England and Ireland is a greater subject still; and if the so much vaunted Judicature Act should be found so to work as to obstruct or retard by even a little that noblest consummation, it will have done a mischief for which not all the good that the most devout of its votaries could anticipate for it, within its own more narrow sphere, would be an adequate equivalent."

THE LIABILITY OF INFANTS TO BANKRUPTCY.

WE have recently had occasion to advert to a decision of a learned County Court Judge to the effect that an infant against whom damages had been obtained in an action of tort might be adjudicated bankrupt. We expressed our doubts as to the soundness of his Honour's law, and the question raised, being undecided by any case under recent Acts of Parliament changing the operation of the law of bankruptcy is one of some interest.

The history of the bankruptcy law with reference to infants is somewhat curious. Early authorities, notably Lord Cowper and Lord Macclesfield, decided that a commission might issue against an infant, but in *Ex parte Sidebotham* Lord Hardwicke said that since those judges had pronounced their opinions the law had been declared to be the other way. It is not quite clear to what Lord Hardwicke refers, but it is evident that in his time it was considered as absolute law that a commission against an infant was at any rate voidable, that is to say, that an infant might bring his action against his assignee, and, on proof of infancy, vacate the commission. Lord Holt also decided that an infant could not be a trader subject to a commission, and he said that though the debts of an infant are only voidable at his election, yet no man can be made a bankrupt for debts which he is not obliged to pay. These early decisions would appear so thoroughly to have settled the law that as stated in the argument in *M'Lean* v. *Dummett* (22 L. T. Rep. N.S. 710), it has ever since been considered that an infant could not be made a bankrupt unless he had induced persons dealing with him to believe him to be *sui juris*. Had there been no reform in our bankruptcy laws concerning the class of persons to be brought within their operation, no question could have arisen with a chance of being decided otherwise than in accordance with the decision of Lord Hardwicke. The Act of 1861, however, made all debtors, whether traders or non-traders, liable to bankruptcy, and the point now to be considered is whether the fact that non-traders are liable to be made bankrupt alters the position of infants.

It is of course not open to question that in respect of contracts an infant's liability is not affected by the fact of his being a trader. For any debt due by virtue of any contract save for necessaries he is not liable, and inasmuch as (to use the words of Lord Holt) he cannot be compelled to pay his debts, he cannot be made bankrupt in respect of them. The question of trader or no trader is therefore immaterial, and under the Act of 1861 it was decided (in the cases of *Smedley* and *Prosser*), that infants might make themselves bankrupt on their own petition, whilst under a colonial Act "for the more effectual settlement of the debts of insolvent traders," an infant trader was held not liable to be adjudicated bankrupt on the petition of a creditor: (*Maclean* v. *Dummett*). A correspondent has submitted that this last case does not affect the ruling of the learned County Court Judge, having been decided upon a statute dealing with traders. It is, however, on that score none the less of an authority upon the general question; but we notice in the judgment delivered by Lord Justice Giffard, it is said "Their Lordships are clearly of opinion that if any action has been brought against Maclean, a plea of infancy would have been fatal to that action; and therefore upon that ground that these proceedings in bankruptcy ought to have been superseded." This observation is in favour of the view that where a debt is the result of an action to which infancy could not be pleaded, it may ground bankruptcy proceedings against an infant. But does it go the length of establishing that an infant can be made a bankrupt on a judgment in an action for unliquidated damages? We shall be very glad if it can be so held, as in that event the adjudication by the County Court Judge was perfectly right. What then is the effect of the verdict and judgment? It would appear clear that the case would come within the section of the Debtors' Act which says that "any court may direct any person in pursuance of any order or judgment of that or of any other competent court to be paid by instalments," and in default of payment to commit to prison. If then an infant under such order might be committed, why might he not be made bankrupt?

As we have stated, the old authorities proceeding on the ground that no one could be made bankrupt upon a claim which he was not bound to satisfy, decided that an infant could not be made a bankrupt. Non-traders have been liable to bankruptcy since 1861, but during the thirteen years which have elapsed it has not been held that an infant could be compulsorily made a bankrupt. Mr. Stonor is the first Judge who has so held. He has more reasons in support of his view than at the first blush we thought he had, and, whether he is right or wrong, it is difficult positively to say. The question is one which some time or other must be settled by high authority.

THE LEGAL ASPECT OF THE RAILWAY PASSENGER DUTY.

A STATISTICAL and energetic article in the *Railway News* of Feb. 21 in favour of the repeal of the passenger duty contains the remarkable statement that for the year 1872 alone the amount claimed from the railway companies was £960,000, of which the companies have paid only £506,189, for reasons which we will examine presently, and that the Inland Revenue are now suing for the difference. The Commissioners of Inland Revenue, it is added, complain of the great delays which the law allows the companies to interpose, and have reported that these delays will doubtless prove prejudicial to the shareholders when called upon for the accumulated arrears of duty. The sum of £300,000, to which the arrears must now amount, if our contemporary be correct (and there is no reason to doubt his correctness), is so enormous, that it becomes of real interest to taxpayers to inquire whether it is likely to be recovered. The point is purely a legal one, and lies in a very narrow compass.

By 7 & 8 Vict. c. 85 (the State Purchase Act 1844) s. 6, after reciting that "it is expedient to secure to the poorer class of travellers the means of travelling by railway at moderate fares, and in carriages in which they may be protected from the weather," it is enacted that "all passenger railway companies . . . shall by means of one train at the least to travel along their railway from one end to the other . . . once at the least each way on every week day . . . provide for the conveyance of third-class passengers to and from the terminal and other ordinary passenger stations of the railway," with statutory obligations and immunities, "and also under the following (seven) conditions, that is to say: . . . such train shall, *if required*, take up and set down passengers at every passenger station which it shall pass on the line . . ." The other conditions are, approval of the time by the Board of Trade, speed of twelve miles an hour, including stoppages, protection from the weather, maximum fare of one penny a mile, allowance of certain weight of luggage, and half fares for children. By s. 9, "no tax shall be levied . . . from the conveyance of passengers at fares not exceeding one penny for each mile by any such cheap train as aforesaid." These two sections of the Act of 1844 contain, we believe, the whole law of the subject. Now for the facts. We presume that the following extract from the Report of the Select Committee on Railway Amalgamation 1872, p. xvii., may be taken to be correct:

> The differences in principle between the companies and the department of Inland Revenue are serious. The companies claim exemption on all the trains they may run in the day which comply with the Parliamentary condition of conveying passengers at fares not exceeding 1d. a mile, provided they are approved by the Board of Trade. The Inland Revenue denies their right to exemption unless the other conditions of the Act are complied with, as to taking up and setting down passengers, and so forth. The companies claim exemption on double journey tickets, where the aggregate fare is less than 1d. a mile. The department denies their right to exemption unless the single journey is also charged for at 1d. a mile, or less. The ocmpanies claim exemption where less than 1d. a mile is charged for the whole distance, although the trains may not stop at every station. The department deny the claim unless the train stops at every station throughout the whole journey. These questions are now (1872) being brought before the courts (*sic.*) of law. . . .

Now which is in the right, the companies or "the department?" The whole question, we think, depends upon what meaning is to be given to the words "if required" in the condition as to stopping at every station which we have set out *verbatim* above. Do they mean that each of the exempted trains must be prepared to stop at every station if required there and then, or do they mean that the power to require the stoppage is exhausted when the passenger takes his ticket for a station beyond any station which is advertised to be passed without stopping? *Quilibet potest renunciare juri pro se introducto.* Section 6, as the preamble shows, is for the benefit of the passenger, and why may he not waive a condition which may in some events be obviously prejudicial to him from the mere fact of delaying his journey? On the other hand it may

be argued that, the time tables of the company binding them, (see *Denton* v. *Great Northern Railway Company*, 25 L. J. 129, Q. B.), they have put it out of their power to stop if required by any passenger who should not choose to waive his right. Had not the section received judicial construction, it might be worth while to examine the worth of such like arguments *pro* and *con*. But we imagine that the Inland Revenue will enter the lists of the Court of Exchequer with a light heart, and bearing well in mind the case of *Attorney-General* v. *Oxford, Worcester, and Wolverhampton Railway Company* (31 L. J. 218, Ex.). It was there held by Chief Baron Pollock, and Barons Channell and Wilde, that the defendants were liable for duty in respect of trains which did not stop and put down passengers at every station; that inasmuch as the defendants claimed an exemption from a duty granted in very clear terms, it was for them to bring themselves precisely within the terms creating the exemption; and that the obligation to stop if required means that "the general arrangements of the train shall be such as to admit of a passenger stopping at any station he may pass." It is true that Baron Martin dissented from the judgment, and that the case is ever so faintly distinguishable from the ordinary cases upon which the present disputes arise, on the ground that the defendant company had by express agreement with another company, put it out of its power to stop at every station "if required" without breaking that agreement, whereas in the cases of to-day the companies have only put it out of their power to stop by advertising in their time tables that they will not; but with a decision so strong to all appearance against the companies, the only wonder is that the Inland Revenue are only "now suing" for the full duty, and have not recovered it long ago. One reason perhaps was—to quote again from the report of the Amalgamation Committee—the fear that the companies might withdraw the extra and highly popular facilities for third-class traffic which they have recently commenced giving. But the development of that traffic is becoming so prodigiously productive to the companies themselves that so suicidal a policy is in the highest degree unlikely. "The third-class traffic," in fact, "no longer requires either the compulsory legislation of 1844 or the stimulus of exemption from taxation." We have already expressed an opinion in favour of the remission or alteration of the passenger duty in general, though we do not quite concur in a public utterance made the other day, that the imposition of the passenger duty was "an act of barbarity worthy of the Emperor of Morocco." But we would ask the companies to consider whether they are coming forward with the best grace in the world to ask for the repeal of a duty, half of which they appear to have for some time ceased to pay.

SEARCHES, INQUIRIES, AND NOTICES.

(*Continued from p. 322.*)

As a large number of estates and interests, both in possession and reversion, are created by the exercise of powers of appointment, we must point out some precautions to be adopted in dealing with property which has been the subject of an appointment.

In nearly all settlements, whether made by will or deed, and whether of real or personal property, where the property is given to parents for lives, and afterwards to their children, it is usual to leave the extent of the share or interest of the children to the pleasure of the parents, and to give the children equal shares only in case the parents do not make any different appointment.

The object of giving the power of appointment to the parents is to prevent the children dealing with their shares whilst they are still reversionary, as no purchaser or mortgagee would care to part with his money for an interest which may be superseded at the will of the parents of the vendor or mortgagor. Moreover, it would seem that the giving the parents such a power enables them after the closing of a child's bankruptcy or insolvency to make an appointment in his favour, which will not operate for the benefit of his creditors, even if the share appointed be the same as the child would have taken in default of appointment: (*Re Vizard's Trusts*, L. Rep. 1 Ch. App. 588; 14 L. T. Rep. N. S. 815.)

The court of equity has established a rule that all appointments made in pursuance of limited powers must be made *bonâ fide* for the sole benefit of the appointee, and in cases of infringement of the rule, the court will set the appointment aside, and also all subsequent dealings consequent upon the appointment. In *Hall* v. *Montague* (8 L. J. Rep. 167, Eq.) a conveyance made for valuable consideration was set aside, as it proceeded upon an appointment made two days before the date of the conveyance by a father to his son, to enable the father and son to sell. In *Wade* v. *Cox* (4 L. J. Rep. N. S. 105, Ch.) an appointment of a fund made in favour of a son was, eighteen years afterwards, set aside in consequence of an arrangement that the trustee should retain part of the fund to pay a debt due from the father to him, and notwithstanding that the son had given the trustee a release.

As an appointment would be bad if made to a person not an object of the power, so it is equally bad if made to an object of the power with an agreement under which a person not an object of the power would get an interest, and the appointment and any subsequent settlement or dealing would be set aside (*Salmon* v. *Gibbes*, 18 L. J. Rep., N.S., 177, Eq.); but it would seem that an appointment made to a daughter previously to marriage with an understanding that a settlement was to be executed by which persons not objects of the power would derive benefits, would be good even perhaps where the terms were settled by the appointor (*Pryor* v. *Pryor*, 32 L. J. Rep., N. S., 731, Eq. and 33 *Ib.* 441, Eq.). (See also *Cooper* v. *Cooper*, L. Rep. 5 Ch. App. 203; 22 L. T. Rep. N. S. 1.)

Where a female is the object of a power of appointment the property may be appointed to her for her sole and separate use, but any attempted restriction against alienation will be void, unless, perhaps, where the appointee was living at the date of the instrument creating the power: (*Re Cunynghame's Settlement*, 11 L. J. Rep. 324, Eq.)

If the appointor intended to get a benefit by the appointment, although it cannot be actually proved that he did so, the court will set the appointment aside unless the persons interested in the appointment can prove that the appointor's intention was abandoned at the time of the appointment (*Humphrey* v. *Olver*, 28 L. J. Rep. N. S. 406, Eq.), and ignorance by the appointee of the intention of the appointor, or even of the existence of the appointment, does not alter the case: (*Re Marsden's Trusts*, 28 L. J. Rep. N. S. 906, Eq.) If the appointee agrees to carry out the wishes of the appointor it is immaterial whether the agreement be made before or after the appointment: (*Topham* v. *Duke of Portland*, 32 L. J. Rep. N. S. 81, Eq.)

A power to appoint by deed is well exercised by an appointment by will (*Bruce* v. *Bruce*, L. Rep. 11 Eq. 371; 24 L. T. Rep. N.S. 212), although the converse proposition does not hold good. A power can be effectually released so that any subsequent attempt to exercise it will be useless: (*Whittle* v. *Henning*, 17 L. J. Rep. N. S. 151, Eq., and 18 *Ib.* 51, Eq.) An appointment may be apparently invalid, yet certain subsequent events may have the effect of making it good as for instance where a person having a non-exclusive power of appointment among his four children makes an appointment of a part of the fund in favour of one and a subsequent appointment of the residue between two of the others. If the first appointment be good, the second will be bad, because by it the whole of the unappointed fund is dealt with, and one object of the power is altogether left out; but if the first appointment be set aside, the second will operate, because there will be some part of the fund to devolve upon the omitted object: (*Ranking* v. *Barnes*, 33 L. J. Rep. N. S. 539, Eq.) After a power has been once fully exercised, the appointor cannot again exercise it, notwithstanding an appointment may have been set aside.

In *Badham* v. *Ince* (2 L. J. Rep. N. S. 4, Eq.) it was decided that where a power of appointment in fee simple in favour of his children over an estate was given to a bankrupt, and, subject to the power, the estate was limited in tail to the children, with an ultimate remainder in fee to the bankrupt, the latter could not exercise his power in such a manner as would interfere with the ultimate remainder in fee limited to him.

Whenever a person is dealing with property the subject of a special appointment, he should be particular in inquiring what, if any, previous appointments have been made in exercise of the same power, and if any had been made he should, if possible, inspect them; he should also inquire both of appointor and appointee, whether any person other than the appointee was to receive any benefit from the appointment. Where the appointment was an equal one between all the objects of the power, it would seem that an agreement between the appointor and one of the appointees for the benefit of some person other than the appointee, would not vitiate the appointment. To ascertain whether any previous appointment had been made the only safe course to adopt is to inquire of the trustees, if any, and of all the other possible objects of the power.

(*To be continued.*)

SOLICITORS' JOURNAL.

THE Registrarship of the Lord Mayor's Court, which became vacant by the appointment of Mr. Brandon to the Assistant Judgeship of that court, is, we understand, about to be filled up. The appointment is, we believe, worth about £1000 a year, and is in the gift of the Court of Common Council of the City of London. The question of what arrangements should be made in reference to this office has been referred to the Law, Parliamentary, and City Courts Committee, of which Mr. Frederick Kent is chairman. We feel satisfied that the Court of Common Council, recognising the claims of solicitors to this post, and alive, as we are sure they are, to the necessity of bestowing it upon a professional man having practical experience and of business habits, will elect a solicitor to the vacant office.

REFERRING to the notices recently issued by direction of the Lord Chief Justice, and posted at judges' chambers, particular attention is called to the rules of Michaelmas Term 1867, as regards the business which the masters of the several courts are called upon to discharge in chambers. No doubt much work in chambers is often undertaken by judges which ought to be disposed of by the masters under the rules above referred to; and indeed we have known cases in which business having been disposed of by a judge, which should have gone before a master, another judge has been called upon to consider it as an appeal summons, which appeal is provided for under the rules in case either party is dissatisfied with a master's decision. We thoroughly approve, too, of the requirements in the notice referred to, by which, when on service of a summons, the usual notice is given that it will be attended by counsel, the name of counsel is to be written on the copy summons served on the opposite party. We hope to see this universally adhered to, and indeed it would be advisable that the notice of intention to attend by counsel as well as the name should be indorsed on the copy summons and on the original. As regards the necessity for certifying for counsel in such cases, in order to get the costs allowed on taxation, it is in practice often omitted by judges and masters, owing to their attention not being called to it. We think it should be in the discretion of the taxing masters to allow such costs without the usual certificate.

MR. PETER ELLIS EYTON, of Englefield House, Rhyl, Flintshire, who has been returned for the Flint boroughs in the advanced Liberal interest in the place of Sir R. A. Cunliffe, was born in the year 1830, and was admitted on the roll of solicitors in Hilary Term 1853. He was appointed town clerk and clerk to the magistrates of Flint in 1856. He is a director of many local companies, and also holds the appointment of Registrar of the County Court at Mold. What his views are in relation to the two branches of the Legal Profession is not known, but it may, of course, be assumed that he will not be found wanting in a desire to advance the interests of solicitors whenever an opportunity offers. It may also be expected that he will always be ready to raise his voice in the House of Commons in favour of confining the appointment to vacant offices usually held by solicitors to members of his own branch of the Profession.

THE duties of the taxing masters of the common law courts have by recent legislation become materially altered, and future legislation is likely to introduce further changes. We feel sure the authorities are taking, or will take, into their serious consideration the necessity of appointing solicitors to these posts as vacancies occur. Already the taxation of costs is a minor part of the duties of the masters, which are rather assuming the character of the work devolving upon the chief clerks in Chancery, and which offices are so ably filled by solicitors. With the operation of the Judicature Act, and abolition of pleading, the proper discharge of the duties of the masters at judges' chambers will more than ever involve a knowledge of the routine of a solicitor's office.

A CORRESPONDENT in our last issue complained of the delay in publishing the names of gentlemen entitled to honorary distinction in connection with the final examination at the Law Institution in Hilary Term last, and he compared this delay with the expedition used by the examiners at our universities on the same subject, and our correspondent added, parenthetically, that the latter examiners were selected because of their capacity to examine. It is perhaps not generally known that the examiners at the Law Institution receive no remuneration whatever for their labours. The time has unquestionably arrived, in our opinion, when such examiners should be remunerated in the usual way, and that only those should be appointed by the council who are especially qualified for such duties. Whatever may be said to the contrary, it must be generally conceded that irrespective of the delay complained of, the questions are often not such as can be fairly asked of law students. What is wanted is to test their general knowledge, for which purpose out of the way questions, such, for instance, as those often found in books, the matter in which is accumulated by the so-called "coach," should, as a rule, be avoided.

IT may be interesting to our readers to know that the chief clerks and taxing masters in Chancery sit about 210 days out of the 365, from ten to four. In vacation one chief clerk attends for all the courts four days in the week for two hours, and one taxing master is available in vacation also. The chief clerks frequently work over office hours, indeed the preparation of their reports (technically called certificates) could hardly be got through during the period of the day allotted to the sittings in public. The taxing masters also frequently devote their evenings to the perusal of papers. It cannot be too well understood that the office of chief clerk in Chancery is a most laborious office.

THE carelessness of editors of lay newspapers, by which they constantly lay themselves open to legal proceedings in consequence of improper publications affecting individuals, is particularly illustrated by what appeared in a London morning paper a day or two ago. It was a statement made by a person in the interest of a convict who had been a clerk in a solicitor's office. This statement in effect pointed to the innocence of the convict as regards the matters charged against him, and in reference to some of which he had been convicted. Worse than this, the statement amounted to a serious reflection on the solicitor whose clerk the convict had been. As might have been expected, in a subsequent publication of the same newspaper a letter appears from the solicitor denying the statements as affecting himself. We think the publishers are fortunate that the solicitor has selected this course of dealing with his grievance. We cannot protest too strongly against the adoption by the press of a course similar to that now complained of, whereby professional men are at the trouble and annoyance of pursuing a course as adopted herein. It would be serious indeed, if every convict was permitted to publish in a daily paper, through the agency of a friend, his explanations of the matter charged against him. We refer to the case of *Reg. on the prosecution of Rowland* v. *Charles Barnes Nash*, who was convicted at the late session of the Central Criminal Court.

MR. C. J. FAY, of Kingstown, Dublin, returned to Parliament in the Home Rule and Liberal interests for the county of Cavan, was born in 1842, educated at the Jesuit College at Clongowes-wood, Ireland. He was admitted a solicitor as recently as Easter Term 1866.

THE following lectures and classes are appointed for the ensuing week at the hall of the Incorporated Law Society, Chancery-lane, for the instruction of students seeking admission on the roll of attorneys and solicitors: Monday, class, 4.30 to 6 o'clock, Common Law; Tuesday, class, 4.30 to 6 o'clock, Common Law; Wednesday, class, 4.30 to 6 o'clock, Common Law (the last of the present series); Friday, lecture, 6 to 7 o'clock, Conveyancing. To prevent interruption at the lectures, subscribers are not admitted to the hall after a lecture has commenced.

A COUNTRY ATTORNEY calls our attention to the following advertisement, cut from the *Birmingham Daily Mail* newspaper:

REFORM your Lawyers' Bills.—Advertiser is about opening Offices in Birmingham as General Law Agent, &c., to an eminent London firm. Actions brought and defended in the Superior Courts and Chancery at nominal charges. Persons served with writs, &c. Communicate immediately.—Address No. 50, *Daily Mail*.

This kind of advertising is on the increase, and we can but regret that no measures seem likely to be adopted to put a stop to it.

NOTES OF NEW DECISIONS.

TESTAMENTARY SUIT—COSTS NOT PAID—WRIT OF ELEGIT—20 & 21 VICT. C. 77, S. 25.—The power of issuing writs of elegit is one of the powers transferred to the court by the 25th section of the Probate Act. In a testamentary suit the defendant, who was the unsuccessful party, was condemned in the costs, but did not obey the order. On affidavit that he was possessed of realty, but of no personal property, the court ordered a writ of elegit to issue for the recovery of the costs: (*Heath* v. *Heath*, 29 L. T. Rep. N. S. 931. Prob.)

PRACTICE—SECURITY FOR COSTS—PLAINTIFF OUT OF THE JURISDICTION—OFFICER IN THE ARMY.—The bond of an officer in Her Majesty's service cannot be objected to as security for costs on the grounds that the obligor is stationed out of the jurisdiction: (*Miller* v. *Hales*, 30 L. T. Rep. N. S. 10. V.C. B.)

INTESTACY — ADMINISTRATION — OATH OF ADMINISTRATOR.—The mother of an intestate was the sole forthcoming next of kin, and as no positive intelligence had been received of the father's death, though he had been missing since 1852, the court allowed the administratrix to swear that she believed herself to be the sole next of kin: (*In the goods of Reed*, 29 L. T. Rep. N. S. 932. Prob.)

FORMA PAUPERIS—INJUNCTION—COMMITTAL FOR CONTEMPT — DISPAUPERING ORDER.—A defendant, who had been restrained by injunction from removing the crops from a farm, and who had been committed to prison for a breach of the injunction, obtained an order of course to defend in *formâ pauperis*, upon an affidavit in the usual form, that he was not worth £5, save the matters in question in the suit: Held (affirming the decision of the Master of the Rolls), that he ought to be dispaupered: (*Ridgway* v. *Edwards*, 29 L. T. Rep. N. S. 906. Chan.)

COMPOSITION—APPOINTMENT OF TRUSTEE—DEFAULT OF TENDER—MISTAKE OF TRUSTEE—INJUNCTION TO STAY ACTION—BANKRUPTCY RULES 1870, r. 279.—When creditors, on passing a resolution to accept a composition, appoint a trustee under the 279th of the Bankruptcy Rules 1870, for receipt and distribution of the composition, the court will not allow the debtor to be sued by reason of any default on the part of the trustee to tender the composition to any of the creditors: (*Ex parte Waterer*; *Re Taylor*, 29 L. T. Rep. N. S. 907. Chan.)

PRACTICE—NOTICE OF APPEAL — VACATING ENROLMENT.—A notice of an appeal motion must be signed by the intending appellant or his solicitors, and where a notice not so signed is served, and the respondent refuses to waive the irregularity, the notice is of no effect, and will not prevent the enrolment of the decree: (*Re The Limehouse Works Company*, 30 L. T. Rep. N. S. 4. Chan.)

SECURITY FOR COSTS — PLAINTIFF IN SCOTLAND—31 & 32 VICT. C. 54, SS. 2 AND 5.—The reason for the rule of practice, that a plaintiff residing in Scotland should give security for costs, having ceased in consequence of the Judgments' Extension Act 1868 (31 & 32 Vict. c. 54), s. 2, which provides that a certificate of an English judgment shall have the same effect as a decree of the Court of Session: Held, that although security for the costs of an action is not expressly rendered unnecessary by the 5th section, yet the court will not continue the practice: (*Raeburn* v. *Andrew*, 30 L. T. Rep. N. S. 15. Q. B.)

COURT OF COMMON PLEAS, LANCASTER—SERVICE OF WRIT OUTSIDE THE COUNTY PALATINE—JURISDICTION OF THE COURT—IRREGULARITY, HOW WAIVED—APPEARANCE BY PARTY OUT OF THE JURISDICTION.—Where plaintiff and defendant both resided out of the County Palatine of Lancashire, and the cause of action arose also wholly outside the county, and a writ of summons issued out of the Court of Common Pleas at Lancaster was sent to the defendant's attorney in Staffordshire, who gave an undertaking to appear, and afterwards did appear, it was held that the service could not be set aside, as any irregularity had been waived by the defendant's appearance. The Court of Common Pleas at Lancaster being a Superior Court has jurisdiction over the subject matter of an action arising out of the County Palatine, provided the parties come within the jurisdiction: (*Oulton* v. *Radcliffe*, 30 L. T. Rep. N. S. 22. C. P.)

MEASURE OF DAMAGES FOR BREACH OF CONTRACT.—The plaintiff having received an order from P. to supply from 150lb. to 200lb. wound cotton daily, verbally agreed with the defendant that the defendant should undertake the winding of it, informing the defendant, as was the fact, that the plaintiff had taken upon himself the consequences of late delivery, if any, to P., and obtaining from the defendant the assurance that he the plaintiff might rely on him. Afterwards, and on the day of the interview, the plaintiff sent the defendant a written order for the cotton, "on the express condition" that the same "should be delivered daily," but containing no notice or stipulation as to the sub-contract of the plaintiff with P. The defendant failing to deliver regularly to the plaintiff, and the plaintiff to P., the result was that P. claimed, and the plaintiff paid to P. the sum of £300 by way of reimbursing P. for his loss upon resale of the goods which P.'s customers had refused to accept, as having been delivered late. Held that the plaintiff might recover the sum of £300 from the defendant as damages for the breach of contract to deliver the cotton daily: (*Sawdon* v. *Andrew and another*, 30 L. T. Rep. N.S. 23. Ex.).

DAMAGES — ASSESSMENT — APPEAL AS TO QUANTUM.—The Court of Appeal will not entertain an appeal from an order of the court below assessing damages, unless it is shown that the court below has acted on a wrong principle in assessing the quantum of damages: (*Ball* v. *Ray*, 30 L. T. Rep. N. S. 1. Chan.)

ADMINISTRATION WITH WILL ANNEXED—ADMINISTRATION BOND — SURETIES.—Where the administrator, who was the sole person entitled in distribution had no friends in this country willing to become sureties, the court, though it refused to dispense with the ordinary bonds, allowed the amount to be spread over several sureties, or to be secured by one surety alone: (*In the Goods of Col. R. Smith*, 29 L. T. Rep. N. S. 932. Prob.)

DEMURRER—CROSS BILL FOR MORE EXTENSIVE RELIEF—UNDERTAKING FOR DAMAGES.—A company who were in possession of certain coal mines after the expiration of their lease, filed a bill against the owner of the mines for specific performance of an alleged agreement for a new lease, and for an injunction to restrain the owner from taking proceedings to deprive them of possession. On motion for an injunction no order was drawn up, but the owner gave an undertaking not to sue at law, and the company had their undertaking to be answerable for damages. Subsequently the owner filed a cross bill against the company, praying for an injunction to restrain them from taking any coal from the mines, for a receiver, and for an order that the company should deliver up possession of the mines. Held (reversing the decision of Bacon, V.C.), that the undertaking given to the other suit, did not interfere with the owner's right to file a cross bill, and a demurrer by the company was accordingly overruled: (*Moon* v. *The Original Hartlepool Collieries Company*, 29 L. T. Rep. N. S. 901. Chan.)

COPYRIGHT — PIRACY — ACQUIESCENCE— INJUNCTION—COSTS.—M., the proprietor of a magazine, had for eight years regularly sent to S., the proprietor of a country newspaper, his magazine for the purpose of being reviewed. S. from time to time published reviews and extracts, and occasionally entire stories, from these magazines, always acknowledging from whence he took them, and sending M. the paper containing such review, extract or story. In Nov. 1873, S. published an entire story from the November number of the magazine. Shortly afterwards M., without giving S. any notice, filed a bill to restrain S. from pirating his works. Held, that M. was entitled to an injunction, but under the circumstances each party was ordered to pay his own costs: (*Maxwell* v. *Somerton*, 30 L. T. Rep. N. S. 11. V.C. B.)

CONVERSION—GOODS INVOICED TO DEFENDANT BY FRAUD OF BROKER—ENDORSEMENT OF DELIVERY ORDER TO BROKER.—The defendant received from the plaintiffs two invoices in respect of a quantity of barley, which G., the broker of the plaintiffs, had falsely represented to have been ordered by the defendant. G. afterwards procured the defendant to endorse over to him a delivery order for the barley to a railway company, on the strength of which he obtained the barley and then absconded, whereby the barley was lost to the plaintiffs. The jury found that the defendant had acted *bonâ fide* in endorsing the delivery order to G. Held, that the defendant was guilty of a conversion of the barley. Per Bramwell, B. Conversion is best defined as doing an act unauthorised which deprives another of his property for an indefinite time. Per Cleasby, B. It was not necessary to ask the jury whether the defendant did what was reasonable under the circumstances or not: (*Heugh* v. *London and North-Western Railway Company*, 21 L. T. Rep. N. S. 676, distinguished): (*Hiort and another* v. *Bott*, 30 L. T. Rep. N. S. 25. Ex.).

MANDAMUS — INSPECTION OF REGISTER — MOTIVE OF APPLICANT—SOLICITOR OF OPPOSING LITIGANTS.—Defendants were incorporated under Acts of Parliament which provided, amongst other things, for inspection by the shareholders of the company's books and documents. A shareholder of nine years' standing was solicitor to a waterworks company, who had obtained a decree in Chancery against the defendants, and it was under consideration whether the defendants should appeal. This shareholder applied to the defendants' secretary, without stating his object, for inspection of the register of shareholders, and was refused. Upon a rule for *mandamus* by the shareholder to obtain this inspection, the defendants' secretary stated on affidavit, and it was not contradicted, that the prosecutor made his application for inspection in the interest of his clients, and not for any purpose or in the interest of the defendants or of any member of the company as such; that his object was to canvass the shareholders and endeavour to persuade them to oppose the said appeal. Held, by Blackburn and Archibald, JJ. (Quain, J. *dissentiente*), that this was not sufficient reason for discharging the rule: (*Reg.* v. *Wilts and Berks Canal Navigation*, 29 L. T. Rep. N. S. 922. Q.B.)

ADMIRALTY JURISDICTION OF COUNTY COURT—COLLISION IN THE BODY OF A COUNTY —COSTS.—The 3 & 4 Vict. c. 65, s. 6, gives jurisdiction to the High Court of Admiralty to decide all claims and demands whatsoever for damage received by any ship or seagoing vessel, whether such ship or vessel may have been in the body of a county or upon the high seas. The 31 & 32 Vict. c. 71, s. 3, gives to County Courts having admiralty jurisdiction authority to try and determine any claim for damage by collision in which the amount claimed does not exceed £300. The plaintiff brought an action in the Court of Queen's Bench to recover damages in consequence of injury caused to his ship by the defendant's barge coming into collision with it in the body of a county, and recovered £15 damages. The master having allowed the plaintiff's costs, a rule was obtained calling upon the master to review his taxation. Held, that the action could have been brought in the County Court, which had jurisdiction, and that the plaintiff was not entitled to costs: (*Purkis* v. *Flower*, 30 L. T. Rep. N. S. 40. Bail Court.)

FALSE REPRESENTATION BY A BANK MANAGER —LIABILITY OF BANK—SIGNATURE OF PARTY TO BE CHARGED—PRINCIPAL AND AGENT.—9 GEO. 4, c. 14, s. 6.—Plaintiff was a dealer in iron rails at Sheffield, and the defendants were, one the public officer of the Gloucestershire Banking Company, and the other, G., a manager of the said bank. Plaintiff having been offered in payment for certain rails an acceptance by one R. for about £3000, and having been referred, as to R.'s solvency, to the above named bank, requested his own bankers to make the necessary inquiries. The manager of plaintiff's bank accordingly wrote, asking G.'s opinion in confidence as to R.'s respectability and standing, and whether he considered him responsible to the extent of £50,000. G. replied that R. was lord of a manor, that he was told the rent roll was over £7000 a year, &c., and that he did not believe R. would incur the liability named unless he was certain to meet the engagement. In consequence of this reply the plaintiff supplied the rails, and, R. having afterwards become insolvent, brough an action against the Gloucestershire Bank and G. for a false representation as to the solvency of R. It having been found at the trial that the making and answering of such inquiries was within the general scope of the authority conferred on bank managers, and that the representation made by G. was false to his knowledge. Held (affirming the judgment of the Court of Queen's Bench) that G. was personally liable for the false representation; but (reversing the judgment of the Court of Queen's Bench) that the Gloucestershire Banking Company could not be made liable for the fraudulent representation of G. (per Lord Coleridge, C.J., Bramwell, and Pigott, BB., Grove and Denman, JJ.) on two grounds; first, because G. was an agent of the banking company and a representation signed only by him was insufficient to render the banking company liable, under sect. 6 of 9 Geo. 4, c. 14; secondly, because the inquiry as to R.'s solvency was addressed to, and the reply given by, G. in his individual and personal capacity, and not as representing and acting on behalf of the banking company. Per Cleasby, B., on the second ground only: (*Swift* v. *Jewesbury* (P.O.) *and Goddard*, 30 L. T. Rep. N. S. 31. Ex. Ch.)

Correspondence.

SIR,—Under the heading of "Solicitors' Journal," in your impression of the 21st ult., you refer to a Dublin solicitor having informed you that applications by English solicitors to be appointed commissioners for oaths in the Irish courts had been several times lately made without success, and that in fact there was no utility for such an appointment, as, since the Act 30 & 31 Vict. c. 44, came into operation, English Chancery Commissioners are authorised to take Irish Chancery affidavits. This is correct to an extent, but the Act goes further; see sect. 81, whereby commissioners in common law in England, as well as those in Chancery, can take such affidavits, and who also take acknowledgments by married women to be acted upon in Ireland.

J. PERRY GODFREY.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

LEGGE (Hon. Augustus), Grosvenor-square, Middlesex. £866 13s. 4d. Reduced Three Per Cent. Annuities. Claimant Hon. Rev. Augustus Legge.

MORTON (Ann), Lothbury, spinster. £100 New Three Per Cent. Annuities. Claimant John Morton, administrator to Ann Morton, spinster, deceased.

RAVEN (Henry Baldwin), Upper Tulse Hill, Surrey, Esq. £132 16s. 4d. Reduced Three Per Cent. Annuities. Claimant, Henry Taylor Raven, sole executor of Henry Baldwin Raven, deceased.

TAYLOR (James), Arthur-street East, London-bridge, gentleman, HARVEY (Anne Parr), a minor. £100 Three Per Cent. Annuities. Claimant, said Anne Parr Harvey, formerly a minor, now of age, the survivor.

ROBERTS (Eleanora), St. Alban's, Herts, spinster. £806 2s. 4d. Reduced Three per Cent. Annuities. Claimant, Rosamond Roberts, spinster, sole executrix of Eleanor Roberts, spinster, deceased.

TREACHER (Susannah), Great Tower-street, spinster. One dividend on the sum of £300, one on £450; one on £350, and one on £650, Reduced Three per Cent. Annuities. Claimant, Susannah Carter, wife of Joseph Rice Carter, formerly Susannah Treacher, spinster.

WATSON (Geo. Bethell), Mornington-road, Regent's-park, Esq., and DIXON (Pierson John), Bethnal-green-road, house agent. £108 13s. 7d. New Three per Cent. Annuities. Claimants, said Geo. Bethell Watson, and Pierson, John Dixon.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

PATENT CORK COMPANY (LIMITED).—Petition for winding-up to be heard March 20, before V.C. M.

STADIL FIORD RECLAMATION COMPANY (LIMITED).—Creditors to send in by April 11 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to Alcock and Westenholz, at the offices of Lakes and Co., 10, New-square, Lincoln's-inn, London, the official liquidators of the said company. April 20, at the chambers of the M.R., at eleven o'clock, is the time appointed for hearing and adjudicating upon such claims.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

ANDERSON (Wm.), formerly a citizen of the state of Virginia, but who at his death resided at Vauxhall, London, trading in the United States under the firm of Wm. Anderson and Co., and in London in partnership with Birkett and Co., Crosby-square, London. May 20, at the chambers of the M. R. July 4; M.R. at twelve o'clock.

BAILEY (John), Normanton, York, farmer. April 3; J. W. Sangster, Solicitor, Pontefract. April 17; M.R. at eleven o'clock.

BROOKS (Richard), 5, Cambridge-mews, Paddington, Middlesex, shoeing smith, March 30; John P. Ponclone, jun., solicitor, 5, Raymond-buildings, Gray's-inn, Middlesex. April 14; V.C. H., at one o'clock.

BROOKS (Sophia M.), 5, Cambridge-mews, Paddington, Middlesex, spinster. March 30; John P. Ponclone, jun., solicitor, 5, Raymond-buildings, Gray's-inn, Middlesex. April 14; V.C. H., at one o'clock.

HARDING (John), Acre-lane, Brixton, Surrey, gentleman. March 26; Wm. Lewis, solicitor, 7, Wilmington-square, Middlesex. April 15; M. R., at eleven o'clock.

HEALD (Bertrand), Rohais-road, Island of Guernsey, gentleman. March 30; Chas Cheston, solicitor 1, Great Winchester-street-buildings, London. April 13; V.C. M., at twelve o'clock.

LAND (John), 93, Cannon-street, London, house decorator. April 11; John F. Terry, solicitor, 13, King-street, Cheapside, London. April 25; M. R., at twelve o'clock.

POCKLINGTON (Robert), Wellingborough, Northampton, contractor. April 10; Wm. E. Tattershall, solicitor, Queen-street, Sheffield. April 20; V.C. M., at twelve o'clock.

ROOKE (Wm. R.), 6, Boston-park-road, Brentford, Middlesex. April 6; James B. May, solicitor. Russell-square, London. April 12; V.C. M., at twelve o'clock.

WARNER (Henry), Damerham, Wilts, gentleman. April 15; Charles Cole, solicitor, Portsea. April 25; V.C. H., at twelve o'clock.

WIGHTWICK (Rev. John B.), New Reigny, Cumberland, clerk. April 9; Jas. Bell, solicitor, Victoria-buildings, Queen Victoria-street, London. April 25; M.R., at eleven o'clock.

WILSON (David), Bingham, Nottingham, miller. March 31; A. S. Lawson, solicitor, 39, Lombard-street, London, April 15, M.R. at eleven o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

ADAMS (Thos. C.), Ewell, near Dover, Esq. April 1; Young and Co., solicitors, 2, St. Mildred's-court, Poultry, London.

ALDERSLADE (Jas. L.), formerly of Union-street, then of High-street, Ryde, Isle of Wight, draper, but since of Swanmore, near Ryde, gentleman. March 24; C. G. Vincent, solicitor, Ryde.

ANDREW (Robert Mac), Isleworth House, Middlesex, Esq. April 15; Kendall and Congreve, solicitors, Union Bank Chambers, Lincoln's-inn, London.

AUSTEN (Wm.), formerly of High-street, Borough, Surrey, hop factor, late of Eastgate, Croydon, Surrey, and Courtleywood-house, Wadhurst, Sussex, Esq. March 31; G. H. Hogan, solicitor, 23, Martin's-lane, Cannon-street, London.

AYLMER (Geo. Wm.), 47, Upper Grosvenor-street, Middlesex, Esq. April 15; Collyer Bristow, and Co., solicitors, 4, Bedford-row, London.

AYLMER (Henrietta), 47, Upper Grosvenor street, widow. April 15; Collyer Bristow, and Co., solicitors, 4, Bedford-row, London.

AYLEN (John), Navigating Lieutnant in the Royal Navy. March 25; James A. Hallett, 7, St. Martin's-place, Trafalgar-square, London.

BENNETT (Anne G.), Woodhall Villa, Charlwood-road, Putney, Surrey, widow. April 6; Nicholson and Co., solicitors, 48, Lime-street, London.

BENNETT (John L.), Merton, Wimbledon, Surrey, Esq. April 4; J. Mackrell and Co., solicitors, 21, Cannon-street, London.

BLOCKLEY (Thos.), Aylestone, farmer and grazier. April 23; Watson and Baxter, solicitors, Lutterworth.

BULLOCK (Archibald), 6, Lancaster-gate, Hyde-park, Middlesex. May 1; D. Woolf, solicitor, 17, King-street, Cheapside, London.

CHOLMLEY (Eleanor, E. L.), formerly of Whitby Abbey, and Howsham Hall, York, late of 5, Percy-villas, Campden-hill-road, Kensington, Middlesex, widow. April 30; E. and F. Bannister and Fache, solicitors, 13, John-street, Bedford-row, London.

COOKE (John), 136, Claremont-square, Pentonville, Middlesex, gentleman. April 1; Taylor and Co., solicitors, 38, Great James-street, Bedford-row, London.

COX (Wiltshire), formerly of Minehead, Somerset, afterwards residing in or travelling through Darmstadt, Ostend, London, and various other places in Germany, Belgium, and England, then of 3, Chatham-terrace, Upper Norwood, Surrey, late of 24, Rue Albert, Ostend, Belgium, gentleman. Thos. Mee, solicitor, 2, Great Winchester-street-buildings, England.

CURLING (Elizabeth), Kent Lodge, Eastbourne, Sussex, widow. April 10; Baker and Nairne, solicitors, 3, Crosby-square, London.

DAVIES (Chas.), "Plough and Harrow" Inn, Haverfordwest, innkeeper. April 30; Wm. John and Son, solicitors, 5, Victoria-place, Haverfordwest.

FIELDING (Geo.), Manchester, and of Llandudno, Carnarvon, stock and sharebroker. April 8; Atkinson and Co., solicitors, 14, Marsden-street, Manchester.

FORD (Matthew), 8, Lincoln's-inn-fields, and 9, Keppel-street, Middlesex, and 58, Marine Parade, Brighton, Esq. March 31; Wharton and Ford, solicitors, 8, Lincoln's-inn-fields, Middlesex.

FRANKLIN (Wm. G. Titchfield, Southampton, gentleman. March 31; Nicholas Donnithorne, solicitor, Fareham, Hants.

FRIEND (Geo.), formerly of 17, Canonbury-park, Islington, Middlesex, and late of 1, Magdalen-terrace, St. Leonard's-on-Sea, Sussex, Esq. April 15; Johnson and Coote, solicitors, 11, Wardrobe-place, Doctors'-commons, London.

GRINLING (Chas. G.), Prince of Wales, 23, Ebury-street, Pimlico, Middlesex, licensed victualler. March 31; A. W. Surtees, solicitor, 35, Bedford-row, London.

GROVES (Wm. J.), 33, Thomson-street, Horselydown, Surrey, lighterman. April 15; Young and Sons, solicitors, 29, Mark-lane, London.

HODGE (Catherine), Taunton. Thomas Rawle, 1, Bedford-row, London.

HUSKISSON (Wm.), 76, Swinton-street, Gray's-inn-road, Middlesex, manufacturing chemist. March 31; Parker and Co., solicitors, 17, Bedford-row, Middlesex.

JONES (Dr. Henry B.), M.D., 84, Brook-street, Grosvenor-square, Middlesex. April 1; Farrer, Ouvry, and Co., solicitors, 66, Lincoln's-inn-fields, London.

LAWTON (Wm.), Nottingham, woollen merchant. April 2; Thorpe and Thorpe, solicitors, Thurland-street, Nottingham.

LENTON (John H.), Coventry, gentleman. May 1; Henry J. Davis, solicitor, Hay-lane, Coventry.

LOBACH (Augustus Leo), 5, Walpole-street, Chelsea, and the Parthenon Club, Regent-street, Middlesex, Esq. April 9; Paine and Hammond, solicitors, 16, Furnival's Inn, London.

LOCH (Philip Wm.), 63, Lucas-street, Commercial-road East, Middlesex, paper dealer. March 31; T. Whitwell, solicitor, 17, King-street, Cheapside, London.

MAXWELL (Admiral John B.), R.N., Holyrood-terrace, Great Malvern, Worcester. March 31; N. Robarts, 5, Godliman-street, Doctor's Commons, London.

MONTGOMERY (Emma A.), formerly of 19, Marlborough-buildings, late of 19, Milsom-street, Bath, widow. April 30; H. W. Hooper, solicitor, 18, Bedford-circus, Exeter.

PARKER (Margaret), Badsworth, York, spinster. April 13; Pratt and Hodgkinson, solicitors, Newark-upon-Trent.

PATERSON (Wm. Boyd-Alexander F.), 9, Richmond-street, Hammersmith, Middlesex, Esq. March 25; J. B. Nunn, solicitor, 50, Bedford-row, London.

PRINCE (John), Oatlands Park Hotel, Weybridge, Surrey, the Jerusalem coffee-house, London, and Queen's Hotel, Hastings, Esq. May 1; Kynaston and Gasquet, solicitors, 88, Queen-street, Cheapside, London.

ROBINS (Thomas), Wotton-under-Edge, Gloucester, innkeeper. May 1; Dauncey and Turner, solicitors, Wotton-under-Edge.

ROGERS (Thomas), formerly of 54, Moneyer-street, Hoxton, Middlesex, and late of 34, Marlborough-road, Peckham, Surrey, gentleman. March 30; Chinery and Aldridge, solicitors, 36, Essex-street, Strand, Middlesex.

ROSS (McCulloch), formerly of Bedford Office, Bloomsbury, Middlesex, late of South Saxon Hotel, St. Leonard's-on-Sea, Sussex, gentleman. May 2; Wing and DuCane, solicitors, 1, Gray's-inn-square, London.

SMITH (Chas. F.), Rose-hill, Smedley-lane, Cheetham, Lancaster, and of Manchester, merchant. April 8; J. B. Bridgeford and Sons, 30, Cross-street, Manchester.

SMITH (Thos.), late of the Maynard Arms, Park-road, Middlesex, and previously of the Rising Sun, Wych-street, Strand, Middlesex, licensed victualler. April 20; S. Potter, solicitor, 36, King-street, Cheapside, London.

STEPHENS (Thos.), North Villa, Regent's Park, Middlesex, and Lime-street-square, London, insurance broker. April 1; Hensman and Nicholson, solicitors, 25, College-hill, London.

STOKOE (Mary), Longhorsley, Northumberland, widow. June 4; Wm. Woodman, solicitor, Stobhill, Morpeth.

SWEETMAN (Thos.), 6, Cheapside, Brighton, gentleman. May 1; Clarke and Howlett, solicitors, 8, Ship-street, Brighton.

TURNER (Thomas), Plas Brereton, Carnarvon, Esq. May 1; Dauncey and Turner, solicitors, Wotton-under-Edge.

WEBER (Chas. F.), 2, Royal Exchange-buildings, London, and 75, Portsdown-gardens, Maida-hill, Middlesex, merchant and shipbroker. April 13; T. W. Denby, solicitors, 8, Frederick's-place, Old Jewry, London.

WILLIAMS (Sarah), Wotton-under-Edge, Gloucester, widow. May 1; Dauncey and Turner, solicitors, Wotton-under-Edge.

WILSON (Richard), medical superintendent of the County Lunatic Asylum, at Cottingwood, near Morpeth. May 20; Wm. Woodman, solicitor, Stobhill, Morpeth.

WOODTHORPE (Frederick), Cambridge-villa, Haverstock-hill, Middlesex, gentleman, formerly town clerk of London. April 13. A. D. Michael, solicitor, 2, Gresham-buildings, Basinghall-street, London.

REPORTS OF SALES.

Tuesday, March 10.

By Messrs. D. CRONIN and SONS, at the London Tavern.

Gravesend.—The Man of Kent Public-house and five cottages, term 23 years—sold for £230.

By Messrs. DEBENHAM, TEWSON, and FARMER, at the Mart.

West Brompton.—Two plots of building land—sold for £740.

Plaistow.—Nos. 18 to 20, Baalam-street, Nos. 17, 19, 21, and 23, Green Gate-street, and two plots of land, freehold—sold for £600.

THE Prudential Life Assurance Company, in their twenty-fifth annual report show the following prosperous general results:—The total premium income is £537,711 1s. 11d., showing the very remarkable increase of £109,968 10s., and being the largest accession of income during any year of the company's operations. The total amount of claims is £168,388 17s. 8d., raising the whole sum to £1,103,402 8s. 6d. These have, as usual, been paid with undeviating regularity. The assurance fund at the close of 1873 was £482,933, showing an increase of £73,799 4s. 4d. for the year. In addition to the assurance fund there are—shareholders' capital, £10,052; contingency fund, £16,096; guarantee fund, £15,000; total, £41,148; which, together with the assurance fund of £482,933, make a total fund of £524,081 for the protection and security of the constituents of the company. The foregoing facts are so remarkable that the directors consider it unnecessary to do more than call attention to them.

PATENT LAW.—A paper will be read on Monday evening next, the 16th inst., at a meeting of the Law Amendment Society, to be held at their rooms in Adam-street, Adelphi, by John Coryton, Esq., "On the Policy of granting Letters Patent for Inventions, with observations on the Working of the English Law."

ELECTION LAW.

COURT OF COMMON PLEAS.

LEE AND OTHERS (pets.) *v.* GREEN (resp.); WAKEFIELD ELECTION PETITION.

Summons for particulars under under the Parliamentary Elections Act 1868.

A PETITION against the respondent, the sitting member for the borough of Wakefield, alleged bribery by the respondent and his agents, also general bribery.

The election took place on the 3rd Feb. 1874, and the petition was duly presented against the return of the respondent, within twenty-one days after the return.

On the 4th March a summons was taken out for the delivery by the petitioners of full particulars of the allegations contained in the petition within ten days from the date of the order (if any) to be made thereon, and was heard before Lord Chief Justice Cockburn at chambers.

Chandos Leigh for the petitioners.

Forbes, for the respondent.

Lord COLERIDGE, C.J., intimated that the time heretofore allowed for particulars to be given was too short to enable the respondent fairly to meet the case against him, and made an order that the particulars asked for by the summons should be delivered eight days, including Sunday, before the day fixed for the hearing of the petition, but that the petitioners should have leave to add any fresh particulars of cases coming to their knowledge after the commencement of the eight days, and up to three clear days of the day appointed for hearing the petition.

Agents for petitioners, *Van Sandau* and *Cumming*.

Agents for respondent, *Singleton* and *Tattershall*.

MAGISTRATES' LAW.

NOTES OF NEW DECISIONS.

CORRUPT PRACTICES (MUNICIPAL ELECTIONS) ACT 1872 (35 & 35 VICT. c. 60)—JURISDICTION OF JUDGE AT CHAMBERS TO AMEND PETITION—WHAT IS A FRESH PETITION—POWER OF SUPERIOR COURT UNDER SECT. 21.—Sect. 13 of the Corrupt Practices (Municipal Elections) Act 1872 (35 & 36 Vict.) c. 60, directing that a petition shall be presented within twenty-one days after the day on which the election was held, is imperative, and admits of no exception but the one specified in that section, and therefore when a petition has once been presented it cannot be amended by the addition of other charges against the respondent, and a judge at chambers has no power under sect. 21, sub-sect. 5, to make an order allowing an amendment, which varies the charge originally preferred. *Per* Lord Coleridge, C.J., two classes of offences are included in sect. 7 of the Municipal Elections Act 1872—viz., the employment of voters living within the ward, and the voters living without the ward: (*Maude and others* v. *Lowley*, 29 L. T. Rep. N. S. 924. C. P.).

ELEMENTARY EDUCATION ACT—INJURY TO PREMISES NOT TAKEN UNDER COMPULSORY POWERS.—Where a school board acquires land as a site for a school, under the compulsory powers given by the Elementary Education Act, and builds a school so as to obstruct the ancient lights of an adjoining landowner, the remedy of the adjoining landowner is by claiming compensation under the 68th section of the Lands Clauses Consolidation Act 1845, and not by bill for an injunction: (*Clark* v. *The School Board for London*, 29 L. T. Rep. N.S. 903. L. C. & L.JJ.).

RATING OF RAILWAYS—BRANCH RAILWAYS.—The appellants, a railway company, were owners of a branch line connecting their main line with three other main lines. If the branch were in the market, either of the three companies which owned these three other main lines would, in consequence of the traffic which it would bring to their line, be willing to acquire it upon the same terms in every respect as those upon which the appellants held it; if so acquired by either of such other companies, they would work it in a similar manner to that in which it was worked by the appellants, and under such circumstances the traffic upon it would not produce a higher rateable value, caculated upon the mileage principle in respect to the traffic of the branch only, than what it produced to the appellants. Held that, in assessing the part of the branch line within the respondents' parish, this circumstance must be taken into consideration in estimating the rateable value: (*Reg.* v. *the London and North Western Railway Company*, 29 L. T. Rep. N. S. 910. Q.B.)

LINE OF SHOPS—GOODS PROJECTING.—By a local Act of 1872, if any person places, hangs up, or otherwise exposes any furniture, goods, produce, wares, merchandise, matter or thing, so that the same projects or project into or over any footway, or beyond the line of any house, shop or building, at which the same is or are exposed, he shall be liable to a penalty. Justices refused to convict defendant, who was charged under this section; but they stated, in the case reserved at the complainant's request, that defendant exposed greengrocery, in which he dealt, on a cooler or tray of wood, projecting 2ft. 9in. beyond the line of the brickwork of his building. This tray fell forward from the shop window, and when used was supported by iron stanchions and hinges. The steps of the adjoining house projected three inches further than this tray during the day. At night, and on Sundays, the tray was not beyond the line of defendant's and the adjoining house; the street was exceptionally wide at this particular part. The defendant's premises had been erected between thirty and forty years, and during that period the tenants had always used the same cooler or tray, or something of the same description. Held, that the Act must be taken to refer to the line of shop existing at the time of its passing, which in this case was the line of the tray; and that the justices were right: (*Wilson* v. *Cunliffe*, 29 L. T. Rep. N. S. 913. Q. B.)

PAVING AND SEWERING—INCIDENTAL COSTS.—Defendant was owner of some houses, and occupied land bounding or abutting on a new street, which the plaintiffs had paved under sect. 105 of the Metropolis Management Act 1855, and sewered under sect. 52 of the Amending Act of 1862. Amongst other items which the plaintiffs had apportioned to defendant's contribution were costs of collecting apportioned amounts, of survey plan and obtaining names of owners, and of filling up, printing, advertising, and serving notices. These sums were all paid to persons employed for the purpsoe, and not plaintiffs' servants, although plaintiffs had in their employ a surveyor and a clerk, and payments were requested at their office. Defendant occupied the said land under a building agreement, by which the owner of the land agreed to demise to defendant or his nominees the several pieces of land upon which the defendant was to build, as the houses and buildings respectively became erected and covered, for 80 years, at the rent of a peppercorn for two years, and of sums increasing every year up to £364 in the sixth and following years. The defendant was to be considered as holding the undemised portion on the terms of the leases. There was a power of re-entry upon non-completion of the building covenants. The houses at this time were in every stage of building progress, and some had been demised to other persons at defendant's nomination. Held, upon an action to recover defendant's apportionment, that with the exception of the houses demised to other persons, the defendant was liable as owner of all the premises, and that the above items were incidental costs and charges within the 77th section of the said Act of 1862. (*Poplar Board of Works* v. *Love*, 29 L. T. Rep. N. S. 915. Q. B.)

HIGHWAY—DEDICATION TO THE PUBLIC—NEW STREET—METROPOLITAN LOCAL MANAGEMENT.—Respondent had leased land for building purposes, and the road between the houses he had built was, before 1863, used for sawpits and building materials. Since then footways on each side had been made by the appellants' vestry, and paid for by the lessees or owners of the houses. A barrier had been kept by the respondent across part of the carriage way, and the remainder could be closed by a folding bar. Respondent had occasionally prevented the passage of vehicles, and had once recovered damages for trespass along this road. The freeholders also had given public notice that they objected to this road being used as a thoroughfare. The appellants, without notice to the respondents, resolved to pave, and paved this carriage way, and summoned respondent for his proportion of the expenses of a new street, under the Metropolis Management Act 1855, s. 105. The justices decided that this road had not been dedicated to the public, that it was not a new street within that section, and that respondent could be liable only if the appellants had proceeded under sect. 106. Held, on a case stated, that upon these facts the finding of the justices was conclusive as to the dedication of the road to the public; but that sect. 105 relates to the paving or forming new streets, as may deemed expedient by the vestry, whether highways or not; that sect. 106 relates only to the repair of streets, not being highways, which have not been paved by the vestry; and that, therefore, the appellants had here proceeded rightly under sect. 105, and were entitled to recover: (*St. Mary, Islington* v. *Barrett*, 30 L. T. Rep. N. S. 11. Q. B.)

POOR RATE—HOSPITAL—BENEFICIAL OCCUPATION.—St. Thomas's Hospital was founded by royal charter for the relief and sustenance of poor sick and infirm people, and vested in the mayor, commonalty, and citizens of London. The patients pay nothing for their maintenance or the medical services rendered to them. There is a medical school connected with the hospital, and its students pay certain fees, which are wholly devoted to the expenses of the medical school, and are not paid to or in any accounted for to the

governors of the hospital. Held (affirming the judgment of the Court of Queen's Bench), that the hospital was liable to be rated, and not at a merely nominal sum: (*Governors of St. Thomas's Hospital* v. *The Churchwardens and Overseers of Lambeth*, 30 L. T. Rep. N. S. 37. Ex. Ch.)

MARITIME LAW.

NOTES OF NEW DECISIONS.

COLLISION — STEAMSHIP — DUMB BARGE — LIGHTS—COURSE ON THE THAMES—DUTY. — Dumb barges in motion driving with the tide up or down the river Thames at night are not bound to carry lights. A dumb barge coming up the river Thames in a flood tide may keep on either side of the river, and there is no obligation on her by custom or otherwise to keep in mid-channel. There is no duty on a dumb barge driving with the tide in the Thames to keep out of the way of a steamship; but it is the duty of the steamship to keep out of the way of the barge: (*The Owen Wallis*, 30 L. T. Rep. N.S. 41. Adm.)

COLLISION—PRACTICE—DUTY TO BEGIN—FOG OVER ANCHORAGE GROUND.—In all causes of damage, the onus being upon the plaintiff to establish negligence against the defendant, the plaintiff must begin; and this rule applies to cases where the only defence is inevitable accident and the plaintiff's vessel is at anchor, contrary to the former practice of the High Court of Admiralty. Where a steamship, whilst in a good and well-known anchorage ground, enters a dense fog, it is her duty to anchor at once; and if she neglects to do so, and continues her course, she will be to blame for a collision ensuing, provided that the other vessel has done all that the law requires: (*The Otter*, 30 L. T. Rep. N. S. 43. Adm.)

UNITED STATES DISTRICT COURT. SOUTHERN DISTRICT OF NEW YORK.

Reported by R. D. BENEDICT, Proctor and Advocate.

THE STEAMSHIP FRANCIS WRIGHT.

Charter-party—Unseaworthiness of vessel—Injury to cargo by delay—Agency of master and engineer.

A steamship was chartered by a written charter for six months to run between certain ports. The owners covenanted that the vessel should be kept tight, staunch, well fitted, tackled, and provided with every requisite for such a voyage; that the whole of the vessel except the necessary room for the sails and cables should be at the disposal of the charterers; and that the owners would take and receive on board during the voyage all the merchandise which the charterers desired to ship. The charterers covenanted to man, coal, and victual the steamer, and pay all expenses except insurance on vessel and repairs, and to pay charter money at a certain rate. The charter also contained these clauses: "Vessel to be returned to the owners at the expiration of this charter in the same order and condition she is now in, less the ordinary wear, and charterers to take and deliver the steamer at New York. Owners to nominate and charterers to appoint chief engineer, to be paid by the charterers. Charterers to appoint captain subject to the approval of the owners." The captain and chief engineer were appointed as agreed, and the vessel was taken from New York to Philadelphia, where the charterers resided, and was there fitted up with a refrigerating apparatus. She took on board a quantity of ice and some general cargo, and sailed for Galveston. On the voyage out there were several stoppages, owing to the tubes of the boiler giving out. At Galveston she took on board a quantity of fresh beef, which it was intended to keep fresh by the refrigerating apparatus. She started from Galveston on her return voyage, but a few hours after starting twenty-six tubes of her boiler gave out without any ostensible cause, and she was compelled to put back, and was detained seven days before the repairs to the boiler were completed. She then sailed again, and put into Key West, where she took on board some coal and 20 tons of ice, and sailed again; but before reaching Philadelphia the beef was spoiled, and was thrown overboard. But for the delay in going back to Galveston, the vessel would have reached Philadelphia on the day she left Key West. The charterers libelled the vessel to recover 25,000 dols., the value of the beef, claiming that the beef was good till several days after the time when the vessel would have reached Philadelphia but for the delay, and that the loss of the beef was due to the delay caused by the unseaworthy condition of the boiler.

Held, that, under the charter, the owners were bound to keep the boiler and its tubes in proper condition during the voyage, through the master and chief engineer as their agents. That the boiler and its tubes were not kept in proper condition, and that from that cause the voyage was delayed and prolonged. That the charterers must prove, in order to recover, that the loss occurred from such delay; and inasmuch as, on that evidence, it was not satisfactorily shown that the beef was merchantable when the vessel was at Key West, or if it was that it might not have been kept so, provided more ice had been purchased at Key West, the libel must be dismissed.

ON the 13th Sept. 1872, Messrs. Duncan and Poey, of Philadelphia, entered into a written charter-party with Woodhouse and Rudd, owners of the steamer *Francis Wright*, then at New York, whereby Woodhouse and Rudd chartered the steamer to Duncan and Poey "for the term of six months, to run between Philadelphia or New York, and Galveston, or any intermediate safe port in the United States, or any foreign port not prohibited by the insurance," with the agreement that the charterers were to have the privilege of cancelling the charter at the expiration of three months, on giving Woodhouse and Rudd fifteen days' notice, and the payment of 1500 dols. bonus. The instrument then set forth the following agreements by Woodhouse and Rudd: First, that "the said vessel in and during the said voyage shall be kept tight, staunch, well fitted, tackled, and provided with every requisite for such a voyage;" secondly, that "the whole of the said vessel (with the exception of the necessary room for the sails, cables), shall be at the sole use and disposal of the libellants during the voyage aforesaid;" thirdly, that Woodhouse and Rudd will "take and receive on board the same vessel, during the aforesaid voyage, all such lawful goods and merchandise as the libellants may think proper to ship." The instrument then set forth the following agreements by the charterers. They were (1) "to man, coal, and victual steamer, and pay all expenses of every nature (including port charges, &c.) connected with running of the steamer, except insurance on vessel and repairs;" (2) to pay to Woodhouse and Rudd for the charter of vessel "eighty-five dollars per day, United States currency, due daily, but payable at the expiration of each and every month, in New York; vessel to be returned to the owners, at the expiration of this charter, in the same order and condition as she is now in, less the ordinary wear, and charterers to take and deliver the steamer at New York." Then followed these provisions:—"Owners to nominate and charterers to appoint chief engineer, to be paid by charterers at the rate of 125 dols. per month. Charterers to appoint captain subject to the approval of the owners. It is also agreed that this charter shall commence at New York on the 18th Sept. 1872. If, from any derangement of machinery, a steamer is delayed, the time lost is not to be paid for by charterers, and in such derangement (if any) owners to have privilege of cancelling charter. In case of any wreckage, towage, or salvage accruing to the vessel, whilst under this charter, one half of said earnings to be paid to the owners of the steamer." In accordance with the terms of the charter party, John A. Sherman was appointed chief engineer of the vessel, and Henry Dennison was appointed her captain. She was taken to Philadelphia, and there the charterers fitted her with a refrigerating apparatus to bring a cargo of fresh beef from Galveston, Texas, to Philadelphia. The put on board of her at Philadelphia a general cargo of merchandise and proper fuel, and about 260 tons of ice, the latter to be used in connection with the refrigerating apparatus, to preserve the fresh beef on the homeward voyage. She left Philadelphia for Galveston on the 3rd Oct. 1872, and arrived at Galveston on the 17th of the same month. This libel was filed by them to recover for the entire loss of the beef on the homeward voyage.

The libel alleged that during the voyage from Philadelphia to Galveston, the vessel gave evidence of unseaworthiness by having a number of her boiler tubes blown out, and by great and unusual leaking in her boiler tubes, which rendered it difficult to make steam on the vessel by reason of the water from the blown out and leaking tubes escaping into the furnaces, and affecting and diminishing the fires therein; by reason whereof the steamer was unable to attain her usual and proper speed, and was fourteen days in making the passage from Philadelphia to Galveston, instead of ten days, which is the full, usual, and ordinary time for a steamer of that capacity to make such voyage; that when the vessel arrived at Galveston, Woodhouse and Rudd, through their agent and representative, the chief engineer of the vessel, were requested to make the proper and necessary repairs to the boiler and to its tubes, in order that there might be no further delays, after the cargo of fresh beef was laden on board, and and that the vessel might make the return passage in ten days; that the chief engineer promised that all necessary and proper repairs to the boiler and its tubes should be made; but they were not made, by reason whereof the steamer, having on board about seventy tons of fresh beef, was, on the 31st Oct. 1872, being then four hours at sea out of Galveston, on her voyage to Philadelphia, compelled to put back to Galveston for repairs, by reason of the tubes of the boiler blowing out and leaking badly, and was detained at Galveston seven days thereafter in repairing some of the tubes; that the steamer again left Galveston for Philadelphia on the 7th Nov. 1872, and was fifteen days making the voyage owing to the unseaworthy condition of the steamer, some of the tubes blowing out, and others of them leaking so badly, that the boiler could with difficulty make steam, and thereby the speed of the vessel was greatly reduced below what her ordinary speed would have been if her boiler tubes had been kept in a proper and seaworthy condition; that by reason of the detention of the steamer at Galveston while making repairs and by resson of the detention of the steamer in making her passage from Galveston to Philadelphia owing to the unseaworthy condition of the boiler tubes, and by reason of the hot water which escaped from the defective boiler tubes, and was negligently allowed to run into the bilge of the steamer and melt the ice in the refrigerator where the fresh beef was stowed, the beef became damaged, spoiled, and entirely lost to the libellants; that Woodhouse and Rudd did not perform their covenant, that the vessel in and during said voyage, should be kept by them tight, staunch, well-fitted, tackled, and provided with every requisite for such a voyage; that the value of the fresh beef at Philadelphia was 23,000 dols.; that by reason of the failure of Woodhouse and Rudd, and the vessel to comply with said covenant, the fresh beef has been wholly lost to the libellants; and that at the time of the making of the charter-party Woodhouse and Rudd knew that the steamer was chartered by the libellants for the purpose of carrying fresh beef from Galveston to Philadelphia, and also knew that the steamer was in an unseaworthy condition as regards her boiler and its tubes. The libel claims 30,000 dols. damages against the vessel and her owners.

The answer of Woodhouse and Rudd as claimants, set up that the libellants had the entire charge and possession of the vessel, and denied that the chief engineer was the agent or representative of the claimants, and averred that the repairs which the claimants were bound to make were made, and that the steamer was, so far as the claimants were bound to do so, kept as called for by the charter-party, and denied all the allegations of the libel in which the libellants claim a recovery.

R. D. Benedict, for the libellants, argued that under the charter the owners must be held to have retained the possession of the vessel, as far as was necessary for the making of repairs, and that the master and engineer were their agents for that purpose: (citing *Certain Logs of Mahogany*, 2 Summer's Rep. 597; *Hooe* v. *Grovermann*, 1 Cranch's Rep. 215; *Christie* v. *Lewis*, 5 Moore, 211; *The Milches*, 5 Blatchford's Rep. 336; *Swainston* v. *Garrick*, 2 L. J. N. S. 255; *Blackie* v. *Stembridge*, 5 Jurist, N. S. 1128; *Sandeman* v. *Scurr*, 2 L. Rep. Q. B. 86; *Fenton* v. *The Dublin Steam Packet Company*, 8 Ad. & El. 835; *Reeve* v. *Davis*, 1 Ad. & El. 312; *Havelock* v. *Geddes*, 10 East, 555; *Myers* v. *Burns*, 35 N. Y. Rep. 269). That the vessel was not kept in repair, but was unseaworthy: (citing *Wright* v. *The Orient Mercantile Insurance Company*, 6 Bosworth's Rep. 269; *Hathaway* v. *The Sun Mercantile Insurance Company*, 8 *id.* 54). That the owners having agreed that the vessel should be kept in repair, were bound to keep her so: (citing *Paradine* v. *Jayne*, Aleyn, ; *Harmony* v. *Bingham*, 12 N. Y. Rep. 107) and were liable for the damages resulting from the delay occasioned by the failure to keep her so, and that the loss of the beef resulted from that delay.

For the steamer, *C. Donohue*.

BLATCHFORD, J.—It may not be difficult to hold that, under the charter-party, the claimants were bound to keep the boiler and its tubes in proper condition during the voyage, through the master and the chief engineer as their agents; that the claimants remained in possession of the vessel for such purpose, through those officers, as agents for such purpose; that the boiler and its tubes were not kept in proper condition; and that from that cause the voyage was delayed and prolonged. By the charter-party the claimants agree so keep the vessel, while on a voyage named in the charter-party, well fitted and provided with every requisite for such a voyage; and it is agreed that the libellants shall not pay any expense of repairs. To enable the claimants to discharge such duty, it is provided that they shall have the nomination of the person who is to be chief engineer, and that no appointment of a captain shall be made otherwise than subject to their approval. The chief engineer was nominated by them, and the captain was appointed with their approval. The claimants assumed absolutely the obligation referred to. They either deprived themselves voluntarily of all means of fulfilling it, by not having any agent on board to

attend to its fulfilment, or the officers referred to must be regarded in the interest of the claimants, through their mode of appointment, for the purpose of seeing to the fulfilment of such obligations. The claimants contend that the libellants were in the exclusive possession of the vessel. But the provisions that the vessel shall be at the sole use and disposal of the libellants, and that the libellants shall man, coal, and victual her, and pay her running expenses (except insurance and repairs), and return her at the expiration of the charter in proper condition, less ordinary wear, and take and deliver her at New York, and pay one-half of her salvage earnings to the claimants, are not at all inconsistent with a fulfilment by the claimants of the agreed duty of keeping the vessel well fitted and provided with every requisite for the voyage, or with such possession by the claimants, through the captain and chief engineer appointed in the manner prescribed as would enable the claimants, through those officers, to represent them in that regard, to see that the agreement was performed. That the boiler and its tubes were not kept in proper condition during the voyage is established by the evidence. The boiler was not seaworthy. Whatever its apparent condition was when the vessel left Galveston for the first time, with her cargo of beef on board, subsequent events and the results show that the boiler was unseaworthy. There was no cause to produce the blowing out and leaking of the tubes, but the inherent defects of the boiler. Having left Galveston on the 31st Oct. at 11 o'clock a.m., the vessel was stopped at 7 p.m., because twenty-six out of the 144 tubes in her boiler were leaking. She lay until 10 a.m. on the 1st Nov., making repairs, and then returned to Galveston, and remained there making further repairs till 7 a.m. on the 7th Nov., thus losing full seven days of time. The return to Galveston was necessary in order to obtain a proper tool with which to make the repairs. On the voyage from Philadelphia to Galveston the vessel was stopped at sea on the 8th Oct. for five and a half hours, to make repairs on the boiler and engine, and on the 12th for two and a half hours, to plug leaking tubes, and on the 17th for two hours, for repairs to the boiler. This indicated a condition of things which required that the boiler should be thoroughly repaired before starting on the return voyage. But the repairs made were not thorough as shown by the result. The return to Galveston was the result of the co-operating judgment of the captain and the chief engineer, that such return was necessary. On the return voyage the vessel put into Key West, arriving there at 3 p.m. on the 14th Nov. During the passage to Key West the boiler leaked, though there was no stoppage. The vessel left Key West on the 15th inst at 2.30 p.m. On the 16th and 17th the boiler leaked. On the 18th the vessel stopped for seven and three-quarter hours and stopped up three tubes, and on the 21st she stopped for four and a half hours and stopped up one tube and repaired three others. She arrived at Delaware city three and a half hours below Philadelphia at noon on Nov. 22nd, with twenty-six of her tubes plugged up. The quarters of beef were on slated racks in a refrigerating room in the hold of the vessel. In such room was a box, standing on the floor, about four feet square and eight or nine feet high. This box was replenished with ice from time to time. By machinery outside of the room the air of the room was driven through the box, and into contact with the ice, and out again into the room, constantly circulating. There was no opening into the room except by a hole in the top, and there was an opening into the box from the outside of the room, to replenish the box with ice from the general depository of ice elsewhere. The difficult question in the case is as to whether it is satisfactorily shown that the beef was spoiled and lost through the causes set forth in the libel. The burden of proof is on the libellants to show this. The averment of the libel is, that by reason of the detention of the steamer at Galveston, while making repairs, and by reason of the detention of the steamer in making her passage from Galveston to Philadelphia, owing to the unseaworthy condition of the boiler tubes, and by reason of the hot water which escaped from the defective boiler tubes, and was negligently allowed to run into the bilge of the steamer and melt the ice in the refrigerator where the fresh beef was stowed; the beef became damaged, spoiled, and entirely lost to the libellants. It is not enough to show the unseaworthy condition of the boiler tubes, and that the vessel was detained at Galveston to repair them, and was detained on her passage by reason of them and to repair them, and that hot water escaped and ran into the bilge, and some ice was melted from such cause. It must be shown that, but for such things the beef would have been and was unspoiled, and merchantable as fresh beef.

Zane, the person who came in the vessel from Galveston in charge of the beef, testifies that when the vessel left Galveston the first time the temperature of the room was 39 deg. Fahrenheit; that while they were stopped at sea, outside of Galveston, it rose to 46 deg.; that when they returned to Galveston it was 44 deg.; that the day before they arrived at Key West it was about 50 deg; that they had about 100 tons of ice when they left Galveston the first time, and about 95 tons when they left the second time; that they had about 15 tons left when they reached Key West; that they procured 20 tons more at Key West; that the first day out from Key West (16th Nov.) the temperature of the refrigerating room was about as usual, say 40 deg.; that the next day it became 60 deg., and afterwards increased to 68 deg., when they were about at Cape Hatteras; that then the beef spoiled and part of it was thrown overboard, and that at that time the ice was not quite all used up.

The libellants contend that the beef remained unspoiled until after the vessel had left Key West for Philadelphia, and that the cargo would have been landed in good merchantable order at Philadelphia before the time it, in fact, spoiled, but for the detentions specified in the libel, because, but for such detentions, it would have been at Philadelphia unspoiled at a time when it was at sea, unspoiled.

No complaint is made as to any loss of time by putting in at Key West. From the time the vessel left Galveston the second time (7th Nov., at 7 a.m.) till she substantially reached Philadelphia (22nd Nov., at 3½ p.m.) was 15 days and eight and a half hours. Leaving Galveston 31st Oct., at 11 a.m., a trip of 15 days and eight and a half hours, would have brought her to Philadelphia, Nov. 15, at 7½ p.m., at which time she was at sea, having left Key West five hours before. Was the beef unspoiled and merchantable at the time the vessel left Key West? Captain Dennison, on his direct examination, testifies that he saw the cook cutting some of the beef, and cooking it, and the men eating it, on the Monday after leaving Key West (which Monday was Nov. 18), that it was on the cabin table, and eaten by same, after leaving West Key, and that it cut as if it was good. On his cross-examination this is his evidence:—Q Did not you yourself at that time, at Key West, after the attempt was made to get the beef, say it was stinking?—A. I do not remember that I did. Q. Will you swear you did not?—A. I will not. Q. Will you swear it was not stinking?—A. I will not swear. Q. Was it not, in fact, beginning to taint?—A. That is a hard question for me to answer, because I did not know the condition of it then. Q. You have been swearing to something about its condition; I ask whether it was not beginning to taint?—A. I had my suspicions about it. Q. Were not your suspicions that it was beginning to taint?—A. I was told it was not. Q. Did you not know that that beef was beginning to taint at that time?—A. I would not swear it was good, nor would I swear it was bad. Q. You were one of the persons interested in the beef?—A. I was very anxious to get it here safe. Q. Did you not state, in Key West, at that time, that it was beginning to taint, or was tainted?—A. I might have said so, but I do not remember. Q. Did you not say to Mr. Sherman, your chief engineer, that the beef stank, at Key West?—A. I may have said so, but I do not remember that I did. I will not swear I did not, because I said a great deal about the beef being bad. Q. Did you not say, at Key West, that it was "all up?"—A. Not that I remember. Q. You will not swear you did not?—A. I will not swear I did not. Q. Did you not say, in Key West, that you were very much worried about buying the ice, as you thought it was so much money thrown away?—A. I said, in Key West, that I would not buy the ice, if the party in charge did not give me a written order to buy it. I may have said I feared it; ice was so very high there that I hated to buy it, and I thought we had enough, when we left Galveston, to see us home. Zane, in his direct examination, says that the beef was in good order when they arrived at Key West; that he is sure it was good the Tuesday morning, after leaving Key West (which Tuesday was Nov. 19th); that he knows it was good then because he ate of it, and saw others eat of it; that he examined it himself, and that he detected indications of its spoiling the next day. On cross-examination, he says that he gave some of the beef to one of the government vessels at Key West, and it was good. The evidence shows that this was an experimental voyage, to see whether the refrigerating apparatus and machinery would work successfully. There were 15 tons of ice left on arriving at Key West. The consumption of ice from Galveston to Key West, in 7 days and eight hours had been 80 tons. The running time of the vessel from Key West to Philadelphia was 6 days and twelve and three-quarter hours, after deducting the stoppages. Yet the vessel did not have over 35 tons of ice (including the 20 tons purchased at Key West) for use during that time. The same rate of use as from Galveston to Key West would have required over 71 tons for the voyage from Key West to Philadelphia, instead of 35 tons. If the beef was good at Key West, these facts would tend to show that its subsequent spoiling was due to a want of sufficient ice; or, if there was ice enough, to the inability of the apparatus to preserve the beef. Notwithstanding the delay, the libellants were bound to use all accessible means to preserve the beef. If ice was needed, and could be procured, it should have been procured at Key West, and such additional expense, and not the loss of the beef, have been thrown on the claimants. It does not appear that more ice could not have been obtained at Key West. The impression produced by the evidence is that, as the ice was going out, the beef began to spoil, and that it spoiled because the ice gave out. The first day out from Key West the temperature of the refrigerating room was about 40deg., the usual, and as I understand from the testimony, the proper temperature. The fact that so small a supply of ice was procured at Key West, and that there was such reluctance on the part of the captain to procure what he did, looks in the direction, very strongly, of a spoiled condition in the beef at Key West, or such a condition as made it substantially unmerchantable when it reached Key West. This is confirmed by the halting testimony of the captain. If true, then the delay before the vessel reached Key West was not the reason why the beef did not reach Philadelphia in merchantable condition. Because, the delay before reaching Key West was only seven days, and the running time from Key West to Philadelphia added to the time the vessel remained at Key West was seven days and twelve and a quarter hours. If the beef was good at Key West, and spoiled afterwards for want of ice, the claimants are not shown to be responsible for the loss. If there was plenty of ice after leaving Key West, and yet the beef spoiled, it would indicate inability in the apparatus to prevent the spoiling, and for this it is not shown that the claimants are liable. As to any melting of ice by hot water in the bilge, any effect therefrom to spoil the beef is covered by the views before stated. But I am not satisfied, from the evidence, that any hot water in the bilge, from the leaking tubes, had any effect to raise the temperature of the refrigerating room or to melt any ice. On a full consideration of the whole case, I can come to no other conclusion than that the libellants have not made out the the cause of action set forth in the libel, and that it must be dismissed, with costs.

COMPANY LAW.

NOTES OF NEW DECISIONS.

WINDING-UP UNREGISTERED ASSOCIATION—PRACTICE.—In reply to a circular issued by M. and D., setting forth a project for acquiring and remodelling a theatre at the cost of £12,000, with the intention of selling it to a company, to be formed for the purpose, for £40,000, which would enable a return to be made of £300 for every £100 subscribed, several persons, exceeding seven in number subscribed to the project. Held (affirming the decision of Bacon, V.C.) that the subscribers were partners, and that the partnership, as it consisted of more than seven members, could be wound-up under the 199th section of the Companies' Act 1862: (*Re the Royal Victoria Palace Theatre Company*, 30 L. T. Rep. N. S. 3. L.JJ.).

RAILWAY—LANDS CLAUSES ACT.—A vendor's costs under the 80th section of the Lands Clauses Consolidation Act are not payable out of a fund paid into court by the promoters of an undertaking under the 85th section of the Act. Decision of Bacon, V.C., reversed: (*The Neath and Brecon Railway Company*, 30 L. T. Rep. N. S. 3. L.JJ.).

MERCANTILE LAW.

NOTES OF NEW DECISIONS.

VERBAL CHARTERING—NO BILL OF LADING—MATE'S RECEIPT NOT CONCLUSIVE EVIDENCE AGAINST MASTER OF QUANTITY SHIPPED.—The plaintiffs having verbally chartered the ship of the defendant to carry iron from Glasgow to Swansea, the ship was loaded with iron bought by the plaintiff from W. and Co. The iron was weighed by the agents of W. and Co., to whom the mate gave a receiet signed by him for 330 tons, but there was no bill of lading. On delivery at Swansea the quantity of iron was discovered to be 326¼ tons only, but the mate deposed, and was not contradicted, to the delivery of all that had been shipped. The plaintiffs having paid on the full amount of 330 tons to W. and Co., who refused to repay them the difference, sued the defendant for short delivery. Held that there was no evidence of negligence in the defendants, and that if there had been, it would not be negligence causing loss to the plaintiffs, and a County Court judgment in favour of the plaintiffs for short delivery reversed: (*Biddulph and others* v. *Bingham*, 30 L. T. Rep. N. S. 30. Ex.)

BILL OF LADING—DELIVERY OF LESS QUANTITY THAN THAT STATED IN BILL.—The whole freight named in the bill of lading is payable to the shipowner carrying under it, although a less quantity of goods than the quantity named in the bill of lading be delivered, if the quantity delivered be no less than the quantity received by the shipowner. By French law the whole freight is payable whether the whole quantity named in the bill of lading be carried or not, and therefore, in the case of a bill of lading executed in France, it is immaterial whether or not the shipowner received the whole quantity named in the bill of lading. By 18 & 19 Vict. c. 111, s. 3, "every bill of lading is conclusive evidence of the shipment as against the person signing it." *Semble* that by this statute the bill of lading is conclusive evidence as to quantity, not to weight: (*Blanchet* v. *Powell's Llantwit Collieries Company (Limited)*, 30 L. T. Rep. N. S. 28. Ex.)

REAL PROPERTY AND CONVEYANCING.

NOTES OF NEW DECISIONS.

BREACH OF TRUST—NEW TRUSTEES—APPOINTMENT OF SOLE TRUSTEE—LOSS OF TRUST FUND—LIABILITY OF SOLICITOR—CONSTRUCTIVE TRUSTS.—Those who create a trust clothe the trustee with a legal power and control over the trust property, impesing upon him a corresponding reponsibility, which responsibility may be extended in equity to others who are not properly trustees if they are found either making themselves trustees *de son tort*, or actively participating in any fraudulent conduct of the trustee to the injury of the *cestuis que trust*. But strangers are not to be made constructive trustees merely because they act as the agents of trustees in transactions within their legal powers, even transactions of which a court of equity may disapprove, unless those agents receive and become chargeable with some part of the trust property, or unless they assist with knowledge in what they know to be a dishonest and fraudulent design on the part of the trustees. The court does not approve of solicitors or others, who are properly witnesses, and who are not primarily chargeable with any part of the relief prayed, being made parties to suits with a view of charging them with costs alone. A testator bequeathed his residuary estate to three trustees, upon trust as to one-fourth part thereof, for the separate inalienable use for his daughter A. for life, with remainder to her children. Two of the trustees died, and the surviving trustee appointed A.'s husband sole trustee of his wife's share of the trust fund, and that share was transferred into the sole name of the husband, who employed it in his business and became bankrupt. A solicitor, who had previously acted in the affairs of the trust, prepared the deed of appointment, but only after strong protestations against the transaction, and another solicitor, after informing A. of the danger of the proposed appointment, approved of the deed on behalf of A. and her husband. Held (affirming the decision of Wickens, V.C.) that the solicitors were not liable to make good the loss of the trust fund, and that a bill seeking to make them liable had properly been dismissed with costs: (*Barnes* v. *Addey*, 30 L. T. Rep. N. S. 4. Chan.)

EXECUTOR DE SON TORT—ASSIGNEE OF LEASE—AGENT OF EXECUTOR DE SON TORT.—The executor of an executor *de son tort* may become himself executor *de son tort* in respect of the estate of the original intestate, and where the father was executor *de son tort* with regard to a lease, and the son upon his death acted as agent to the mother till her death, and then continued in possession of the lease for the benefit of himself and the other children, it was held that he became assignee of the lease, and liable upon the covenants therein: (*Williams and Another* v. *Heales*, 30 L. T. Rep. N. S. 20. C. P.)

COUNTY COURTS.

BURNLEY COUNTY COURT.

18*th Dec.* 1873, 29th *Jan.* 1874.

(Before W. T. S. DANIEL, Q.C., Judge.)

LORD v. HARDMAN.

Piecework—Supply of materials—Liability of employer.

A power-loom weaver, paid by piecework, but bound not to leave his employment without giving seven days' notice in writing, is not entitled in the absence of express contract to damages for loss of wages through not being fully supplied by his employer with materials for his loom, where the deficient supply was not occasioned by the wilful refusal or negligence of the employer. The limit of the implied legal liability of the employer is to find reasonable employment according to the circumstances of the trade: (*Pilkington* v. *Scott*, 15 L. J. N. S., 329, Ex.; *Reg.* v. *Welsh*, 22 L. J., N. S. 145, Mag. Cas.; *Aspkin* v. *Austin*, 5 Q. B. 674.)

Deane (Blackburn) for plaintiff.

Baldwin (Burnley) for defendant.

HIS HONOUR.—This action is brought to recover the sum of 10s. 6d. as damages for loss of wages to the plaintiff, through an alleged breach of contract by the defendant. Though the sum sued for is small, the case was treated as involving a question of considerable importance to the trade and industry of this district. The plaintiff is a power-loom weaver, and the defendant is a manufacturer occupying room and power in a mill in Burnley, in which he has 170 looms, upon which from 40 to 50 weavers are employed, all of whom are paid by piecework according to an agreed list of prices. The wages are paid weekly, and are made up to the Wednesday, and paid on the following Saturday in each week, and the amount of wages payable to each weaver necessarily depends upon the quantity of work done by him during the week. The following is a copy of the rules in force at the defendant's mill, and which regulates the terms on which the plaintiff was employed.

"NOTICE.—All persons employed in these works are required to give seven days' notice, in writing, at the counting house before leaving their employ, and seven days' notice in writing will be given by the undersigned before the discharge of any person from such employ, except in the event of any person being guilty of wilful neglect, or spoiling of work, disobedience of orders, or any misdemeanour, in which case the person offending will be liable to immediate discharge, and on proof of wilful damage to forfeit any wages that may be due at the time of such discharge. All notices to be given on Wednesday night before six o'clock. Any person being absent from work without a substitute will be considered to have left without notice. Any persons leaving without notice will forfeit all wages due to them.—Signed, RICHARD HARDMAN."

The plaintiff entered upon his employment as a power-loom weaver, having four looms under his management; and on the Monday in the first week of his employment his looms were stopped for two hours for want of weft, and he was stopped all day on the following Wednesday from the same cause. On that day he gave the defendant the seven days' notice in writing required by the rules to leave his employ. He was supplied with weft on the following day (Thursday), but he had none on Friday or Saturday, and notice was given by the defendant that the weavers need not come till after breakfast time on the following Monday. At that time the plaintiff attended his employment again, and he was supplied with weft and warp for his looms from that time till the following Wenesday night, when his employment terminated according to his notice. Upon his wages account being made up to that time, the quantity of work done being less than it would have been if he had had a continued supply of weft, the amount of wages payable to him was less than he would have been able and expected to have earned by the sum claimed, namely, 10s. 6d., which he demanded of defendant, and defendant refused to pay. A question was raised by the defendant as to the amount, it being insisted on his behalf that the difference between what the plaintiff earned and what he might have earned did not exceed 7s. 6d., but I adopt the plaintiff's computation of his loss. The case, as at first opened on behalf of the plaintiff, was that the non-supply of weft was attributable to the wilful refusal or neglect of the defendant to supply it. The result of the evidence satisfied me that the defendant had done all that a prudent manufacturer, acting for his own interest and the interest of those employed by him, could be reasonably expected to do under the circumstances. I am satisfied that what the defendant did he did according to the usual custom of business, and he acted for the best for his own interest and the interest of the plaintiff and the other weavers in the same employment, and he was not, in my opinion, bound to do more. It was then contended for the plaintiff that the contract between him and the defendant involved an implied obligation on the part of the defendant to keep the plaintiff supplied with sufficient material to enable him to keep his looms going during the whole period of his employment, so as to enable him to do as much work as the looms were capable of turning out under his management, and thereby secure for himself as large an amount of wages as his skill and industry would enable him to earn. And it was further contended that this obligation was absolute, and that the plaintiff ought not to be affected by any circumstances which might occasion the deficient supply, though those circumstances might be beyond the control of the defendant, and though they actually arose out of the ordinary hazards and risks of the trade, and, in short, that the defendant must be considered as insuring the plaintiff constant remunerative employment, and as taking all risks and hazards upon himself. That, on the one hand, the wages to be earned by the plaintiff were the only fund out of which he could provide the necessaries of life for the support of himself and family; while, on the other hand, the question with the defendant was only one of more or less profit upon capital, with which labour had nothing to do. This contention would seem to apply to every description of remuneration for labour by piece work, and to every form of interruption to the continuance of that labour however occasioned. The importance of the question as thus stated to the commercial and industrial classes generally is obvious; but, in endeavouring to arrive at a proper decision of the question, it must be borne in mind that though the argument on both sides had a tendency to drift into the discussion of vexed questions between capital and labour, those questions cannot be discussed here. In this court the question can only be dealt with as one of contract, and must be determined by the application of principles and rules established by authority, and illustrated by examples of decided cases. Two cases were cited and relied upon by Mr. Deane on behalf of the plaintiff as authorities for the principle of the implied absolute obligation for which the plaintiff contends. The first case was that of *Pilkington* v. *Scott*, which occurred in 1846, and is reported 15 L. J., N. S., 329, Ex. Ch. That was an action by one rival manufacturer against another for harbouring one Joseph Leigh, a servant of the plaintiff's. The defendant pleaded not guilty. The case was tried at Liverpool before Patteson, J., and an agreement of service between Leigh and the plaintiffs was put in, which the defendant contended was invalid as being unilateral and not mutual, on the ground that the plaintiffs were not bound to employ Leigh, but only to pay him as long as he was employed, and that such an agreement was in restraint of trade, and therefore void as being against public policy. The learned judge overruled the objection, and the plaintiff recovered a verdict for £4. The agreement was that Leigh should and would at all times during the term of seven years to be computed from the date, serve the plaintiffs, their executors, &c., as a crown glass maker; that he should not during the term work for any other person at any other glass house or place of business without the licence of the plaintiffs; that it should be lawful for the plaintiffs to deduct from his wages any fine that he might incur for breach of their rules; that during any depression of trade he should be paid a moiety of his wages; that if he was sick or lame, the plaintiffs should be at liberty to employ any other persons in his stead without paying him any wages; that the plaintiffs should pay him a sum, and so long as he should be employed and work as a crown glass maker wages by the piece (stating them), and £8 per annum in lieu of house rent and firing, and that the plaintiffs should have the option of dismissing him on giving him a month's notice and paying him a month's wages. A rule *nisi* for a new trial was obtained for misdirection on the ground that the judge ought to have directed the jury to find for the defendant, inasmuch as the agreement was invalid, being unilateral and not mutual, the master not being bound to employ the workman at all, but only to pay him as long as he might be employed, and that the agreement was in restraint of trade. After argument the court discharged the rule, holding that the agreement was not in restraint of trade (an objection which has no application here), and that upon the question whether the agreement was void for want of mutuality, as containing no undertaking on the part of the masters to employ the workman, Baron Alderson says, "We must take the whole of the contract together. The workman agrees to serve the plaintiffs on certain terms, and the plaintiffs agree to pay him some certain wages on certain terms. And they are to have the option of dismissing him on giving him a month's notice or a month's wages. Now, if all these stipulations are taken together, they clearly point to an undertaking on the part of the master to employ the workman for seven years, subject to the terms above mentioned. This is a reasonable bargain made with good consideration, and the amount of the consideration is not material." The other judges, Baron Rolfe and Baron Platt concurred, giving similar reasons. That case merely decided that on the agreement in question there, there arose an obligation on the part of the master to find employment for the workman, but the extent of the obligation, which is the question in this case, was not decided or even discussed. The other case relied upon was *Reg.* v. *Welch* (22 L. J., N. S., 145, Mag. Cas.), decided in 1853. This was an application by T. F. Griffiths for a rule calling on certain justices of the borough of Birmingham and Robert Whitaker to show cause why the justices should not hear, determine, and adjudicate upon an information and complaint laid by Griffiths on behalf of himself and his co-partners, under 4 Geo. 4, c. 34, against Whitaker for breach of a contract

of service. In that case, by an agreement in writing dated 2nd Dec. 1852, Whittaker agreed with Griffiths and his partner, in consideration of £3 lent by Griffiths and Co., and of wages to be paid him to serve Griffiths and Co. as a tinplate worker, and not to serve anyone else without their leave in writing, for the term of twelve months, and until the expiration of three calendar months after notice by Whitaker to Griffith and Co., of his intention to determine the service. And in consideration of his good and faithful services Griffiths and Co. agreed to pay him on Saturday night in every week during the said term such wages as the articles made by Whitaker should amount to at Griffiths and Co.'s usual workmen's prices. The agreement then contained a proviso enabling either party to determine the service after the said term of twelve months by a three months' notice, and a stipulation authorising Griffiths and Co. to deduct 10s. per week until the sum of £3 was paid. The justices refused to adjudicate upon the hearing or to order Whitaker to return to the service on the ground that the agreement was bad on the face of it, for want of mutuality—there was an express obligation on the part of Whitaker to serve, but no express obligation on the part of Griffiths and Co. to employ him. The court, however, held that there was an implied obligation on Griffiths and Co. to find Whitaker employment. During the argument Lord Campbell observed: "It would be for the jury to say what was a reasonable quantum of work. The agreement provides for its continuance until one or other party gives notice. Does not that imply a contract to find employment?" And in giving judgment, Lord Campbell, after stating the terms of the agreement, says: "Under these circumstances it is surely a necessary implication that the employers shall find reasonable work for the servant as well as pay him wages for the articles he makes. The contrary would be to suppose a most unreasonable intention, which could never have entered into the heads of either party. The stipulation as to giving notice after the expiration of the twelve months shows that some obligation was cast upon the employers, and I think that was, according to the circumstances of the trade during the time of the contract to find reasonable employment for the servant. This being so, the contract is not a unilateral one, but one binding each party to the performance of some obligation, and therefore valid." The expressions of Lord Campbell in that case were strongly relied upon by Mr. Deane as justifying his contention that there was in this case an implied obligation on the part of the defendant to find work, arising from the fact that by the terms of the agreement the defendant had stipulated for seven days' notice being given by the plaintiff before he could leave his employment. But when Lord Campbell says that there is an implied obligation on the employer to find work, he limits that obligation to finding reasonable employment according to the circumstances of the trade. The question what is reasonable employment is left undetermined, as it must depend upon the circumstances of each case. All that was decided in that case, as in the case of *Pilkington* v. *Scott*, was that there was a sufficient consideration upon the face of the agreement to enable the court to say that it was not void for want of mutuality, and thus afford an excuse for the workman for a breach of his contract. I cannot regard either case as an authority for the contention raised here. Admitting that the provision in the rules which requires the plaintiff to give seven days' notice before leaving his employment raises an implied obligation on the part of the defendant to find the plaintiff employment, the case of *Reg.* v. *Welsh* decides that that is reasonable employment according to the circumstances of the trade. Now, what that reasonable employment is is a question of fact to be determined by evidence—it is not a question of law to be deduced from the terms of the contract or the nature of its provisions. The parties might by express stipulation define what should be the limits and extent of the obligation; but those limits and extent, if intended to modify or increase the limit and extent prescribed by law, would depend upon the mutual intention of the parties, and should therefore be made the subject of express stipulation. In the case of *Aspkin* v. *Austin* (5 Q. B. 674), Lord Denman, C.J., in delivering a considered judgment of the court, thus speaks of the danger and impropriety of implying terms that might, if intended, be made the subject of express stipulation: "It is one thing for the court to effectuate the intention of the parties to the extent to which they may have, even imperfectly, expressed themselves, and another to add to the instrument all such covenants as, upon a full consideration of the court, may deem fitting for completing the intention of the parties, but which they either purposely or unintentionally may have omitted. The former is but the application of a rule of construction to that which is written; the latter adds to the obligations by which the parties have bound themselves, and is, of course, quite unauthorised as well as liable to great practical injustice in the application." These remarks, resting upon such high judicial authority, are, as it seems to me, pointedly applicable to the present case. The rules, after providing for seven days' notice being given on each side before determining the employment, expressly provide that any person being absent from work without a substitute will be considered to have left without notice; and any persons leaving without notice will forfeit all wages due to them. The plaintiff's contention would require that there should be considered as inserted in the rules a converse provision to this effect: That if from any cause a weaver paid by piece-work shall not be kept constantly supplied with weft and warp in his loom, the employer shall pay him by way of damages such a sum as he might have earned as wages for the work he might have done if his looms had been kept constantly supplied with weft and warp. Such a provision might, of course, be the subject of express agreement, but for the law to imply it against the defendant, and without his consent, would be unjust. The defendant might and did say such a provision is contrary to the universal and well-known usage of the particular industry, as was proved to be the fact in this case. The plaintiff admitted he had never made or heard of such a claim being made before. And the defendant might and did further urge that the constant and continuous supply of weft and warp for his looms is a matter in which he is as much and even more interested than his weavers, his loss in such supply failing being greater than theirs, and that this supply depends upon circumstances which involve trade risks which are beyond his control, and must be and are known to be so to the plaintiff and all engaged in this branch of skilled labour. For instance, the risks of irregularity and unavoidable delay in transit whether by railway or otherwise, besides the risk of disputes and differences arising between employers and workmen in other branches of industry, which are involved in placing the weft and warp in the loom, and other instances might be given. The result, therefore, which I have arrived at is that, as a fact, the plaintiff has had reasonable employment according to the circumstances of the trade, and that his further claim is unsuppoted by any decided case, and is not warranted by any sound principle, and recognised by law as applicable to the construction of this contract. I should not have considered it necessary to have entered into the case at such great length, as I believe I decided the same point the same way in a case which occurred some time since at Chatham; but I was informed that in this case the claim had been brought forward at the instance and in the interest of the general body of weavers in this district, who are paid piece work, with the view of having their rights in this matter settled by the decision of a court which it will be their duty to respect, and as the decision of this court is binding only as a decision of the particular question in the particular case between the particular litigants, and is of no authority as a precedent, I am willing to grant the plaintiff leave to appeal, but of course upon the usual terms. And these, as he is supported by his union, there will be no difficulty on his part in complying with. The judgment will be entered in this court for the defendant with costs.

CARDIFF COUNTY COURT.

Wednesday, March 4.

(Before J. M. HERBERT, Esq., Judge.)

THE SANSONE.

Admiralty—Necessaries—Pilotage.

His HONOUR said: This was a suit for necessaries, instituted by the plaintiff for the recovery of a sum due for the pilotage of the ship from Penarth Roads to a point beyond Ilfracombe and back, the master having put back from stress of weather. The plaintiff claimed £5 16s., being the amount which a regular pilot of this port would be entitled to under the bye-laws; but the plaintiff being only a dock pilot, and his licence not extending beyond Penarth Roads, he is not entitled to the amount allowed by the bye-laws, but only to such a sum as might have been agreed upon, or as his services were worth. The plaintiff swore that he had told the captain that the pilotage to Lundy would be £4 7s. 6d., and the master having decided upon going back to Penarth Roads after the pilot had passed Ilfracombe, he contended that he was entitled to one-third more for the back pilotage, as allowed under the bye-laws to the licensed pilots. The captain refused to pay him the sum claimed on the ground that he had not taken the ship to Lundy, and referred him to Mr. Lucovich, as the agent of the ship. Mr. Lucovich having seen the plaintiff, and knowing the captain's ground for disputing the claim, agreed with the plaintiff that the captain should pay him £4 for his services; and the plaintiff having agreed to accept that sum in full, Mr. Lucovich gave him a letter to the captain, directing him to pay the plaintiff £4. The plaintiff took away the letter, leaving Mr. Lucovich under the impression that the matter was thus settled; but instead of delivering the letter to the captain, he destroyed it, and commenced this suit, and had the ship arrested. Mr. Lewis Reece appeared for the plaintiff, and Mr. Ingledew for the owners. Mr. Ingledew objected that the suit was wrongly brought, and that pilotage could not be recovered in a suit for necessaries, but only, if at all, in a suit for wages. This objection, if tenable, is one of importance, because the jurisdiction of the County Court in admiralty, being limited to certain specified causes of suit or grounds of claim, it is necessary that the præcipe should set forth the ground of claim in proper form and with sufficient accuracy to show that it comes within the jurisdiction. It is further necessary with regard to the rights of the sureties, for if the bail bond be given to secure the plaintiff his damages to be recovered in one form of suit, it would, I conceive, be impossible to enforce the bond for the recovery of damages for a cause of suit not coming under or within the head or description of claim set forth both in the præcipe and the bail-bond. Now it is clear that a claim for pilot's services, if it can be enforced in the County Court in Admiralty, must come under the head of necessaries or of wages. There is no other subject-matter of the jurisdiction given by the statute applicable to it. But if it comes within a suit for necessaries, no such claim could have been brought in the High Court of Admiralty before the passing of the 3 & 4 Vict. c. 65, the 6th section of which enacts "That the High Court of Admiralty shall have jurisdiction to decide all claims and demands for necessaries supplied to any foreign ship or sea-going vessel, and to enforce the payment thereof, whether such ship or vessel may have been within the body of a county or upon the high seas when the necessaries were furnished in respect of which the claim was made." And this right to sue in the Admiralty Court for necessaries was extended by the 5th section of the Admiralty Act of 1861, to "any claim for necessaries supplied to any ship elsewhere than in the port to which the ship belongs, unless it is shown, to the satisfaction of the court, that at the time of the institution of the cause any owner or part owner of the ship is domiciled in England or Wales." Hence a claim for necessaries supplied to a ship can only be enforced in the High Court of Admiralty, when the ship is either a foreign ship or a British ship, not in her own port, and not having an owner or part owner domiciled in England. And it appears from *The Dowse* (22 L. T. Rep. N. S. 627; L. Rep. 3 Ad. 135), and *Everard* v. *Kendall* (L. Rep. 5 C. P. 428; 22 L. T. Rep. N. S. 408), that the jurisdiction of the County Court in admiralty is limited in the same way as the jurisdiction of the High Court of Admiralty is limited. Hence it follows that if pilotage be recoverable as necessaries, it could only be so recoverable when the pilotage services were rendered to a foreign ship or to a British ship when not in her own port, and not having an owner or part owner domiciled in the kingdom. But it seems pretty clear from the authorities that a pilot could always sue for his wages in the Admiralty Court. In the *Prince George* (3 Hag. 379), it was held that any person employed on board a ship is entitled to the privilege of arresting the ship in the Court of Admiralty for his wages, and so widely has the term "Mariner" been stretched as to include the surgeon of a ship, so as to entitle him to arrest the ship for his wages. In *Ross* v. *Walker* (2 Wils. 266) a pilot had sued in the Admiralty Court for his wages, and a prohibition was applied for; and it was held that, though a pilot is a mariner, yet if he sue for wages for piloting a ship from Sea Reach to Deptford, both within the body of a county (which circumstance took away the jurisdiction of the Admiralty Court until the passing of the 3 & 4 Vict. c. 65), prohibition will lie; and in "Pritchard's Digest" this case is cited as an authority that "a pilot may sue in the Admiralty Court for his wages unless the contract be made and the work done *infra corpus comitatus*," 2 vol. 922. The *Benjamin Franklin* (6 C. Rob. 350), was a suit for wages on the part of a pilot for conducting the ship, an American vessel, from the Downs to Flushing; and the demand was resisted on a suggestion of want of skill in running the vessel on a sand bank, by which considerable damage was sustained. This suit was instituted in 1806 (during the war), and Sir W. Scott decided against the pilot on the ground of his navigating a foreign ship to an enemy's port. This point was not raised by the owner, and Sir W. Scott, at the end of his judgment, says, "Costs are asked, but as the owners did not take the objection on which my judgment is founded, by appearing under protest, and since by that omission the other party has been led on to defend himself upon the merits, I shall not give costs." This case appears to me to be inferentially a strong authority that the cause was well

brought for wages. Being then satisfied by these authorities that pilotage is included under the head of claim "wages," I think however much disposed I may feel to consider that the service is in the nature of a necessary, that I ought to hold that the Legislature did not intend to include it under the class or description of necessaries, for which the right to sue is given by the 3 & 4 Vict. c. 65, especially as such right to sue is limited in the way I have mentioned. I, therefore, am of opinion that the suit was wrongly brought, and that I ought to discharge the bail. But I intimated at the hearing that I was inclined to think I might amend, under the provisions of the County Courts Acts, those Acts being incorporated with the County Courts Admiralty Act by the 34th section; and inasmuch as the agent of the ship and the captain had full notice of the nature of the claim, I think I ought to exercise the power if it exists, without prejudice to the right of the sureties to be discharged from the bail bond. Now the 57th section of 19 & 20 Vict. c. 108, appears to me fully large enough to give me the power of amendment required. It is, "The judge of a County Court may at all times amend all defects and errors in any proceeding in such court, whether there is anything in writing to amend by or not, and whether the defect or error be that of the party applying to amend or not; and all such amendments may be made with or without costs, and upon such terms as to the judge may seem fit; and all such amendments as may be necessary for the purpose of determining in the existing suit the real question in controversy between the parties shall be so made, if duly applied for." The only question in controversy between the parties to this suit is the question of plaintiff's wages. I shall, therefore, under this section, if I am asked by the plaintiff so to do, strike out the word "necessaries" from the præcipe, and substitute for it the word "wages," But, having regard to Mr. Lucovich's evidence that the plaintiff agreed to accept £4 in full payment of his claim, and being of opinion that that agreement was binding upon him under the circumstances (for, notwithstanding he swore that the master agreed to his terms, and the master was not called to contradict him, it was clear that the master denied the agreement and its performance, as stated by the plaintiff, and therefore the matter was sufficiently in dispute to make the compromise binding), I shall decree only the sum of £4 for the plaintiff's services; and inasmuch as the destruction of Mr. Lucovich's letter was most improper and inexcusable, and as the institution of this suit was, in my opinion, under the circumstances, quite uncalled for, I shall not allow the plaintiff any costs of the suit.

IPSWICH COUNTY COURT.

Saturday, Feb. 21.

(Before J. WORLLEDGE, Esq., Judge.)

DOUGHTY v. PRESS.

Tithes—Covenant running with the land—Right of assignee.

HIS HONOUR this morning gave judgment in a case in which Miss Mary Ann Doughty sought to recover from Mr. Edward Press the sum of £39 4s., being the amount of eight years' land-tax, which the plaintiff had been called upon to pay, and had paid, in respect of a moiety of the tithes arising from certain lands in the parish of Syleham, and which moiety of tithes Miss Doughty's father purchased of Mr. Press's uncle as long ago as the year 1827. The case came on for trial at Harleston, in May 1873, when Mr. Merewether was counsel for the plaintiff; Mr. Blofeld for the defendant. On the 19th Dec. 1827, John Latham Press, defendant's uncle, was owner for the residue of a term of 1000 years, created by deed, dated 26th Jan. 1549, of the tithes of Syleham, and contracted with the plaintiff's father, George Clarke Doughty, for the sale to him of a moiety of the tithes, which were then compounded for at £216 16s., for the sum of £2703 15s. purchase-money. No conveyance was then executed, but instead thereof, by an indenture dated the 19th Dec. 1827, John Latham Press covenanted to convey upon request. The indenture also contained a covenant to indemnify against various charges, including land tax. Mr. Doughty died on the 22nd April 1832, and Mr. Press on the 19th Dec. 1835, both before any conveyance had been executed. Doughty bequeathed his moiety or the tithes to his daughter, the plaintiff, and Press, his moiety to his nephew, Edward Press, the defendant, and George Latham Press; the defendant being also his heir-at-law. Mr. J. L. Press also in his will directed two of his executors, William White and Thomas Lombe Taylor, to perform the agreement contained in the deed of 1827. On the 14th March 1839, a deed was executed, to which the executors, defendant, and his brother, and Miss Doughty were parties, by which the executors assigned the moiety of the tithes to Miss Doughty, and personally covenanted that they did not encumber. The two brothers Press were, then, merely parties for the production of the deeds. There was no covenant in this deed, however, by either of the parties indemnifying Miss Doughty against land-tax. In 1821 the tithes were commuted to £245; but no demand was made upon Miss Doughty for land tax till 1853, when she paid £2 12s. 4d., and had since paid various other amounts. She made no demand, however, for the repayment of these amounts till the 4th April 1872, when Messrs. Josselyn and Sons, having been consulted by the plaintiff, wrote to the defendant, calling his attention to the deed of 1827, and requesting payment of £106 5s. 6d. Mr. Merewether argued that plaintiff, as assignee of his uncle, the covenantee in the deed of 1827, was entitled to sue the defendant as assignee of his uncle, the covenantor, upon the covenants contained in that deed, or if not as assignee, as heir-at-law of his uncle; in other words, that the plaintiff is entitled to the benefit, and defendant was liable to the burden of the deed of 1827. His Honour remarked that it was clear that by the deed of 1827 the legal estate in the moiety of the tithes did not pass to Mr. Doughty, and he, in fact, never acquired the legal estate in it, the latter being vested in Mr. J. L. Press. After the death of Mr. J. L. Press it vested in the executors, and passed, by the deed of 1839, to Miss Doughty, so that, as far as the legal estate was concerned, she was the assignee of J. Latham Press, the covenantor, and not of her father, the covenanted. Until he (His Honour) heard Mr. Merewether's argument, he always supposed that for a covenant to run with land—and it was the same with tithes—the assignee of the covenantee was enabled to sue on it, and the covenantee must have some legal estate in the land to which the covenant could be attached, and this view was supported by the case in Coke upon Littleton, 387 A., and by *Webb* v. *Russell* (3 Term Rep. 393). Mr. Merewether contended that *Webb* v. *Russell* was not a binding authority, and referred to a case in which Lord Tenterden was reported to have remarked that the decision in that case had caused a great deal of feeling at Westminster, and the Real Property Commissioners expresed an opinion that it would be well if the law as laid down in that case could be altered. Mr. Merewether also quoted *Wakefield* v. *Brown* (9 Q. B. Rep. 209) and *Magnay* v. *Edwards* (22 L. J., N. S., 170, C. P.). The latter was a case in which the Court of Common Pleas had confirmed a previous judgment of the Court of Queen's Bench. His Honour said the facts in *Wakefield* v. *Brown* were not identical with the present case, and not only so, but from the words of Jervis, C.J., in giving judgment in *Magnay* v. *Edwards*, and from the remarks made by Willes and Keating, the learned editors of Smith's Leading Cases, it was clear that the case *Wakefield* v. *Brown* was regarded as a doubtful authority. He would, therefore, decline to follow it, and extend its operation to the present case. Mr. Merewether had also referred to two Irish cases, *Averall* v. *Wade* (Lloyd's and Goold's Reps., Temp. Sugden, 252), and *Hatton* v. *Waddy*, a case on the equity side of the Irish Court of Exchequer (2 Jones's Irish Exchequer Reps. 541). He (his Honour) did not consider that these cases applied. It, therefore, appeared to him that at the time of the execution of the deed of 1827 Miss Doughty, the covenantee, had no legal estate in the moiety of the tithes in question, and these cases were no authority whatever that Miss Doughty could maintain an action at Common Law, upon the covenant to indemnify contained in the deed of 1827. Therefore upon the sole ground that Miss Doughty had no right of action at common law, whatever remedy she might have had at equity, he would give judgment for the defendant with costs. But in the event of an appeal against his decision the other points raised by Mr. Blofeld, the defendant's counsel, must be open to the defendant.

MANCHESTER COUNTY COURT.

Saturday, Feb. 7.

(Before J. A. RUSSELL, Q.C., Judge.)

Re SIMPSON AND SONS.

Bankruptcy Act 1869—*Partnership—Death of partners—Distribution of property.*

J. A. S. entered into partnership with his son, W. S., in April 1864, *as cotton spinners. J. A. S. died, and in May* 1865 *an agreement was entered into by and between the executors of J. A. S. and the several parties interested in his estate, under which it was arranged that three of the sons, W. S., C. J. S., and F. S., should take the goodwill, stock, and machinery of and in the said business at an agreed price, and should carry on the business in manner set out in that agreement. The business was carried on for two or three years, when another son, A. S., was taken into the partnership, and the business was carried on under the agreement of May* 1865 *and a further agreement then made with the executors. On 2nd Jan.* 1871 *articles of partnership were entered into by the four brothers, which provided, amongst other things, that in case of the death of either of the four brothers in the partnership, the partnership should not be dissolved, but the survivors should carry on the business, and the shares of either of them should be ascertained at the succeeding stocktaking after such death. There were other provisions as to the mode of dealing with the property in such an event. The capital of the firm consisted of money left by the father, debts owing to the concern, and the machinery and stock. No balance sheets were made out, as provided by the articles.*

A. S. died in Sept. 1871; *C. J. S. died in Jan.* 1872. *Their shares were not ascertained at the stocktaking succeeding their decease. The business was carried on by the two surviving brothers, the assets of each of the deceased remaining in the business. New stock was purchased and intermixed.*

On the bankruptcy of the firm, after the death of A. S. and C. J. S., those creditors whose debts were contracted before that time contended that the proceeds of such of the machinery as could be distinguished as having belonged to the partnership of the four should be divisible amongst the creditors of the early partnership, in priority to those of the creditors who had become so after the death of A. S. and C. J. S. respectively.

Held, that the matter must be decided by the terms of the agreement of May 1865, *and that the proceeds of such of the machinery as could be distinguished as having belonged to the partnership of the four should be divided amongst the creditors of the four partners.*

Ambrose, barrister, instructed by *Boote* and *Edgar*, appeared on behalf of the creditors of the two surviving partners.

Coventry, barrister, instructed by *Cooper* and *Sons*, for the creditors of the four original partners.

Jones, attorney (of the firm of *Sale, Shipman*, and *Co.*), for the trustee under the bankruptcy.

It appeared that on the 12th April 1864, Mr. J. A. Simpson, who was the father of the debtors, Walter Simpson and J. A. Simpson, entered into a partnership with Walter Simpson to carry on business at Park-lane Mills, Preston. J. A. Simpson died on the 25th April 1864, and on the 3rd May 1865, an agreement in writing was entered into between the executors of J. A. Simpson and the beneficiaries under the will. By the agreement it was arranged that Walter Simpson, C. J. Simpson, and Frederick Simpson, the sons of the testator, should carry on the business, and should take the goodwill, stock, and machinery thereof, at an agreed price. The business was carried on till June 1867, when a further agreement was entered into. The business was continued by Walter Simpson, Fred. Simpson, C. J. Simpson, and Arthur Simpson, under the agreement of the 3rd May. On the 2nd Jan. 1871, articles of partnership were entered into which contained a clause that, in case of the death of either of the four brothers—the members of the partnership—the partnership should not be dissolved, but the survivor or survivors should carry on the business, and the shares of either of them should be ascertained at the succeeding stocktaking after such death. The half of the balance then found to be due to any of them was to remain in the hands of the firm, except as to a sum of £200 for the period of three years from such decease, and the other half, except as regarded the £200, should remain in the hands of the survivors for five years, and the whole of the said balance should be secured to the representatives of either or any of them by the promissory notes of the survivors, such notes bearing interest at the rate of 7½ per cent., payable to such representatives quarterly, and the £200 should be paid to the representatives of the remainder within one calendar month of the death of any one of them. The brother Arthur died on the 27th Sept. 1871, and the business was continued by the three surviving partners. Charles J. Simpson, another of the brothers, died on the 15th Jan. 1872, and from his death up to the commencement of the proceedings in liquidation on the 19th Dec. 1872, the business had been carried on by the two survivors. There had been no stocktaking after the death of either of the brothers, nor had their shares been ascertained. No promissory note had been given to the representative of either of the deceased partners, nor was the £200 paid in either case within the month. Small sums had from time to time been paid to the widow of each, but not specifically in respect of the £200. Upon the death of Arthur, the assets remained, and were used for the purpose of the business, and the same happened at the death of Charles John.

The question for the opinion of the court was whether the creditors of the four partners were entitled to have the machinery or such part as could be distinguished as having belonged to the

partnership of the four, or the proceeds of such machinery divided amongst the creditors of the four in priority to the other creditors.

Coventry contended that the clause in the partnership deed, although it might amount to the agreement to assign the shares of the deceased partners, was executory, and that therefore the case came within the rule laid down in *Ex parte Wheeler*, Buck, 25, and *Ex parte Cooper* (1 M. D. & D. 358), and the shares of the deceased partners remained subject to the lien of their representatives to have the creditors of the old firm paid, and that such creditors could take advantage of that lien, and claim priority over creditors of the new firm. He cited also *Ex parte Ruffin* (6 Vesey, 119), *Ex parte Williams* (11 Vesey, 6), and was then stopped by the judge.

Ambrose, on the other hand, contended that whether or not the agreement was executory, the ascertaining of the shares was not a condition precedent to the passing of the property or shares of the deceased partners to the survivors, and distinguished the cases of *Ex parte Williams* and *Ex parte Cooper*.

In giving judgment—His HONOUR stated the facts as given above, and having referred to the clause in the agreement on which the case turned, said:—On one side it is contended that the clause operates as an absolute assignment, and on the other that it does not operate absolutely. The principle on which the decision of this case depends is laid down in Lindley on Partnership, p. 674, 3rd edit. After quoting the principle as here stated, he went on—Let us look at the position of the parties at the time of this agreement being entered into. The clause says, that the partnership should not be disturbed in case of death, and that the business should be carried on. Without such a clause death would have dissolved the partnership, which would have been most inconvenient. But there is something further, viz., that on the death of one of the partners, all that had been the property of the firm should not *eo instanti* become the property of the three surviving partners, but that the share of the deceased partner should be ascertained, and then left in the concern; that his share, which by his death had been severed, should be ascertained and brought back as a share. Before it was ascertained, how could it be valued? Before it was valued, how could it be bought? As the value of the share had never been ascertained, it has never become the property of the surviving partners. Matters stand now as they stood at the moment of the death of the first of the partners. I therefore answer the question left for the opinion of the court in the affirmative, and find that the creditors of the four are entitled to have the machinery or such part thereof as can be distinguished as having belonged to the partnership of the four, or the proceeds thereof, or such portion of them as can be distinguished as aforesaid divided amongst the creditors of the four in priority to the other creditors; the costs of those for whom Mr. Ambrose appears to be paid out of the estate, and I refer it to the registrar to inquire whether the machinery referred to, or any and what part thereof, could at the date of the petition be distinguished as having belonged to the partnership of the four, and in what manner such machinery was fixed to the freehold, with liberty for any party to apply.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

DISCHARGES UNDER LIQUIDATION AND COMPOSITION — RELEASE OF CO-DEBTOR — JOINT CREDITOR—EQUITABLE SET-OFF.—The 49th and 50th sections of the Bankruptcy Act 1869 (32 & 33 Vict. c. 71), which enact that an order of discharge shall release the bankrupt from all debts provable under the bankruptcy (cases of fraud excepted), but shall not release any person who at the date of the order of adjudication was a partner with the bankrupt, apply to discharges under sect. 125 and 126, and the word "bankrupt" in sects. 49 and 50 is to be read as applicable to any debtor obtaining a discharge under the statute. A discharge releases only the debtor to whom it is granted, and leaves a co-debtor liable to be separately sued by a joint creditor. M. and H., who were partners, gave their acceptances to G. for goods sold. The acceptances became due, and were dishonoured, after which M. and H. dissolved partnership, H. undertaking to pay all the firm's obligations. H. then filed a petition for liquidation by arrangement under the Bankruptcy Act 1869, and it was subsequently agreed that a composition of 10s. in the pound should be accepted by H.'s creditors, among whom were the holders of the acceptances, endorsed by G. to them, and H. was granted his discharge. G. then filed a petition, and the creditors, on condition that G. should pay 9s. in the pound, authorised the trustee to transfer to G. any debts which should not be realised, the names of the debtors being set out in an annexed schedule. The debt of M. and H. was not inserted in the schedule, the bills being considered by the trustee of no value, but there was no intention of reserving a right of action to the trustee in respect of them, and they ultimately were given to G. by the holders. In an action by M. against G. for a separate debt, G. pleaded an equitable set-off, setting up the debt due to him from M. and H. Held, that the discharge of H. did not discharge M., and that it left M. liable to G., who could therefore maintain his right of set-off in the action. Held, also, that the right of action was either legally in the defendant or legally in the trustee, to hold it in equity in trust for him, and that evidence was admissible as to the reasons why the plaintiff's liability in respect of the bills was not inserted in the schedule of debts to be transferred to G. by the trustee: (*Megrath* v. *Gray*, *Gray* v. *Megrath*, 30 L. T. Rep. N. S. 16. C. P.)

BANKRUPTCY—ASSIGNMENT OF ALL DEBTOR'S PROPERTY—PRIOR AGREEMENT TO ASSIGN ON DEMAND—PART DEBT AND PRESENT ADVANCE.—In 1870 two traders who carried on business in partnership agreed, in consideration of past and present advances, that they would, on demand, assign to their father and brother the business then carried on by them together, with the lease of their business premises (which lease was afterwards deposited with the lenders), and also the fixtures and their stock and utensils in trade; and it was provided that if the debtors should repay the sum due with interest, then the agreement should be void, but should they be unable to repay the sum due, then a valuation of the premises thereby agreed to be assigned should be taken, and the amount whereby such valuation should exceed the sum then due should be paid by the father and brother of the debtors. In 1873 an assignment was made in accordance with the agreement, and the amount whereby the valuation exceeded the sum then due to them was paid by the father and brother to the debtors, who expended the same in paying certain creditors, and shortly afterwards presented a petition for liquidation, stating their assets to be nil, and their debts to be £1833: Held, that the agreement of 1870 gave the father and son a good equitable security upon all the property of the debtors included in the assignment of 1873, and that the assignment therefore was not fraudulent or an act of bankruptcy. Held, also, that the effect of the assignment was only to pass the legal estate in the lease, and that if the assignment had never been executed, and the debtors had merely given possession to their father and brother of the premises, stock-in-trade, &c., comprised in the agreement, on receiving the balance of the valuation, the title of the father and brother to the property under the agreement would have been good. Held, also, that the assignment was not an evasion of the Bills of Sale Act, inasmuch as possession of the property assigned was given at the same time the deed was executed. Decision of Mr. Registrar Murray affirmed: (*Ex parte Izard*; *Re Cook*, 30 L. T. Rep. N. S. 7. Chan.)

DEBTOR'S SUMMONS—ACT OF BANKRUPTCY—ISSUE OUT OF LOCAL BANKRUPTCY COURT—RESIDENCE.—A debtor's summons for a debt exceeding £50 was issued out of a County Court within the jurisdiction of which the debtor's father lived, the creditors being unable to find out his residence. The summons was served upon the debtor in London, the debtor having, after the summons was issued, stated that he resided at a house in London, to which the goods in respect of which the debt arose had been sent. Held (affirming the decision of one of the registrars), that as the debtor's summons had been issued out of a court within the jurisdiction of which the debtor did not reside, neglect to comply with it was not an act of bankruptcy within the Bankruptcy Act 1869, s. 6, sub-sect. 6. Petition for adjudication of bankruptcy accordingly dismissed with costs: (*Ex parte Boyle*, *re Plummer*, 30 L. T. Rep. N. S. 2. Chan.)

COURT OF BANKRUPTCY.

Wednesday, March 11.

(Before Mr. Registrar MURRAY, sitting as Chief Judge.)

Re ELFORD.

Proof—Voting—Application to restrain creditor.

THE debtor, Henry Elford, a metal merchant of Oxford-street, recently filed a petition for liquidation under which the court appointed a receiver. This was an application on behalf of creditors to restrain the debtor from voting, under a resolution passed in the case of Messr. Burrs, whose failure was announced some weeks since, for the acceptance of a composition of 1s. in the pound.

Stibbard, solicitor, appeared in support of the application.

Finlay Knight opposed it.

It would seem that the debtor had been engaged in transactions of an extensive character with Messrs. Burrs, and in consequence of their failure his affairs became embarrassed, and on the 16th Feb. a debtor's summons, under the Bankruptcy Act 1869, was issued against him, and on the following day he filed a petition for liquidation. A few days before the presentation of the petition a first meeting was held under proceedings for liquidation by Messrs. Burrs, which resulted in an adjournment to the 26th ult.; and at the adjourned sitting the present debtor, with the assent of the receiver, proved a debt of £16,934 against the estate, after deducting the value of certain securities which he held and which he assessed at £10,000, and by his proxy voted in favour of a resolution for the acceptance of a composition of 1s. in the pound. The grounds of the application were substantially these, that after the debtor had presented a petition for liquidation he had no right to vote upon the resolution, and that the value of the securities was not properly stated; but from an affidavit filed in reply, it appeared that the debtor at the first meeting under Messrs. Burrs's liquidation tendered a proof; the composition of 1s. in the pound was more than the assets showed; and the securities had been gone through and their value agreed upon.

His HONOUR said this was quite a novel application; an experiment, indeed, to induce the court to exercise its discretion in a way which would be productive of great mischief and inconvenience. The proof had been tendered and the matter was in the hands of the creditors, and any objection would be dealt with in the usual way. The application was made, not with the view of ascertaining a principle, but with transparent object of affecting the validity of the composition, and the court was bound to refuse it.

LEGAL NEWS.

MANSION HOUSE POLICE COURT.

Charge of Libel.

RUPERT RAINS, a solicitor, was charged with publishing a libel.

Hume Williams was counsel for the prosecution.

Montagu Williams defended the prisoner.

When the case was called on, *Montagu Williams* stated that he proposed, with the consent of the court and of the other side, to take a course which would save all further trouble. The defendant was a solicitor of forty years standing, and he had been mixed up with certain matters in which the prosecutrix was concerned. He very much regretted having written the letter containing the alleged libel, and he wished to disclaim any intention to place that construction upon it which the prosecutrix and her advisers had done. He, therefore, made this apology for his conduct.

Hume Williams thought the defendant had, under the advice of his counsel, acted wisely in making an unqualified apology to the prosecutrix, which she was perfectly willing to accept, and he hoped the recollection of these proceedings would serve as a caution to him for the future.

Alderman BESLEY expressed his satisfaction at the course that had been adopted, and allowed the summons to be withdrawn, the defendant paying the cost of the proceedings.

LAW AND PARLIAMENTARY COMMITTEE OF THE COURT OF COMMON COUNCIL.—This committee dined together at the City Terminus Hotel, Cannon-street, on Monday evening, under the presidency of the chairman, Mr. F. Kent, solicitor, who was supported by Mr. Serjeant Simon, M.P., Mr. Skinner (recorder of Windsor), Mr. Brandon, Mr. Deputy Shephard, Mr. R. Cox, Mr. Fricker, Mr. Creasey, Mr. Greenwood, Mr. Scott, Mr. Mathews, Mr. Innes, jun., Mr. Lowe, Mr. Catty, and others. After a well-served dinner, a variety of toasts were given, those relating to royalty being the prelude to others. "The Lord Mayor and Corporation" was allotted to Mr. Skinner, who spoke of his admiration of the public spirit of the corporation, and concluded by expressing a hope that it would be preserved for ever. The name of Mr. R. Cox was connected with the toast, and he replied to it, saying that, in common with those with whom he was associated, he fully appreciated any compliment to the corporation. The chairman proposed the "Houses of Lords and Commons," and took occasion to say that, whatever party was at the helm of affairs, they would endeavour to so discharge their public duties as to add lustre to the name of England. Mr. Serjeant Simon responded, paying a tribute to the constitution under which we live, and concluded by an assurance that, though he would be one of those in the cold shade of opposition, he should in no way be factious in his treatment of the action of the ministry. "The Bench" was given by the chairman, who associated with the toast the name of Mr. Brandon, who, he said, was always polite and attentive in his judicial duties. This gentleman had recently been appointed assistant-judge of the Mayor's Court, which was the best court in the city. Mr. Brandon, in acknowledg-

ing the compliment, assured those present that, had it not been for the kindness of the committee, he should not have aspired to the position he now held. Mr. Innes, in giving "The Chairman of Committees," coupled with the toast the name of Mr. Fricker, who answered it. The Chairman said he was now about to propose the toast of the evening. It was that of "Their late Chairman, Mr. Deputy Shephard," who had presided over the committee during the past year in such a "pastoral" way as would lead them to give a cordial reception to the toast. They had amongst themselves resolved to present his friend with a testimonial. It had taken the shape of a handsome clock, and, in handing it over to the recipient, he had, in the name of the committee, to wish him the enjoyment of health and prosperity for many years to come. Mr. Deputy Shephard (replying) remarked that he had, during his year of office, received the cordial support of the committee. If this had not been so, their reports would not have received the favour at the hands of the court that they had done. He was pleased that his conduct had met with their appreciation, and he could assure them that their presentation that evening would ever recall to his mind the kindness extended to him. Mr. Serjeant Simon proposed the "Health of the Chairman" in flattering terms, predicting for him some eminence in the future, and incidentally referring to the corporation as a road to political life. The Chairman, in reply, observed that he was always actuated by a desire to be of use to the community. He added that to be chairman of the committee was a high reward to him for anything he had done. Mr. Innes, responding to "The Vice-Chairman," a post he occupied, spoke of his admiration of the energy and patience with which many gentlemen of the Court of Common Council gave themselves up to the hard work of the corporation.—*City Press.*

BANQUET TO LORD CHIEF JUSTICE COLERIDGE.—This being the first time that Lord Coleridge, one of the Judges of the Oxford Circuit, has visited Oxford since his elevation to the Bench, a sumptuous banquet was given him in honour of the event by the Rector of Exeter and the Fellows, in Exeter College Hall, on Thursday evening, last week. Lord Coleridge was formerly a Fellow of this college, and it is a curious fact that his father, Sir John Taylor Coleridge, was similarly entertained at this college in 1835, soon after his elevation to the Bench. The Rector of Exeter presided on Thursday, and there were 130 present, among them being the Bishop of Oxford, the Vice-Chancellor, the Hon. W. Coleridge, of Trinity College, son of Lord Coleridge, many of the Heads of Houses. Dr. Adams (Recorded of Birmingham), and the leading members of the Bar. Various toasts were proposed, that of the guest of the evening by the Rector of Exeter.

A BARRISTER SENTENCED TO PENAL SERVITUDE.—At the Old Bailey on Tuesday, George Rutherford, described as a barrister, aged 54, pleaded guilty to a charge of obtaining furniture and other goods from tradesmen under false pretences. The prisoner had gone about representing himself as being about to marry an heiress worth £30,000, and that he required furniture to fit out a residence in accordance with his coming high position. His story turned out successful, and he obtained the credit which he now acknowledged to be fraudulent. The Common Serjeant said it was marvellous that tradesmen should be such dupes. It was evident that the prisoner had been getting his living for many years by swindling, and a previous conviction of five years' penal servitude having been proved against him, the sentence now was that he be kept in penal servitude for seven years.

THE LATE LORD WESTBURY'S WILL.—A correspondent who certainly ought to be aware of the facts, informs us that it was deemed advisable, for reasons of a private nature appertaining to the family, and not on account of any obscurity in the language of the will, that the administration of the estate of the late Lord Westbury should be accomplished under the Court of Chancery, by means of what is called a friendly or amicable suit. Accordingly, this suit was advisedly commenced in the chambers of the Master of the Rolls, at the time when Lord Selborne was acting for the Master of the Rolls, and when it was generally anticipated that Lord Coleridge would succeed Lord Romilly. In the course of administration questions naturally arise from time to time upon which the trustees under the will seek to avail themselves of the guidance of the court, and these questions are accordingly adjourned into court for the purpose of amicable argument. Our correspondent asserts that "counsel whose opinions always commanded at least equal respect with that of Sir George Jessel when practising at the Bar have certified that no obscurity whatever exists either in the words of the marriage settlement to which allusion has been made or in the words of the late Lord Westbury's will. There may have been an omission in the latter document, which does not constitute obscurity."

THE Queen has been pleased to grant the office of Solicitor-General for Scotland to George Millar, Esq., one of her Majesty's counsel.

The following specimen of a Greek epigram is well worth quoting, from Mr. J. S. Phillip's Elegiac Translation:—

> The legal Hydra to the *charge*
> Renascent rushes, twice as large;
> A hundred heads, and all elate
> With tongues exclaiming, "Six and eight;"
> We cut him down—a hundred more
> Rise up and cry, "Thirteen and four."

Re THOMAS WEBSTER.—This case came before the London Bankruptcy Court last week. The debtor, who filed his petition for liquidation in June 1870, was described as of Pump-court, Temple, of Great George-street, Westminster, and of Sandown, Isle of Wight, barrister-at-law. This was an application by Mr. Saunders for an interim injunction to restrain Mr. Thomas Greenhill from issuing execution upon a judgment recovered by him against the debtor and Mr. Jonathan Jolliffe. It appeared that Mr. Greenhill's action was for an alleged breach of an agreement in reference to the construction of the Isle of Wight (Newport Junction) Railway Company. The court had declined to restrain the action, but Mr. Saunders said he had now to submit that, the final award having been made in the action, Mr. Greenhill stood in the position of a creditor whose debt had been ascertained, and for which he might now prove under the liquidation proceedings. His Honour granted an interim injunction.

IRISH LAWYERS IN PARLIAMENT.—The list of lawyers who have been returned to the new Parliament by various constituencies in Ireland is unusually long, at all events in excess of former Parliaments. It includes not only the Attorney-General and the Solicitor-General for that country (Dr. Ball and Mr. Law, Q.C.), but eighteen barristers and four solicitors, exclusive of several country gentlemen who are members of the Irish Bar, but who do not practise. The former are:—Sir Colman O'Loghlen, County Clare; the Hon. David Plunket, Q.C., Dublin University; Mr. Isaac Butt, Q.C., Limerick; Mr. William Johnston, Belfast: Mr. Keyes O'Clery, County Wexford; Mr. Richard O'Shaughnessy, Limerick; Mr. Serjeant Sherlock, Q.C., King's County; Mr. Patrick Leopold Martin, Kilkenny County; Mr. Charles Henry Meldon, County Kildare; Sir George Bowyer, County Wexford; Mr. Philip Callan, Dundalk and County Louth; Mr. Edward John Synan, County Limerick; Mr. John Dunbar, New Ross; Sir Patrick O'Brien, King's County; Mr. Denis Maurice O'Conor, County Sligo; Mr. John William Ellison Macartney, County Tyrone; Sir John Esmonde, County Waterford; and Mr. Patrick James Smyth, County Westmeath. The solicitors who sit in Parliament for Irish constituencies are:—Mr. Charles Edward Lewis, Londonderry City; Mr. M'Carthy Downing, County Cork; Mr. Charles Joseph Fay, County Cavan; and Mr. John George M'Carthy, Mallow.

LAW STUDENTS' JOURNAL.

GENERAL EXAMINATION.—EASTER TERM, 1874.

HINDU, MAHOMEDAN, AND INDIAN LAW.

Rules for the Examination of Candidates.

AN examination will be held in March next, to which a student of any of the Inns of Court will be admissible.

Each student proposing to submit himself for examination will be required to enter his name at the Treasurer's Office of the Inn of Court to which he belongs on or before Tuesday, the 24th day of March next.

The examination will commence on Friday, 27th day of March next, and will be continued on the Saturday and Monday following.

It will take place in the Hall of Lincoln's-inn; and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The examination will be conducted in the following order:

Friday morning, 27th March, at ten, on Hindu Law; afternoon, at two, on Mahommedan Law.

Saturday morning, 28th March, at ten, on the Indian Penal Code; afternoon, at two, on the Criminal Procedure Code.

Monday morning, 30th March, at ten, on the Civil Procedure Code; afternoon, at two, on the Indian Evidence Act.

The oral examination of students will take place after the Examiner has perused the examination papers, of which notice will be given.

The Examiner will examine in the following subjects:

1. Hindu Law—

On "Adoption:" "Stridana," "Benamee,', and "Succession in Divided" and in "Undivided Families."

2. Mahommedan Law, the whole(except Sale).

3. The Indian Penal Code. Act XLV. of 1860. Chapters 5, 11, 16, 17, and 19.

4. The Criminal Procedure Code. (New) Act X. of 1872. Chapters 2, 4, 7, 15, 19, and the whole of part X.

5. The Civil Procedure Code. Act VIII. of 1859, and the Amending Act, XXIII. of 1861. Chapters 3, 4, 8, and 10.

6. The Indian Evidence Act. Act I of 1872 (and the Amending Act). The whole.

By order of the Council,
S. H. WALPOLE, Chairman.

Council Chamber, Lincoln's Inn,
24th February 1874.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.

COUNTY COURTS.—In any future reform of the County Courts one thing should engage the attention of the Lord Chancellor, which I am sure the Profession would gladly see brought about. It is this—the remuneration of the practitioner placed on an entirely new footing. I do not myself see, in the first place, why substantial costs should not in all cases follow the event. In theory I know that the County Courts are supposed to afford to parties an easy, economical, and speedy mode of asserting their rights, without having to run to an attorney; and therefore his remuneration, when he is employed, is either altogether unprovided for, or, at best, but inadequately secured. In practice, however, this theory is an utter absurdity, and the sooner such a "legal fiction" is exploded the better. True, the later enactments which regulate the County Courts (and which have conferred upon them additional jurisdiction as well), have partly met this, by providing, in certain cases, a higher scale of costs; but every practitioner knows that the rate of remuneration, even in these cases, is altogether out of character with the importance of the work to be done and the responsibility which arises out of it. Of course the question must be looked at from a reasonable point of view, and I don't for a moment say that a claim for 40s. should entail the same expense for its recovery as a claim for £40. At the same time it should be remembered that a small sum in dispute may, and often does, involve questions of most serious importance, and the same rules and questions of law have to be considered and disposed of whether the claim be for 40s. or a much larger amount. The court fees, which are at present unnecessarily heavy, might advantageously be lowered, and the costs of attorney proportionatly increased. A. B.

OUR INVADERS.—I have cut the following from the *Echo* of 6th March 1874:

LEGAL ADVICE and ASSISTANCE.—Debts recovered, railway claims, divorce and other suits prosecuted. Deeds and wills prepared and proved. Consultations free.—Mr. MARSH, 4, Symond's-inn, Chancery-lane.

And I need scarcely add that the advertiser does not figure in the Law List for this year.

AN ATTORNEY-AT-LAW.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.

Queries.

79. PROBATE DUTY.—Should the value of a gift *donatio mortis causâ* be included in the estimate of a testator's estate for probate duty? Such a gift is expressly liable to legacy duty under 36 Geo. 3, c. 52 s. 7, as a legacy within the meaning of that Act. W. E.

80. SETTLEMENT OF FURNITURE.—Furniture in a house belonging to A. B. is seized and sold by the sheriff to C. D. C. D. sells the furniture to E. F. (the father-in-law of A. B.), who assigns the same to two trustees for the benefit of his daughter, the wife of A. B., and her children. The furniture remaining apparently in the order and disposition of A. B., is it necessary, in order to protect the same as against creditors, that the assignment or settlement should be registered under the Bills of Sale Act, and also re-registered every five years? Please quote authorities. H. C.

81. BANKRUPTCY—PRACTICE IN COUNTY COURTS.—Can any of your readers inform me if the registrar of a County Court, which has not the bankruptcy jurisdiction, is compelled to administer oaths to parties pre-

seating proofs under the Bankruptcy Act 1869, to be used in another County Court, without payment of any fee? Is sect. 58 (19 & 20 Vict. c. 108) prospective: and does it apply to affidavits under the Bankruptcy Act 1869?—E. S.

82. NEGLIGENCE.—At a recent auction sale a man purchased a bedroom carpet, and went, according to custom, the next morning, to pay for and remove said carpet. In pulling the carpet from under a wardrobe the glass of the door fell out, and broke into a thousand pieces. The auctioneer insists on the purchaser of the carpet paying for a new glass plate, or taking the wardrobe as it is for the sum at which it was knocked down to another man. The glass plate was, of course, insecurely put in, or it could not have fallen out so easily. How far is the purchaser of the carpet liable? I ask the question on behalf of a poor man, and shall hope to see an answer in your next impression.

FAIR PLAY.

83. SOLICITOR'S ACCOUNTS.—A solicitor acts for lessee on granting of a lease and subsequent mortgage of same in January 1873 for £800 and deducts his charges from mortgage money, but supplies no account. Also a subsequent further charge on lease to secure £150. Out of this sum he sends his client only £100, and furnishes no account. He collects the rents of the mortgaged property as agent for the mortgagor from March to December 1873, viz., £86, and delivers an account showing whole amount expended on repairs, commission, taxes, &c., except £4, which he remits as balance. What remedy, if any, is there against the solicitor for accounts, &c.? Q.

84. CORONER'S LAW.—Can any of your correspondents inform me whether the case of *Reg.* v. *Justices of Carmarthenshire* (10 Q. B. 796) has been either overruled, or in any way varied, or whether there are any more recent cases bearing on the same point? Cases will oblige. CORONER.

85. TITHE RENTCHARGE.—A., owner of a farm, sold part of some closes to B., a railway company; B. entered and worked the land so purchased, but eventually abandoned the line. The land so worked by B. is an inclosed unproductive waste. C., the tenant of the farm, has always paid the rentcharge on the whole farm, including the land sold to B.—about thirteen acres; he now refuses to pay for such thirteen acres. What remedy has the proprietor of the rentcharge? Are the remaining portion of the closes, severed by B., chargeable with the whole rentcharge apportioned in respect of those closes? Reference to authorities will oblige. J. C. P.

86. TRUSTEES AND CESTUIS QUE TRUST.—Trustees and executors of a will, both having accepted, and being parties interested under it, one as tenant for life of all the property, and the other remainderman as to part thereof (*i.e.*, one share equal to that of others who are not trustees). Is it competent under any circumstances for the latter or either trustee alone to interfere with the principal or otherwise deal with the estate, whether real or personal? REMAINDERMAN.

Answers.

(Q. 78) CONVEYANCING—HABENDUM.—It is not absolutely necessary to state that an estate is granted "unto and to the use of" the grantee, if a consideration is mentioned in the conveyance. It is, however, customary and advisable to insert these words, in order to prevent any doubt arising as to whether the grantee was to take for his own benefit: (See Williams on Real Property, 13th edit., p. 182.) F. C. W.

LEGAL EXTRACTS.

THE BENCH AND THE BAR.

(From the *Pall Mall Gazette*).

DR. KENEALY published a letter the other day in the *Standard* which is intended apparently to protest against a suggestion made in these columns, and, as we belive, adopted elsewhere, that the charges made against him by the Lord Chief Justice and his colleagues and by the jury in the Tichborne case ought, in justice to himself, to the Bar, and to the public at large, to be investigated and adjudicated upon by the Benchers of the Inn of Court of which he is a member. It seemed to us when we published that article, and it seems to us now, that if such a censure as was applied to Dr. Kenealy is to pass unnoticed it will form the worst possible precedent. Men of the age and position, social and professional, of Judges and Queen's counsel are too old and too high placed for scolding matches. When such terms as "Scroggs and Jefferies" on the one side, and "slanderer" on the other, are exchanged between them with no result at all, the profession to which they belong, and the administration of justice itself, are disgraced. Duelling was a barbarous practice no doubt, yet it did in, in a rough objectionable way, recognise the truth that a man's honour is a valuable thing, and that he ought not to sit down with an insult unless he is contented to be disgraced. This was as natural and honourable a feeling as the superstition that a man atoned for an insult by shooting the man whom he had insulted was absurd.

We are well rid of the one, but we ought carefully to preserve the other as far as possible. It would, we think, be generally understood that a man who submitted to an imputation on his character in the public press without suing his slanderer for libel or compelling him to apologise was disgraced. There are cases in which an officer in the army ought to demand a court-martial; and it seems to us that when a Queen's Counsel has heavy charges brought against him not only as a barrister, but as a man of honour and a gentleman, by three judges, one of whom is the Lord Chief Justice of England, and by a jury which by common consent showed inexhaustible patience and great intelligence in dealing with a case of unparalleled difficulty, he ought to be anxious to have those charges investigated by a court of honour to which he happens to be subject; and if that the matter does not present itself to him in that light, the benchers of his Inn ought to take it up for the credit of the Profession, and for the security of the public.

It ought never to be forgotten, though some people are much inclined to forget it, that the public have a strong and direct interest in the good behavour of the Bar—in the maintenance of their privileges on the one hand, and on their being kept within proper bounds on the other. It is a profession which has in most cases, and which ought to have in all cases, a sense of honour and professional morality as distinct and as strictly enforced as those of officers in the army. A barrister has, and ought to have, great privileges. It is his right and duty to say and do without fear or favour things which no other man is allowed to say or do. Private character and conduct are to a great extent at his mercy. It is in his discretion to drag to light secrets which may cover a man with shame for the rest of his days. It may be his duty to discover secret machinations for the injury of others in which persons of the highest social standing and most respectable character are concerned. He can say what he likes without having the fear of the law of libel before his eyes. He can not only ask questions which it would be an unpardonable affront in another man to suggest, but compel the persons questioned to answer him completely and directly; and it is absolutely necessary that he should have these powers in order that justice may be duly administered between man and man. It seems to us that it is at least equally necessary that he should not abuse them; for if he does he becomes one of the vilest and most mischievous of all conceivable social pests. It is impossiblee to imagine a more utterly abominable character than a man who deals to use the fine expression of Chief Justice Erle, in "words sold and delivered," or to use a well-known metaphor of Chief Justice Cockburn's, quoted in the recent trial by Dr. Kenealy, a man who, instead of being a soldier using his sword according to the laws of war, is a prowling assassin armed with a dagger. It may be impossible to draw the line between the two characters in words, and to lay down definite rules by which it may be known in all cases whether a particular act falls on one side of the line or on the other, but it is very far from being even difficult for a body of honourable men, with all the facts of a particular case before them, to assign to any particular man the position which he ought to occupy. Privileges of every kind have their corresponding obligations; and a man who is intrusted by the public with the privileges of a barrister should be made to feel that he runs the risk of infamy and ruin if he abuses them. We pass no judgment at all on Dr. Kenealy's conduct. We express no opinion on what he has said or done. We merely point out the fact that three judges and the jury have accused him of grossly abusing the privileges of his position. We say that such an accusation should make it the duty of his Inn to inquire into his conduct, to set him right with the world if the accusation is false, to protect the public against him for the future if it is completely justified, and to visit him with whatever censure may be thought proper if, though exaggerated, it is not unfounded.

This was and is the view which we take of the matter. Dr. Kenealy's letter to the *Standard* (dated March 7) rather confirms than weakens it. His letter is a justification of his conduct. As regards the charge of disrespect to the Bench he says with a good deal of force: "If I was guilty of contempt of court, why was I not punished at the time, or at all events when the case was over, and when my punishment could no longer prejudice my client?" This, we think, is an answer: Courts of justice are well able to protect themselves against insult, and are armed with special powers for that purpose, and it no doubt would be hard upon a man if the benchers of his Inn were to punish him for acts of disrespect to judges which the judges had not thought it necessary to punish. That, however, is not the real charge which has been made against Dr. Kenealy. The real charge is that he attacked private character recklessly, falsely, without proper grounds, in a great number of cases, and in intemperate language. It is put shortly and plainly enough, though not quite as precise as it might have been, in the note appended by the jury to their verdict. "The jury desire to express their opinion that the charges of bribery, conspiracy, and undue influence brought against the prosecution in this case are entirely devoid of foundation; and they regret exceedingly the violent language and demeanour of the leading counsel for the defendant in his attacks upon the conduct of the prosecution, and upon several of the witnesses produced in the case."

Dr. Kenealy's reply to this consists of two parts. First he says, "It is false, as laid at my door, that I charged the counsel, the solicitors, everybody, as being engaged in a foul conspiracy. So far from having done so, I did the very reverse, as my assailant must have known." Here is a plain issuce of fact between Dr. Kenealy and the jury. Let some one decide between them. The shorthand writers' notes are in existence. Let the Benchers of Gray's Inn read them, and say whether Dr. Kenealy did or did not say what the jury say that he said and what he says he did not say.

Further, Dr. Kenealy observes: "I claim a right to say what I have said" (against the witnesses), "because in my judgment there existed grounds for my assertion as exhibited at the trial." Some of these grounds he proceeds to assign. This is an equally plain issue, and it is the really important issue in the case. Had Dr. Kenealy grounds for the imputations which he made, or did he make them at random or without grounds? In the one case let him by all means be acquitted, in the other let him be disbarred; but in any case, for the honour of the Bar, for the safety of the public, and for his own honour, let him be tried. Let us have something in the nature of a decision by a public body acting judicially on the question whether or no a great breach of public decency has been committed and great private wrongs inflicted by a man holding a conspicuous and honourable public position. Let it not be said that the Chief Justice of England publicly taxed one of her Majesty's counsel with an "unceasing torrent of invective and foul slander;" that Mr. Justice Mellor concurred in that censure, and spoke also of his "braggart demeanour;" that Mr. Justice Lush declared, in reference to the same subject, that "If advocates were at liberty to use denunciation and slander as a weapon, the so-called independence of the Bar would become a public nuisance;" and that the jury added to these declarations of the judges the note which we have just quoted; that all this passed by as so much idle wind, and that Dr. Kenealy was permitted to continue to practise his Profession without any inquiry into the subject by any body of persons competent to hear and determine the matter. If this should be the case, it will constitute one of those crying public scandals which bring about legislative changes. The Bar will be in a position as disgraceful as that of a regiment in the army in which the colonel on parade calls a subaltern a liar and a coward, the subaltern replies that the colonel is a spiteful old fool, and the parties sit down at the mess-table afterwards and talk and laugh as if nothing had happened.

The rest of Dr. Kenealy's letter consists of recrimination and of fustian about "emasculating and enslaving the bar," a "reign of terror," "my profession which it is sought to awe into oriental suppleness and servility," "lords, ladies, and priests who have vast influence in the press, and who are exercising that influence for my destruction," and other matters undeserving of attention.

LAW SOCIETIES.

LEGAL PRACTITIONERS' SOCIETY.

THE following is the draft of a Bill prepared by the Parliamentary committee of the above society, and which Bill it is proposed should be introduced into the House of Commons on as early a day as the forms of the House will admit:—

Whereas it is expedient to discourage the employment of unskilled and unqualified persons in the preparation of legal documents, and to amend the laws relating to bills of sale.

Be it enacted, &c., &c.

1. This Act may for all purposes be cited as "The Legal Practitioners' Act 1874."

2. In the construction and for the purposes of this Act the following words shall have the meanings by the section assigned to them, unless it is otherwise provided, or there be something in the context repugnant thereto.

(1.) "Qualified practitioner" means and includes any serjeant-at-law, barrister, duly certificated attorney or solicitor, proctor, notary public, certificated conveyancer, special pleader, and equity draftsman.

(2.) "Instrument" means and includes every written document.

(3.) "Write," "written," and "writing," includes every mode in which words or figures can be expressed upon material.

(4.) "Person" includes company, corporation, and society.

3. Any person who, not being a qualified practitioner, either directly or indirectly, for or in expectation of any fee, gain, or reward, writes, draws, or prepares any instrument relating to real or personal estate, or to any proceedings in

law or equity, or any instrument in the nature of a contract under hand or seal, shall forfeit the sum of £50 to any person suing for the same, by action of debt in any of Her Majesty's Superior Courts of Common Law at Westminster, in which it shall be sufficient to declare that the defendant is indebted to the plaintiff in the sum of £50, being forfeited by an Act intituled "The Legal Practitioners' Act 1874," and the plaintiff, if he recover in such action shall have his full costs of suit. And in any such action it shall not be necessary for the plaintiff to show that the defendant has received any fee, gain, or reward, specifically for the writing, drawing, or preparation of any instrument, and he shall only be required to show that the defendant has received a fee, gain, or reward, for the business or transaction in respect of, or in regard to which he has, directly or indirectly, written, drawn, or prepared such instrument: Provided always, that the foregoing section does not extend to—

(1.) Any public officer, drawing or preparing any instrument in the course of his duty.

(2.) Any person employed merely to engross any instrument or proceedings.

(3.) Any banker or broker preparing any instrument relating to stocks or shares.

4. That no bill of sale, assignment, transfer, or other document mentioned and comprised in the Bills of Sale Act (17 & 18 Vict. c. 36), and thereby required to be registered, made or given by any person, shall be of any force, power, or effect, unless there shall be present a certificated attorney or solicitor on behalf of such person executing, making, or giving such bill of sale, expressly named by him and attending by his request to inform him of the nature and effect of such bill of sale before the same is executed, and such attorney or solicitor shall subscribe his name as a witness to the due execution thereof, and thereby declare himself to be the attorney or solicitor for the person giving the same, and state that he subscribes as such attorney or solicitor, and that the person so executing the same did fully understand the nature and effect thereof.

5. Nothing in this Act contained shall be construed to authorise any qualified practitioner to do any act which he is not now authorised by law to do.

6. This Act shall not extend to Scotland or Ireland.

We are requested by the Honorary Secretary of the Society to add that it is in contemplation to frame another Bill dealing with the appearance before, and the conduct of business in, magistrates', and in County Courts by unqualified persons, and otherwise to offer to the public and the Profession additional protection in the direction indicated by the above Bill.

THE UNION SOCIETY OF LONDON.

AT a meeting of the Union Society of London, at 1, Adam-street, Adelphi, held on Tuesday evening, the 10th inst, the following subject was submitted to discussion, and negatived: "That this house views with satisfaction the return of the Conservatives to office and power."

BRISTOL ARTICLED CLERKS' DEBATING SOCIETY.

A MEETING of this society was held on Tuesday evening, the 3rd inst., J. Inskip, Esq., solicitor, in the chair. The following was the subject for discussion: "Was the case of *Ireland* v. *Livingston* (L. Rep. 5 H. L. Cas. 395) rightly decided?" Mr. Dymond opened in the affirmative, and Mr. Laxton opposed. The majority of the members were in favour of Mr. Dymond.

LAW STUDENTS' DEBATING SOCIETY.

THE society met on Tuesday evening last at the Law Institution, as usual. The following question was discussed by a well attended meeting, Mr. Byrne in the chair (CCXXVI. Jurisprudential), "Is the legislation of the late Parliament on the whole satisfactory?" and was decided in the affirmative by a small majority.

PETERBOROUGH ARTICLED CLERKS' DEBATING SOCIETY.

A MEETING of this society was held at the New Hall, Peterborough, on the 5th instant, on which occasion W. Wilkins, Esq., vice-president, occupied the chair. The following was the subject for discussion: "Is an admission in a letter to a third party sufficient to take a debt out of the Statute of Limitations?" Mr. G. Gamblin opened in the affirmative, and was followed by Mr. F. Bower in the negative. A majority of the members were in favour of the negative.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's Inn Hall, on Wednesday, the 11th March, Mr. F. J. Baker in the chair. Mr. Chester opened the subject for the evening's debate, viz., "That the power of County Court judges to imprison for debt should be abolished." The motion was lost by a majority of four.

THE COURTS AND COURT PAPERS.

EASTER HOLIDAYS.

THE following notice has been issued:—"I, the Right Honourable Hugh McCalmont, Baron Cairns, Lord High Chancellor of Great Britain, do, under the powers vested in me by the County Court Rules, hereby order that the offices of the County Courts may be closed on the sixth and seventh days of April, 1874. Given under my hand this third day of March, 1874.—CAIRNS, C."

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

W. C. SCOTT, ESQ.

THE late William Carmalt Scott, Esq., Judge of County Courts for Kent, who died on the 3rd inst., at his residence in Eccleston-street, Chester-square, in the fiftieth year of his age, was born in the year 1824, and was called to the Bar by the Honourable Society of the Middle Temple in Hilary Term 1848. He held the post of principal secretary to Lord Chancellor Chelmsford from Feb. 1858 to June 1859, and again from July till Sept. 1866; and he also held the appointment of gentleman of the chamber to Lord Chancellor Cranworth, from July 1865 till July 1866. In Sept. 1866 Mr. Scott was appointed Judge of County Court, Circuit No. 53, and in the same month was transferred to Circuit No. 49, holding his courts at Ashford, Canterbury, Deal, Dover, Faversham, Folkestone, Hythe, Margate, Ramsgate, Romney, Sandwich, Sittingbourne, Tenterden, and Cranbrook.

D. L. MACAFEE, ESQ.

THE late David Lindsay Macafee, Esq., barrister-at-law, who died on the 6th inst., at his chambers, in Pump-court, Temple, was the youngest son of the late Rev. Daniel Macafee, Wesleyan minister, he was born about the year 1840, and was called to the Bar by the Honourable Society of the Middle Temple in Trinity Term 1865. He chose the Northern Circuit, attending at the Liverpool, Kirkdale, and Preston sessions, and also the Court of Passage; and he also practised with considerable success as a special pleader.

G. HUTCHISON, ESQ.

WE have to record the death, on the 28th ult., of George Hutchison, Esq., Town Clerk of the borough of Renfrew. The deceased gentleman, who was in the sixty-ninth year of his age, was the son of the late Mr. Hutchison, who for many years held the office of Town Clerk of Renfrew, and he was born in the year 1806. Having been duly admitted into the profession of the law, Mr. Hutchison succeeded his father in the office of Town Clerk of Renfrew so far back as the year 1828, and, says the *Paisley Gazette*, he discharged the various and important duties of his official position ably, faithfully, and conscientiously, and in such a way as to command for himself esteem and respect. "In his social relationships with his fellow men," says the above journal, "Mr. Hutchison was genial, affable, and kind, and to the end of his career he enjoyed the goodwill of all with whom he was officially connected."

PROMOTIONS AND APPOINTMENTS.

N.B.—Announcements of promotions being in the nature of advertisements, are charged 2s. 6d. each, for which postage stamps should be inclosed.

MR. HENRY PICKETT, of the firm of Pickett and Mytton, 3, King's Bench Walk, Temple, has been appointed by the Lord Chancellor a London Commissioner to administer Oaths in Chancery.

The Lord Chief Justice of the Common Pleas has appointed Mr. William Ward Duffield, of Chelmsford, solicitor, to be a perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for the County of Essex.

THE Lord Chancellor has appointed Mr. Alfred Carr, of the Firm of Carr, Bannister, Davidson, and Morriss, solicitors, of No. 70, Basinghall-street, to be a London Commissioner to administer Oaths in Chancery.

THE GAZETTES.

Bankrupts.

Gazette, March 6.

To surrender at the Bankrupts' Court, Basinghall-street.

COUVES, GABRIEL WILLIAM, gentleman, Queen's-rd, Peckham. Pet. March 4. Reg. Hazlitt. Sols. Carr, Bannister, and Co., Basinghall-st. Sur. March 18

EDLUND, J. L. milliner, Fern Tower-rd, Highbury-pk. Pet. March 2. Reg. Brougham. Sols. Dodd and Longstaff, Bernerst. Sur. March 20

To surrender in the Country.

BROOK, ANDREW MELVILLE, beerhouse keeper, Keighley. Pet. March 3. Reg. Robinson. Sur. March 24

COLE, ROBERT, market gardener, Thorp Arch. Pet. March 3. Reg. Perkins. Sur. March 16

DAURIS, J. Nettleton, near Chippenham. Pet. March 2. Reg. Smith. Sur. March 17

GALE, BENJAMIN, soda water manufacturer, Leeds. Pet. March 4. Reg. Marshall. Sur. March 25

HUZZEY, JOSHUA, grocer, Pembroke Dock. Pet. Feb. 28. Reg. Lloyd. March 21

IRVING, WASHINGTON, commission merchant, Manchester. Pet. March 2. Reg. Kay. Sur. March 26

JAGGER, JOHN, fy. milk dealer, Aldermanbury. Pet. March 2. Reg. Jones. Sur. March 19

KING, GEORGE CLIFT, grocer, Chelmsford. Pet. March 4. Reg. Gepp. Sur. March 25

PAGE, ISAAC, farm bailiff, Costessey. Pet. Feb. 28. Reg. Palmer. Sur. March 21

POLLARD, JOHN WILLIAM, coach builder, Boston. Pet. March 3. Reg. Staniland. Sur. March 17

RAWNSLEY, JOHN, worsted spinner, Bradford. Pet. March 3. Reg. Robinson

SHEFFIELD, EMILY, widow, beersoller, Bradford. Pet. March 3. Reg. Robinson. Sur. March 17

WATTS, JOSEPH (not Walls as before advertised), butcher Northampton. Pet. Feb. 13. Reg. Dennis. Sur. March 21

WILKINSON, THOMAS GEORGE, draper, Canterbury. Pet. March 4. Reg. Callaway. Sur. March 17

Gazette, March 10.

To surrender at the Bankrupts' Court, Basinghall-street.

COURTENAY, G. C. O., no occupation, St. James's-pl, St. James's. Pet. March 5. Reg. Pepys. Sur. March 24

FOULKES, THOMAS, merchant, Fenchurch-st. Pet. March 6. Reg. Murray. Sur. March 24

HOLLAND, WILLIAM, merchant, South-st, Finsbury. Pet. March 5. Reg. Pepys. Sur. March 20

To surrender in the Country.

BROADY, ALFRED, grocer, Altrincham. Pet. March 5. Reg. Kay Sur. March 26

CLARKE, CHARLES LEIGH, iron merchant, Manchester. Pet. March 6. Reg. Kay. Sur. March 26

ELLIOTT, WILLIAM CORISH, builder, Balham. Pet. March 3. Reg. Willoughby. Sur. March 20

LODGE, BENJAMIN, plumber, Batley. Pet. March 5. Reg. Nelson. Sur. March 25

MARTYN, SILAS, farmer, Newlyn East. Pet. March 4. Reg. Chilcott. Sur. March 21

PAGE, WALTER RICHARD, bootmaker, Rugby. Pet, March 5. Reg. Kirby. Sur. March 24

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, March 6.

ATKINS, GEORGE, victualler, East Stonehouse. Pet. March 3. March 20, at eleven, at St. George's Hall, East Stonehouse. Sol. Curtels, East Stonehouse

ATKINSON, WILLIAM, draper, Swinton-bridge, Wath-on-Dearne. Pet. March 2. March 20, at twelve, at office of Sol. Patteson, Sheffield

BAILEY, WILLIAM, draper, Newcastle-under-Lyme. Pet. March 2. March 19, at one, at office of Sol. Welch, Longton

BECK, MOSES, grocer, Tunbridge Wells. Pet. March 2. March 19, at four, at office of Sols. Stone and Simpson, Tunbridge Wells

BEVINS, JOHN, draper, Ryde. Pet. Feb. 28. March 20, at two, at offices of Ladbury, Collison, and Viney, 99, Cheapside, London. Sols. Allen and Edwards, Old Jewry, London

BOWDEN, JOHN, corn merchant, Ippiepen and Newton Abbott. Pet. March 2. March 14, at half-past three, at the Half Moon hotel, Exeter. Sols. Learoyd and Learoyd, South-st, Finsbury, London

BROWN, HENRY JOHN, builder, Pulross-rd, Brixton. Pet. Feb. 27. March 18, at three, at 1, George-st, Mansion-house. Sol Snell

CANSDALE, THOMAS WILLIAM, coal merchant, Half Moon-cres, Barnsbury-rd, Islington. Pet. Feb. 26. March 16, at two, at offices of Sol. Popham, Vincent-ter, Islington

CARLING, ROBERT HAMILTON, ship chandler, Sunderland. Pet. March 3. March 21, at three, at office of Sol. Bell, Sunderland

CARPENTER, ALFRED, baker, Median-rd, Clapton, and Clarendon-st, Somers-town. Pet. Feb. 23. March 16, at four, at the Mason's Hall tavern, Mason's-avenue. Sol. Miles

CARR, HENRY JAMES, grocer, Golborne-rd, and Bevington-rd, North Kensington. Pet. Feb. 27. March 17, at eleven, at office of Sol. Lamb, Bedford-row

CHALLINOR, RICHARD, grocer, Hednesford. Pet. March 3. March 17, at eleven, at office of Sol. Glover, Walsall

CHAROCK, GEORGE, grocer, Bingley. Pet. March 3. March 20, at half-past two, at offices of Sols. Robinson and Robinson, Keighley

CHRISTOPHER, CHARLES, grocer, Deeping St. James. Pet. March 3. March 19, at twelve, at the Angel hotel, Peterborough. Sol. West Market Deeping

CLARK, HENRY, butcher, Springfield. Pet. March 2. March 19, at eleven, at office of Sol. Blyth, Chelmsford

COATES, ROBERT, livery stable keeper, Leamington Priors. Pet. March 3. March 24, at eleven, at office of Sol. Handley, Warwick

COHEN, JACOB, draper, Liverpool. Pet. March 4. March 23, at three, at office of Sol. Nordon, Liverpool

COOK, GEORGE JOHNSON, soda water manufacturer, Hull. Pet. Feb. 25. March 23, at twelve, at office of Sol. Torry, Hull

COOK, WILLIAM, joiner, York. Pet. March 3. March 18, at eleven, at offices of Sol. Young, York

COOPER, FRANCIS BLADES, grocer, Knottingley. Pet. March 2. March 18, at two, at office of Sol. Boulton, Pontefract

COOPER, RICHARD, innkeeper, Leamington Priors. Pet. Feb. 26. March 18, at two, at the Bath hotel, Leamington Priors. Sol. Sanderson, Warwick

COURT, FREDERICK, coal dealer, Wellesbourne Mountford, Pet. Feb. 28. March 18, at one, at office of Sol. Sanderson, Warwick

COX, THOMAS, and COX, MARY ANN, shopkeepers, Hanley. Pet. Feb. 24. March 18, at two, at the office of R. Stephenson, 4, Bagnall-st, Hanley. Sol. Hamshaw, Hanley

CUSS, ALFRED ABEL, grocer, Torquay. Pet. March 4. March 26, at twelve, at office of Sol. Campion, Exeter

DAWSON, ROBERT, tobacconist, St. Helen's. Pet. March 2. March 17, at two, at offices of Sols. Bradley and Steinforth, Liverpool

DENERLEY, HUGH, hatter, Liverpool. Pet. March 2. March 18, at three, at offices of Gibson and Bolland, accountants, Liverpool. Sol. Rundle, Liverpool

DEVER, THOMAS, plumber, Stanningley. Pet. March 2. March 20, at eleven, at offices of Sol. Burnley, Bradford

FAIRBANK, THOMAS SMITH, architect, Birmingham. Pet. March 4. March 19, at twelve, at office of Sol. Grove, Birmingham

FARRIES, THOMAS, law costs' draftsman, Chancery-la. Pet. Feb. 28. March 18, at two, at offices of Sol. Barker, St. Michael's House, St. Michael's-alley, Cornhill

FORD, JAMES, builder, Bristol. Pet. March 2. March 18, at two, at office of Barnard, Thomas, Tribe, and Co., accountants, Albion-chmbs, Bristol. Sols. Osborne, Ward, Vassall, and Co., Bristol

FROBISHER, FREDERICK, tobacconist, Brighton. Pet. March 4. March 20, at three, at office of Clennell and Fraser, 6, Great James-st, Bedford-row. Sol. Brandreth, Brighton

FRY, WILLIAM, farmer, Bulkington. Pet. March 4. March 19, at twelve, at the Bear hotel, Chippenham. Sols. Awdry and Clarke Chippenham

FULLER, JOHN, boot manufacturer, Manchester. Pet. March 4. March 19, at three, at offices of Hines, 2, Victoria-st, Manchester. Sol. Dawson, Manchester

GOLDSMID, LAMBERT, and ISAACS, LEWIS, carmen, St. James's-sq, Aldgate. Pet. March 4. March 19, at two, at office of Messrs. E. J. Sydney, solicitors, 46, Finsbury-circus. Sol. A. E. Sydney, Finsbury-circus

GORE, HENRY, rope maker, Hereford. Pet. March 3. March 19, at twelve, at the Hop Market hotel, Worcester. Sol. Corner, Hereford

GOSSAGE, WALTER WILLIAM, GOSSAGE, EDWARD THOMAS, and GOSSAGE, ALFRED HOWARD, timber dealers, Birmingham. Pet. Feb. 28. March 17, at twelve, at the Hen and Chickens hotel, Birmingham Sol. Hawkes, Birmingham

HARRIS, GEORGE, and HARRIS, CHARLES RICHARD, fruit salesman, Covent-gdn-maket. Pet. Feb. 28. March 17, at eleven, at offices of Sols. May and Sykes, Adelaide-pl, London-bdge

HARTLEY, WILLIAM, joiner, Great Horton. Pet. Feb. 26. March 16, at eleven, at office of Sol. Burnley, Bradford

HIBBITT, WILLIAM ALBERT, sugar boiler, Northampton. Pet. March 3. March 19, at three, at office of Sol. Becke, Northampton

HILLS, CHARLES BOOTH, cheesemonger, New-cross-rd, Deptford. Pet. Feb. 19. March 13, at two, at Ridler's hotel, Holborn

HOLLAND, ABRAHAM, and HOLLAND, JOSEPH, skirt manufacturers, Chorlton-on-Medlock. Pet. March 3. March 23, at three, at Lees and Graham, accountants, St. George's-chbs, Albert-sq, Manchester. Sols. Edwards and Bintliff, Manchester

HOOD, CHARLES, coachbuilder, Goole. Pet. March 4. March 20, at two, at the Elephant inn, Doncaster. Sol. Singleton, Sheffield

JERVIS, CHARLES, outfitter, Liverpool. Pet. March 2. March 19, at two, at office of Sols. Bartlett and Atkinson, Liverpool

JOHNSON, ANNIE MARY, widow, boot manufacturer, Hackney-rd. Pet. March 3. March 19, at two, at office of Sol. Chalk, Moorgate-st

JONES, HENRY PARRY, out of business, Liverpool. Pet. March 2. March 20, at four, at office of Sol. Lowe, Liverpool

LAMB, WILLIAM, farmer, York. Pet. March 4. March 20, at eleven, at office of Sol. Watson, York

LEDGER, WILLIAM, joiner, Doncaster. Pet. March 3. March 24, at eleven, at office of Sol. Peagam, Doncaster

LOCK, EDWARD, and CHAPMAN, GEORGE EDWIN, album manufacturers, Worship-st, Finsbury. Pet. March 4. March 26, at twelve, at office of Sol. Moss, Gracechurch-st

LYONS, SAMUEL, and LYONS, LOUIS JACOB, clothiers, Wilson-st, Finsbury, and Manchester. Pet. March 4. March 24, at twelve, at the Queen's hotel, Leeds. Sol. Sydney, Finsbury-circus

MATTHEWS, JOHN, baker, Upton-upon-Severn. Pet. March 4. March 20, at two, at the Crown hotel, Worcester. Sols. Rowlands and Bagnall, Birmingham

MCCONNELL, JAMES, bootmaker, Berwick-on-Tweed. Pet. Feb. 21. March 13, at eleven, at offices of Sol. Dunlop, Berwick-on-Tweed

MOORE, WILLIAM, clothier, Cheapside. Pet. Feb. 26. March 16, at two, at offices of Sol. Swaine, Cheapside

NURSE, FREDERICK, porter dealer, Erdington. Pet. March 2. March 17, at three, at office of Sol. Baker, Birmingham

OULTON, JOHN, butcher, Altrincham. Pet. March 4. March 23, at three, at office of Sols. Gardner and Horner, Manchester

PARKER, ROBERT SAMUEL YARHAM, builder, Kingston-on-Thames. Pet. March 2. March 19, at twelve, at office of Bartrop, Kingston-on-Thames

POOLEY, THOMAS ALEXANDER, horticultural sundriesman, Sussex-wharf, Wapping. Pet. March 3. March 18, at twelve, at office of Sols. Taylor and Jaquet, South-st, Finsbury-sq

REEVES, THOMAS, haulier, Horfie'd. Pet. March 4. March 14, at eleven, at office of Sol. Essery, Bristol

RICE, JOHN HENRY, plumber, Teddington. Pet. Feb. 26. March 19, at two, at office of Bartrop, Kingston-on-Thames

RICHARDS, MIRANDA, eating-house keeper, Cardiff. Pet. Feb. 28. March 20, at eleven, at office of Sol. Morgan, Cardiff

ROBINSON, ARTHUR, hosier, Nottingham. Pet. Feb. 27. March 23, at twelve, at office of Sol. Heath, Nottingham

SAYER, THOMAS, schoolmaster, Hornsey. Pet. Feb. 26. March 18, at one, at office of Sol. Eaton, Hull

SCHOFIELD, JAMES, innkeeper, York. Pet. March 2. March 18, at eleven, at office of Sol. Crumbie, York

SEABORN, GEORGE THOMAS, bone boiler, Glaucus-st, Bow-common. Pet. Feb. 28. March 16, at one, at office of Sols. Townley and Gard, Gresham-bldgs, Basinghall-st

SEAGER, JOHN, corn factor, Bristol. Pet. March 2. March 17, at eleven, at office of Hancock, Triggs, and Co., accountants, Broad-st, Bristol. Sol. King

SMITH, JAMES, auctioneer, Darlington. Pet. March 4. March 19, at three, at office of Sol. Wooler, Darlington

SPENCER, AMELIA, widow, paperhanger, New Windsor. Pet. March 2. March 23, at three, at office of Sol. Durant, Windsor

STRINGER, RICHARD, out of business, Leeds. Pet. March 2. March 17, at three, at office of Sol. Pullan, Leeds

THOMPSON, FRANCIS, saddler, Sheffield. Pet. March 2. March 17, at two, at office of Sol. Taylor, Sheffield

TOLL, JOHN, miller, Menheniot. Pet. March 4. March 19, at eleven, at office of Messrs. Edmonds, Plymouth

TUCK, EDWARD, and PIKE, WILLIAM STONEHAM, ironmongers, Bath. Pet. March 4. March 20, at one, at office of Sol. Wilton, Bath

URSELL, GEORGE, warehouseman, Manchester. Pet. March 2. March 20, at three, at office of Sols. Edwards and Bentliff, Manchester

VARDEN, SARAH ELIZABETH, bootmaker, East Dereham. Pet. March 2. March 20, at twelve, at office of Sols. Fosters, Bury-rouches, and Robberds, Norwich

VINCENT, FRANCIS INCLEDON, victualler, Brighton. Pet. March 2. March 23, at three, at office of Sol. Lamb, Brighton

WELLS, WILLIAM, joiner, Elksley. Pet. March 4. March 31, at twelve, at office of Sols. Messrs. Marshall and Bescoby, East Retford

WHARTON, CHARLES HUBERT, pawnbroker, Kennington-pk-rd. Pet. Feb. 28. March 17, at twelve, at office of Sols. Messrs. Spyer, Old Broad-st

WHITING, THOMAS JOHN, stationer, Fenchurch-st. Pet. March 4. March 20, at three, at the Guildhall coffee-house, Gresham-st. Sols. Messrs. Piesse, Old Jewry-chmbs

WHITTLE, JAMES, jun., stonemason, Southport. Pet. March 4. March 24, at three, at office of Sol. Barker, Southport

Gazette, March 10.

ABBOTT, RICHARD, merchant, Lime-st. Pet. March 2. March 23, at two, at office of Sol. Barnett, New Broad-st

ADAMS, JOSEPH, engineer, Albion-ter, Battersea-park. Pet. March 2. March 23, at eleven, at 6, Argyll-st, Regent-st

BALDRY, GEORGE WILLIAM, artist, King-st, Cheapside, and Dagmar-villas, Finsbury-rd, Wood-green. Pet. Feb. 19. March 18, at eleven, at offices of Sol. Hunter, London-wall. Sol. Ede, Ludgate-hill

BENTLEY, STEPHEN, grocer, Tunstall. Pet. March 4. March 20, at eleven, at the Sneyd's Arms hotel, Tunstall. Sol. Hollins-head, Tunstall

BOND, HARTLEY, tailor, Eltham. Pet. Feb. 27. March 18, at three, at offices of Sols. Scurd and Son, Gracechurch-st

BOXALL, ARTHUR, butcher, Preston. Pet. March 5. March 26, at three, at office of Sol. Lamb, Brighton

BRADSHAW, JOSEPH, beershop keeper, Winchester. Pet. Feb. 24. March 21, at three, at the Market inn, Winchester. Sol. Kilby, Southampton

BRENNER, PHILIP, tailor, Westow-st, Upper Norwood, and Forest. Pet. March 6. March 23, at twelve, at offices of Sol. Plunkett, Gutter-la

BUTLER, CHARLES, cattle dealer, Bedale. Pet. March 5. March 26, at two, at office of Sols. Messrs. Teale, Bedale

CALL, JAMES, wine merchant, Leeds. Pet. March 3. March 19, at two, at office of Sols Simpson and Burrell, Leeds

CHILD, HENRY, tin plate worker, Burton-upon-Trent. Pet. March 5. March 25, at half-past eleven, at offices of Harrison, accountant, Burton-upon-Trent. Sol. Drewry, Burton-upon-Trent

CLEMENCE, THOMAS, grocer, Saltney. Pet. March 5. March 24, at twelve, at office of Sols. Boydell, Powell, and Taylor, Chester

COFFIN, ALFRED, wood turner, Old Bethnal-green-rd. Pet. March 4. March 19, at ten, at offices of Sols. Lewis, Chancery-la Sol. Long, Blackfriars-rd

COPE, ANN, baker, Tettenhall. Pet. March 6. April 2, at eleven, at offices of Sol. Barrow, Wolverhampton

COULDERY, THOMAS, and COULDERY, THOMAS WILLIAM, wholesale clothiers, Wood-st, and Falcon-chmbrs, Falcon-sq, and Freelands-rd, Bromley. Pet. March 4. March 20, at three, at offices of Sol. Butcher, Cheapside

COWTAN, ALFRED, and COWTAN, JOHN, grocers, Ipswich. Pet. March 6. March 24, at eleven, at office of Sol. Watts, Ipswich

CRIPPEN, WILLIAM, greengrocer, Canterbury. Pet. March 7. April 1, at eleven, at the Fountain hotel, Canterbury. Sol. Gibson, Sittingbourne

CROASDALE, WILLIAM, hat manufacturer, Manchester and Oldham. Pet. March 6. March 24, at two, at offices of Sols. Addleshaw and Warburton, Manchester

DALE, WILLIAM HENRY, boot dealer, York. Pet. March 6. March 23, at three, at office of Sol. Wilkinson, York

DANIEL, THOMAS, builder, Plough-rd, Rotherhithe, and Croft-st, Chilton-st, Rotherhithe. Pet. March 6. April 1, at two, at office of Sol. Haynes, Chancery-la

DAUNCEY, FREDERICK, wine merchant, Milverton. Pet. March 7, March 27, at office of Taunton, Bath-pl, Taunton

DAVIES, JOHN, linen draper, Maesteg. Pet. March 4. March 23, at twelve, at office of Sol. Stockwood, jun., Bridgend

DAWSON, JOHN, Huddersfield. Pet. March 5. March 21, at eleven, at 1, Market-walk, Huddersfield. Sols. Messrs. Sykes

DENNIS, JOSEPH, tailor, Parkside, Knightsbridge. Pet. March 3. March 19, at three, at offices of Sol. Coker, Cheapside. Sol. Nethersole

EDMONDS, JOHN FREDERICK, baker, Birmingham. Pet. March 6. March 23, at eleven, at office of Sol. Duke, Birmingham

ELLIS, EDWARD BOURKE, master mariner, Clifton. Pet. March 9. March 20, at twelve, at office of Pitt, public accountant, Albion-chmbs-east, Bristol. Sol. Essery, Bristol

ELY, JOSEPH GEORGE, out of employment, Portland-rd, Nottinghill. Pet. March 4. March 19, at three, at offices of Sol. Watson, Basinghall-st

EVANS, LEVI, innkeeper, Walsall. Pet. March 6. March 24, at eleven, at offices of Sol. Bill, Westall

FARR, JOHN, umbrella rib maker, Redditch. Pet. March 7. March 23, at three, at office of Sol. Walford, Birmingham

FISHER, JOHN, tailor, Ossett. Pet. March 5. March 26, at eleven, at office of Sol. Stringer, Ossett

GOWING, GEORGE READ, fish merchant, Lowestoft. Pet. March 5. March 27, at twelve, at office of Mr. Blake, Hall Quay, Great Yarmouth. Sol. Moseley, Great Yarmouth

HAMMOND, THOMAS, grocer, Bagshot. Pet. March 4. March 21, at three, at office of Sol. Geach, Guildford

HARROP, GEORGE, baker, Longton. Pet. Feb. 23. March 19, at eleven, at office of Sol. Welch, Longton

HARPER, THOMAS JOSEPH, hairdresser, Birmingham. Pet. March 6. March 21, at eleven, at office of Maher and Poncia, Birmingham

HAYWOOD, JOHN, butcher, Barham. Pet. March 6. March 23, at three, at the King's Arms hotel, Folkestone. Sol. Minter, Folkestone

HELLABY, RICHARD DOUGLAS, CHILD, HENRY GEORGE, and HELLABY, CHARLES EDWARD, collar manufacturers, Cheapside. Pet. March 7. March 23, at eleven, at the Chamber of Commerce, Cheapside. Sols. Anderson and Sons, Ironmonger-lane

HITCHENS, BENJAMIN JOHN, draper, Radstock. Pet. March 5. March 23, at twelve, at office of Messrs. Williams, accountants, Exchange, Bristol

HOLBROOK, EDWARD RANDALL, baker, Albion-rd, Stoke Newington, and Ramsgate. Pet. Feb. 28. March 26, at three, at offices of Sol. Heathfield, Lincoln's-inn-fields

HORDER, GEORGE, cook, Salford. Pet. March 7. March 23, at three, at offices of Sols. Rideal and Shaw, Manchester

HOYLE, SQUIRE, grocer, Salford. Pet. March 4. March 19, at two, at offices of Sols. Messrs. Myers, Manchester

INGATE, ISABELLA MARIA, widow, Ilfracombe. Pet. March 2. March 23, at three, at the Royal Clarence hotel, Ilfracombe. Sol. Langdon

JOHNSTON, MATTHEW, glass dealer, Salford. Pet. March 6. March 23, at eleven, at office of Sol. Blair, Manchester

KIMBER, GEORGE HENRY, market gardener, Horndean, par. Catherington. Pet. March 7. March 23, at three, at office of Sol. Blake, Portsea

KING, CHARLES, bootmaker, Sudbury. Pet. Feb. 28. March 18, at two, at the Rose and Crown hotel, Sudbury. Sol. Mumford, Sudbury

KITSON, EDWARD JOHN, chemist, Worcester. Pet. March 7. March 28, at eleven, at office of Sols. Rea and Miller, Worcester

LANE, CHARLES LEVESON, club proprietor, Pall Mall. Pet. March 6. March 27, at twelve, at the Masons' Hall tavern, Mason's-avenue, Coleman-st. Sol. Preston, Mark-la

LANGWORTHY, JOHN GRAY, draper, Jamaica-rd, Bermondsey. Pet. March 6. March 23, at three, at offices of Sol. Sturt, ironmonger-la

LEWIS, EDWARD COLSTON, hatter's assistant, St. Sidwell. Pet. March 7. March 24, at eleven, at the Castle hotel, Taunton. Sol. White, Exeter

LINCOLN, JOHN, pensioner, Winchester. Pet. Feb. 24. March 21, at two, at the Market inn, Winchester. Sol. Kilby, Southampton

MAJOR, THOMAS, baker, Bristol. Pet. March 6. March 23, at eleven, at office of Sol. Ward, Bristol

MERRICK, WILLIAM, timber dealer, Stone. Pet. March 3. March 19, at three, at the Vine hotel, Stafford. Sol. Tennant, Hanley

MOORE, JAMES ROBERT, builder, St. Norman's, Anerley-hill, Anerley. Pet. March 3. March 20, at two, at office of Sols. Blachford and Riches, Great Swan-alley, Moorgate-st

MURPHY, JOHN, licensed victualler, Wavertree. Pet. March 5. March 24, at two, at offices of Sols, Hore and Monkhouse, Liverpool

NASH, WILLIAM, licensed victualler, Birmingham. Pet. March 5. March 24, at eleven, at office of Sol. Rowlands, Birmingham

NEWBERY, JOHN COLLIN, silk manufacturer, Ottery St. Mary. Pet. March 6. March 24, at half-past eleven, at the Chamber of Commerce, Cheapside. Sol. Gidley

PARRY, JOHN, actor, Enfield-rd South, Kingsland-rd. Pet. March 2. March 27, at three, at offices of Sol. Brighten, Bishops gate-st Without

PEARSON, EDWARD, grocer, Corbridge. Pet. March 6. March 25, at eleven, at office of Sol. Baty, Hexham

PHILLIPS, WILLIAM JAMES, clerk, Rye-hill-park, Peckham Rye. Pet. March 7. March 25, at three, at offices of Sol. Carr, Rood-la

PIMLEY, THOMAS, provision dealer, Preston. Pet. March 7. March 25, at eleven, at office of Sol. Forshaw, Preston

PLEACE, JAMES JOLLOP, brewer, Weston-super-Mare. Pet. March 5. March 26, at twelve, at offices of Sols. Reed and Cook, Bridgwater

POPE, JOHN GEORGE, builder, Marlborough. Pet. March 4. March 20, at eleven, at office of Sol. Day, Devizes

RICHARDSON, GEORGE, draper, Dewsbury. Pet. March 5. March 23, at three, at office of Sol. Ibberson, Dewsbury

RICHARDS, BENJAMIN, linen draper, Wednesbury. Pet. March 7. March 24, at eleven, at offices of Sol. Smith, Wednesbury

RINGROSE, WALTER, tailor, Roman-rd, Victoria-park. Pet. March 6. March 31, at ten, at offices of Sol. Steadman, Coleman-st

ROBERTS, EDWARD, innkeeper, Bridgnorth. Pet. Feb. 28. March 18, at three, at offices of Sol. Wilcock, Wolverhampton

ROLLINSON, WILLIAM, builder, Knaresborough. Pet. March 7. March 23, at twelve, at offices of Sols. Messrs. Kirby, Knaresborough

SEATON, PHILIP, out of business, York. Pet. March 7. March 24, at eleven, at offices of Sols. Messrs. Mann, York

SPIERS, RICHARD JAMES, china merchant, Oxford. Pet. March 24. March 4, at twelve, at the Clarendon hotel, Oxford. Sol. Lowe, Oxford

STONE, EDWARD, brewer, Leatherhead. Pet. March 3. March 20, at one, at the Guildhall coffee-house, Gresham-street. Sols. Clabon and Fearon, Great George-st, Westminster

SYKES, ARCHIBALD, general merchant, Mark-la. Pet. March 9. March 25, at two, at the Guildhall Coffee-house, Gresham-st. Sol. Layton, Suffolk-la, Cannon-st

TAYLER, THOMAS MOULDING, engineer, Marlborough. Pet. March 5. March 23, at two, at the Great Western hotel, Reading. Sol. Lucas, Newbury

THOMAS, DAVID, and NASH, TOM SKELTON, common brewers, Neath. Pet. March 4. March 19, at two, at office of Brittain, Press, and Inskip, Bristol. Sol. Curtis, Neath

THORNE, JAMES, out of business, Woodstock. Pet. March 4. March 19, at three, at offices of Sol. Cooper, Charing-cross

TIPPETT, WELLINGTON PETER, beer retailer, Bristol. Pet. March 6. March 24, at twelve, at offices of Sols. Henderson, Salmon, and Hendersons, Bristol

TRIPTREE, JAMES, glover, Yeovil. Pet. March 4. March 23, at eleven, at the Mermaid hotel, Yeovil. Sol. Glyde, Yeovil

TUCK, EDWARD, and PIKE, WILLIAM STONEHAM, ironmongers, Bath. Pet. March 1. March 21, at one, at office of Sol. Wilton, Bath

TURNLEY, JOSEPH, gentleman, Wilkinson-st, Albert-sq, Clapham. Pet. March 5. March 20, at twelve, at offices of Sol. Sykes, St. Swithin's-la

UPSON, JOSEPH, harness maker, Billericay. Pet. March 6. March 26, at two, at office of Sol. Woodard, Ingram-ct, Fenchurch-st

UPTON, GEORGE RICHARD, beer-house keeper, Brighton. Pet. March 2. March 18, at half-past four, at office of Sol. Howell, Cheapside, London

VENABLES, JOSEPH, refreshment-house keeper, Maidenhead, Bray. Pet. March 6. March 28, at three, at No. 19, Queen-st, Maidenhead. Sol. Clarke, High Wycombe

WALL, JOHN, bootmaker, St. Leonard's-on-Sea. Pet. March 5. March 20, at twelve, at office of Messrs. Miller, Sherborne-lane, Lane. Sol. Savery, Hastings

WALL, SIMON, draper, Northampton. Pet. March 6. March 21, at eleven, at the Royal hotel, Northampton. Sol. Boyes, Barnet

WALKER, WILLIAM, yeast dealer, Bursiem. Pet. March 5. March 18, at one, at offices of Sol. Lees, Bursiem

WARD, WILLIAM, grocer, Redhill. Pet. March 3. March 19, at three, at office of Messrs. Bath, public accountants, 40A, King William-st

WEAVER, JOHN FREDERICK, dealer in curiosities, Wardour-st. Pet. Feb. 27. March 18, at two, at office of Sol, Barnett, New Broad-st

WOODCOCK, JOHN, ironmonger, Deal. Pet. March 3. March 20, at eleven, at offices of Sol. Drew, Deal

WOODCOCK, REV. FREDERIC EDWARD, clerk in holy orders, Stony Stratford. Pet. March 4. March 24, at eleven, at office of Sol. Jessop, Bedford

WUNDERLICH, MAX, commission agent, Englefield-rd, Kingsland. Pet. March 27. March 19, at two, at office of Sol. Barnett, New Broad-st

Orders of Discharge.

Gazette, March 3.

SALMON, WILLIAM FREDERICK, tie manufacturar, Aldermanbury

Gazette, March 6.

BEADLE, WILLIAM, grocer, Penge

GOLDEN, JAMES WILLIAM, oil dealer, Huddersfield

Dividends.

BANKRUPTS' ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Blacklock, J. M. clerk in war office, third 4s. 10¾d. (and 16s. 5½d. to new proofs) Paget, Basinghall-st.—*Burt*, L. warehouseman, first 1s. 1d. Paget, Basinghall-st.—*Jewell*, T. W. surgeon, seventh 3s. 1½d. (and 15s. 3½d. to new proofs) Paget, Basinghall-st.—*Sibes*, W. builder, Hoxton, first 3s. 2d. Paget, Basinghall-st.—*Sutherland*, J. S. C. assistant commissary-general, second 3s. 9½d. Paget, Basinghall-st.—*Westrup* and *Cockerdge*, millers, final 1s. 10d 9-32d. (and 4s. 9-32d. to new proofs) Paget, Basinghall-st

Hughes, G. farmer, first 3s. At Trust. C. Rogers, Willoughby-house, Low-pavement, Nottingham.—*Broadford*, G. provision merchant, first and final 1s. 11d. At Harrison and Co., accountants, 1, Becket Well-la, Derby.—*Chambers*, F. G. painter, first 5s. 6d. At Trust. G. Bull, 1, Harlington-pl, Bath.—*Farncomb*, H. no occupation, 20s. At Trust. C. J. Lewns, 11, York-bldgs, Hastings.—*Heeby*, W. C. surgeon, second 1s. 6d. At Trust. W. H. Burrell, 18, Albion st, Leeds.—*Hill*, J. metal broker, second and final 5½d. At Trust. H. Boliand, 10, South John-st, Liverpool.—*Holder*, W. and E. builders, 4s. At Sols. Messrs. Corbett, Worcester.—*Holder*, W. wine merchant, 2s. 6d. At Sols. Messrs. Corbett, Worcester.—*Lest*, F. victualler, first and final, 1s. 4½d. At Trust. J. P. Birwhistle, Crown-st, Halifax.—*Robinson*, E. plumber, second and final 11d. At Trust. B. Pickering, 8, Parliament-st, Hull.—*Spicer*, W. baker, 2s. 6d. At Trust. T. Wise, Wareham

BIRTHS, MARRIAGES, AND DEATHS

BIRTHS.

FRY.—On the 11th inst., at 5, The Grove, Highgate, the wife of Edward Fry, Esq., Q.C., of Lincoln's-inn, of a daughter.

HEATH.—On the 8th inst., at 2, Kingsdown-villas, Wandsworth-common, S.W., Maria Heath, the wife of Frederic Green, barrister-at-law, of a daughter.

LEWIS.—On the 10th inst., at 42, Gloucester-place, Hyde-park, the wife of Richard Lewis, Esq., barrister-at-law, of a son.

LINDLEY.—On the 7th inst., at 19, Craven-hill-gardens, the wife of N. Lindley, Esq., Q.C., of a daughter.

RUSSELL.—On the 4th inst., at 74, Harley-street, the wife of Mr. Charles Russell, Q.C., of a daughter.

SNAGGE.—On the 10th inst., at 5, Kensington-gardens-square, the wife of Thomas William Snagge, Esq., of Middle Temple, Barrister-at-law, of a son.

STEWART.—On the 7th inst., at 53, Redcliffe-gardens, S.W., the wife of Charles Stewart, Esq., barrister-at-law, of a son.

MARRIAGES.

HALLILAY—WALTON.—On the 4th inst., at St. James', Piccadilly Richard Hallilay, of the Middle Temple, barrister-at-law, to Sarah, youngest daughter of the late Jacob Walton, Esq., of Alston, Cumberland.

LANGWORTHY—TENISON.—On the 7th inst., at St. George's, Hanover-square, Edward Martin Langworthy, Esq., barrister-at-law, of the Inner Temple, to the Lady Alice Louisa Pery, only daughter of William Hale Tenison, second Earl of Limerick.

DEATHS.

BOULT.—On the 3rd inst., at 12, Leinster-square, Bayswater, Robert Boult, Esq., barrister-at-law,

To Readers and Correspondents.

ERRATA.—In our last week's issue, at p. 238, line 56, for "3s. 3d." read £3 3s.," and at p. 340, line 34, for "£300,000" read "£800,000."

Anonymous communications are invariably rejected.

All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.

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The Law and the Lawyers.

WE regret to hear that Mr. Justice HONYMAN is suffering from a paralytic seizure, which it is feared may prevent him from resuming his seat on the Bench for some months.

IT was hardly to be expected that the *Tichborne* case would die as to all its incidents with the incarceration of ORTON, and it now seems probable that in the result everybody's wounds will have been kept green for a reasonable period. The Benchers of Gray's Inn have decided that it is their duty to investigate the conduct of Dr. KENEALY, and, as a counterblast, Mr. HAWKINS is petitioned against by Mr. WHALLEY, in the Middle Temple. The Profession will be content to let the issues in both cases rest in the hands of the Benchers; and it will certainly be a subject for congratulation if the professional questions raised are finally set at rest by the decisions which may be arrived at.

WE are glad to observe that the decision of Lord Justice MELLISH in *Ex parte Villars, re Rogers*, noticed by us in our issue of the 7th inst., p. 321, is to be reviewed by the full Court of Appeal. It would otherwise have been appealed against to the House of Lords. The question is whether an execution creditor for more than 50*l*., who has seized and sold is liable to refund the proceeds of sale after the expiration of fourteen days. Lord Justice MELLISH decided that he was so liable if a trustee was appointed under the debtor's bankruptcy on a petition presented within six months of the sale.

THE cry of the oppressed railway companies is beginning to go up in earnest. Every railway shareholder in the country, we understand, is to receive for signature a memorial to the CHANCELLOR of the EXCHEQUER, praying for the total and unconditional repeal of the passenger duty. From a mere statistical point of view it would be interesting to know how many railway shareholders there are, and we hope that the "Railway Shareholders' Association" will take advantage of their opportunities to give us some information upon this point. The thing could be done by merely counting the names entered in the "correct copies of the shareholders' address book," which all railway companies are bound to print under 31 & 32 Vict. c. 119, s. 34. But how about the debt of eight hundred thousand pounds, already due to the Exchequer, as we pointed out last week, for arrears of unpaid duty? It is not very likely that the CHANCELLOR of the EXCHEQUER will introduce a Bill excusing the payment of it. And it is just possible, especially about Budget time, that he may say to the railway companies, "Pay your just debts first, and I will discuss the question of remission with you afterwards."

THE Queen's speech is pregnant with subjects interesting to the Legal Profession. Our present system of land transfer, the extension of the Judicature Act to Ireland, the amendment of legal procedure and the system of land transfer in Scotland, the law of master and servant and conspiracy, the licensing laws and the laws relating to friendly societies, occupy the entire address to the House of Commons. We append the paragraphs, as clearly indicating the course of legislation in the immediate future:—

The delay and expense attending the transfer of land in England have long been felt to be a reproach to our system of law, and a serious obstacle to dealings in real property. This subject has, in former sessions, occupied the attention of Parliament, and I trust that the measures which will now be submitted for your consideration will be found calculated to remove much of the evil of which complaint has been made.

You will probably be of opinion that the re-arrangement of the judicature, and the blending of the administration of law and equity, which were effected for England by the enactment of last session, ought, on the same principles, to be extended to Ireland, and you will be asked to devote some part of your time to the accomplishment of this object.

The greater part of these changes would be inapplicable to the tribunals of Scotland; but you will be invited, as to that part of my kingdom, to consider the most satisfactory mode of bringing the procedure upon appeals into harmony with recent legislation, and, among other measures relating to her special interests, a Bill for amending the law relating to land rights, and for facilitating the transfer of land, will be laid before you.

Serious differences have arisen, and remonstrances been made by large classes of the community, as to the working of the recent Act of Parliament affecting the relationship of master and servant, of the Act of 1871, which deals with offences connected with trade, and of the law of conspiracy, more especially as connected with these offences. On these subjects I am desirous that, before attempting any fresh legislation, you should be in possession of all material facts, and of the precise questions in controversy, and for this purpose I have issued a Royal Commission to inquire into the state and working of the present law with a view to its early amendment, should it be found necessary.

A Bill will be introduced dealing with such parts as the Acts regulating the sale of intoxicating liquors as have given rise to complaints which appear to deserve the interference of Parliament.

Your attention will also be directed to the laws affecting friendly and provident societies.

THE CHANCELLOR of the EXCHEQUER has been overwhelmed with suggestions lately from all quarters, first one class of the community, and then another, asking for special relief from taxation. We will make one more suggestion, which if adopted would tend to the relief of all, while the loss to the Exchequer would, we believe, be comparatively slight. It is simply this, that 5 per cent. discount should be allowed on the amount of all taxes paid within a week of their falling due. Only collectors of taxes know the length of time for which taxes are often allowed to fall into arrear, and it is obvious that the longer they remain in arrear, the greater is the risk of their becoming ultimately irrecoverable. The principle, we may remark, has been already adopted in the case of the Succession Duty, which the Commissioners of Inland Revenue may receive in advance, allowing discount at the rate of 4 per cent., or at such other rate as may from time to time be directed by the Treasury. (See Succession Duty Act 1853, 16 & 17

Vict. c. 51, s. 40.) Nor do we see any reason why it should not be applied to the collection of rates as well as of taxes, or why those who pay late should not be chargeable with interest. Unless debts due to the public be all promptly paid, those who lag behind in payment are in a certain measure being supported at the expense of those who do not. Moreover, anything which would tend to lessen the necessity of pressing visits from either tax collector or rate collector could not fail to be a boon both to the collectors and the public. As for the special claimants for relief from taxation, why one class is entitled to relief more than another, let Sir STAFFORD NORTHCOTE decide that question if he can:—whichever he singles out for relief, he is sure to offend all the others.

A COMPARISON of the Bishops' Resignation Act 1869, with the Incumbents' Resignation Act 1871, will show that the beneficed clergy are not quite so favourably dealt with by the Legislature in regard to resignation as the bishops are. By the Bishops' Resignation Act 1869 (32 & 33 Vict. c. 111) s. 2, a retiring bishop is entitled to whichever may be the greater sum, one-third part of the income of the see, or two thousand a year, irrespective of the period of service. By the Incumbents' Resignation Act 1871 (34 & 35 Vict. c. 44) a retiring incumbent is entitled to not more than one-third of the revenues of his benefice, and this amount may be cut down at the discretion of the commissioners appointed under the Act, and is not grantable at all unless the incumbent has served the same benefice for seven years continuously—a restriction which prevents allowance being made for exchanges or promotions. The Deans' Resignation Act 1872 (35 Vict. c. 8) is between the two, allowing the one-third to be made up to certain fixed sums, varying with the nature of the preferment, "if the retiring dean holds no other ecclesiastical preferment." Nothing can be more salutary than the principle of all the three Acts, but we think that it might well be extended to all ecclesiastics with equal liberality, that the beneficed clergy might be guaranteed a minimum retiring pension, and that length of service in the church, not in the particular benefice occupied before retirement, is the proper element for determining it. Neither the revenues of the vacated benefice, nor those under the control of the Ecclesiastical Commissioners would, we presume, suffice for pensions on the scale of civil service pensions—ten-sixtieths of salary after ten years' service, rising one-sixtieth every year for thirty years until the maximum of two-thirds is reached; but we should be glad to see length of service in small livings more liberally rewarded than is possible under the present law.

IN the case of *Miles* v. *Harrison*, which came before the LORD CHANCELLOR and the LORDS JUSTICES on the 2nd March, an important principle of equity was involved, any deviation from which ought to be watched with the greatest jealousy. The Rev. JOHN MILES, by his will dated July 1855, after various directions to the trustees and executors relative to the payment of debts, legacies, and annuities, immaterial to the question at issue, disposed of all the residue of his personal estate in favour of certain charitable objects, and added the following proviso: "And my will is and I expressly direct that the three last-mentioned legacies or bequests shall respectively be paid and satisfied out of such part of my personal estate, as can lawfully be applied to the payment thereof, and which shall be reserved by my trustees or trustee for the time being for that purpose." The question was whether or not these words constituted a sufficiently explicit direction to marshal the assets in favour of the charities, to overrule the general rule of law. Vice-Chancellor WICKENS held that they did not, and directed the funeral expenses, debts, and legacies to be paid out of the pure and impure personalty rateably. Upon appeal the decision of the Vice-Chancellor was reversed: (Weekly Notes, March 14.) The old rule, which, we had thought, was too well settled to be disturbed, was that nothing short of a clear and unmistakable intention appearing explicitly on the face of the instrument was sufficient to enable a testator's assets to be marshalled in favour of charities. No marshalling, in fact, could take place unless the testator had, *totidem verbis*, directed it. Such a rule would be intelligible and easily applicable, and would have the effect of discouraging litigation. The new principle—for so we regard it—which seems to be established by the present case, that even slight indications on the testator's part in favour of marshalling will be sufficient, tends to create endless complication and difficulty; and the question of what amounts to a sufficient indication is one which it will be rarely possible to solve without an appeal to the court. The direction to pay the charitable bequests out of the pure personalty amounts to nothing, as they are words added, of course, by conveyancers in every well-drawn instrument; and the further words, "which shall be reserved by my trustees or trustee for the time being for that purpose," are merely an amplification of what had preceded, and clearly do not constitute an unmistakable expression of wish on the testator's part to have the assets marshalled. And there is no decision which justifies the result arrived at in the present case. In the cases of *Sturge* v. *Dimsdale* (6 Beav. 462) and *Robinson* v. *Geldard* (3 M. & G. 735) there were equally plain directions as to the funds from which charitable legacies were to be paid, and it was held that no marshalling was to take place. Nor does the case of *Wills* v. *Bourne*, decided last year by the late Lord Chancellor, go to such lengths as the present, although Lord SELBORNE expressed some doubt as to Vice-Chancellor WICKENS's judgment in the present case, without, however, being fully acquainted with all the circumstances. That case differs materially from this, inasmuch as the testator by clear implication had made his real estate the primary fund for the payment of his debts; and not only was there a direction to pay the charitable bequests out of the pure personalty, but, as the LORD CHANCELLOR expressed it (the gift in favour of charities being of the residue), "there was a clear separation from the residue of what could not be effectually given to charity." We earnestly hope that this important question will ere long obtain a final and decisive settlement by a judgment of the highest court of appeal.

THE letter of Mr. Serjeant Cox in the *Times* of Tuesday directs attention to a very strange fact: the payment of a judge, like a labourer, by the day. It appears from this communication that the Judge of the Second Court of the Middlesex Session is not paid, like the Judge of the First Court, and like all other Judges in England, by salary, but by a fee of five guineas per day. There is no necessity to urge the impropriety of such a form of payment for such a service; it will be at once universally acknowledged, and needs but to be named to be remedied on the earliest opportunity. Such an opportunity will speedily offer itself, for a Bill is about to be submitted to Parliament by the Home Office to settle the salary of the Assistant Judge, which lapsed on the resignation of Sir W. BODKIN; and the appeal is now properly made for removing at the same time the singular anomaly in the second court. The amount of salary that should be allowed to the Judge is unimportant as compared with the manner of payment, which at present is derogatory to the court, to the Judge, and even to the administration of justice. Mr. Serjeant Cox shows that the business of the Middlesex Sessions is second in importance and quantity to that only of the Central Criminal Court. It appears that in his court alone he has tried, during the five years of his presidency, nearly four thousand criminals, a greater number, we believe, than has been tried by any other living Judge, except Sir W. BODKIN. The cases that come before the Middlesex Sessions are, as he points out, not the petty offences usually disposed of at quarter sessions in the country. Metropolitan crime has many special features. It includes a vast variety of frauds, ingeniously concocted, involving often very difficult questions of law and fact. The police magistrates sift the business and dispose of the lesser cases, and only the more important are sent to the sessions. The court sits fortnightly all the year round, with few exceptions, and is usually engaged for a week. There is no vacation. But for all this the Assistant-Judge has the very modest salary of £1500 per annum, and the Judge of the Second Court, paid by five guineas a day, never receives more in the year than £650, which, as he says, is little more than half the salary of a police magistrate, and not half that of a County Court Judge. There can be no doubt that the Judges of both of these courts are insufficiently paid. The salary of the Assistant-Judge ought not to be less than £2000, nor should that of the Judge of the Second Court be less than £1500. But Mr. Serjeant Cox is more modest in his suggestions. He proposes only that the salary of the Judge of the Second Court should be the same as that of a police magistrate. We should contend that it ought to be more. The further suggestions of the letter are that the Judge of the Second Court should be made such *eo nomine*. We should prefer the title of Second Judge. He proposes, also, that the two courts should have co-ordinate jurisdiction, so that one Judge should always be enabled to act in all matters in the absence of the other. This would be obviously a great improvement. We trust that the letter will have the desired effect of directing the attention of the members of the new Parliament to the subject, or that when the Bill is before them due provision may be made in it for effecting the obviously desirable objects of payment of a Judge by a salary instead of by the day, whatever the amount of such salary may be.

THE case of *Gainsford* v. *Dunn*, which came before the MASTER of the ROLLS on the 4th inst. seems to call for comment, and to open questions of very serious moment. The decision of Sir G. JESSEL in this instance appears to establish a principle of wide application, which is perhaps scarcely warranted by the authorities. By a settlement in 1841, the trustees of certain funds were directed upon the happening of certain events (which took place), to hold the same in trust for the brother and sisters of ANN DUNN, or their respective issue, in such proportions as ANN DUNN should by will appoint. ANN DUNN made her will in 1869, in which the only words which disposed of any property were—"I give and bequeath to my brother, T. DUNN, and to my sisters, ELIZABETH, the wife of R. J. GAINSFORD, and JANE J., the wife of H. T. STAUNTON, the sum of £5 each. All the rest and residue of my property of whatever kind and wheresoever situate, and over which I have any power of appointment or disposition, I

give, devise, and bequeath unto, and to the use of my sisters, MARY and S. R. DUNN, their heirs, executors, administrators, and assigns respectively, for their own absolute use and benefit." It was contended by the plaintiff's counsel that the power being non-exclusive was not well executed. The MASTER of the ROLLS, however, decided that the legacies were, in accordance with the principle laid down by *Greville* v. *Browne* (7 H. of L. Cas. 689), charged upon the settled property, and that the appointment was valid. In the very brief report of the case in the Weekly Notes of the 14th March, it does not appear whether ANN DUNN was a *feme covert*, and whether she had any disposing power over any property not included in the settlement. But in the case as there stated, the novel principle seems to be established that a particular and non-exclusive power may be validly exercised without reference either to the power or to the property subject thereto. The provision in the Wills Act refers only to general powers, and, according to Lord ST. LEONARDS (Powers, 301)—though this statement is open to question—only to powers of appointment by will or deed. And the case of *Greville* v. *Brown* did not refer to the execution of a power. All that is established by that and similar cases is, that where there is a gift of legacies followed by a residuary devise and bequest of real and personal estate, the legacies constitute a charge upon the real estate; the question having been whether, upon the personalty proving insufficient to satisfy the legacies, the deficiency was to be made up out of the realty, or the legacies were to abate *pro tanto*. The personalty would, of course, be the primary fund for payment of the legacies. If in the present case any property whatsoever, however small, was subject to the will, other than what was settled, it seems to us that the decision cannot be supported. And, indeed, its correctness seems open to question even supposing the testatrix had no other property—as, this being a case of a particular power, according to the general rule some reference is necessary either to the property or to the power of appointment. And the words of the will clearly imply that the testatrix had other property than what was settled, in which case the legacies would be payable out of the unsettled property, and the testatrix was attempting to exclude some of the objects of a non-exclusive power.

LEGAL ASPECTS OF THE TICHBORNE CASE.

THE literature of the *Tichborne* case has already been sufficiently voluminous, and what possible object is to be attained by publishing contradictory correspondence of the relations of a convicted felon, about whose crime no fragment of doubt now remains, it is hard to understand. When, however, commentators like Mr. JOSEPH BROWN, Q.C., and Mr. FITZJAMES STEPHEN, Q.C., deal with the subject, the sentamentalism which has surrounded it wholly disappears, and we find ourselves in the cool atmosphere of judicial contemplation. Mr. BROWN has taken the trouble to compare Orton's impostures with other great impostures of a similar kind, and he finds the main features identical. "So far," he says, "from the *Tichborne* case being a novelty, to those who are well acquainted with history and jurisprudence, it was but a repetition of a play acted many times before, with the same catastrophe, and generally presenting the same features of romantic interest and plausibility to the multitude, and the same indubitable marks of fraud and imposture to the jurist." And he adds: "I will only ask the reader to bear in mind the most prominent circumstances which appear to have held the juries so long in suspense. They seem to have been the following: the recognition of the Claimant by his supposed mother; the number of acquaintances of the real TICHBORNE who swore to his identity with the Claimant, many of them being above suspicion of collusion; the number of circumstances related by him which had unquestionably occurred to the real TICHBORNE, and which were supposed to be known only to him, and the coolness with which he bore a long and trying cross-examination. To this should be added an argument urged by many, that an ignorant butcher would not have wit enough to invent or sustain the part of ROGER TICHBORNE with such cleverness and vraisemblance. These were the features of the case which seemed to stick in the minds of the jury, and cause them to hesitate so long. I shall now show that every one of them occurred before in reported cases of the same kind, which yet proved to be gross impostures, and bore the same marks of fraud as this case." This he proceeds to do by relating the incidents of several familiar cases, beginning with that of MARTIN GUERRE, and ending with the attempted personations of LOUIS XVII. Mr. BROWN closes his pamphlet with some practical suggestions. He writes: "Our statute law has provided for the crime of false personation of stockholders in the public funds, with the view of fraudulently getting possession of their dividends, and of officers and soldiers in order to get their pay and pension, or of voters at elections, in order to exercise the franchise. But there is no such crime known to our law as false personation of the lost heir to an estate, with a view to get possession of his property. The villain who attempts this part can only be reached if he commits perjury or conspiracy to promote his claims, and consequently he can neither be arrested at the outset of his career, nor punished to the full measure of his deserts when he is convicted. He may act the part of the impostor for months or years, during which he is daily acquiring fresh knowledge of the history and habits of the missing heir, and thereby daily making fresh dupes; he may even get into possession of the property with impunity; it is only when he comes into a court of justice and swears falsely in support of his claim that the criminal law can reach him, and even then it can only punish him for perjury. Now, when it is considered that impostures of this kind are generally attempts at robbery on a gigantic scale, and attempts to make the very courts and officers of justice the instruments of fraud and plunder, that they tend to involve innocent families in enormous expense and ruin, and even to get up a popular outcry against the ministers of justice, it may seem that perjury is the least part of such an offence. If a man falsely and wilfully swore that he saw another commit a murder, and thereby caused an innocent man to be hung, the public would think such a crime involved murder as well as perjury. Surely there ought to be a statute that if any man falsely personates another, with intent to defraud any person of any property or title, or to claim a false relationship to any family, he should be guilty of felony, and punishable as such. This would enable the aggrieved family to make an effort to arrest and convict him at the outset of his career, before he had got a crowd of dupes to follow him. The antiquated forms and precedents of our courts are also wholly inadequate to deal with such cases in their full length and breadth, and ought to be reformed, so as to do full and vigorous justice. The court ought to have power at any time to order the body of the claimant to be examined by impartial surgeons, and himself to be examined as a witness first and foremost; to order any witness to be called who could give important evidence, and to prohibit the impudent assumption of the name and title by the claimant until after the trial. And when judgment is given, it is clear that the court ought to have power to declare finally who and what the imposter is; to prohibit him from using or claiming the name to which he has no title, and not only to punish him, but to compel him to make amends, so far as possible to the injured family." Mr. FITZJAMES STEPHEN is equally instructive, and even more practical. His letter, addressed to the *Pall Mall Gazette*, is too lengthy for reproduction. In it he goes through the history of the legal proceedings, and whilst admitting that the process in Chancery facilitated ORTON'S design, it nevertheless was a material step towards his detection. "The cross-examination which ORTON underwent at the Law Institution was the first step towards his detection. It left much undiscovered, but it showed the other side that if they wanted to detect the fraud they must inquire in Australia and Chili. The Tichborne family might have been placed in very great difficulties if they had never been able to cross-examine ORTON at all, or to learn what his case was till he came into the witness-box on the trial of an action of ejectment; and this must not be forgotten if the proceedings in Chancery are complained of. The question how far a defendant ought to have a right to know the plaintiff's case before it is brought forward in court is a most important one, and the course taken by the *Tichborne* case ought to be carefully considered in reference to it by those who are now engaged in remodelling civil procedure and fusing law and equity." Mr. STEPHEN then proceeds to show that in this case the interrogation of the defendant, which Mr. BROWN, as appears by the quotation which we have made, thinks ought to have taken place, would have been a mistake. "I have always," says Mr. STEPHEN, "been in favour of the interrogation of accused persons, and I have advocated the introduction of the practice on a variety of occasions for many years; but surely if there ever was a case in which an 'interrogation by a public prosecutor' would have been simply a useless prolongation of a trial it was the *Tichborne* case. ORTON actually had been 'subjected to an interrogatory' for many days by Lord COLERIDGE and every word of it was read over to the jury on the trial for perjury. What conceivable advantage could have been gained by asking him any more questions?" Mr. STEPHEN also differs from Mr. BROWN as to the advisability of giving the Judges the power to call and examine witnesses. "If the Judges could call witnesses," he says, "I am much mistaken if they would often think it wise to use their power. I doubt, indeed, whether they would have done wisely to use it in the *Tichborne* case. When a witness is called by a party he is carefully examined in private before he is put forward in court, and his evidence, if necessary, is tested by collateral inquiry. Are the Judges to be at liberty to employ an attorney to take the proofs of a witness whom they think of calling or not? If yes, they are at once mixed up in the detail of the case in a manner not easily reconcilable with the general character of their duties. If no, they expose themselves by calling an unknown witness to being the instruments of fraud. Suppose that the Judges had called CHARLES ORTON and his sisters, and that they had contradicted each other in the witness box as they have in the columns of the *Daily Telegraph*, would that have been of much use? Suppose, again, that CHARLES ORTON, being called, had shuffled and equivocated, and said in substance that he could not say whether the defendant was his brother or not, and suppose that he had been forced to admit in cross-examination on the one side that he had signed statements that the defendant was not his

brother, or at all like him, and on the other that he been receiving £5 a month from the defendant, and that he had given information to the other side when money failed, would matters have been much advanced? Or suppose, again, he had said simply, 'Of course it is only my opinion, but as far as I can judge that man is not my brother Arthur'. Practically he would have risked nothing by saying so. No jury would ever have convicted him of perjury for what might have been a mistake; but, being called as the witness of the Judges, his testimony would have had almost decisive weight." It must be admitted that there is very great force in this reasoning. It is satisfactory to find so great a master of procedure and evidence as Mr. STEPHEN coming to the conclusion that the great length of time during which the *Tichborne* case lasted does not bring to light any special defect in our procedure, "except, indeed, the defect which is now universally admitted of the intricacy of real property law, and the distinction between law and equity." "The two trials, especially the trial for perjury," he adds, "might have been shortened to some extent if the rules of evidence had been more strictly enforced, and if the prisoner's counsel and the Judge had taken a different view of their duty; but the only alteration in the substance of the procedure which would have saved much time would have amounted to a revolution in the administration of justice." A practical suggestion which Mr. STEPHEN makes is this. "Would it not be possible," he asks, "in cases in which it is obvious that there is perjury and fraud on one side or the other to empower the Judges to order that the plaintiff or any particular witness or witnesses should not be called unless before they were called they made an affidavit as to the truth of the principal matters to which they were about to depose, and that when the trial took place the jury should not only try the question whether the plaintiff or defendant was entitled to the verdict, but the question whether perjury had been committed by swearing the affidavit; and that if they found it had the court should pronounce sentence on the offender? This would be a very strong check upon a crime which is constantly committed, and which is very seldom punished." Finally, Mr. STEPHEN agrees with everybody else that the punishment of perjury is not severe enough, "and that the whole law on that subject is in a very bad state;" but he does not consider that the case is a disgrace to our system, pointing out that old Lady TICHBORNE was the real *causa mali*. "The law," he remarks, "cannot protect people against the consequences of the fancies of a person incurably wrongheaded on particular points, but not mad enough to be locked up."

KNOWLEDGE BY A PURCHASER OF TENANCIES OR CHARGES AS AFFECTING HIS RIGHT TO COMPENSATION.

THE judgments delivered by the Lords Justices in a case of *Caballero* v. *Henty*, heard on the 11th inst., will, it is to be hoped, prevent any further development of the pernicious and, as we believe, unfounded doctrine propounded by Lord Romilly in *James* v. *Lichfield* (21 L. T. Rep. N. S. 521; L. Rep. 9 Eq. 51). That doctrine, we may remind our readers, is that a purchaser who contracts to buy land which he knows to be in the occupation of a tenant cannot succeed in a suit against the vendor for specific performance, with compensation, although it should turn out that the tenant had a lease. In his judgment Lord Romilly is reported to have said: "The case of *Daniels* v. *Davison* (16 Ves. 249) determines that as between the tenant himself and the purchaser, the purchaser was bound to inquire, and cannot dispute the tenant's rights. Does that duty apply to the case between vendor and purchaser as well as between purchaser and tenant? I have found no case exactly in point, but the principle appears to me to be the same, and to be applicable to both cases. Why is the purchaser bound to inquire as regards the tenant, and yet not bound to inquire as regards his rights against the vendor? The principle is thus stated in argument in that case: 'Whatever puts a purchaser upon inquiry shall be held notice, and if, therefore, he knows that a tenant is in possession he is considered as having notice of the whole extent of his interest,' . . . if the purchaser chooses to bind himself by agreement with the vendor, knowing of the tenancy, but without having accurately ascertained what was the extent and character of it, and what the results of such inquiry would have led to, he must, as it appears to me, be bound in the same manner as all other persons. I think also that no distinction can properly be drawn in a court of equity, because the matter rests in contract, and the conveyance of the legal estate has not been made to him."

The whole of this ruling is, as it seems to us, utterly unsound. The analogy is faint indeed between the case of a tenant in possession at the time of a legal conveyance to a purchaser for value, asserting as against such purchaser equities of which the fact of possession is held to be sufficient notice, and the case of a vendor who, while contracting to sell in terms which imply that the subject of sale is an estate in possession free from any lease, tenancy, or charge, afterwards turns round and, while admitting the existence of these or similar incumbrances, nevertheless insists that the contract must proceed as if they did not exist, and contends that from the fact of the land being in occupation the purchaser ought to have inquired, and as a consequence of inquiry might have ascertained the real nature of the occupiers' holdings and interest. Such an analogy can only be looked upon as the doctrine of constructive notice run mad. We observe, however, that even in *James* v. *Lichfield*, the case was not decided on the mere fact of the tenant's possession (which would have been sufficient to protect the tenant's own equities, whether the purchaser were actually aware of such possession or not), but on evidence that the purchaser did actually know that there was a tenant in possession. A similar remark applies to the cases of *Carroll* v. *Keays* and *Keays* v. *Carroll* (22 W. Rep. 243), in which we see, with some degree of amazement, that the Court of Appeal in Ireland, consisting of two judges so experienced as Lord O'Hagan and Lord Justice Christian, thought it incumbent on them to follow *James* v. *Lichfield* as an authority, although Lord Justice Christian said that that case was "actually startling from the length to which it goes." In *Caballero* v. *Henty* the Lords Justices very clearly pointed out the absurdity of expecting that a person contracting to purchase should make preliminary inquiries on the land as to the fact or nature of occupancy, and that the interval between the contract and the time of completion was the proper period for such investigations. The facts of the case of *Caballero* v. *Henty* did not call for any decision on the question as to the effect on a purchaser of actual previous knowledge on his part of the existence of a tenancy, lease, or charge not disclosed by the contract for sale.

The suit was one by a vendor for specific performance without compensation, under circumstances rendering success hopeless, and was unhesitatingly, and without a reply being called for, dismissed with costs by the Lords Justices in affirmance of the decision of the Master of the Rolls. The value of the case consists in the opinions elicited from the court by the line of argument adopted by the plaintiff's counsel. From those opinions it seems tolerably clear that the question as between vendor and purchaser is really one of description, and not of notice or knowledge—as to what, on the fair meaning of the contract, was the subject of it—as to whether the contract was for an estate in possession, or reversion, free from or subject to tenancies, leases, or other charges.

It appears, also, that the Lords Justices were dissatisfied with the propositions of the late Master of the Rolls in *James* v. *Lichfield*.

We absolutely fail to see why a purchaser, as between himself and his vendor, is to be affected by the fact of his knowledge that there are tenants in possession; it is no business of his to make inquiries as to the nature of their holdings previously to entering into the contract. The vendor may be supposed to know his own business, and the nature of his own interest in his own estate, and if he undertakes to sell in words which imply that he is selling an estate in possession or free from charges, we think it clear that the purchaser is *primâ facie* entitled to insist on specific performance with compensation. If the purchaser knows no more than the fact of the estate being in the occupation of tenants, he is surely entitled to assume, as against the vendor, either that they are tenants at will, or that their tenancies will expire by effluxion of time before the day fixed for completion of the purchase, or that by some arrangement between them and the vendor he will be enabled to give possession at the appointed day. Taking the case most unfavourable for the purchaser, viz., that of his having actual and precise knowledge not merely of the fact of the land being in the occupation of tenants, but of the precise nature of their holdings and equities, and that those holdings and equities are of such a nature that it is improbable or impossible that a vendor could have intended to sell otherwise than subject to them—still we say that, even in such a case, although a suit by the purchaser for specific performance with compensation would fail on the ground of mistake (and mistake of which the purchaser was aware) on the part of the vendor, it would not, generally speaking, where the contract was, or was required to be in writing, be competent for the vendor to maintain *any* suit for specific performance against the purchaser, and certainly not, except on the condition of granting compensation, in respect of the charges or tenancies.

On an assumption of the authority or more properly of the value and correctness of *James* v. *Lichfield*, the Appeal Court of Ireland thought themselves bound to overrule the decision of Vice-Chancellor Chatterton, and to decree specific performance without compensation in respect of yearly tenancies at the suit of a vendor who had contracted to convey an estate in possession. It was there argued that notice of a lease was notice of all its contents, or at least of such as are fairly incidental, even as between vendor and purchaser, and that no doubt is so where there has been no misrepresentation or improper concealment, and where the existence of the lease appears expressly or impliedly on the face of the contract; beyond this we do not think the doctrine can be carried. Lord St. Leonards has intimated an opinion that it has already been carried too far.

The courts, and especially those of appellate jurisdiction, have repeatedly declared that the doctrine of constructive notice is not to be extended, and we have on several occasions thought it our duty to remark upon decisions of courts of first instance in which

this rule of non-extension has, as we conceived, been too much lost sight of. Thus in an article LAW TIMES, vol. xlv., 157, we endeavoured to show, in opposition to a decision of Vice-Chancellor Malins in *Hunt* v. *White* (37 L. J., N.S., 326, Ch.), that clear and unambiguous covenants for title contained in a purchase deed ought not to be controlled by the fact that a particular incumbrance or defect was actually or constructively known to the parties.

So again, in articles LAW TIMES, vol. l., pp. 154, 492, we pointed out instances in which, as it appeared to us, the doctrine of constructive notice has been unfairly and improperly strained to invalidate the title of a purchaser. There is, happily, now no reason to fear that the English Court of Chancery Appeal will countenance any attempt to extend the doctrine of notice beyond its existing limits.

CONVERSION—ESSENTIAL ELEMENTS.

THE singular case of *Hiort* v. *Bott* (30 L. T. Rep. N. S. 25), in which Bramwell, Pigott, and Cleasby, BB., have recently delivered a considered judgment, deserves notice, as well illustrating the law of conversion, and especially as laying down decisively that the *animus convertendi* is not necessary to constitute it. Very shortly stated, the facts were that the plaintiffs and defendant were both the victims of a fraud, whereby the broker of the plaintiff had caused goods of the plaintiff to be sent to the defendant which had never been ordered by him; and the defendant indorsed a delivery order for them to the broker, with the intention, as the jury found, to get the goods back to the plaintiff, but with the result of depriving the plaintiff of them, though the broker obtaining the goods by means of the delivery order and making away with them. The defendant, therefore, not only did not intend either to convert the plaintiff's goods to his own use or to deprive the plaintiff of them, but intended to get the goods back to the plaintiff in what he conceived to be the quickest way, and for this, for doing in complete innocence what turned out not to be the wisest thing under the circumstances, the court has held him liable in conversion. Nor is there any reason to question the correctness of the decision, but it is said in Addison on Torts, p. 320, that a man is not guilty of a conversion of goods "unless he removes the goods for the purpose of taking the goods away from the plaintiff, or of exercising some dominion or control over them for the benefit of himself or of some other person," and the intention of the defendant has been laid such stress on in so many of the leading cases on conversion, that it is no wonder that Mr. Justice Archibald had directed a verdict for the defendant at the trial. The facts of the case are not at first sight distinguishable from those in *Heugh* v. *London and North-Western Railway Company* (L. Rep. 5 Ex. 51; 21 L. T. Rep. N. S. 676) which was pressed upon and distinguished by the court. In that case the plaintiffs, acting upon an order supposed to be sent by one of their former customers, but in reality sent by a fraudulent traveller of their own, consigned certain goods to their customer by the defendant's railway. The defendants essayed to deliver the goods according to the address, but the person in charge of the premises refusing to take them in, the defendants took them back to the station and advised the consignees that the goods were held by them not as common carriers, but as warehousemen. Shortly afterwards, upon the traveller bringing the advice note, and also a letter signed by him for the consignees, requesting the defendants to deliver the goods to bearer, the defendants delivered them to him, whereby they became lost to the plaintiffs. It was sought to charge the defendants for a misdelivery on the grounds (1) that they had acted voluntarily in the matter; (2) that they had claimed warehouse rent; but the Court of Exchequer held that the jury had been rightly asked whether the defendants had acted reasonably under the circumstances, and, the jury having answered in the affirmative, upheld a verdict for the defendants. "Their position," said Kelly, C.B., "was that of involuntary bailees; they found these goods in their hands without any default of their own, under circumstances in which the character of carriers under which they received them had ceased." The defendant in *Hiort* v. *Bott* may, perhaps, also be best described as an involuntary bailee, and had become so by means of fraudulent orders very similar to those in *Heugh's* case. What then is the distinction between the two cases? The distinction is that whereas in *Heugh's* case the defendants were acting in the course of their business, and it became a question for the jury whether they acted reasonably, in *Hiort's* case the defendant went out of his way to do the act which caused the plaintiff to lose his goods. The defendant had only either to do nothing, or else send the delivery order back to the plaintiff himself, and no harm would have been done. Moreover in *Heugh's* case it was the plaintiff's act in giving credit to his traveller that the whole difficulty arose, whereas in *Hiort's* case it was the endorsing of the delivery order to the broker which caused the loss; and the rule is plain, that where of two innocent parties one must suffer by the wrong of a third he who has enabled the third party to occasion the loss must sustain it. (Per Ashhurst, J., in *Lickbarrow* v. *Mason*, 1 Sm. L. C. 690.)

The case of *Hiort* v. *Bott* is also noticeable for having produced a new definition of conversion, issuing from a court which may be said to have an hereditary right to deal with the subject of conversion. The frequently cited case of *Fouldes* v. *Willoughby* (8 M. & W. 540); the case of *Burroughes* v. *Bayne* (5 H. & N. 296), where the whole history of trover may be found in the judgment of Martin, B.; and, lastly, the case of *England* v. *Cowley* (L. Rep. 8 Ex. 126; 28 L. T. Rep. N. S. 68), where Martin, B., dissented from the opinion of the rest of the court that the "wrongful deprivation" must be a total and entire deprivation, all proceeded from the Court of Exchequer. And we have it now laid down by that court that conversion "is where a man does an act unauthorised which deprives me of my property for an indefinite time." This is a definition which is perhaps legally rather than verbally correct, extending as it does the meaning of conversion so as to include wrongful deprivation. It is always well to bear in mind the mistake which occurs in the statutory form of declaration under the Common Law Procedure Act. "That the defendant converted to his own use, or wrongfully deprived the plaintiff of the possession of," are the words in the schedule. The mistake, which has no doubt caused much confusion, arose in this way. In the original Bill the words "or wrongfully deprived," &c., did not appear. Lord Denman inserted them, but within brackets, and when the Act came to be printed the brackets were left out: (see *London and Westminster Discount Company* v. *Drake*, 28 L. J., 297, C. P., per Willes, J; Day's Common Law Procedure Act, p. 239.)

It is somewhat singular that there should be but little, if any, authority on the liability of a person who finds himself in possession of an article left at his house by mistake, or by some would-be seller with whom he has had no communication respecting it. Is there any legal obligation, for instance, to keep a sample sent by post which one has not ordered, and if there be, how long does it exist, and could anything be recovered for the expense of keeping it? Advertisements constantly appear to the effect that if A. B. do not fetch away the property which he left behind at C. D.'s house, the same will be sold to pay expenses. It would seem to follow from Baron Bramwell's remarks that there is an authority in these cases to deal reasonably with the articles, and that it would be for a jury to say whether there had been a reasonable dealing or not. It was, however, decided in the old case of *Lethbridge* v. *Phillips* (2 Starkie, 544), that there is no obligation in these cases to keep safely. In that case a picture had been damaged which had been borrowed of the plaintiff by a third person in order to show to the defendant, who had not asked to see the picture, nor had had any communication with the borrower on the subject, and it was held that no action would lie upon an implied contract to keep the picture safely, Chief Justice Abbott observing "it often happened that articles of great value were left at gentlemen's houses by mistake, and that in such cases parties could not be considered as bailess of the property without their consent." And Story's comment on the case is that where there is a substantial mistake, or fraud, or imposition, practised by one party on the other, the common law would deem the "contract of mandate," properly so called, void: (Story on Bailments, p. 146.)

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The Theory of Stock Exchange Speculation. By ARTHUR CRUMP. London: Longmans and Co.

THE connections between the Stock Exchange and the Legal Profession are very intimate, and it is of great importance that lawyers should be familiar with the mysterious proceedings of jobbers, brokers, bulls and bears, and speculators generally on 'Change. Safe investments are not sufficiently tempting to the enormous amount of capital which is floating about the country, and hence it is that so many thousands of innocent people become involved in "settling days," and too frequently, in violent efforts to escape from overwhelming liabilities, have recourse to the law. The recent cases of *Dent* v. *Nickalls* and *Maynard* v. *Eaton*, to name two out of dozens, illustrate the important part which Stock Exchange business plays in our courts, and on this ground we think that this work of Mr. Arthur Crump on "The Theory of Stock Exchange Speculation" will prove of interest and value.

A very good instance of the utility of the work is found in the first chapter, in which the author explains certain technical terms. He says:

> The members of the Stock Exchange are of two descriptions, jobbers and brokers. The jobber deals in stocks and shares, either as a buyer or seller, at the market prices. The broker deals with the jobber, and is paid a commission by his principal for transacting the business between the two.
>
> A bull is a speculator who buys for the settlement with a view of selling at some future date at a higher price and gaining by the difference.
>
> A bear is a speculator who hopes to gain by the reverse operation. He sells for the settlement, hoping to buy back at a cheaper price, and gain by the difference.
>
> Contango means continuation charge, for instance: if a bull speculator has £2000 Brighton railway stock open for the account, of which there are two in a month, one in the middle and one at the end, and the settlement which is to take place, say in the middle of the month, is approaching without the price having advanced as much as he supposed it would at the time when he bought, he wishes to carry over or keep the stock open for

another fortnight. For this accommodation he must pay the jobber in the house of whom the stock has been bought, a certain rate per cent. to allow the speculator to continue a bull of the stock, instead of paying the money and taking it off the market. The contango rates depend upon different circumstances. Sometimes instead of having to pay any contango, a bull will get something paid to him. If the stock is very scarce, and the jobber finds it difficult to deliver to purchasers, he will be glad to carry over a bull account for nothing, and may be he will pay a consideration to postpone delivery for a fortnight. On the other hand, if the stock is very plentiful when the settling day arrives, if the sellers have been numerous, and the deliveries are large, the jobber will prefer delivering the stock to the bull speculator to continuing it to the next account, because he wants money to pay those who have sent their stock to market. Under these circumstances the contango rate may be ¼ per cent. on the money price of £220,000 nominal stock for the fortnight, or it may reach a much higher figure, even exceeding 1 per cent. for the fortnight, but such a rate is seldom charged.

The contango rates depend very much upon the state of the money market, and hence the fluctuation in the price of public securities in sympathy with the rise and fall in the value of money.

It has become more of a custom with bankers to lend money to the Stock Exchange than was the case formerly; one reason being that, through the more enlightened management of the Bank of England of late years, the changes in the rate of discount are made more in obedience to the varying condition of the money market as a whole, as reflected in the Bank return, than was the case in former years, when the directors would come down to the city some Thursday afternoon to put up their terms when there was very little available money left upon which to obtain the increased charge. In other words, the value of money changes more frequently than it used to, and bankers, desiring to act at all times in view of contingencies, find it very convenient to lend their surplus balances for a fortnight upon easily convertible securities with a good margin. Moreover the risks attending bills of exchange are avoided. The contango rates at the settlement may rise suddenly through unexpected demands upon bankers arising out of a bullion drain, and a fall in the foreign exchanges, which compels them to refuse to continue their loans upon stock. Such stock must then be turned out upon the market, and if there happen simultaneously to be more deliveries than there is stock taken off the market the contango rates will rule high.

It may be here observed that the contango charge is an item in the cost of speculation which the haphazard operator seldom takes into account at all; yet, if speculation be engaged in upon a large scale, the item of contango charges may become a formidable one, and when added to the commission charged by the broker takes so much out of the possible advance in price which may take place in the period of, say, two accounts, or the space of one month, that if requires no great experience to show that the game is not worth the candle, taking one operation with another.

These are only a few of the terms which are explained and illustrated, of some of which we never heard before. The second chapter deals with the "importance of special knowledge regarding the regularly recurring causes that influence the markets;" and the whole work, whilst furnishing a useful guide to the speculator, gives ample warning to the inexperienced. Light writing, and at times writing somewhat too free for a work of authority, is thrown in to make easy reading, and on this score many persons may find it amusing as well as instructive. To those who, like ourselves, desire for professional purposes to know the crooked paths of the Stock Exchange, and to understand the various manœuvres of professed speculators, the work is a decided acquisition.

PATENT LAW.

(By C. HIGGINS, Esq., M.A., F.C.S., Barrister-at-Law.)

INFRINGEMENT.

(*Continued from p. 324.*)

Gibson v. *Brand.* 1842.—Tindal, C.J., in delivering judgment, said: "The breach alleged in the declaration is that the defendant infringed the patent, by making and putting in practice the plaintiff's invention; and the evidence is, that he gave an order in England, which order was executed in England, for making articles by the same mode for which the plaintiffs had obtained their patent, which articles were afterwards received by the defendant. This is quite sufficient to satisfy an allegation, that he made those articles; for he that causes and procures to be made, may be well said to have made them himself." (4 M. & G. 196; 1 Web. P. C. 631; 11 L. J., N. S., C. P. 183.)

Gamble v. *Kurtz.* 1846.—Action for the infringement of a patent for "improvements in apparatus for the manufacture of sulphate of soda, &c." The plaintiff, in his claim, said: "I do not claim the exclusive use of iron retorts, but I do claim, as my invention, iron retorts worked in connection with each other, as above described." The defendant had used two chambers, one of iron, and one of brick, connected by an opening through which the material could be pushed from one into the other. Held, that there was an infringement. Coltman, J., delivering the judgment of the Court of Common Pleas, said: "The essence of the plaintiff's improvement in making sulphate of soda was the use of two chambers, with separate furnaces, for the two stages of the process; so that both could be kept in action at the same time, at the different temperature required for each stage; and that principle is equally acted upon, and the same advantage gained, whether both chambers are of iron, or one is of iron and one of brick. The material of which the chambers are composed, not being of the essence of the invention claimed, the patent right might be evaded, although the chambers used by the defendant were not of the material mentioned in the plaintiff's specification." (3 C. B. 425.)

Barker v. *Grace.* 1847.—The specification of a patent for "improvements in the process of finishing hosiery and other goods manufactured from lamb's wool, &c.," stated the invention to consist in submitting hosiery, and other similar goods, to the finishing process of a *press* heated by steam, &c., *in the manner hereinafter mentioned.* A description was then given, by letters, of a drawing which represented a press, which consisted of a box heated by steam, up to which another box similarly heated was to be pressed by means of hydraulic pressure, or by screws, or other well-known means. After describing the method of pressing the goods between these hot boxes, the specification concluded by confining the inventor's claim to the process *as above described.* Held, that a method of finishing hosiery goods, by passing them through heated *rollers*, was not included in this patent, and therefore was no infringement of it. (1 Ex. 339; 17 L. J., N. S., Ex. 122.)

Stevens v. *Keating.* N. P. 1848.—Action for the infringement of a patent for the manufacture of cements. The specification states the invention to consist in producing certain hard cements of the combination of the powder of gypsum, powder of limestone and chalk, with other materials, such combinations being (subsequent to the mixing) submitted to heat. The specification then describes the method of making cement from gypsum, in the course of which alkali (for instance, best American pearlash) is to be used, and is to be neutralized with an acid (sulphuric acid is stated to be the best); the result is to be subjected to heat. The patentee claimed "the processes of mixing the powdered materials, alkalies, and acids, as hereinabove described, &c." The defendant manufactured cement by combining gypsum with borax, and subjecting the whole to heat. It was in evidence that borax is composed of an acid and an alkali. Held, by Pollock, C.B., that there was sufficient evidence of infringement. His Lordship, in summing up the case, told the jury that "if it had turned out that they (the defendants) had, by the use of borax, produced a substance very superior indeed, I think it would have been a fair question for the jury to consider, whether that was a colourable imitation or evasion, or whether it was a person travelling in his own direction, and making discoveries in the field that was not closed against him." Upon the plea of not guilty his Lordship said: "The question is, has the defendant done that which is within the claim—no matter whether the claim is good or not." (2 Web. P. C. 181.)

Sellers v. *Dickinson*, 1850.—Pollock, C.B.: "There may be an infringement by using so much of a combination as is material, and it would be a question for the jury whether that used was not substantially the same thing. . . . I think it may be laid down as a general proposition (if a general proposition can be laid on a subject applicable to such a variety of matters as patent law—matters, indeed, incommensurable with each other, for the same doctrine which would apply to a medicine would scarcely apply to a new material or a new metal), that if a portion of a patent for a new arrangement of machinery is in itself new and useful, and another person, for the purpose of producing the same effect, uses that portion of the arrangement, and substitutes, for the other matters combined with it, another mechanical equivalent, that would be an infringement of the patent." (5 Exch. 324.)

The Electric Telegraph Company v. *Brett.* 1851.—Action for the infringement of a patent "for improvements in giving signals and sounding alarums in distant places, by means of electric currents transmitted through *metallic circuits.*" The defendant arrived at the same result by using a circuit not *wholly* or continuously metallic throughout, but by using the earth, to an extent nearly amounting to the half, as the connecting medium between two portions of the metal. It appeared in evidence, that after the grant of the letters patent, it had been discovered that a large portion of the wire through which the electric current returned to the battery might be dispensed with by plunging into the earth the two ends of wire which would have been joined by the parts left out, the electric current passing from one end of the wire to the other as effectually as if a continuity of wire had been kept up. Held, that though a circuit upon this principle would not be *wholly metallic*, yet, inasmuch as it was so in all that part which formed the substance of the patentees' claim, viz., that part which gave the signals, it amounted to an infringement of the plaintiffs' patent. The breaches alleged in the declaration were that the defendant had used and counterfeited the *said invention*; the evidence was, that the defendant had used or counterfeited *part* only. The specification described nine several improvements. Held, that the declaration, in speaking of the *said invention*, was to be understood as charging the using or counterfeiting of the said *nine* improvements, and that it was sufficiently proved by showing that *one* of them had been used. (10 C. B. 838.)

Smith v. *The London and North-Western Railway Company.* 1853.—Action for the infringement of a patent for "an improved wheel for carriages of different descriptions." The patentee stated, in his specification, that the "said improved wheel is manufactured wholly of bar iron, by welding wrought iron bars together into the form of a wheel, whereby the nave, spokes, and rim, when finished, will consist of one solid piece of malleable iron. The specification then described the manner in which the invention was carried out. In the claim, the patentee stated that the new invention consisted in the circumstance that the centre boss, or nave, arms, and rim of the said wheel being wholly composed of wrought or malleable iron, "welded into one solid mass, *in manner hereinbefore described.*" The defendants used a wheel, made by welding pieces of wrought iron together so as to form a single compact piece of wrought iron; the mode of forming the nave was the same as that in the specification: the mode of forming the rim was different. Held, that it appearing that the mode of forming the nave was a material, new, and useful part of the invention, the use of it by the defendant was an infringement of the patent. Campbell, C. J., in delivering the judgment of the court, said: "Where a patent is for a combination of two, three, or more old inventions, a user of any of them would not be an infringement of the patent; but, where there is an invention consisting of several parts, the imitation or pirating of any part of the invention is an infringement of the patent." (2 Ell. & B. 69.)

Palmer v. *Wagstaff.* 1854.—The plaintiff's patent, obtained for "*the mode of manufacture* of candles by the application of two or more plaited

wicks, so disposed that the ends always turn outwards," is not proved to be infringed by the mere production of a candle, made by the defendant, in which the wicks were so plaited and turned outwards. It must be further shown that the defendant made it by the method described in the plaintiff's specification, or in some way that the jury might consider colourable. (9 Ex. 494; L. J., N. S. Ex. 217.)

SOLICITORS' JOURNAL.

SOLICITORS will be glad to hear that the long talked of and contemplated amalgamation of the Metropolitan and Provincial Law Association with the Incorporated Law Society is practically *un fait accompli*, as will be seen from a report in another column the of proceedings at the twenty-seventh annual general meeting specially held on the 11th inst. at the hall of the Incorporated Law Society. As we said long since in reference to this subject, union is strength, and we trust the council of the Incorporated Law Society will mark this important era in the history of the society by redoubled energy and exertion to promote the professional prosperity of our branch of the Profession. This amalgamation accomplished, let the council at once direct its attention to similar objects, with a view to additional acquisition of strength. Let it, in fact, work out to its conclusion the excellent plan of organisation so forcibly and reasonably urged by Mr. Marshall, of Leeds. This achieved, and we are perfectly satisfied that we shall then no longer endure unjust exclusion from judicial offices, a subordination to the other branch which is warranted neither by any supposed inferiority in legal or general education, social position, or a continued deprivation of the enjoyment of those professional posts productive of the most pecuniary benefit; neither shall we then suffer such an exile from the dignity of the Profession as is suggestive of an inferiority in the status of the legal profession, which in truth is not warranted by the labours, responsibilities, and, above all, relative positions of trust and confidence of the two branches of our common profession.

THE subject matter of a letter which last week appeared in a London morning lay newspaper, under the title "Leases of the London Corporations," and which bore the signature "A Solicitor of Thirty Years' Standing," is certainly not without interest and importance to our Profession. For the information of our readers, and, indeed, at the request of an influential member of the Council of the Incorporated Law Society, we print the letter in question in another column. A perusal of it shows that there has long existed a monopoly in reference to the legal conveyancing business in question, which cannot for a moment be justified, either on the ground of expediency or in the interests of the public or the Profession. The matter has only to be brought to the notice of the governing bodies in order to secure the omission of this objectionable clause or covenant from the deeds and documents in question. It must often enough occur that the lessee knows nothing of this covenant when he completes the transaction; and annoyed he may well be afterwards to find that instead of being able, in the usual way, to entrust subsequent dealings with the property to his accustomed solicitor, in whom he would have complete confidence, he must accept the services of those who, after all, cannot faithfully "serve two masters." Indeed, it must often happen that the unfortunate lessee, not content with the legal professional assistance rendered by those in the Profession (both branches) who represent the Corporations in question, is driven to seek the advice of his own solicitor, thus incurring double expense and delay. To solicitors practising in the City of London interested in this matter, and we presume most of them are, we commend the provisions of 36 & 37 Vict. cap. 48, by which the newly appointed Railway Commissioners can require railway companies to give "reasonable facilities for the receiving, forwarding, and delivering, or to cease giving an undue preference." The Profession and the public may, with equal propriety, demand, not only that reasonable facilities should be afforded the latter for entrusting their legal business, connected with the London Corporation, &c., to whom they please, but also that no undue preference should be given to those professional gentlemen who transact the legal business of such corporations.

A LETTER signed "A. B.," which appeared in our last issue, upon the subject of the remuneration to which solicitors practising in County Courts are at present entitled, is well worthy of attention. It cannot be doubted that in consequence of recent legislation practitioners in our County Courts are expected to have, and generally speaking have, a far better knowledge of the law and practice of such courts than was formerly necessary, and it certainly constantly happens that although a sum sought to be recovered is small in amount, yet questions of much more serious importance, as well pecuniarily as otherwise, are often involved in the dispute. Process can be issued in the Superior Courts for the recovery of any amount on payment of a court fee of 5s., whilst the court fees payable on the issue of the process from the County Courts are often of serious consideration for creditors. We should gladly see such court fees in certain cases reduced in amount, and such a system of professional remuneration introduced as would secure payment for professional services to be regulated according to the nature of the case undertaken. At present a solicitor's costs for recovery of a simple contract debt of say £22 is far in excess of what would be allowed to the same gentleman if in seeking to recover a sum nominal in amount he was called upon to argue certain points of law involving indirectly large and important interests to his clients.

FROM a case which came under the notice of the Master of the Rolls in Dublin last week it seems that the Attorneys and Solicitors Act (Ireland) (29 & 30 Vict. c. 84) is in some respects very difficult of construction. The matter before the court was in the nature of an application by a gentleman to be admitted on the Roll of the Court of Chancery, notwithstanding that the Master of the court refused to furnish the applicant with the usual certificate, and the ground for the application seems to have been that, notwithstanding the reference in the Act contemplating five years' service, yet by sect. 9 of the Act all that is necessary is to "attend two years' law lectures and pass the law examination in the University of Dublin." This the applicant had done, but this provision was inconsistent with other sections in the Act in question. The learned judge took time to consider the question raised.

THE Consolidated Regulations of the several Societies of Lincoln's-inn, the Middle Temple, the Inner Temple, and Gray's-inn, dated Michaelmas Term 1872, will, we sincerely hope, soon be brought under the notice of Parliament, especially upon the subject of that portion of them which practically excludes solicitors from being called to the Bar. Why should attorneys at the present day be ear-marked and proscribed by the benchers? Had the arbitrary power now assumed by the benchers been of earlier existence, the integrity, the intellectual qualifications, and distinguished services of many illustrious men would have been lost to the community, to say nothing of the individual injustice they themselves would have sustained. The following instances strongly support our view of this important question: Lord Tenterden was engaged in an attorney's office (that of Messrs. Sandys and Horton, of Craig's-court, Charing Cross), Mr. Bently was for a considerable time in one of the principal agency houses in London. Baron Thompson pursued his studies in an attorney's office, so did Lord Wynford and Sir William Grant. Lord Thurlow was articled to a solicitor in Bedford-row; so was Lord Hardwick. Mr. Dunning was engaged in the duties of his father's office, who was a practising attorney; Lord Macclesfield actually practised as an attorney. Lord Kenyon served his articles with an attorney; Sir William Garrow was some time in a solicitor's office; so was Sir Samuel Romilly. Lord Gifford, afterwards Chancellor of Ireland, was regularly articled, as were also Sir George Wood and Mr. Justice Buller. In our own immediate times Mr. Serjeant Wylde, afterwards Lord Chancellor Truro, was for many years in extensive practice as an attorney. One of Her Majesty's present judges now presiding at Westminster (than whom no more able and efficient judge exists) would by the present rules of the Inns of Court have been among the proscribed. We believe our present distinguished Attorney-General was once a clerk or student in the office of his father, a practising attorney; he, too, would have fallen under the same ban of "expediency." We will add one instance more. Lord Brougham was known to declare publicly in the Court of Chancery that if he had to recommence his legal studies he would begin as a clerk in an attorney's office. The exclusion of which we complain is most illiberal and unjust, for each kind of labour in the Profession should surely be as a step in the ladder affording to capable men an opportunity to reach the highest aim of their ambition.

IT may not be generally known that in order to secure a call to the Colonial Bar, the applicant must either have been called to the bar in this country, or, in some cases, in other colonies; but if not so called, he must be first articled to an attorney in practice in the Superior Court or courts of the colony to the Bar of which he seeks to be called. The term of service varies, we believe, from three to five years, and at the expiration of the articles, the candidate is called upon to pass an examination before the judges of such court. In most of our colonies the two branches are united, that is, each member of the legal profession may act at one and the same time as attorney and advocate in the colonial Superior Courts. It would indeed be of the utmost advantage if a short term of service under articles to an attorney was necessary before a call to the Bar in this country.

THE case of *Neate* v. *Denman*, recently before the Court of Chancery, is another striking instance calling for an investigation of the assumed power of those voluntary societies, as they are termed, and of their practical utility. The benchers of the Inns of Court, acting upon a resolution made by themselves on the ground of expediency, have decreed that (though attorneys for centuries had enjoyed the privilege of membership) they shall be treated as unworthy and unfit to become members of that society. For upwards of two centuries down to the year 1852, it was compulsory on attorneys to be admitted members of one of the Inns of Court. Many attorneys are now members of Gray's Inn, some for upwards of a quarter of a century. It is worthy of note that the rule of 1852, excluding attorneys, was passed by the benchers only on the ground of expediency. It came into operation in Trinity Term 1852, and is as follows:—19. "That it is expedient that no attorney at law, solicitor, writer to the signet, or writer to the Scotch courts, proctor, notary public, clerk in Chancery, parliamentary agent, or agent in any court, original or appellate, clerk to any justice of the peace, or person acting in any of these capacities, and no clerk of or to any barrister, conveyancer, special pleader, equity draftsman, attorney, solicitor, writer to the signet, or writer to the Scotch courts, proctor, notary public, parliamentary agent, or agent in any court, original or appellate, clerk in Chancery, clerk of the peace, clerk to any justice of the peace, or of or to any officer in any court of law or equity, or person acting in the capacity of any such clerk, should be admitted a member of any of the said societies for the purpose of being called to the Bar, or of practising under the Bar, until such person, being on the roll of any court, shall have taken his name off the roll thereof, nor until he and every other person above-named or described shall have entirely and *bonâ fide* ceased to act or practise in any of the capacities above-named or described." So that if A. B. C. and D. are a firm of attorneys-at-law, and Mr. A. desires to become a member of Gray's Inn, he cannot accomplish that wish until B. C. and D. have taken their names off the rolls. It is a singular fact that several of the present benchers of Gray's Inn who pronounced the order of expulsion in reference to Mr. Gresham, jun., have been in their day themselves on the roll of attorneys and in practice as such. The average number of members attending in the hall (exclusive of the benchers) is about a dozen. During sixteen terms, extending over four years, and with an annual income of upwards of £8309 the Honourable Society of Gray's Inn, called only thirteen members to the Bar. As we have often before pointed out, four years' income (£33,372 13s. 8d.) is no inconsiderable sum. The society's chambers are numerous and commodious, and till lately one member, we believe, was a holder of no less than forty-eight sets of chambers, which were underlet. Of the present barristers, members of the Inn, some are, we believe, engaged in commercial pursuits, or are members of other professions than the law. Why should attorneys at the present day be ear-marked and proscribed by the benchers? Had the arbitrary power now assumed by the benchers been of earlier existence, the integrity, the intellectual qualifications, and distinguished services of many illustrious men would have been lost to the community, to say nothing of the individual injustice they themselves would have sustained. The following instances strongly support our view of this important question: Lord Tenterden was engaged in an attorney's office (that of Messrs. Sandys and Horton of Craig's-court, Charing Cross), Mr. Bently was for a considerable time in one of the principal agency houses in London. Baron Thompson pursued his studies in an attorney's office, so did Lord Wynford and Sir William Grant. Lord Thurlow was articled to a solicitor in Bedford-row; so was Lord Hardwick. Mr. Dunning was engaged in the duties of his father's office, who was a practising attorney; Lord Macclesfield actually practised as an attorney. Lord Kenyon served his articles with an attorney; Sir William Garrow was some time in a solicitor's office; so was Sir Samuel Romilly. Lord Gifford, afterwards Chancellor of Ireland, was regularly articled, as were also Sir George Wood and Mr. Justice Buller. In our own immediate times Mr. Serjeant Wylde, afterwards Lord

Chancellor Truro, was for many years in extensive practice as an attorney. One of Her Majesty's present judges now presiding at Westminster (than whom no more able and efficient judge exists) would by the present rules of the Inns of Court have been among the proscribed. We believe our present distinguished Attorney-General was once a clerk or student in the office of his father, a practising attorney; he, too, would have fallen under the same ban of "expediency." We will add one instance more. Lord Brougham was known to declare publicly in the Court of Chancery that if he had to recommence his legal studies he would begin as a clerk in an attorney's office.

AN official return lately issued from the Admiralty shows that courts martial were held in the last quarter of 1873 on thirteen officers and fifty-two seamen and marines. It is greatly to be hoped that the authorities will, in their way, shortly be entering upon an investigation of the present cumbrous mode of conducting these proceedings. It is hardly to be believed that in these days the evidence before such courts is taken in such a laborious manner that proceedings last days which would otherwise last only so many hours. To any extent to which the First Naval Lord of the Admiralty (Sir Alexander Milne, G.C.B.) has it in his power to contribute to such desirable reforms in reference to such proceedings, as we have often before urged in these columns, we are sure he will, and we can assure him that it is only necessary for him to bring to the knowledge of the Judge Advocate General the injustice which, owing to the present cumbrous machinery, both prosecutor and prisoners at times experience and the difficulties under which they labour, to secure such an investigation as will lead to healthy reforms.

THE Lords Commissioners of the Admiralty have been pleased to order the name of Mr. Edwin John Harvey, solicitor, of Portsea, and Deputy Coroner for the County of Hants, to be inserted in the Navy List as Admiralty Law Agent for the Port of Portsmouth. Mr. Harvey was articled to the late Mr. William John Hellyer, of Portsea, then Deputy Judge Advocate of the Fleet, and was admitted an attorney in Trinity Term 1855, and is now the senior partner in the firm of Messrs. Harvey and Addison. He acted for some years as deputy to Mr. William Swainson, the late Admiralty Law Agent and Coroner of the Fort, and since that gentleman's decease, which took place in the early part of 1870, Mr. Harvey has discharged the full duties of the office.

ELSEWHERE we print a portion of the proceedings which took place at the recent annual meeting of the Associated Chambers of Commerce of the United Kingdom. The most important resolution, which we are pleased to notice was unanimously carried, was moved by a commercial man from Leeds; and, as will be seen from our report, was in reference to the onus of proof as to ability to pay by a debtor, which by the Debtor's Act 1869, sect. 5, sub-sect. 2, is thrown upon the creditor. Every solicitor who has ever issued a summons under the above provision knows how serious is the injury inflicted upon creditors in consequence of this statutory provision. We quite agree that it is, in the terms of the resolution, "unjust and unreasonable." A defendant ought, we certainly think, to be liable to be committed for contempt when failing to attend and answer a judgment summons; instead of which the practice at present is to direct a second summons to issue calling upon the defendant to attend personally before the Judge, and if he then so attends any excuse usually relieves him from payment.

A PRACTICE has long obtained by which the clerks of the London agents of sheriffs leave the successful party in interpleader summonses to draw up the order. On taxation the drawing up of such orders is invariably disallowed, and we, therefore, think it necessary to call attention to this point of practice, so that common law clerks may make a point of seeing that the sheriff draws up the order himself in all such cases, and which it is perfectly clear he is, strictly speaking, bound to do.

A SOLICITOR who contemplated offering himself as a candidate for the office of Chief Clerk to the Lord Mayor of the City of London, writes to us as follows in reference to the duties and emoluments: "I certainly never saw such conditions. A professional man is required to perform the most arduous and responsible duties in the greatest and richest city in the world, and is required to perform them and give up every other kind of business for £800 to £1000 a year. It seems most illiberal treatment. They want a man who, on the one hand, must be competent to advise upon the most difficult matters in criminal law, and, on the other hand, is expected to appoint the laundress and superintend the day and night watchmen."

IN consequence of numerous communications from solicitors in town and country who are commissioners to administer oaths in Chancery in England upon the subject of their rights and powers in reference to swearing affidavits for use in the Court of Chancery (Ireland), we print below the several sections of 30 & 31 Vict. c. 44 (The Chancery (Ireland) Act 1867), which in any way affects the question:

Sect. 80. Nothing herein contained shall abridge or lessen the power of the Lord Chancellor, as it now exists, to appoint fit persons to administer oaths, and take affidavits in Chancery, or to regulate the fees to be taken by them, and where any Act of Parliament refers to the Masters Extraordinary in Chancery, or to their powers or duties, the reference shall be held to apply to and include the commissioners hereinbefore mentioned, or to their powers or duties, as the case may be: Provided that solicitors and attorneys of *not less than five years' standing* shall be preferred for such appointments if otherwise suited thereto.

English country solicitors are often country commissioners for taking affidavits in common law directly after admission.

Sect. 81. All answers, disclaimers, examinations, and affidavits in causes or matters depending in the High Court of Chancery in *Ireland*, and also acknowledgments required for the purpose of enrolling any deed *in the said court*, shall and may be sworn and taken in *England* or *Scotland*, or the *Isle of Man*, or the *Channel Islands*, or in any colony, island, plantation, or place under the dominion of Her Majesty in foreign parts, before any judge, court, notary public, *or person lawfully authorised to administer oaths in such* country, colony, island, plantation, or place, respectively, or before any of Her Majesty's consuls or vice-consuls in any foreign parts out of Her Majesty's dominions; and the judges and other officers of the said Court of Chancery shall take judicial notice of the seal or signature, as the case may be, of any such court, judge, notary public, person, consul, or vice-consul attached, appended or subscribed to any such answers, disclaimers, examinations, and affidavits, acknowledgments, or other documents to be used in the said court.

Sect. 82. All persons swearing before any person authorised by this Act to administer oaths and take affidavits shall be liable to all such penalties, punishments, and consequences for any wilful and corrupt false swearing contained therein as if the matter sworn had been sworn before any court or person now by law authorised to administer oaths and take declarations, affirmations, or attestations upon honour.

The reference to acknowledgments in sect. 81 does not seem to refer to acknowledgments of deeds by married women, as suggested by a correspondent in our last issue, but it seems clear that a commissioner to administer in common law in England can take affidavits for use in the Irish Court of Chancery.

NOTES OF NEW DECISIONS.

ARBITRATION—POWER OF JUDGE TO ENLARGE TIME FOR MAKING AWARD.—A superior court or a judge at chambers may enlarge the time for making an award beyond that fixed by the parties themselves in the agreement of reference: (*Re Denton*, 30 L. T. Rep. N. S. 52. Q.B.)

ADMINISTRATION — ADMINISTRATOR BANKRUPT AND OUT OF THE COUNTRY—REVOCATION OF GRANT REFUSED.—An administrator became bankrupt, and in his capacity as administrator proved for a debt owing by him to the deceased's estate, a dividend became payable to the deceased's estate, but in the meantime the administrator became bankrupt again, and left the country. The court refused to recall the letters of administration granted to him, and to make a fresh grant to his creditors' assignee: (*In the goods of Hammond*, 30 L. T. Rep. N. S. 76. Prob.)

SLANDER — WORDS NOT DEFAMATORY — SPECIAL DAMAGE.—An action for slander cannot be maintained for words which are not necessarily of a defamatory nature, even although special damage may have resulted to the person of whom they were spoken. Therefore a declaration alleging, with proper inducement and innuendoes, that the defendant falsely and maliciously said of the plaintiff, "He was the ringleader of the nine hours' system," and "He has ruined the town by bringing about the nine hours' system, and he has stopped several good jobs from being carried out by being the ringleader of the system at Llanelly," laying special damage, was held bad on demurrer: (*Miller* v. *David*, 30 L. T. Rep. N. S. 58. C. P.)

TWO WILLS—RESIDUARY CLAUSE—REVOCATION—PROBATE.—A testatrix left two wills, by the first of which, after giving certain legacies, she bequeathed a life interest in the bulk of her property to her daughter, whom she nominated her residuary legatee. By the second will, which din not expressly revoke the first, she increased the legacies, but directed they should not be paid until the death of her daughter. The second will contained no residuary clause. The court granted probate of both papers, as together constituting the will of the deceased: (*In the goods of E. Pechell*, 30 L. T. Rep. N. S. 74. Prob.)

COURT OF APPEAL IN CHANCERY.

Monday, March 16.

Re SOUTH.

The rights of judgment creditors.

THIS was an appeal from a decision of Vice-Chancellor Malins, and it involved a question of some importance as to the rights of judgment creditors. On the 23rd Dec. 1872, in an action for seduction brought by Caleb Houghton against Thomas Denton South, the plaintiff recovered judgment for £500 damages and £62 costs. The damages were afterwards reduced to £300. At this time South was an infant, he having been born on the 16th Feb. 1853. Under the will of his grandfather he was entitled to an estate in fee simple in remainder in a house in Kent, expectant on the death of his grandmother, and subject also to the contingency of his dying before her. He was also, under the will of his father, entitled to an estate in fee simple in remainder in some land in Middlesex, expectant on the deaths of his grandmother and his mother. Houghton, in order to enforce his judgment, served out writs of *elegit* directed to the sheriffs of Kent and Middlesex respectively. In pursuance of the writ directed to him the sheriff of Middlesex caused an inquisition to be held on the 5th June, 1873, by which it was found that South was "seised in his demesne of the reversion in fee simple" of and in the above-mentioned land, "being of the clear yearly value of £124," and in his return to the writ the sheriff stated that he had caused the said land to be delivered to Houghton "by a reasonable price and extent, to hold to him and his assigns" until the balance remaining unsatisfied of the judgment debt and costs, together with interest thereon, should have been levied. A similar return was made by the sheriff of Kent, stating that the annual value of the property extended by him was £20. On the 3rd Nov. 1873, the judgment and the two writs of *elegit* having been duly registered, Houghton presented a petition to the Court of Chancery, under the Judgment Act of 1864 (27 & 28 Vict. c. 112), praying for a sale of South's interest in the house in Kent and the land in Middlesex in order to pay what was due in respect of the judgment debt, costs, and interest. On the 22nd Jan. 1874, South paid to Houghton's solicitor £382 16s. 9d. in discharge of the judgment debt, costs, and interest, but notwithstanding this payment, the Vice-Chancellor on the 20th Feb. (South meanwhile having attained twenty-one) made an order that South should within a month pay to Houghton his costs of the petition, including his costs of the writs of *elegit* and inquisitions, and any charges properly payable by him to the sheriffs in relation thereto, Houghton undertaking, if the payments were made punctually, to accept his costs out of pocket in full discharge, but without prejudice to his right to enforce payment of his whole costs in default of punctual payment. From this order South appealed, and the question raised was whether it was competent to the court under the circumstances to direct an estate in remainder to be sold in order to pay the sheriffs' charges. This turned upon the question whether, by means of a writ of *elegit*, an estate in remainder could, within the meaning of sect. 4 of the Judgment Act of 1864, be "actually delivered in execution" to the creditor, or whether it was not necessary that there should have been an "equitable execution" by means of a suit in Chancery. There was the further question whether, as in this case, the sheriffs' return had been untrue in calling the estate of the debtor a "reversion" instead of a "remainder," and in stating that it had an annual value, whereas in fact it had none, any sale could be made of such interest as the debtor really had.

E. C. Willis and *Clare* for the appellant.

Everitt (with whom was *Glasse*, Q.C.) supported the Vice-Chancellor's order.

Lord Justice JAMES was of opinion that the Vice-Chancellor's order could not be sustained. The case was governed in substance by the recent decision of the full Court of Appeal in *Hatton* v. *Haywood* (22 Weekly Reporter, 356), that there must be a suit in equity before this debtor's interest could be taken in execution. But independently of that, the sheriff's duty was to seize lands of which the debtor was "seized or possessed." A man could not be said to be "seized or possessed" of a remainder. Whoever prepared the returns to the writs in this case must have been well aware of the difference between a remainder and a reversion. The petition asked for a sale of a remainder upon a return which stated that the debtor was seized of a reversion. It was much the same thing as if the return had stated that the debtor was seized of Blackacre, and the petition had asked for a sale of Whiteacre. The petition must be dismissed, and, inasmuch as it was presented only a few months before the debtor attained twenty-one, and the petitioner might as well have waited till then, it must be dismissed with costs.

Lord Justice MELLISH concurred.

V.C. BACON'S COURT.

Saturday, March 14.

VAUGHAN *v.* HALLIDAY.

Specific appropriation—Ex parte Waring.

THIS was a mercantile case, of some technical interest, relating to the equitable doctrine of specific appropriation. The doctrine was first mooted in a case in bankruptcy, *Ex parte Waring*, so long ago as 1815, before Lord Eldon. In that case the drawer of bills of exchange lodged certain short bills for the protection of the acceptee. On the bankruptcy of both drawer and acceptee, both estates being liable to the holders, a question arose between the assignees as to which was entitled to the short bills which had been appropriated to meet the joint liabilities. Lord Eldon then held that, in order to clear both estates from the liability, the property held in stake was to be applied directly in paying the bills, and that the billholders were therefore entitled by a kind of parasitical equity or right. Though cases similar to *Ex parte Waring* are continually arising in the Court of Chancery, the exact circumstances which were now brought before the court were novel. Messrs. Ryder carried on business as Brazilian merchants at Liverpool, Bahia, and Pernambuco under slightly different names. Mr. F. W. Ashton, merchant and cotton spinner, of Manchester and elsewhere, was for some years engaged in bill transactions with Messrs. Ryder's Brazilian firms. The Bahia firm was in the habit of drawing bills, to the limit of £2000 a month, on Mr. Ashton, and sending other bills drawn on England, for Mr. Ashton to sell and appropriate the amount realised to meet his liabilities on his own acceptances. In Aug. 1871, Messrs. Ryder's Bahia firm drew three bills, for £800, £700, and £500 respectively, on Mr. Ashton, which were sold in Bahia and ultimately came into the hands of the plaintiff, Mr. Charles Vaughan, of Manchester. Mr. Wiatt, Messrs. Ryder's Bahia manager, bought two bills, one for £900 the other for £1000, and sent them in a letter to Mr. Ashton, dated the 8th Sept. 1871, by which, after advising the drawing of the three bills, purchased by the plaintiff, he wrote,—"Remit. To cover the above exchange operations we enclose 90 days' sight bill," with a description of the two bills for £1900, which were drawn by the Bahia branch of the Brazilian Bank on their London branch. The bills drawn on Mr. Ashton were presented to him on the 2nd October 1871, but, owing to the then recent failure of Messrs. Ryder, his affairs were so embarrassed that he refused to accept them. Mr. Ashton was soon after adjudicated bankrupt, and Mr. H. W. Banner appointed trustee of his estate. Mr. C. W. Ryder, the surviving partner in all Messrs. Ryder's firms, filed a petition for liquidation of his estate by arrangement, and Mr. James Halliday was appointed his trustee. The plaintiff claimed to have the Brazilian Bank bills, which were in the hands of Mr. Halliday, applied to meet the bills he held, and instituted this suit to enforce his claim, making both Mr. Halliday and Mr. Banner parties. It was contended by both the defendants that, inasmuch as the bills held by the plaintiff had never been accepted, and Mr. Ashton's estate being, therefore, under no liabilities in respect of those bills, the rule in *Ex parte Waring* could not apply, and that, but for other circumstances, the securities ought simply to be handed back to the trustee of Messrs. Ryder, because the purpose for which Messrs. Ryder had intrusted the securities to their correspondent had failed as between themselves. Mr. Halliday contended that the estate be represented was entitled to a lien on the securities in respect of a general balance. Mr. Banner, on the other hand, claimed the benefit of the securities as having been assigned for a specific purpose only, which had failed. This question, however, was not directly before the court.

Kay, Q.C., and *Giffard* appeared for the plaintiff.

De Gex, Q.C., and *Winslow*, Q.C., for Mr. Halliday.

Bardswell for Mr. Banner.

The VICE-CHANCELLOR, after stating the facts, said, as between receiver and remittee, the equities were the same as existed up to the bankruptcies. The securities were sent to cover the acceptances, and for nothing else. Neither Ashton nor any one else through him could honestly claim the securities for any other purpose. It had been argued that the principle in *Ex parte Waring* did not apply, inasmuch as there had been no acceptance. The cases were different to that extent, no doubt, but the principle did apply to this case, and if there had been any doubt on that point it would have been set at rest by the decision of *Re Richardson* (2 Law Jour. Bank. 23.) The securities had been assigned, coupled with a trust which, under the circumstances, enured for the benefit of the plaintiff; they were sent for a specific purpose, which the accident of bankruptcy prevented being carried out in the way intended. But the remittance had been earmarked to meet the particular bills, and must be so applied. He made a decree in favour of the plaintiff.

SHAND *v.* DU BUISSON.

Attachments in the Lord Mayor's Court.

THIS was a bill to enforce an attachment in the Lord Mayor's Court, which could not be carried to a successful issue in that court by reason of a previous collusive attachment. The plaintiffs, Messrs. Shand and Co., of Roodlane and Madras, were creditors to the amount of £752 of one Poolacoora Veerabudra Chetty, a native of Madras, who was, on the other hand, a creditor of Messrs. Henckell, du Buisson, and Co., for £1035. On the 2nd April 1868 Messrs. Shand issued an attachment out of the Lord Mayor's Court against Messrs. Henckell and Co., as garnishees, and against Poolacoora Veerabudra Chetty, as defendant, and attached the £1035 for their debt. The garnishees pleaded a previous attachment issued by Poolacoora Sarabiah Chetty, of Madras, son of Veerabudra Chetty, and on which an order had been made. The bill was filed to restrain Messrs. Henckell from paying over their debt to Sarabiah Chetty, on the ground that he had obtained his order in the Lord Mayor's Court fraudulently, and was not a *bona fide* creditor of his father. Veerbudra Chetty was adjudicated bankrupt and soon after died. A Mr. Benjamin Brooks, of Madras, was appointed his assignee in bankruptcy. Messrs. Henckell, by the consent of all parties, paid the money than owed into court, and were dismissed from being parties to the suit. Mr. Brooks, who was also made party, disclaimed.

Kay, Q. C. and *W. F. Robinson* appeared for the plaintiffs.

H. M. Jackson, Q.C. and *Bardswell* for Poolacoora Sarabiah Chetty, who was now the only defendant.

The VICE-CHANCELLOR held that the defendant had failed to establish a good debt, and directed an inquiry of what was due to the plaintiffs for principal, interest, and costs, which was to be paid them out of the fund in court.

LEASES OF THE LONDON CORPORATIONS.

THE following letter appears in the *Daily News*:

"Attention has been directed of late, on several occasions, to the conditions of tenancy, more especially as affecting the agricultural class, and the policy of effecting some arbitrary restrictions has been somewhat freely discussed. There is a growing feeling that property having its duties as well as its rights, the law should step in to abrogate, or at least modify, unreasonable and oppressive conditions, as being not only unfair to the tenant, but indirectly injurious to the community at large. The discussions have been limited to the tenancy of land, but there is a class of conditions affecting that of house property held under certain great bodies within the metropolis which certainly call for some interference. It may not be generally known that it is the practice of the law officers of the London Corporations to insert in their leases covenants binding the lessee, under pain of forfeiture, to employ such law officer or solicitor to prepare all instruments (except wills) affecting in any way his leasehold interest. The lessee, therefore, who wishes to assign or mortgage his lease, or even to underlet the property (for any of which purposes he must furthermore obtain a licence from the landlord), is required to employ, for the preparation of the necessary documents, a person who may be, and generally is, a perfect stranger to him, and who, in a large number of cases, has had no legal training. If the course prescribed by the covenant be strictly followed, the business has to wait the leisure or convenience of the lessor's law officer, who acts under no sense of responsibility, and who, in the case of a mortgage, must be fully instructed in all the special arrangements agreed upon between the parties. This absurdity, however, is almost invariably avoided by payment of a fine (generally fixed at £5) which the law officer accepts as compensation for not being required to do the work. The practice, no doubt, originated with the law officers, who saw an opportunity of turning this power to account for their personal benefit, and it is still adhered to in leases granted by the municipal corporation, although its law officers are paid by salary, and all fees received are paid to the City Chamber, and with many of the City companies it seems resorted to as a means of eking out the clerk's remuneration. It is the client's grievance, for he must either pay the fine, or (unless he foregoes the assistance and advice of the solicitor whom he has been consulting up to the point of the preparation of the document) pay two solicitors' bills. When, as is often the case, two solicitors are employed, questions arise as to who is to bear the charges of the lessees' solicitor, and the settlement of this question again entails further expense. The plea put forward for this objectionable practice is, that it secures to the lessors, through their officer, an opportunity of knowing upon what terms the leasehold interest is changing hands, and thus enabling them, when the lease falls out, to obtain the highest rent the property will carry. But this object can be equally secured by prescribing that every assignment or underlease for a given term shall within a fixed period from its execution be brought to the lessor's solicitor or law clerk to have the contents noted. The provision objected to is not to he found in the leases of houses on the Duke of Westminster's, the Duke of Portland's, the Duke of Bedford's, the Duke of Devonshire's, Lord Portman's, the Pollen, or the Sutton estates, or those held under Smith's Charity, nor, so far as I know, in leases of any of the great estates throughout the kingdom, except those belonging to or managed by city corporations, including the hospitals and livery companies. It so happens that an eminent city firm are solicitors to one of the noblemen above-mentioned, and also to a great city corporation. The leases of the estate belonging to the nobleman contain no such clause. It is invariably inserted in the leases of the corporation property under their management. It may be argued that these bodies have a right to impose what conditions they please in the letting of their own property; but such provisions are surely in excess of their powers in granting leases of the large trust properties committed to their care. The impropriety of introducing such provisions has been pointed out to the Charity Commissioners, who fully admitted their injurious tendency, but thought it was not quite within their province to interfere. It is by no means clear that the enforcement of these covenants might not be resisted as contrary to public policy, but until some one is found with sufficient spirit to try the question, the only alternative seems to be to endeavour to bring public opinion to bear upon this objectionable (not to say disreputable) practice.—I am, Sir, yours,

"A SOLICITOR OF THIRTY YEARS' STANDING."

HEIRS-AT-LAW AND NEXT OF KIN.

BROWN (Maria Mangin), whose maiden name is alleged to have been Maria Charlotte Sophia Mangin, and whose mother's maiden name is alleged to have been Sarah Kemp. Next of kin to come in by May 30, at the chambers of V.C. M. June 20, at the said chambers, at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

BEWES (Rev. Thos. Archer), Plymouth, and HENNAH (Rev. Wm. Veale), East Cowes, Isle of Wight, one dividend on the sum of £3288 18s. 11d. Reduced Three per Cent. Annuities. Claimant, said Rev. Thos. Archer Bewes.

BIRT (Jacob), Southampton-street, Fitzroy-square, gentleman. One dividend on the sum of £500 Three Per Cent. Annuities. Claimant said Jacob Birt.

FREEMAN (Right Hon. John Thos.), Lord Redesdale. £2490 3s. 4d. Reduced Three Per Cent Annuities. Claimant said Right Hon. John T. Freeman, Lord Redesdale.

SIMMONDS (Mary), Bromley, Surrey, spinster, £900 New Three per Cent. Annuities. Claimant George Westley, administrator of Mary Simmonds, deceased.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

AUVERGNE BITUMINOUS ROCK AND PAVING COMPANY (LIMITED). Creditors to send in by April 16 their names and addresses and the particulars of their claims, and the names and addresses of their solicitors (if any) to Smart and Marmont, 85, Cheapside, London, the official liquidators of the said company. April 30; at the chambers of V.C. M. at twelve o'clock is the time appointed for hearing and adjudicating upon such claims.

ESSEX SHRIEVALTY FUND FOR DEFRAYING THE EXPENSES OF THE SHERIFF OF THE COUNTY OF ESSEX.—Creditors to send in, by April 6, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to Thomas M. Gepp, Chelmsford, Essex, the official liquidator of the said fund. April 13, at the chambers of V.C. M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

CHUTER (Chas. S.), Hounslow, Middlesex, builder. April 6; E. G. Pyke, solicitor, 43, Lincoln's-inn-fields, London.

April 20; M. R., at eleven o'clock.

CRISPIN (Francisco Jose C.), Faro, Algarve, Portugal. May 13; at the chambers of V.C. B., New-square, Lincoln's-inn, Middlesex, England. June 1; V.C. B., at two o'clock.

DAUBENY (Jas.), 2, St. James's-terrace, Regent's-park, Middlesex, Esq. Mead and Daubeny, solicitors, 2, King's Bench-walk, Temple, London. April 14; V.C. H., at twelve o'clock.

JONES (Wm.), Kaleyards, Chester. April 13; Samuel Smith, solicitor, Chester. April 28; V.C. M. at twelve o'clock.

LEMON (Watson), 16, New Church-road, Camberwell, Surrey, builder and contractor. April 15; Wm. Newman, solicitor, 24, Bucklersbury, London. April 27; V.C. M. at twelve o'clock.

LINNINGTON (Jos.), Southsea, Southampton, Esq. April 13; C. B. Hellard, solicitor, Portsmouth. April 20; V.C. M. at twelve o'clock.

MASON (John), Bournemouth, chemist. April 6; F. J. Mann, solicitor, Hastings. April 18; M.R., at twelve o'clock

ODDIE (Henry H.), Colney House, Hertford, Esq. April 15; J. H. James, solicitor, 6a, Lincoln's-inn-fields, London. April 27; V.C. M., at twelve o'clock.

PERRIN (Samuel H.), 6, St. Stephen's-terrace, Lewisham, Kent, and 15, King-street, Cheapside, London, solicitor April 17; L. W. Gregory, solicitor, 15, King-street, Cheapside. May 2; M. R., at eleven o'clock.

PUDGE (Wm.), Castle Frome, Hereford, butcher and farmer. April 2; Thos. Wm. Garrold, solicitor, Hereford. April 14; V. C. M., at twelve o'clock.

STANLEY (Henry Wm.), 185, Clarendon road, Nottinghill, Middlesex, pawnbroker. April 20; S. Risley, solicitor, 14, Gray's inn-square, London. May 1; V.C.M., at 12 o'clock.

SYMONDS (Edwd.), 19, St. James-road, Victoria Park, Middlesex, gentleman. April 10; H. Harris, solicitor, 34, Moorgate-street, London. April 20; V.C. M., at twelve o'clock.

WEBSTER (John), Manchester, solicitor. April 6; A. B. Carpenter, solicitor, 3, Elm-court, Temple, London. April 13; V.C.M., at twelve o'clock.

WHITLEY (Mary), Row of Trees, Chorley, Chester. April 13; A. D. Edwards, solicitor, Drazenose-street, Manchester. April 20; M. R., at eleven o'clock.

WOODFALL (Ann), 13, Camden Avenue, Peckham, Surrey, widow. April 20; J. Brennan, solicitor, Maidstone. May 4; M. R., at eleven o clock.

WOODFALL (Chas.), Glenview, Neilgherries, Madras, and 13, Camden avenue, Peckham, Surrey, a major in the Hon. East India Company's Service. July 17; John Brennan, solicitor, Maidstone. July 31; M. R., at eleven o'clock

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

ALDERSON (Rev. Edmund), Aslackby, Lincoln. April 15; T. H. Oldman, solicitor, Gainsborough.

BARNETT (Wm.), 50, Holloway Head, Birmingham, ale and wine dealer. May 14; Wm. Cottrell, solicitor, 104, Newhall-street, Birmingham.

BARTLEY (Henry J.), 30, Somerset-street, Portman-square, Middlesex, and 19, Abbey-place, St. John's-wood, and also of 4, Nelson-crescent, Ramsgate, Kent, gentleman. April 0; Bartley and Co., solicitors, 30, Somerset-street, Portman-square, Middlesex.

BEARBLOCK (Elizabeth), Rookstone, Ryde, Isle of Wight, spinster. April 10; Clifton and Haynes, solicitors, Romford, Essex.

BEISLY (Sidney), The Cedars, Laurie Park, Sydenham, Kent, Esq. May 1; Pattison, Wigg, and Co., solicitors, 50, Lombard-street, London.

BELL (Isabella T.), Merton Abbey, Merton, Surrey. April 21; Wm. A. Crump, solicitor, 10, Poultpot-lane, London.

BIRCH (Rev. Edward M.), Kirby-Moorside, York, clerk. May 18; Wm. Gray, solicitor, York.

BISHOP (Anthony C.), Guestling, Sussex, gentleman. May 7; Meadows and Elliott, solicitors, 32, Havelock-road, Hastings.

BORMAN (Josiah), 14, Aberdeen Park, Highbury, Middlesex and Shoe-lane, London, emery manufacturer. May 4; J. Edwin Carter, solicitor, 66, Austinfriars, London.

BROTHERS (Mary), St. Paul, Deptford, New Cross, Kent, spinster. April 1; Williams and James, solicitors, 62, Lincoln's inn-fields, Middlesex.

BROWN (Richard), Luton, Beds, timber merchant. April 4; Holiams and Co., solicitors, Mincing-lane, London.

CEARNS (Edw. P.), Beckenham, Kent, solicitor. May 10; Lowless, Nelson and Co., solicitors, 26, Martin's-lane, Cannon-street, London.

CORDEAUX (Samuel), 64, Camden-square, Camden Town, Middlesex, gentleman. April 7; R. and E Bastard, solicitors, 2, Brabant-court, London.

CORK (Henry M.), Woodford Farm, Plympton St. Mary, Devon, yeoman. April 5; Deane and Co. solicitors, 14, South-square Gray's-inn, London.

CORNWALL (Geo.), Parkview, near Bandon, Cork, late of 108, Jermyn-street, Middlesex, a major in H.M.'s 93rd Regiment of Highlanders. March 30; Dean and Co. solicitors, 14, South-square, Gray's-inn, London.

CROSLEY (Jas.), Leeds, chemist and druggist. March 31; Henry Snowden, solicitor, Leeds.

DYTE (Henry), late of 6, King's Bench-walk, Temple, London, and 12, Waterloo-road, formerly of 6, Tillotson-place, Waterloo Bridge, Surrey, gentleman. April 15; Wm. Venn, solicitor, 3, New-inn, Strand, Middlesex.

EDEN (Sir Wm.), Bart., Windlestone, Durham May 1; Watkins, Baker, and Baylis, solicitors, 11, Sackville-street, London.

ELLIOTT (Andrew, otherwise Andrew Corrie, or Corrie), 155, Belgrave-street, Balsall Heath, near Birmingham, gentleman. May 1; D. Dimbleby, solicitor, 15, Bennett's-hill, Birmingham.

FRIEND (Geo.), formerly of 17, Canonbury Park, Islington, Middlesex, late of 1, Magdalen-terrace, St. Leonard's-on-Sea, Sussex. April 15; Johnson and Coote, solicitors, 11, Wardrobe-place, Doctor's-commons, London.

GREEN (St. John), formerly a Lieutenant in H.M.'s 13th Regiment of L.I., late of Bedford, Esq. May 30; Jas. Pearse, solicitor, Bedford.

GRIEVES (Richard), 2, Prudhoe-place, Newcastle-upon-Tyne, gentleman. May 1; J. G. and J. Joel, solicitors, 1, Newgate-street, Newcastle-upon Tyne.

HAZELDINE (Ann), Danemore, Godstone, Surrey, widow. May 31; C. Welborne, solicitor, 17, Duke-street, London-bridge, London.

HENDERSON (John), Amble, Northumberland, fish curer. April 1; Allan and Davies, solicitor, 23, Granger-street, Newcastle upon-Tyne.

HENLEY (Sarah F.), Thornton-villa, Richmond-hill, Clifton, Bristol. April 12; Sharman, Henley, and Co., solicitors, 35, Lincoln's-inn-fields, London.

HOLLOWAY (Jane), Brewer's-green, Wallington Surrey, widow, wadding and mattress manufacturer. April 10; J. Murray, solicitor, 7, Whitehall-place, London.

JOHNSON (Robert), formerly of Pageant's Wharf, Rotherhithe, Surrey, and late of Forest Villa, Queen's-road, Buckhurst-hill, Essex, timber merchant. May 5; R. and A. Russell, solicitors, 59, Coleman-street, London.

KINGDON (John H.), formerly of Chipping Norton, Oxford, wine merchant, late of 19, The Grove, Boltons, South Kensington. June 30; A. L. and A. C. Rawlinson, solicitors, Chipping Norton.

LUCAS (Horatio J.), 5, Westbourne-terrace, Hyde-park, and 13, New Broad street, London, merchant. April 22; Samp on, Samuel and Emanuel, solicitors, 36, Finsbury-circus, London.

LUDLOW (Rev. John T.), formerly of Compton Greenfield, Gloucester. April 6; J. Cooke and Sons, solicitors, Shannon-court, Corn-street, Bristol.

LUER (Chas. A. W.), Arundel Wharf House, Strand, Middlesex, coal merchant. April 11; G. R. Innes, solicitor, 106, Fenchurch-street, London.

LUNNISS (Jas.), Halesworth, Suffolk, yeoman. April 4; Cross and Ramsden, solicitors Halesworth.

MEYER (Geo.), Victoria Hotel, Sheffield, hotel keeper. April 10; Smith and Hinde, solicitors, 17, Bank-street, Sheffield.

NORRIS (Wm.), late of the Crescent, Anglesey, near Gosport, Southampton, formerly a captain in H.M.'s Rifle Brigade. April 30; Oliver and Son, solicitors, 61, Carey-street, Lincoln's Inn, London.

NORTH (Chas.), Chesterfield, high bailiff. June 30; W. and B. Wake, solicitors, Castle Court, Sheffield.

PAINTER (Thos.), formerly of Uffington, Berks, late of Uxmore Farm, Ipsden, Oxford, farmer. May 1; Crowdy and Son, solicitors, Farringdon, Berks.

PARKER (Rev. Edwin J., B.D.), vicar of Waltham St. Lawrence, Berks. April 30; Oliver and Sons, 61, Carey-street, Lincoln's-inn, Middlesex.

PHILIPS (Henry R. B., Sparshoult, near Wantage, Berks, farmer. April 28; George Sheppard, Esq., Warblington, near Havant, Hants.

PAYNE (Dr. Chas. H.), M.D., formerly of The Hill, Wimbledon, Surrey, late of 2, Stirland-road, Maida Vale, Paddington, Middlesex. May 1; Rhodes and Son, solicitors, 63, Chancery-lane, London.

POLE (Edward S. C.), Radburne Hall, near Derby, Park Hall, near Chesterfield, 14, Lewes-crescent, Brighton, and of Rugby, Esq. April 30; Gregory and Co., solicitors, 1, Bedford-row, London.

PONCIA (John), Chad House, Edgbaston, Warwick, merchant. April 30; Sanders and Smith, solicitors, 13, Temple-row, Birmingham.

PRIEST, otherwise DUDLEY (Sophia), 83, Upper Seymour-street, Portman-square, Middlesex, spinster. April 20; Chas. Holt and Son, solicitor, 93, Guildford-street, London.

RAYNSFORD (Henrietta C.), 11, Keppel-street, Bloomsbury, Middlesex, widow. April 22; A. F. and R. W. Tweedie, solicitors, 5, Lincoln's-inn-fields, London.

RYDE (Harriet), Glenbourne, West-end, Southampton, widow. April 30; Green and Moberly, solicitors, 10, Portland-terrace, Southampton.

SMITH (Sir Francis P., Knt., Curator of the Patent Office Museum, South Kensington, late of 15, Thurloe-place, South Kensington, Middlesex. April 10; F. W. Pamphilon, solicitor, 5, John-street, Adelphi, Middlesex.

SNOW (Rev. Henry, The Vicarage, Bibury, Gloucester, Vicar of Bibury. June 31; A. Dobie, solicitor, 2, Lancaster-place, Strand, London.

SPERLING (Henry J. S. N.), formerly of Hampstead, Middlesex, late of 7, Bath-street, Brighton, Sussex, Esq. April 15; Barton, Yeates, and Hart, solicitors, 25, Chancery-lane, London.

STACE (Elizabeth, commonly known as Elizabeth Laura), Gloucester House, Melcombe Regis, Dorset, schoolmistress. May 1; Phelps and Sidgwick, solicitors, 3, Gresham-street, London.

STATHAM (Thos.), Prospect-place, Topsham-road, near Exeter, gentleman. March 25; Geare and Co., solicitors, Queen-street, Exeter.

SUMNER (Wm., formerly of Birmingham, Warwick, chemist, and late of Sparkbrook, near Birmingham, hop dealer. April 22; Sole and Co., Solicitors, 68, Aldermanbury, London

THOMPSON (Wm. G.), 15, Dalston-terrace, Dalston, Middlesex, gentleman. April 25; Satchell and Chapple, solicitors, Queen-street, Cheapside, London.

TOLLMAN (Thos.), formerly of the Devonshire Arms, Sherwood-street, Golden square, Middlesex, licensed victualler, and late of 2, South-villas, Ealing, of no occupation. April 15; Shaen, Roscoe, and Massey, solicitors, Bedford-row, London.

VACHE, otherwise Wache (Marie M.), 17, Somerset-street, Portman-square, Middlesex, spinster. April 2; Anderson and Sons, solicitors, 17, Ironmonger-lane, Cheapside, London.

WARD (Thos.), Melton Mowbray, Leicester, gentleman. May 1; E. H. M. Clarke, solicitor, Melton Mowbray.

WHITE (Mary), 3, Pennsylvania, Exeter, widow. April 25; T. J. Bremridge, solicitor, Bampfylde-street, Exeter.

WHITTINGTON (Adelaide S. S.), formerly of 29, Orsett-terrace, Bayswater, late of 30, Weymouth-street, Portland-place, Middlesex, widow. May 1; J. W. Smith, solicitor, 3, Furnival's-inn, London.

WOOLVERTON (James), Bramley, Surrey, gentleman. April 15; R. E. Mellersh, solicitor, Godalming, Surrey.

REPORTS OF SALES.

Monday, March 16.

By Messrs. DEBENHAM, TEWSON, and FARMER, on the Premises.

Finsbury.—Tabernacle-square, the lease of the Apollo Works, area 6500 feet, term 77 years—sold for £1020.

Tuesday, March 17.

By Messrs. DEBENHAM, TEWSON, and FARMER, at the Mart.

The reversion to leasehold and freehold houses in Holborn, Brompton, and Whitechapel, yielding £470 per annum, life aged 70 years—sold for £2080.

Belgravia.—Eccleston-street, East, two sets of stabing, &c., term 21 years—sold for £500.

ELECTION LAW.

COURT OF COMMON PLEAS (IRELAND).

(From the *Irish Law Times.*)

(Before DOWSE, B., in Chamber.)

Saturday, Feb. 28.

O'DONEL *v.* TIGHE AND ANOTHER.—SHIEL *v.* ENNIS AND ANOTHER.

31 & 32 *Vict. c.* 125, *s.* 11, *c.* 16—37 *General Rules* 1868—*Jurisdiction of judge on the rota, not being a judge of the Common Pleas.*

Motion to have the case raised by a Parliamentary election petition stated as a special case refused, the motion being made to a judge on the rota as election judge who was not a judge of the Court of Common Pleas, instead of being made to the Court of Common Pleas, or to a judge of that court on the rota in chamber.

APPLICATIONS on behalf of the petitioners in the Mayo County and Athlone County Election Petitions respectively, to have special cases stated pursuant to the provisions of 31 & 32 Vict. c. 125, s. 11, c. 16, which provides: "Where, upon the application of any party to a petition made in the prescribed manner to the court, it appears to the court that the case raised by the petition can be conveniently stated as a special case, the court may direct the same to be stated accordingly, and any such special case shall, as far as may be, be heard before the court, and the decision of the court shall be final, and the court shall certify to the Speaker its determination in reference to such special case." The same point arising in both applications, they were, at the request of the court, argued together by the respective counsel.

Armstrong, Serjt., for petitioners in the *Mayo* case, and (with him *David Fitzgerald*) for petitioners in the *Athlone* case.—By 44th General Order, it is provided that "all interlocutory questions and matters, except as to the sufficiency of the security, shall be heard and disposed of before a judge, who shall have the same control over the proceedings under the Parliamentary Elections Act 1868, as a judge at chambers in the ordinary proceedings of the Superior Courts, and such questions and matters shall be heard and disposed of by one of the judges upon the *rota*, if praticable, and if not, then by any judge at chambers." By 37th General Order, it is provided that "the application to state a special case may be made by rule in the Court of Common Pleas when sitting, or by a summons before a judge at chambers, upon hearing the parties." Reading the 37th and 44th General Orders together, the intention appears to have been to meet the very exigency that has arisen. The 37th General Order may be said to refer to such a judge as is pointed out by the 44th Rule, that is to say, a judge of the *rota*. [DOWSE, B.—The rule is constructed in a rather slipshod manner; and there is no precedent to go by, as there has been only one similar application made since the passing of the Act, and that was made before Keogh, J., who was also a judge of the Common Pleas.] He acted in his capacity as one of the judges on the *rota*. The order does not say that the application shall be made to "the Common Pleas, or to any judge thereof." The words are "a judge," which must mean any judge; the other construction would be a narrow one. If all the judges of the Court of Common Pleas were out of town, great delay and inconvenience would arise, unless it were held that a judge of another court on the *rota* could entertain the application.

Purcell, Q.C. (with him *Costello*), for respondents in the *Athlone* case.—This application can only be made to the full Court of Common Pleas, or to a member of that court. The Act confers this power upon the "Court." By sect. 2 that word is defined to mean the Court of Common Pleas at Westminster or Dublin respectively. It is, therefore, plain that, unless there is some alteration caused by the rules which the judges are authorised to make by sect. 25, there is no jurisdiction, except in the Court of Common Pleas. Rule 37 only says such application shall be made to the Court of Common Pleas when sitting, or to a judge in chambers; and such a judge in chambers must manifestly mean a judge of the same court.

Sheridan, for respondents in the *Mayo* case.

DOWSE, B.—The way the matter stands is this: This application is made to me under sub-sect. 16 of the 11th section of the Parliamentary Elections Act 1868. The 11th section of that Act deals with the trial of election petitions, and the 16th clause provides that if, upon the application of any party, it appears to the court that the case raised can be conveniently stated as a special case, the court may direct it to be stated, and any such special case may be heard by the court, and the decision of the court shall be final, and the court is to certify its determination to the Speaker of the House of Commons. The judges upon the *rota* are to hear and try the petition; but the present motion is to take the case out of the order of hearing before a judge in the country, and to make it, as it were, a question for demurrer, as contradistinguished from a case at Nisi Prius, and there is every reason why that application should be in strictness heard and decided by a judge of the Court of Common Pleas, and even by the full court. I have no jurisdiction except that conferred by the statute. The court that directs the case to be stated is the court that finally decides the case; and on referring to the interpretation clause of the Act, the word "court" is defined to mean the Court of Common Pleas at Dublin. Under the provisions of the Common Law Procedure Act this word "court" generally means the full court, though there are cases where it has been held to be applicable to a judge. The Parliamentary Elections Act 1868 gives the judges full power to make general orders, which are to have a statutory force. These rules so made are copied *totidem verbis* from the English rules, the judges wisely doing so for the sake of uniformity. Rule 37 prescribes that the application is be made to the Court of Common Pleas when sitting, which I take to mean the full court; but, considering that election petitions arise suddenly, and that the Court of Common Pleas only sits *in banco* for about twelve weeks in the year, the rule then provides that, if not before the court—that is, supposing the full court not to be available—the application may be made before a judge in chamber. But it seems to me that the words "a judge" there mean a judge of the Court of Common Pleas in chamber; and I think that the three learned judges who drew up the rule so intended. I am strengthened in that opinion because the 44th General Order, in providing for interlocutory motions, prescribes that they may be dealt with before a judge of the *rota* "if practicable, and if not, before *any* judge at chamber." There the word "any" is used. Another difficulty I feel is, that supposing I were to entertain the application, has the party against whom I would in such case decide the opportunity of controlling my decision? There is no appeal given. So that if, on the present application, I were to make an order to state a case, and if, when it came before the court, it were contended that I had no jurisdiction to make the order, and if the court were

to allow that objection, what would be the result? I am not ambitious to undertake duties not imposed upon me by the terms of the statute, whilst at the same time I am willing to do whatever is imposed on me. There being no appeal if I were to grant the order, and entertaining as I do, not indeed a positive opinion, but a grave doubt as to my jurisdiction, I shall make no rule on these applications, saying nothing as to costs.

No rule.

Attorney for petitioners in both cases, *Dillon.*

Attorney for respondents in *Mayo* case, *Griffin* and *Plunkett.*

Attorneys for respondents in *Athlone* case, *Costello.*

MAGISTRATES' LAW.

JUDGES AT THE MIDDLESEX SESSIONS.

MR. SERJEANT COX writes to the *Times*: "Sir,—A Bill is about to be submitted to Parliament to regulate the salary of the Assistant-Judge. Permit me, through your influential columns, to prefer the claim of the Second Court to be provided for in the same enactment. Having for nearly five years discharged the duties of judge of that court, I am enabled to state the facts, which will, doubtless, be a surprise to your readers. In this Second Court there are tried yearly upwards of 600 prisoners. One-eighth of the crime of England and Wales sent to a jury is disposed of at these sessions, and the offences are not of the same petty character as are those usually dealt with at quarter sessions. Metropolitan crime has many peculiar features. It includes an extraordinary number of ingenious frauds, often involving difficult and complicated questions of law and fact. To deal satisfactorily with London crime demands much knowledge of localities, persons, the habits, the practices, and even the faces of its habitual criminals, such as can be acquired only by long experience. Skilled police magistrates dispose of all the more simple and trifling cases, and those alone are sent for trial which have in them something special. Hence it is that in the importance and difficulty of its business, as well as in the number of cases tried, this court is second only to the Central Criminal Court.

"The sessions are held fortnightly throughout the year, with three exceptions, when there is an interval of a fortnight. Usually they occupy one whole week, and often extend far into the next. I have no vacation. I have now sat for five years without a single holiday, and in that time have tried upwards of 4000 criminals. And for all this the payment is 5 guineas per day. In no year has the total exceeded £650, that is to say, just one-half the salary of a police magistrate, and not one-half that of a County Court judge. Of the other qualifications required for a judge in such a court it would not become me to speak.

"I venture to appeal to Parliament and to the public alike against the amount and the manner of payment. The judge of the second court of these sessions—the second criminal court in England—is the only judge in England paid by the day, and there is no other judge, nor even a recorder, who is not rewarded more liberally.

"I have no personal motive for submitting this complaint. I have undertaken the office because I like the employment, and I would willingly discharge its duties were it only a post of honour. But I ask for a revision of the present manner and amount of remuneration for the honour of all judges, for the credit of this court, in the interest of my successors, and as due to the administration of justice.

"The suggestion I would respectfully offer is that the assistant-judge should receive the proposed salary of £1500 per annum; that the judge of the second court should be constituted such, *eo nomine*, and receive a salary not less than that of a police magistrate; that the judges should have co-ordinate jurisdiction, so that either may at any time act for the other in illness or unavoidable absence without the present inconvenient process of application to the Home Office. In fact, that they should be in the relationship of chief and puisne judges. In such case I would suggest, further, that the second judge, as is now the assistant-judge, should be appointed by the Crown, and so the present obstacle to promotion be removed, which practically excludes the very persons who have the best title to it—that of knowledge acquired by experience and the claim of long and faithful service."

OXFORD CIRCUIT—STAFFORD.

Saturday, March 14.

(Before Lord COLERIDGE.)

Stealing as a bailee.

MARGARET HANDSBURY was indicted for stealing, as a bailee, the sum of £14, the moneys of Patrick O'Hara.

Underhill prosecuted.

Young defended the prisoner.

The facts of the case were these: The prisoner was an old woman verging on eighty years of age, who lived at Wednesbury, and the prosecutor was a young Irish labourer who lodged in her house. In the early part of the year the prosecutor had saved a sum of £12 in gold, which he was in the habit of carrying about with him, having nowhere to put it. The prisoner represented to him that this was an unsafe proceeding on his part, and suggested that she should keep his money for him. This offer the prosecutor accepted and gave her the £12, which she put into a box, on the terms, as he said, that she should keep it safe for him and give it him when he wanted it. Subsequently, on different occasions, he gave the prisoner two more sovereigns to take charge of. On the 3rd March prosecutor's cousin, John O'Hara, came to borrow a sovereign, whereupon the prosecutor asked the prisoner to fetch him one of his sovereigns to lend to his cousin. The prisoner then said that she had put the money into the Post Office Savings Bank for him, and would show him the book on the following day. However, several days elapsed and the prisoner did not produce the book, and eventually these proceedings were taken. Upon the opening of the case by the learned counsel for the prosecution,

Young raised the objection that there was no bailment within the meaning of the statute; that the prisoner's position with respect to the prosecutor was similar to that of a banker towards his customers, as the prisoner had no duty to do anything with the money but keep it—that is, be a banker herself; and that it was not the same as if she had it for some specific purpose. Mr. Young cited the case of *Reg.* v. *Arden* (12 Cox Crim. Cas. 512), in which the prisoner had been intrusted with money to pay for coal, but instead of doing so, had appropriated it to his own use, and on these facts was held rightly convicted of larceny as a bailee; also *Reg* v. *Henderson* (11 Cox Crim. Cas.), where the prisoner was intrusted with two brooches, on the terms that if he did not sell them within a certain time he was to return them to the bailor. He did not sell them within the stipulated time, but after that had expired pawned them, and was held rightly convicted of larceny—in order to show that to constitute a bailment the goods must be delivered to the bailee for a specific purpose. Mr. Young also referred to *Reg.* v. *Hassall* (Cox Crim. Cas), to show that a person under an obligation to return a sum of money, but not the specific coins, is not indictable as a bailee under the statute.

His LORDSHIP said this was surely the ordinary naked bailment defined by Lord Holt in *Coggs* v. *Bernard* (2 Lord Raymond, 909) as the delivery of an article to the bailee to keep and return it. The point as to the delivery of specific coins did not arise in the present case, as, according to the evidence of the prosecutor, he asked prisoner to give him one of his own sovereigns to lend to his cousin.

The jury convicted the prisoner, and the judge sentenced her to six months' imprisonment, with hard labour.

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Berwick-on-Tweed	Thursday, April 2	Wm. T. Greenhow, Esq.	5 days	S. Sanderson.
Bolton	Thursday, April 9	Samuel Pope, Esq., Q.C.	10 days	John Gordon.
Canterbury	Wednesday, April 8	George Francis, Esq.	Statutory	Herbert T. Sankey.
Carmarthen	Monday, April 13	B. Thos. Williams, Esq.	10 days	John H. Barker.
Chester	Thursday, April 9	Horatio Lloyd, Esq.	14 days	John Walker.
Colchester	Friday, April 10	F. A. Philbrick, Esq., Q.C.	8 days	John S. Barnes.
Dartmouth	Friday, March 27	A. Wm. Beetham, Esq.	10 days	William Smith.
Doncaster	Wednesday, April 1	Edgar J. Meynell, Esq.	10 days	Edward Nicholson.
Dover	Monday, March 30	Harry B. Poland, Esq.	2 days	E. M. Ledger.
Faversham	Monday, April 6	G. E. Dering, Esq.		F. F. Giraud.
Gloucester	Tuesday, March 31	C. S. Whitmore, Esq., Q.C.	Statutory	Francis W. Jones.
King's Lynn	Thursday, April 16	D. Brown, Esq., Q.C.		F. G. Archer.
Kingston-on-Hull	Thursday, April 9	S. Warren, Esq., Q.C.	Statutory	R. Champney.
Leeds	Saturday, April 11	J. B. Maule, Esq., Q.C.	10 days	Charles Bulmer.
Newcastle-on-Tyne		W. D Seymour, Esq., Q.C.	14 days	John Clayton.
Richmond (Yorks)	Friday, April 10	Wm. N. Lawson, Esq.	1 day	C. George Croft.
Rochester	Friday, April 10	Francis Barrow, Esq.	8 days	Wm. W. Hayward.
Southampton	Monday, April 13	Thomas Gunner, Esq.		Ed. Coxwell.
Wigan	Wednesday, April 29	Joseph Catterall, Esq.		Thomas Heald.

COMPANY LAW.

NOTES OF NEW DECISIONS.

SHARES—TRANSFER—LIABILITY TO FUTURE CALLS—RIGHT OF TRANSFEREE TO INDEMNITY.—Plaintiff, the holder of a number of shares (not fully paid up) in a joint stock company, sold twenty of them to the defendant in Dec. 1865, the transfer to the defendant being duly executed and registered; and in March 1866, the defendant transferred these shares to one M., in whose name they were at the same time registered. In April 1866 the company stopped payment, and in May 1866 an order for compulsorily winding it up was made. In July 1866 an A. list of contributories (*i.e.*, of actually existing members) was made out on which M was placed in respect of the twenty shares; and in Oct. of the same year M. executed a deed of inspectorship under the 192nd section of the Bankruptcy Act 1861, and the liquidator proved under the deed for the amount of the calls, but nothing was paid. The A. list of contributories being unable to satisfy the contributions required, a B. list of contributories was made out, consisting of persons who had not ceased to be members for a period of one year or upwards prior to the commencement of the winding-up, and both plaintiff and defendant were placed on this list. In Dec. 1867 defendant executed a deed of inspectorship under the 192nd section of the Bankruptcy Act 1861. In March 1869 a call was made on the defendant of £40 per share, and the liquidator proved against his estate, but nothing was paid. By a compromise with the liquidator, which was sanctioned by the court, the plaintiff paid the official liquidator £15 per share, and now brought an action against the defendant to recover the amount so paid. Held (affirming the judgment of the Court of Queen's Bench), that the defendant was bound to indemnify the plaintiff against all calls in respect of the twenty shares made after the transfer of them by the plaintiff to the defendant, and that the inspectorship deed executed by the defendant was no defence to the action, as the plaintiff could not have proved under it: (*Kellock* v. *Enthoven*, 30 L. T. Rep. N. S. 68. Ex. Ch.)

RAILWAY COMPANIES.

A SPECIAL general meeting of the Railway Shareholders' Association, for obtaining the repeal of the railway passenger duty, was held on Tuesday last at the Cannon-street Hotel; Sir A. Brady in the chair.

Mr. H. S. Ellis, the hon. secretary, having read the notice convening the meeting,

The Chairman stated the object of the meeting, which was to consider a memorial to the Chancellor of the Exchequer for the repeal of the passenger duty. He hoped that every railway shareholder in the room would sign the memorial which lay on the table for signature. The tax was much more injurious to the travelling public than many persons supposed.

Mr. Parkes read the report of the association, claiming the cordial support of all classes of railway shareholders in its endeavours to obtain the repeal of the railway passenger duty. It stated that the experiment of conveying passengers on railways at a speed exceeding that of stage coaches, initiated by the Liverpool and Manchester, and Stockton and Darlington Railways, having succeeded, the railway system began to develope in 1832 by the promotion of the London and Birmingham Railway, and Parliament, apprehensive of the loss of revenue from the transfer of passenger traffic from stage coaches to railways, imposed in that year on railway companies a duty of ¼d. per mile for every four passengers. In 1842 the duty was altered to 5 per cent. upon the receipts from passengers of all classes. In 1844 exemption (under certain conditions) was granted from the duty in respect of passenger traffic when the fare did not exceed 1d. per mile. The duty on stage carriages was finally abolished on the 31st Dec. 1869. The Inland Revenue Department contended that the exemption from duty in respect of fares not exceeding 1d. per mile could only be allowed under certain conditions, the principal of which was that the train should stop at every station. The duty was disadvantageous to the public. Railways and, in fact, almost all public works in this country for the accommodation of trade had been made by private enterprise. If the railways had been left to the Government to construct, very few indeed would have been in existence at the present time, and the progress of the country would have been greatly retarded. Means of rapid locomotion for transaction of business, for residential purposes, and for health were a necessity in the present condition of the nation, and whatever tended to limit the facilities and power of a railway company to supply those means of locomotion was detrimental to the public. A portion of the public would receive an immediate benefit from the removal of the duty. The duty was oppressive on

railway shareholders. Although the metropolitan lines were the most aggrieved, the inequality of the tax pressed on all the lines having suburban services. It was idle to call railways monopolies, the companies having paid most liberally for the property they had taken, and generally had by their works caused a large increase in the value of the estates through which their lines passed. The public and companies suffered alike in some respects from the duty. When the third class fare exceeded 1d. per mile the great bulk of that class of traffic was still carried by the parliamentary trains. Those trains at some seasons were crowded to excess, to the great inconvenience of the traveller and of the company, causing confusion, risk of accidents, and unpunctuality. The contention of the Commissioners of Inland Revenue before referred to obstructed any arrangements for a substantial remedy of this inconvenience. The duty pressed most heavily on the southern lines, upon which the passenger traffic greatly exceeded the goods traffic. The association trusted that every shareholder would communicate with his representative in Parliament, and urge upon them the consideration of this important question, and solicit their support of the total and unconditional repeal of the duty. He hoped that every shareholder would sign the memorial. A copy of it would be sent to every shareholder in Great Britain for signature, to be returned by post to the association. He then moved a formal resolution to the effect that the meeting approved the memorial, and that it be presented to the Chancellor of the Exchequer.

Mr. Morgan seconded the resolution, remarking that no property in the country was so badly represented in Parliament as railway property, although apparently there were so many members to represent it. (Hear, hear.)

A discussion ensued, in which Mr. Hale, Mr. Castleman, the Rev. Mr. Hodgson, Mr. Wright, and other shareholders, took part. The resolution was carried unanimously.

Mr. Adams then moved a resolution to the effect "that copies of the memorial to the Chancellor of the Exchequer be sent to every director and shareholder for signature, to be returned at once to the association, requesting each shareholder to ask the members representing him in Parliament to vote for the repeal of the passenger duty."

Mr. Ball seconded the resolution, and it was carried unanimously.

Mr. Castleman proposed a vote of thanks to the chairman for presiding, and to the hon. secretary for his able services. The resolution was carried unanimously, and the proceedings then terminated.

MERCANTILE LAW.

ASSOCIATED CHAMBERS OF COMMERCE.

THE annual meeting of the Associated Chambers of Commerce of the United Kingdom commenced on Tuesday last and continued on the two following days, at the Westminster Palace Hotel, Mr. Sampson S. Lloyd, M.P., in the chair. There was a large attendance of delegates from various parts of the country.

The London agent (Mr. Hole) read the report, which dwelt on the following questions: Bankruptcy, Law Amendment, Tribunals of Commerce Bill, Registration of Trade Marks Bill, Registration of Firms Bill, Railway and Canal Act, Bank Charter Act, Income Tax, Trade with Spain and Portugal, Adhesive Stamps on Bills of Exchange, Bills of Lading, Charges by Receivers of Wrecks, Merchant Shipping, Supply of Sails for the Mercantile Marine, Suez Canal Dues, Minister of Commerce, French Chamber of Commerce, Imperial and Local Taxation, &c. The report added that the Parliamentary session of 1873, like its predecessors, had not been fruitful of measures affecting commerce. Though the production and export of one or two important branches of manufacture exhibited a diminution, the council believed that the year had, on the whole, been one of extensive productions, though, from the great want of prices, not one of great profit to the mercantile and manufacturing community generally. The total number of chambers now in union with the association was forty-nine.

The chairman, in moving the adoption of the report and statement of accounts, expressed his own and the council's satisfaction that the association had met again in undiminished numbers. The principle advocated by the association received substantial support from chambers of commerce, and was thoroughly self-supporting from a financial point of view. If the association could not point to any large measure of reform during the past year, there were one or two subjects which afforded matter for congratulation. Whether the new French treaty would be as satisfactory as that which M. Thiers contemplated had to be determined, but it was satisfactory to hear that the rates of Mr. Cobden's treaty of 1860 remained unaltered. He understood, also, that the new treaty would be one of navigation as well as commerce. Our Government had concluded a supplementary convention which gave some further protection to trade marks, and it was satisfactory to hear that the international commission on the Suez Canal had recommended that the levying of dues on the gross tonnage should be abandoned. The appointment of the railway commission also would be beneficial. With respect to a Tribunals of Commerce Bill, he regretted that private members of Parliament had not been able to deal with the subject satisfactorily, owing to the rule which prevented the Bills of such members coming on after half-past twelve o'clock. The chairman concluded by an expression of regret at the lamented death of Mr. Lupton, of Leeds, one of the honoured founders of the association.

The motion for the adoption of the report having been seconded by Mr. Behrens, of Bradford, was carried unanimously.

THE DEBTORS' ACT.

Mr. Staples, of Leeds, moved "That the Debtors' Act 1869, sect. 5, sub-sect. 2, throwing the burden of proof of a debtor's ability to pay on the plaintiff is, in its operation, unjust and unreasonable; and it is the opinion of this association that the onus of proof of inability to pay should be upon the defendant, whose non-appearance when summoned should be contempt of court." The present law placed the plaintiff at a great disadvantage, as, in many cases, it was impossible for him to prove the debtor's ability to pay.

Mr. Hurst, of Leeds, seconded the motion, which, on a division, was carried by 39 to 1.

BANK CHARTER ACT.

Mr. Barker, of Sheffield, moved a resolution to the effect that the association was of opinion that the subject of the Bank Charter Act 1844, was worthy of the consideration of a select committee of the House of Commons, or of a Royal commission; and that a memorial be presented to her Majesty's ministers embodying the resolution as an expression of the opinion of the association.

In the discussion which followed, Mr. Mundella suggested that the association should draw the attention of the Chancellor of the Exchequer to the necessity of inquiring into the Bank Charter Act, but not propound any theory of their own. The resolution was carried.

Many other important questions were also considered.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

DEBTOR'S SUMMONS—NON-PAYMENT UNDER—PETITION DISMISSED BY CONSENT—FRAUD—SECOND PETITION—THE BANKRUPTCY RULES, R 39.—Prior to the hearing of a bankruptcy petition an arrangement was entered into between the petitioning creditor and the debtor, by which the petition was dismissed as for want of prosecution in consideration of the debtor having promised to give security for the debt. The debtor having failed to give the agreed security, the creditor, by leave of the court, presented a second petition based upon the same act of bankruptcy. It being objected on behalf of the debtor that the act of bankruptcy had been purged by the dismissal of the first petition: Held, that the petitioning creditor was, under the circumstances, entitled to present the second petition: (*Ex parte Love, re Jagger*, 30 L. T. Rep. N. S. 71. Bank.)

LIQUIDATION—BANK OF DEPOSIT—VERBAL ASSENT TO.—The provisions of ss. 20, 30, of the Bankruptcy Act 1869, and the 109th rule, with respect to the duty of a trustee under a bankruptcy to audit his accounts, and pay all moneys into the Bank of England unless otherwise directed by the creditors, or the committee of inspection, apply also to liquidations by arrangement. Under a liquidation, however, it is not in every instance necessary, under sect. 125, cl. 8, by formal resolution to prescribe the bank into which the moneys are to be paid if the evidence clearly shows that the creditors have assented to and adopted the course proposed by the trustee: (*Ex parte Old, re Bright*, 30 L. T. Rep. N. S. 72. Bank.)

COURT OF BANKRUPTCY.

Monday, March 9.

(Before the CHIEF JUDGE.)

Ex parte FURNESS AND OTHERS; *Re* J. A. SIMPSON, SONS, AND CO.

Bankruptcy—Partnership—Surviving partners—Partnership assets.

THIS was an appeal from the decision of the Judge of the Manchester County Court upon a special case stated for his opinion in the above liquidation. The case was reported in the LAW TIMES of 14th inst.

Marten, Q.C. and *Ambrose* appeared for the appellants, the creditors of the two partners.

De Gex, Q.C. and *Ford North* for the respondents, the creditors of four partners.

Fardell for the trustee.

Marten opened the proceedings by stating the facts; whereupon

His HONOUR called upon

De Gex and *Ford North*, who contended that the decision of the learned judge of the Manchester County Court was correct, upon the ground that there was neither an assignment nor agreement to assign the property to the surviving partners on the death of either of the other two, and in support of the contention cited numerous cases.

His HONOUR, without hearing a reply, held that the creditors of the four partners were at liberty to sue the representatives of the deceased partners and the continuing partners, but had no right to apply any particular assets in discharge of their debts. The representatives of the deceased partners had no claim to the partnership assets until the joint debts were all paid. At the time of the bankruptcy the continuing partners who were liable for all the debts, were in possession of the partnership property, and the only way of administering the estate was to treat all the creditors as if they had all proved their claims under the bankruptcy. There was no foundation for the question raised by the special case, and the order was therefore varied by answering the special case in the negative. The costs of all parties to come out of the estate.

Tuesday, March 17.

(Before Mr. Registrar ROCHE, sitting as Chief Judge.)

Re BARRETT.

Injunction—Discretion of court—Fraud of debtor—Composition.

THIS was an application on behalf of Mr. J. J. Barrett, surgeon, of Balham, for an injunction to restrain proceedings in an action brought by Mr. Albert Fleming, solicitor, for the recovery of a sum of £54.

Washington supported the application.

Plumtree opposed it.

It would appear that in July last the debtor presented a petition to this court under the arrangement clauses, and at the first meeting of creditors a resolution was passed, and afterwards duly confirmed, to accept a composition of 3s. 6d. in the pound. At that time Mr. Fleming was a creditor for £66 in respect of law costs; he proved his debt, opposed the registration of the resolution, but ultimately received his dividend. In opposition to the application, it was contended that, the debt having been contracted by fraud, the creditor was not bound by the resolution. With reference to the charge of fraud, the evidence showed that Mr. Fleming had been employed by the debtor as his solicitor in reference to the sale of some property of which he professed to be the owner. A purchaser having been found, the debtor admitted that the property did not belong to him at all, but explained that he had acted in the matter under the authority of his father, who was the real owner. Mr. Fleming thereupon declined to act for the debtor any further, and, having received the dividend upon the amount of his debt, sued him for the balance. The allegation of fraud was denied on the part of the debtor.

Plumtree, in the course of his argument, pointed out that, by the 15th section of the Debtors' Act, a debtor making a composition with his creditors remained liable for the unpaid balance of any debt incurred by fraud, "provided the defrauded creditor had not assented to the arrangement or composition otherwise than by proving his debt and accepting dividends."

His HONOUR, in giving judgment, said the statute gave the court power to restrain any action which might be brought against a debtor, but the jurisdiction must be exercised with discretion. Having regard to the decided cases, he thought the creditor had a right to try the question as to the alleged fraud in a court of common law. The application would therefore be refused.

HALIFAX COURT OF BANKRUPTCY.

Tuesday, March 10.

(Before Mr. Registrar RANKIN (sitting for the Judge.)

Ex parte HARPER AND ANOTHER *v.* OGDEN AND MAUDE.

Hearing petition for adjudication—Act of bankruptcy on debtor's summons—Notice to dispute act of bankruptcy only—Proof required of petitioning creditor's debt—Time for issuing debtor's summons.

England for petitioning creditors.

Horace Smith for debtor Ogden.

Godfrey Rhodes, for debtor Maude, not heard, not having given notice to dispute.

The facts of the case were shortly these: The petitioning creditors are maltsters, and the debtors brewers, at Halifax, and the creditors had supplied the debtors with malt and hops in the course of trade. In the heading of the

creditors' invoices it was stated that a month's credit was allowed. The debt was £99 11s. 6d., for goods sold, &c. Goods for about £74 of this had been supplied previously to and on the 16th Jan. last, the rest afterwards. On the 17th Feb. demand was made of the whole of the debt. It appeared by affidavit filed that both of the debtors thereupon refused to pay the debt. The same day (17th Feb.) a debtor's summons was issued and duly served, and no notice having been given for more than seven days of any application to dismiss the summons, a petition for adjudication —alleging the default in paying or securing the debt due on the summons as the act of bankruptcy—was filed, and duly served, and a day fixed for the hearing. The debtor Maude gave no notice of disputing the adjudication. The debtor Ogden gave notice of disputing the act of bankruptcy only.

On the hearing this day *H. Smith* proposed to show that there was no debt due sufficient to support the petition, whereupon *England* objected to the court entering upon that inquiry, no notice having been given of disputing the petitioning creditor's debt, and he quoted cases in support of his argument, but it did not appear whether in those cases the act of bankruptcy was founded on a debtor's summons.

The REGISTRAR.—I should be governed by those cases if the act of bankruptcy in the present instance were one of those specified in sub-sections 1, 2, 3, 4 or 5, of the 6th section of the Act. Those acts of bankruptcy are each single in substance, and quite distinct from, and independent of a petitioning creditor's debt, and therefore if adjudication in such cases be opposed, notice should be given to dispute the debt (if so intended) as well as the act of bankruptcy. But here the act of bankruptcy under sub-section 6 is composed of many items, each of which must be proved to make up altogether the act of bankruptcy. You must prove that a sufficient debt was due, that demand was made for payment, that in default of payment a summons was issued and duly served, and that the seven days had elapsed without payment of, or security for, the same. Therefore, notice of disputing this particular act of bankruptcy comprises in itself notice of disputing all the items of which that act is composed; of which the fact of a debt being due is certainly an important one. I must therefore overrule Mr. England's objection, and I will take evidence as to the debt.

The account for goods sold, &c., having been proved,

H. Smith proposed to reduce the amount which could be legally inserted in the summons, by striking off the items dated on and after the 16th January, as not being due under the heading of the invoice allowing a month's credit; and he argued that the demand having been made on the 17th Feb., and the summons issued the same day, the latter was premature and invalid, as the debtors were entitled to a reasonable period after demand, within which to settle.

The REGISTRAR.—A sufficient amount of debt was due on the 16th Feb., after allowing the month's credit. It may seem a quick movement to demand payment the next day, and issue a summons immediately afterwards; but then the parties never applied, as they might have done, to dismiss the summons, but let the seven days allowed expire. A reasonable time, no doubt, ought to be allowed as a general rule, but in this particular case I think it might be dispensed with, as the debtors, it appears, expressly refused to pay; and after that could not expect further time. Moreover, I am of opinion that the items of account of date previous to the 16th Jan. would by themselves make up an amount sufficient to support the petition. I consider the debtor's summons a valid one, and a sufficient debt proved, as well as the other requisites on which to adjudicate.

Order of adjudication granted.

LINCOLN COUNTY COURT.

Tuesday, March 10.

(Before JAMES STEPHEN, Esq., LL.D., Judge.)

Re WILLIAM PEARSON (a bankrupt).

Bankrupt's property—Prosecution for fraud—Costs.

A MOTION was made to the court in this matter on behalf of the trustees of the bankrupt, Messrs. Jay, of Lincoln, and A. T. Lister, of Gainsborough, for an order declaring certain drapery stock seized by them as such trustees on the bankrupt's premises at Spittlegate, Grantham, on the 29th July last, to be their property as against certain other claimants. It appears that Pearson was made a bankrupt in Sept. 1871, he residing at that time at West Kennald Ferry, Owston, Lincolnshire, and carrying on the business of a draper there. The whole of his then estate, however, passed to one Peter Platt, a bill of sale holder. The trustee contested the latter, but without success. Shortly after this, on the matter coming before the court, from certain evidence then given, it appeared that the bankrupt had removed certain boxes of goods from his premises.

His Honour thereupon recommended that the bankrupt be prosecuted, but the trustees having no funds in hand, were unable at that time to do so. The matter then stood over, none of the creditors (except the one above referred to) having been paid. On the 29th July last, however, the trustees, from certain information then received, seized a large stock of drapery from the bankrupt's premises at Friendly House, Grantham, aforesaid. The bankruptcy being still in continuance, the bankrupt not having obtained his discharge, and he trading at the time in his own name. Since that time there had been a considerable amount of litigation going on in the matter, the bankrupt having filed a petition for liquidation of his affairs in the Nottingham County Court (which proceedings were afterwards transferred to the Manchester Court), under which certain trustees were appointed, they laying claim to the property in question. The property was also claimed by one Brown (an alleged partner), and a bill of sale holder (one Thos. Rees, solicitor), the latter claim being for £1000.

After the matter had been thoroughly discussed, his HONOUR held, that the property seized by the trustees belonged to them, and ordered, first, that the fund be applied in paying the creditors of the bankrupt in full; secondly, that the trustees be allowed their costs; and, thirdly, that the bankrupt be prosecuted out of the said fund, and that the balance be paid into the Manchester court to abide the decision on further claims.

R. Toynbee appeared for the trustees, Messrs. Jay and Lister.

W. T. Page for certain claimants.

Palmer (of counsel) for the alleged partner and bill of sale holder.

NOTTINGHAM BANKRUPTCY COURT.

Monday, March 16.

(Before Mr. REGISTRAR PATCHITT, sitting as Judge.)

Re F. WALPOLE; *Ex parte* YOUNG AND ROGERS.

Bankruptcy Act 1869, *s.* 15—*Reputed ownership.*

UNDER an agreement for the hire of certain furniture at £2 per week, the furniture to become the property of the hirer on the payment of a certain number of instalments, on a petition for liquidation by hirer, and the furniture being then in his possession, it was held to be in his order and disposition, and passed to his trustees, notwithstanding the whole of the instalments had not been paid.

In the course of the arguments the following appear to be the facts of the case:

Frederick Walpole, prior to Dec. 1871, carried on business as a mattress manufacturer, at 2, Malin Hill, Nottingham, and then removed to London-road, where he carried on business as a bobbin and carriage mender, in which capacity he employed two apprentices besides his family.

On 1st March, 1871, Walpole hired or purchased some furniture of Messrs. T. Corby and Co., under an agreement, which was as follows: "The said Thomas Corby and Co. hereby agree to let, and the Frederick Walpole agrees to hire, the goods specified in the schedule hereto at £2 per week. In case any of the said weekly payments shall be in arrear, or the said Frederick Walpole shall call his creditors together, or shall become bankrupt, compound with his creditors, or cease to reside in his residence, then it shall be lawful for the said Thomas Corby and Co., their agent or agents, to enter the premises where the aforesaid goods may be and retake possession of the said goods. In case the said weekly payments shall be punctually made until payment in full, then the said Thomas Corby and Co. do hereby agree to assign the said goods and furniture over to the said Frederick Walpole."

It did not appear in the agreement what was the total sum to be paid by instalments, but Corby and Co. entered in their book the price of the goods as £116.

On the 12th July 1873, Messrs. Corby and Co. filed a petition for liquidation of their affairs, and Charles Rogers was appointed trustee of their property.

Walpole paid twelve of the instalments, and at the time of his filing a petition for liquidation he was in possession of the furniture, and there was owing £47 10s. in respect of arrears of the instalments.

On the 6th Feb. 1874, Walpole filed a petition for liquidation, and described himself as "formerly crrying on business as a mattrass manufacturer, but now as a bobbin and carriage mender," and at the meeting of creditors Messrs. Young and Rogers were appointed joint trustees, the trustee of Thomas Corby and Co. proving for the said sum of £47 10s. against the estate of Walpole, and voting at the meeting.

J. Bright (*A. Parsons* and *Bright*), of Nottingham, now applied on behalf of the trustees under Walpole's estate for an order that the furniture was in the debtor's possession order or disposition within the meaning of the 15th section of the Bankruptcy Act 1869, and passed to the trustees for the benefit of and formed part of his estate.

F. Acton, of Nottingham, for the trustee under Corby's estate, showed cause.—The debtor is not a trader, and the 15th section has no operation. The agreement gives Corby and Co. a right to take possession on Walpole calling his creditors together, and the case is governed by *Ex parte Emerson, re Hawkins* (41 L. J., N. S. 20).

J. Bright, contra.—The debtor describes himself as formerly carrying on business as a mattress manufacturer, and there are now debts owing by him which were or had been incurred then. The case is distinguishable from *Ex parte Emerson*. In that it was a mere hiring, in this, in fact, it is a conditional sale. The hiring could not be terminated whilst the instalments were duly paid. If all the instalments but one had been paid, could Corby and Co. claim the furniture on Walpole then instituting proceedings in liquidation? I think not. The agreement should be registered under the Bills of Sale Act. The case is governed by *Darby* v. *Smith* (8 T. R. 82).

After Walpole, the debtor, had been examined as to his debts and business transactions during the last three years,

The REGISTRAR found, as a fact, that he was a trader within the meaning of the 15th section of the Bankruptcy Act 1869, and held that the furniture was in the debtor's possession order or disposition, and passed to the trustee under Walpole's estate for the benefit of his creditors.

LEGAL NEWS.

THE TICHBORNE CASE AND THE RULES OF EVIDENCE.—Mr. Fitzjames Stephen, in a letter to the *Pall Mall Gazette*, says: "The relation of the *Tichborne* case, both to the legal rules of evidence and to its rational principles is a very curious matter, which I cannot discuss at present I will confine myself to saying that for some reason or other the ordinary rules appear by common consent to have been relaxed to a remarkable degree. If the counsel on the one side and the other had insisted upon the exclusion of all matters which are commonly excluded, the case would have been considerably shortened. I will give a single instance of what I mean. In the early part of the charge of the Lord Chief Justice (p. 8 of the unabridged report) there is inserted at full length a letter from Sir James Tichborne to Lady Tichborne's father describing his various domestic troubles. This is used by the Chief Justice as evidence to explain Lady Tichborne's character, and to show the sort of influences which were at work in the formation of Roger Tichborne's character. How this letter can have been what is technically called "evidence" I cannot imagine. It is a statement made by the father of the man whose identity is in question to his grandfather about the character of his mother, and it is used to explain the reasons why his education followed a particular course. "Hearsay" has been defined in all sorts of ways, but if this is not hearsay nothing is. As an illustration of the difference between a strict and lax interpretation of the rules of evidence, I may observe that a few days ago a commonplace action was tried for the wrongful dismissal of a servant, which was justified on the ground that he was habitually drunk. The evidence of people who had known him well, and seen him constantly during the whole term of his service (two or three months), and who were prepared to swear that they never knew him drunk on any occasion whatever was tendered by his counsel. The evidence was excluded, on the ground that it was irrelevant, and that the plaintiff was bound to show that he was not drunk on the particular occasions when it was suggested that he was drunk. I do not say that this was wrong, but I do say that if the parties had been held as close to the issue in the *Tichborne* case, Sir James Tichborne's letters about his wife, a vast deal of matter as to the sayings and doings of intermediate agents, the novels which were read by Roger Tichborne, and much other matter would have been shut out. It is, for instance, by no means easy to explain the grounds on which some of the evidence about Luie was let in. The general rule about contradicting witnesses I have always supposed to be that a witness may be contradicted as to any matter relevant to the inquiry to which he deposes, but that he cannot be contradicted on matters which affect his credit only, though he may be indicted for perjury if he swears falsely upon them. I do not pretend to say whether this principle might not be made to cover what was admitted against Luie; but in common cases it would have been found in practice nearly as difficult to get the evidence given against him admitted as to procure the evidence itself. Some other matters, and particularly the enormous length of the speeches of the defendant's counsel

and the extreme minuteness of the summing up, seemed to render the case interminable. It would not become me to criticise the manner in which judges and counsel exercised their discretion. It is a matter on which no two persons would be of the same opinion. To many persons, for instance, it might appear that the best defence which could have been made for the defendant would have consisted of an expansion of the simple remarks that the burden of the proof lay on the prosecution, that it was impossible to justify the defendant's conduct or even to explain parts of it; but that so large a number of persons swore positively that he was Tichborne and was not Orton, that the jury ought to give him the benefit of the doubt. A great defender of prisoners once remarked to his junior, in a case of murder which they were defending, "This is a case in which we must begin by dismissing from our minds all logic, for if you once begin to put the facts together there is but one conclusion for them to point to." I was reminded of this by the *Tichborne* case, and thought it indicated the proper line of defence; but, of course, an outsider's impression on such a matter is worth very little. To others it might appear that the summing up need hardly have been so minute, considering the extraordinary knowledge of the case which the jury had acquired by their prolonged attention. But, after all, questions like these must be left to those who have to decide them, and who are responsible in many ways for the correctness of their decision."

MR. WHALLEY AND MR. HAWKINS.—The following has been published: "16, Suffolk-street, Pall-Mall, March 18, 1874. To the Treasurer of the Honourable Society of Gray's Inn. Sir,—As I see by the public press that the Benchers are moved to investigate Dr. Kenealy's conduct in the late trial at Bar of the *Queen* v. *Tichborne*, I think it right and respectful to the Bench, being myself a member of Gray's Inn, to intimate that it is my intention to prefer a charge against Mr. Hawkins, Q.C., to the Benchers of the Middle Temple, for the conduct of that gentleman in imputing to me the having been engaged in a conspiracy to promote the cause of the defendant, without any grounds for such accusation, and, as I have reason to believe, without any instructions, connecting with myself in such groundless and gratuitous imputations Lord Rivers, Mr. Onslow, and others, with the object and, as I believe, the result of making available his position as counsel for the prosecution for preventing a fair trial and defeating the ends of justice. I have the honour to be, Sir, your most obedient servant, G. H. WHALLEY.

THE JURY ON THE TICHBORNE TRIAL.—When the late trial of the claimant had concluded, the jurors addressed a letter to the Commissioners of the Treasury, reminding their Lordships that at an early stage of the case the jury applied to the court for a remuneration of two guineas per day. That application was, they understood, favourably received by the Lords Commissioners of the late Government. The case, however, had continued much longer than was expected, and they submit that such a sum "is by no means adequate to meet the losses incurred," inasmuch as the jury was composed—with one exception—of men engaged in commercial pursuits, "to whom the continual absence from their respective businesses has been most disastrous." In reply to this request Mr. W. Law was instructed to state that the subject in question had never been formally submitted to the Treasury until a few days before the conclusion of the trial, and their Lordships then instructed their solicitor to pay each juryman three hundred guineas. On receipt of this communication the foreman wrote, in the name of the jury, to express their disappointment, and to request the commissioners to reconsider their decision. To this letter their Lordships reply that they should not feel justified in sanctioning any larger payment than the sum which has already been authorised, and that, looking at the sacrifices persons similarly situated are often called upon to make in the interests of justice, they do not regard the remuneration allowed as an illiberal compensation for the time and labour bestowed.

AT a pension held on Wednesday evening the Benchers of Gray's-inn decided that it was incumbent upon them to institute an inquiry into Dr. Kenealy's conduct during, and with reference to the late Tichborne trial; and they have appointed a committee to report upon the charges which, in their opinion, Dr. Kenealy should be called upon to answer.

WE understand that Mr. Charles Ford has expressed his willingness to move the following resolution before the Union Society of London:—"That in the opinion of this House the present consolidated regulations of the four Inns of Court as affecting solcitors desiring to become members of the other branch of the Profession require modification, and that greater facilities should be afforded to barristers at law desirous of becoming solicitors." We shall be glad to hear that such a resolution is carried, and although, of course, it will not come with authority from the above society, still it may lead to the matter being considered by the Benchers of the Inns of Court and the council of the Incorporated Law Society.

EUROPEAN ASSURANCE ARBITRATION.—On Friday, the 27th inst., Lord Romilly will commence a sitting in this arbitration.

WE learn that Mr. W. J. Hollist, who for forty-five years has ably filled the office of magistrates' clerk for the Farnham division, has resigned his appointment. The magistrates, in recognition of Mr. Hollist's services, have paid him a graceful compliment by presenting him with a handsome and valuable silver salver, bearing an appropriate inscription. The appointment of magistrates' clerk has, we understand, been conferred upon Mr. R. Mason, Mr. Hollist's partner, a gentleman already fully conversant with the duties, and who will fulfil them with much ability.

DUTIES TO BE PERFORMED BY THE CHIEF CLERK IN THE JUSTICE ROOM AT THE MANSION HOUSE.—Among these, which are arranged under different headings, and which number in all nineteen, we understand that the following are to be found: 3. To hear in private all applications for process relating to criminal and other cases, and to see sufficient evidence is given by way of information and deposition or otherwise as required by law, before the issue of any summons or warrant. To advise on the admissibility, &c., of evidence. 9. To superintend, direct, and control (amongst others) keeper of the lock-up, front door keeper, gate porter, day and night watchmen. 15. To appoint the laundress to the justice room. It will be seen from the above that the duties, which are numerous and responsible, extend from having to advise as to the acceptance or rejection of evidence, or indeed from being soundly read in the law of evidence, to the appointment of laundress, and the care of night watchmen. Elsewhere we publish the opinion of one of the many would-be candidates for this vacant office. The salary is to be not less than £800 a year, but with no perquisites. Candidates must be members of the legal profession. He who is successful must give up all other business, and devote himself solely to the duties of the office. Unhappy lawyers!

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

EASTER TERM, 1874.

Examination of Candidates for Pass Certificates.

THE attention of students is requested to the following rules:—

No student admitted after the 31st Dec. 1872, shall be examined for call to the Bar until he shall have kept nine terms; except that students admitted after that day shall have the option of passing the examination in Roman civil law at any time after having kept four terms.

An examination will be held in March next, to which a student of any of the Inns of Court, admitted before the 1st day of Jan. 1873, who is desirous of becoming a candidate for a certificate of fitness for being called to the Bar, will be admissible.

Each student proposing to submit himself for examination will be required to enter his name at the treasurer's office of the Inn of Court to which he belongs, on or before Tuesday, the 24th day of March next; and he will further be required to state in writing whether his object in offering himself for examination is to obtain a certificate preliminary to a call to the Bar, or whether he is merely desirous of passing the examination in Roman civil law under the above-mentioned rule.

The examination will commence on Tuesday, the 31st day of March next, and will be continued on the Wednesday and Thursday following.

It will take place in the Hall of Lincoln's Inn, and the doors will be closed ten minutes after the time appointment for the commencement of the examination.

The examination by printed questions will be conducted in the following order:—

Tuesday morning, the 31st March, at ten, on Constitutional law and legal history; in the afternoon, at two, on equity.

Wednesday morning, the 1st April, at ten, on common law; in the afternoon, at two, on the law of real and personal property.

Thursday morning, the 2nd April, at ten, on jurisprudence, civil and international law, public and private, and the Roman civil law; in the afternoon, at two, the oral examination of candidates for pass certificates will be conducted by the several examiners.

The examiner in Constitutional law and legal history will examine in the following books and subjects:—

1. Hallam's Middle Ages, chap. 8.
2. Hallam's Constitutional History.
3. Broom's Constitutional Law.

Candidates for a pass certificate will be examined in No. 1 and No. 3 only, or in No. 2 and No. 3 only of the foregoing subjects, at their option.

The examiner in equity will examine in the following subjects:—

1. Trusts.
2. Specific performance.

Candidates for a pass certificate will be examined in the above-mentioned subjects.

The examiner in the law of real and personal property will examine in the following subjects:—

1. The Feudal law, as adopted in England, and the statutory changes in it.
2. Estates, rights, and interests in real and personal property; and assurances and contracts concerning the same.
3. Mortmain: Perpetuity or remoteness; conditions: easements: notice; election and satisfaction.

Candidates for a pass certificate will be examined in the elements of the foregoing subjects.

The examiner in common law will examine in the following subjects:—

1. The law of contracts and mercantile law.
2. The law of torts.
3. The law of crimes.
4. The law of procedure and evidence.

Candidates for a pass certificate will be examined on general and elementary principles of law.

The examiner in jurisprudence, civil and international law, and Roman civil law, will examine in the following book and subject:

The Institutes of Justinian, with Sandars' Notes and Introduction.

Candidates for a pass certificate will be examined in the above-mentioned book and subject.

TRINITY TERM 1874.

Examination of Candidates for Studentships, Honours, and Pass Certificates.

The attention of students is requested to the following rules:

As an encouragement to students to study jurisprudence and Roman civil law, twelve studentships of 100 guineas each shall be established, and divided equally into two classes; the first class of studentships to continue for two years, and to be open for competition to any student as to whom not more than four terms shall have elapsed since he kept his first term; and the second class to continue for one year only, and to be open for competition to any student, not then already entitled to a studentship, as to whom not less than four and not more than eight terms shall have elapsed since he kept his first term; two of each class of such studentships to be awarded by the council, on the recommendation of the committee, after every examination before Hilary and Trinity Terms respectively, to the two students of each set of competitors who shall have passed the best examination in both jurisprudence and Roman civil law. But the committee shall not be obliged to recommend any studentship to be awarded if the result of the examination be such as in their opinion not to justify such recommendation.

Any student admitted before the 1st Jan. 1873 shall be entitled to compete for the studentships above mentioned; provided that at the time of his examination not more than eleven terms shall have elapsed since his admission.

No student admitted after the 31st Dec. 1872, shall be examined for call to the Bar until he shall have kept nine terms; except that students admitted after that day shall have the option of passing the examination in Roman civil law at any time after having kept four terms.

An examination will be held in May next, to which a student of any of the Inns of Court, who is desirous of becoming a candidate for a studentship or honours, or of obtaining a certificate of fitness for being called to the Bar, will be admissible.

Each student proposing to submit himself for examination will be required to enter his name at the treasurer's office of the Inn of Court to which he belongs, on or before Tuesday, the 5th May next; and he will further be required to state in writing whether his object in offering himself for examination is to compete for a studentship, honours, or a certificate preliminary to a call to the Bar; or whether he is merely desirous of passing the examination in Roman civil law under the above-mentioned rule.

The examination will commence on Monday, the 11th May next, and be continued on the Tuesday, Wednesday, Thursday, and Friday following.

It will take place in the hall of Lincoln's Inn; and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The examination by printed questions will be conducted in the following order:

Monday and Tuesday, 11th and 12th May, at ten until one, and from two until five on each day, the examination of candidates for Studentships in Jurisprudence and Roman Civil Law.

The examination of candidates for honours and pass certificates will take place as follows:

Wednesday morning, 13th May, at ten, on Constitutional Law and Legal History; in the afternoon, at two, on equity.

Thursday morning, 14th May, at ten, on Common Law; in the afternoon, at two, on the law of Real and Personal Property.

Friday morning, 15th May, at ten, on Jurisprudence, Civil and International Law, Public and Private, and the Roman Civil Law; in the afternoon, at two, the oral examination of candidates for Pass Certificates will be conducted by the several examiners.

The oral examination for the studentships and honours will be conducted in the same order, during the same hours, and on the same subjects, as those already marked out for the examination by printed questions.

JURISPRUDENCE, CIVIL AND INTERNATIONAL LAW.

Candidates for the studentships will be examined in the following subjects:—

1. The Institutes of Gaius and Justinian.
2. The Consensual Contracts—in the Digest.
3. The History of Roman Law.
4. General Principles of Jurisprudence, developed by Bentham, Austin, Maine.
5. General Principles of International Law, Public and Private.

Candidates for honours will be examined in all the following subjects: Candidates for a pass certificate in No. 1 only.

1. The Institutes of Justinian (with Sandars' Notes).
2. The Institutes of Gaius (with Poste's Notes).
3. The History of Roman Law (Ortolan).
4. Principles of International Law (Woolsey).

The Examiner in Constitutional Law and Legal History will examine in the following books and subjects:

1. Hallam's Middle Ages, Chapter 8.
2. Hallam's Constitutional History.
3. Broom's Constitutional Law.
4. The Principal State Trials of the Stuart Period.
5. The concluding chapter of Blackstone on The Progress of the Laws of England.

Candidates for honours will be examined in all the above-mentioned books and subjects: Candidates for a pass certificate only will be examined in No. 1 and No. 3 only, or in No. 2 and No. 3 only of the foregoing subjects, at their option.

The Examiner in Equity will examine in the following subjects:—

1. Infants.
2. Suretyship.
3. Administration of Real and Personal Estates.
4. Mortgages.
5. Trusts.

Candidates for honours will be examined in the above-mentioned subjects, under heads 1, 2, 3, and 4: Candidates for a pass certificate only, in those under heads 4 and 5.

The Examiner in the Law of Real and Personal Property will examine in the following subjects:

1. The Feudal Law, as adopted in England, and the Statutory Changes in it.
2. Estates, Rights, and Interests in Real and Personal Property, and Assurances and Contracts concerning the same.
3. Mortmain; Perpetuity or Remoteness; Conditions; Easements; Notice; Election and Satisfaction.

Candidates for a pass certificate only will be examined in the elements of the foregoing subjects; candidates for honours will have a higher examination.

The Examiners in Common Law will examine in the following subjects:

1. The Law of Contracts and Mercantile Law.
2. The Law of Torts.
3. The Law of Crimes.
4. The Law of Procedure and Evidence.

Candidates for a pass certificate only will be examined on general and elementary principles of law; and from candidates for honours the examiners will require a more advanced knowledge of the application of those principles, and a knowledge of leading decisions.

By order of the Council,
S. H. WALPOLE, Chairman.

Council Chamber, Lincoln's Inn,
24th February, 1874.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

HILARY TERM, 1874.

Final Examination.

AT the Examination of Candidates for Admission on the Roll of Attorneys and Solicitors of the Superior Courts, the Examiners recommended the following gentlemen, under the age of twenty-six, as being entitled to honorary distinction:

1. William Arnold Hepburn, who served his Clerkship to Messrs. J. G. Hepburn and Son, of London.
2. John Archbald Dixon, who served his Clerkship to Messrs. Hodge and Harle, of Newcastle-upon-Tyne.
3. Charles Gover Woodroffe, who served his Clerkship to Messrs. Watson and Sons, of London.
4. Charles Leopold Samson, who served his Clerkship to Messrs. Grundy and Kershaw, of Manchester.
5. Herbert Beaumont, who served his Clerkship to Messrs. Fernandes and Gill, of Wakefield.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:

To Mr. Hepburn, the Prize of the Honourable Society of Clifford's Inn.

To Mr. Dixon, the Prize of the Honourable Society of Clement's Inn.

To Mr. Woodroffe, Mr. Samson, and Mr. Beaumont, Prizes of the Incorporated Law Society.

The examiners have also certified that the following Candidates, under the age of twenty-six, whose names are placed in alphabetical order, passed Examinations which entitle them to commendation:

James Grundy, who served his Clerkship to Mr. Christopher Wilson Dawson, of Bolton-le-Moors, and Messrs. Woodcock and Ryland, of London.

Arnold Heseltine, who served his Clerkship to Mr. Charles Blake, of 4, Serjeant's Inn, London, and Messrs. Cunliffe and Beaumont, of London.

Isaac Gaitskell Jennings, who served his Clerkship to Messrs. Benson and Moordaff, of Cockermouth.

William Morley, who served his Clerkship to Mr. Henry Edward Mason, of Barton-upon-Humber.

William Burd Pearse, wdo served his Clerkship to Mr. John Pearse, of Hatherleigh, Devon, and Messrs. Vizard, Crowder, and Anstie, of London.

John Alexandar Tilleard, who served his Clerkship to Messrs. Tilleard, Godden, and Holme, of London, and Messrs. McLeod and Watney, of London.

Albert Watts, who served his Clerkship to Mr. Edward Watts, of Hythe, Kent, and Mr. John Wills, of London.

The Council have accordingly awarded them Certificates of Merit.

The examiners have further announced to the following candidates that their answers to the Questions at the Examination were highly satisfactory, and would have entitled them to Honorary Distinction if they had not been above the age of twenty-six:

Would have been entitled to Prizes.

Thomas Mark Taylor.
Richard Barker the Younger.

Would have been entitled to Certificates of Merit.

Samuel Budd, B.A.
Frank Gearey.
Thomas Hudson.

The number of Candidates examined in this Term was 179; of these 155 passed, and 24 were postponed.

By order of the Council,
E. W. WILLIAMSON, Secretary.

Law Society's Hall, Chancery Lane, London.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.

LEASES OF THE LONDON CORPORATIONS.—Under this heading a letter appeared recently in the *Daily News*, signed by "A Solicitor of Thirty Years' Standing." I hope you will find space to direct attention to this scandal, namely, the insertion of a covenant by which lessees are forced to employ the professional men representing such corporations, in case of any subsequent dealing with the leasehold property. Surely the public have a right to employ their own solicitors in their own concerns. The matter complained of falls little short of a public evil, and only needs exposure in the public press, and to be written down by your powerful pen, to ensure a cessation of such a practice. It causes much inconvenience to our branch of the Profession.

A LONDON SOLICITOR.

THE LEGAL PRACTITIONERS' SOCIETY.—In reading clause 3 of the Bill of The Legal Practitioners Act 1874, it strikes me that a person who should say to another: "I will prepare for you a legal document; I will not charge you anything for it, nor do I wish you to promise to pay me anything; but, without any expectation of being paid existing on my part, if you do afterwards make me a present I shall not be offended or complain,"—such a person, afterwards receiving a present, would hardly come within the definition subject to the penalty, and yet would be clearly within the mischief intended to be guarded against. It seems to me that the words which I have in red ink added to the section would meet this contemplated difficulty. J. B.

[We have added these words in the reprint of the Bill.—ED. SOLS. DEPT.]

LEGAL PRACTITIONERS' SOCIETY.—I have read with interest and fervent wishes for its success the draft of the Legal Practitioners' Act 1874, which you have been good enough to publish in your columns. But let us not err by making the law too stringent. No one acquainted with the history of English legislation will deny that it is not the severest law which generally succeeds best. I would suggest, then, that in addition to the proviso at the end of sect. 3 there should be words (as in sect. 60 of Stamp Act 1870) exempting wills, agreements under hand, and transfers of stock, containing no trust or limitation, from the operation of that section. The same object could be effected by altering the definition of "instrument" in sect. 2. Such an alteration would render the Bill more likely to pass, and more effectual when in operation. GEORGE WHALE.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.

Queries.

87. ASSIGNMENT OF TERM.—Would some one explain how it is that a legal term cannot be assigned so as to give successive interests to successive takers: (Smith's Eq. 10th edit. p. 133). ALCIPHRON.

88. LIQUIDATING DEBTOR—CONVEYANCE.—I find it is the practice to make a debtor, whose estate is in liquidation, a party with the trustee or trustees to any deed of conveyance of real estate sold by the trustee in process of realising the assets. Is it really necessary to do so, and if a debtor refuses to join, can he be compelled, and how? M. J.

Answers.

(Q. 64.) TEN YEARS' CLERK.—If "X.," whose letter appeared in the LAW TIMES of 21st Feb., will communicate with me, I shall be happy to supply him with the information he requires. FRANCIS R. CROWTHER.
9, Victoria-place, Scarborough.

(Q. 73.)—ARTICLED CLERK.—BOOKS, &c.—This sort of inquiry is rather too frequent. It is absurd for an articled law student to expect his master to supply him with a library. He is sure to have access to the more expensive works of reference usually found in a solicitor's office, but he ought to buy his own text books. The money is not wasted, for he will, if wise, make them part of his mind, note them up, and always keep them with him, even after obtaining his certificate. It is highly questionable whether a person who cannot afford a few pounds for books is a fit subject for articles. IBB.

(Q. 82.) NEGLIGENCE.—If, as is stated, the glass plate was insecurely put in, that would amount to contributory negligence on the part of the owner of the wardrobe, and it is laid down by Byles, J. in *Witherley* v. *Regent's Canal Company* (12 C. B. 8), that if the negligence or default of the plaintiff was in any degree the proximate cause of the damage he cannot recover, however great may have been the negligence of the defendant, and it was further decided in the same case that no action will lie for the consequences of a negligent act where the party complaining has, by his own want of due care and caution, been in any degree contributory to the misfortune. J. R.

LAW SOCIETIES.

LEGAL PRACTITIONERS' SOCIETY.

THE following is the draft of a Bill prepared by the Parliamentary committee of the above society, and which Bill it is proposed should be introduced into the House of Commons on as early a day as the forms of the House will admit. We published this last week, and are asked again to do so in consequence of certain alterations made in the draft at the suggestion of counsel and country members of this society:—

Whereas it is expedient to discourage the employment of unskilled and unqualified persons in the preparation of legal documents, and to amend the laws relating to bills of sale.

Be it enacted, &c., &c.

1. This Act may for all purposes be cited as "The Legal Practitioners' Act 1874."

2. In the construction and for the purposes of this Act the following words shall have the meanings by the section assigned to them, unless it is

otherwise provided, or there be something in the context repugnant thereto.

(1.) "Qualified practitioner" means and includes any serjeant-at-law, barrister, duly certificated attorney or solicitor, proctor, notary public, certificated conveyancer, special pleader, and equity draftsman.

(2.) "Instrument" means and includes every written document.

(3.) "Write," "written," and "writing," includes every mode in which words or figures can be expressed upon material.

(4.) "Person" includes company, corporation, and society.

3. Any person who, not being a qualified practitioner, either directly or indirectly, for or in expectation of any fee, gain, or reward, writes, draws, or prepares any instrument relating to real or personal estate, or to any proceedings in law or equity, or any instrument in the nature of a contract under hand or seal, or who shall receive any fee, gain, or reward for writing, drawing, or preparing any such instrument, shall forfeit the sum of £50 to any person suing for the same, by action of debt in any of Her Majesty's Superior Courts of Common Law at Westminster, in which it shall be sufficient to declare that the defendant is indebted to the plaintiff in the sum of £50, being forfeited by an Act intituled "The Legal Practitioners' Act 1874," and the plaintiff, if he recover in such action shall have his full costs of suit. And in any such action it shall not be necessary for the plaintiff to show that the defendant has received any fee, gain, or reward, specifically for the writing, drawing, or preparation of any instrument, and he shall only be required to show that the defendant has received a fee, gain, or reward, for the business or transaction in respect of, or in regard to which he has, directly or indirectly, written, drawn, or prepared such instrument: Provided always, that the foregoing section does not extend to—

(1.) Any public officer, drawing or preparing any instrument in the course of his duty.

(2.) Any person employed merely to engross any instrument or proceedings.

(3.) Any banker or broker preparing any instrument relating to stocks or shares.

4. That no bill of sale, assignment, transfer, or other document mentioned and comprised in the Bills of Sale Act (17 & 18 Vict. c. 36), and thereby required to be registered, made or given by any person, shall be of any force, power, or effect, unless there shall be present a certificated attorney or solicitor on behalf of such person executing, making, or giving such bill of sale, expressly named by him and attending by his request to inform him of the nature and effect of such bill of sale before the same is executed, and such attorney or solicitor shall subscribe his name as a witness to the due execution thereof, and thereby declare himself to be the attorney or solicitor for the person giving the same, and state that he subscribes as such attorney or solicitor, and that the person so executing the same did fully understand the nature and effect thereof.

5. Nothing in this Act contained shall be construed to authorise any qualified practitioner to do any act which he is not now authorised by law to do.

6. This Act shall not extend to Scotland or Ireland.

We are requested by the Honorary Secretary of the Society (Mr. Charles Ford) to add that it is in contemplation to frame other Bills dealing with the appearance before, and the conduct of business in, magistrates', and County Courts by unqualified persons, and otherwise to offer to the public and the Profession additional protection in the direction indicated by the above Bill; also to adjust the relations of the two branches of the legal Profession, and to remove certain disabilities attaching to solicitors in relation to the recovery of the amount of Bills of Costs, and generally to deal with all necessary reforms.

LAW AMENDMENT SOCIETY.

LAST Monday evening, the 16th inst., Mr. John Coryton, barrister-at-law, read a paper on the "Policy of Granting Letters Patent for Inventions, with observations on the working of the English Law," at a meeting of the Law Amendment Society, held at the rooms, 1, Adam-street, Adelphi.

The chair was taken by Mr. T. Webster, Q.C., and there was a large attendance, much interest being manifested in the subject.

In the course of Mr. Coryton's remarks, he said the subject of patent law was just now passing through a very interesting phase, inasmuch as causes would seem to be actively at work, which must soon lead to an entire revolution, if not abolition, of this species of trade privilege. At home they had a constantly increasing tendency on the part of capitalists to speculate in patents; and hardly a company is launched but professes to have secured special rights in respect of lighting, disinfecting, or performing some duty which, in modern society, must be considered as a necessary of life. Looking abroad they saw still more significent signs of change, and one of the great Powers on the Continent had recently considered the patent system, and determined to have no more patents. Another, although adopting the principle in all its rigour, excepts from its operation precisely that branch of industry on which the prosperity of the country depended chiefly, and was just now witnessing with dismay the threatened destruction of another branch, owing to a decision of its courts of law, with reference to one patent. For Germany the 10th Dec. 1868 was, in respect of patent rights, a memorable day, for on that day Count Bismark issued a proclamation declaring that the Government of Prussia, having taken into consideration the whole question of patent rights, was of opinion that such rights should cease. In competition with Germany, therefore—and it was Germany whose progress in foreign markets the English commercial world had for some time been watching with something like jealous anxiety—the English manufacturer must, unless effect could be given to the recommendation of the recent committees of the House of Commons, be prepared to find themselves weighted with whatever royalties English patentees could manage to impose upon their goods. If the principle upon which the law was founded be just, they ought, no doubt, to continue in their present course, but if, as many persons believed, it was founded in error, they had an admirable opportunity for emancipating their commerce from the influence of that error. So far as the public was concerned, he could see no necessity for a patent law at all. His own belief was that they should, without any such law, have precisely the same inventions, and in the same order as they had now; and further, that the system of granting a fourteen years' monopoly to the person who made an improvement in the working of any particular handicraft was one that hindered rather than helped the general progress of industrial art. Since the establishment of patents, their grandest inventions—railways, electric telegraphs, and photography, among them—had come into general use without monopoly. It was an old saying, that "it is society that invents." He would interpret it as meaning that there were few grand discoveries made in science or art, but had foreshadowed themselves in the speculations of intelligent men; and, similarly, that few grand improvements had been effected in the manufacturing world, either in chemistry or mechanism, in which the great body of thinking men connected with those arts were not pressing forward eagerly in the direction of the discovered improvements. It was with a strong impression of the difficulty they found in saying who was the inventor of any of the changes made in the ordinary course of manufacture, that they should best proceed to the other side of the question, viz., the right of the inventor to have a patent that was to exclude everybody for fourteen years from making use of the invention, or anything which was virtually the same as the invention. If they found it just to award these rights as a reward to the first, they must admit that the penalty to which they subjected the second in the race was certainly, for a manufacturing country, a terrible one. The right of the patentee as against the public was frequently founded on the expense to which he had been put by the experiments he had instituted before arriving at his discoveries. Discoveries of great principles were almost confined to men of scientific occupations. Such men, patient and unselfish workers, of whom Faraday might be taken as a type, were happily not rare in England, or, indeed, in any State of Europe, and in these they recognized true improvers of their manufactures. Regarded as a general scheme for rewarding inventive merit, the law which conferred a monopoly of the thing invented, and left the patentee to make the best of the grant, was a very imperfect one. The difference of certainty of the monopoly in the case of different discoveries was enormous. Regarded, therefore, from the public or private point of view, it seemed to him that a patent law was not a just one. In theory a patent was the grant of a special privilege conferred by a grateful country on a manufacturer who had added to the country's wealth. In practice "the grant of letters patent is the grant of a right of action, which may be exercised in the most arbitrary manner, and for the most illegitimate purposes." The reforms proposed by an Act of Parliament, affecting patent law, passed after mature deliberation, and affecting the whole commercial world, had been entirely ignored by every successive Government for the last two-and-twenty years; and the Patent-office, too, still remained in premises never intended for such a purpose. The condition of the building, and the neglect to appoint working commissioners, cannot, at any rate, be set down to deficiency of funds, for the Patent-office was a department of the State that more than pays its way. Let them suppose that good working commissioners had been secured, men well acquainted with manufactures and fairly conversant with the law. They should, in the first place, determine: First, That the invention was a proper one to be protected; and, secondly, that the applicant was the person entitled to the privilege. The first matter to be decided was as to what was patentable matter. It was with a view to avoid complexity that he proposed, many years ago, in publishing a work on the law and practice of patents, to substitute a single definition at once, as he hoped, comprehensive and concise, viz., "the material result of an unpublished improvement in the manufacture of articles for public use." In conclusion, he went on to say, whatever doubt might exist as to the justice of a patent law, viewed as an abstract question, he felt certain that there was a tolerable unanimity of opinion as to the needless costliness of litigation about patent rights. To some extent, no doubt, the expense was unavoidable, from the nature of the subject. It might be diminished in proportion as the patentee's rights were defined by responsible authority; but, in any event, it must remain extremely costly. At present it was not only costly but uncertain. The present system as reformed would, he thought, be a step in the right direction which the American law had long assumed—viz., the assumption by the State of the duty of inquiry before granting the patent. The feeling was general in the United States that they had gone too far in that direction, and that it would be desirable to issue patents freely, leaving their value to be determined by the crucial test of litigation. With regard to the suggestion as to a registry of invention, he saw no objection to it himself, and the report of it would, he thought, be looked for by the public with the deepest interest. If he had to sum up his own opinion on the patent laws, he would say that no law was ever passed the theory of which was more equitable, and that no law, having for its object the furtherance of commerce was ever issued ending in such a complete disappointment. He hoped to live to see their abolition, for their abolition would, he believed, be the first step to the recognition of the national duty of marshalling their scientific powers in getting hold of the men who really advanced manufactures, and employing them in the most economical manner. A discussion followed, and the proceedings terminated in the usual manner.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

AT the twenty-seventh annual general meeting specially held on Wednesday, the 11th inst., at the Incorporated Law Society's hall, there were present: Messrs. Charles Pidcock (Worcester), in the chair, T. Beasley (St. Helen's), T. P. Cobb, J. M. Clabon, W. Crossman, H. J. Francis, N. Gedye, H. W. Hooper (Exeter), J. H. Kays, F. R. Parker, J. H. B. Pinchard (Taunton), W. H. Partington (Manchester), W. Shaen, Sidney Smith, C. F. Tagart, J. S. Torr, and Stephen Williams. The requisition for the meeting and the report of the managing committee, previously printed and circulated, were taken as read. Read, the circular convening the meeting, estimate for annual balance sheet, and list of law books and office furniture, &c. Resolved:

1. On the motion of the chairman, seconded by Mr. Clabon—"That the report be received and adopted, and that the association be dissolved accordingly as from the first day of Easter Term next, and that in testimony of the cordial feeling of the association towards Mr. Rickman, the cash in hand at the time of the dissolution of the association (after the payment of the ascertained liabilities), and the law books, office furniture, and other assets of the association be handed over to him for his own use, subject to the payment by him thereout of any unascertained liabilities of the association."

2. On the motion of the chairman, seconded by Mr. Hooper, of Exeter:

"That the cordial thanks of the Association be presented to the Committee of Management for their labours during the past year, and especially for the mode in which they have conducted to a satisfactory arrangement the negotiations with the council of the Incorporated Law Society."

3. On the motion of the chairman, seconded by Mr. Kays:

"That the best thanks of the association be presented to the Council of the Incorporated Law Society, for the cordial co-operation they have afforded to the Committee of Management during the past year, and especially during the recent negotiations, and also for their courtesy in lending one of their rooms for the purpose of this meeting."

The circular issued by the deputy chairman, and the other metropolitan members of the committee, on the 26th Feb., suggesting the propriety of raising an additional testimonial for Mr. Rick-

man, by a subscription limited to £1 1s. each member, having been read, it was resolved

4. On the motion of the chairman, seconded by Mr. Shaen:

"That the object of the circular be cordially recommended by this meeting to the support of every member of the association, and that Mr. J. M. Clabon be requested to undertake the office of treasurer."

5. On the motion of Mr. Clabon, seconded by Mr. Hooper of Exeter:

"That the best thanks of this meeting be presented to Mr. Charles Pidcock, of Worcester, for his services during the past year, and for his able conduct in the chair this day."

CHARLES PIDCOCK, Chairman.

EQUITY AND LAW LIFE ASSURANCE SOCIETY.

THE annual meeting was held on Tuesday, March 3, at the offices, 18, Lincoln's-inn-fields, George Lake Russell, Esq., the chairman of the directors, presiding.

Mr. G. W. Berridge (the actuary and secretary) read the notice convening the meeting, and the report of the directors, which was as follows:

"The directors have again the pleasure of reporting to the proprietors a successful year.

"A large amount of new assurances has been effected with the society, and now, for the first time, the assets of the society exceed one million sterling.

"The gross amount of new premiums received in the year is £17,849 13s. 10d. Of this, £7863 1s. 6d. has been received in single premiums, leaving £9986 12s. 4d., and after deducting from this sum the amount of reassurance premiums, there is left a net new annual income of £9669 7s. 8d.

"The number of policies is 190, and the net amount assured is £334,080. Reversionary annuities have also been granted amounting to £1350 per annum; a large portion of the single premiums has been received for the purchase of these annuities. £14,643 0s. 6d. has also been received for the purchase of eighteen annuities, amounting to £1781 7s. 6d.

"The amount of interest and dividends received in the year is £44,867 1s. 11d.; this is a larger amount than the corresponding item last year by about £7000; but it includes a sum of £3116 19s. 9d. charged as interest on the re-sale of a large reversion.

"The total premium income of the year, after deducting reassurances, is £114,419 15s. 5d., and the total receipts from all sources, exclusive of repayment of loans, is £174,303 17s. 7d. The total amount of claims and all other outgoings, including a sum of £300 written off the cost of the society's house, is £106,738 16s. 9d., and, consequently, the assets of the society have been increased by a sum of £67,565 0s. 10d. The amount of the funds at the end of the year, after providing for outstanding claims, dividends, &c., was £1,020,298 10s. 5d. Deducting the reversions, outstanding premiums and interest, and cash on current account, the remainder was invested at an average rate of £4 19s. 9d. per cent., or, including the reversions and assuming that they produce 6 per cent., the average rate becomes £5 3s. per cent.

"The number of deaths proved during the year was 36, causing claims under 60 policies assuring £85,774. Of this sum £54,024 were on the participating scale and carried bonuses amounting to £8335.

"The claims for the year were, however, reduced by £18,811 received from other companies. Although the claims for the present year are high, yet, taking the average of the four years which have expired of the current quinquennium, the amount is only £52,135, which is considerably below the expectation.

"The expenses of management, £6425 1s. 9d., amount to only 3¾ per cent. on the total income.

"The directors have to regret the loss by death of one of their members, Mr. E. F. Moore, Q.C., and there is therefore a vacancy to be filled up at this meeting.

"The directors who retire by rotation are Mr. Birch, Mr. Hilliard and Mr. Dunster. Mr. Boodle, one of the auditors for the proprietors, and Mr. Bailey, one of the auditors for the assured, also retire by rotation; all these gentlemen offer themselves for re-election.

"Since the last meeting the society has lost the services of Mr. Sprague, who for more than twelve years most ably discharged the duties of actuary and secretary. While, however, the directors have to regret his loss, it is satisfactory to know that he left the society in consequence solely of his obtaining a much more valuable appointment. In his successor Mr. G. W. Berridge, the directors are satisfied that the society has secured the services of a gentleman in whose experience and ability it may place entire confidence.

"The following minute was made in the books of the society on the occasion of Mr. Sprague's leaving:—'That this board cannot part with Mr. Sprague without expressing their appreciation of the very great ability, care and attention that he has shown in the performance of his duties of actuary and secretary of the society for the twelve years he has been with them. They request, on the part of the society, his acceptance of a piece of plate, of the value of 100 guineas, as a testimony of his services.'

"GEORGE LAKE RUSSELL, Chairman."

The report was unanimously adopted.

The retiring directors—Messrs. Birch, Hilliard, and Dunster—were re-elected, and Mr. Henry Cecil Raikes, M.P., was elected a director in the room of Mr. Moore, Q.C., deceased.

Mr. Boodle was re-elected an auditor on the part of the proprietors, and Mr. Bailey on behalf of the assured.

Mr. W. G. Lemon proposed, "That the thanks of the meeting be presented to the directors, and that the sum of £2000, free of income tax, be voted to them for their services during the past year." He felt that the mode in which the business had been conducted during the past year would ensure the most cordial approval of this resolution. (Hear, hear.)

The resolution was seconded, and at once agreed to, and acknowledged by Mr. J. Moxon Clabon, the deputy chairman.

The thanks of the meeting were voted to the auditors, together with the sum of 40 guineas, for their services during the past year.

On the motion of Mr. Eiloart, a hearty vote of thanks was presented to the chairman, and the meeting dispersed.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's-inn Hall, on Wednesday, the 18th March, Mr. E. F. Stanway, solicitor, in the chair. Mr. Wingfield opened the subject for the evening's debate, viz., "That an acceptance of a retainer or papers by counsel should constitute a simple contract." The motion was carried by a majority of three.

HUDDERSFIELD LAW STUDENTS' DEBATING SOCIETY.

AT a meeting of this society, held on Mouday evening last, at the County Court, the question under discussion was, "Is the unanimity required in juries conducive to the attainment of justice?" Mr. J. H. Sykes, one of the vice-presidents, occupied the chair. Mr. J. H. Dransfield opened the debate in the affirmative, and was supported by Mr. E. H. Armitage. Mr. G. F. Johnson conducted the negative. The question was decided in the affirmative by a majority of one.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Geneaological and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

A. LANGDON, ESQ., LL.B.

THE late Augustus Langdon, Esq., LL.B., barrister-at-law, who died at 38, Norland-square, Notting-hill, on the 4th inst., in the sixty-first year of his age, was the second son of the late William Langdon, Esq., of Cadogan-place, Chelsea, and was born in the year 1813. He was educated at Trinity College, Cambridge, where he took his degree as Bachelor of Laws in 1836. He was called to the Bar by the Honourable Society of Lincoln's Inn in Hilary Term 1835. Mr. Langdon was an ardent numismatist, and was a fellow of several of the learned societies, though his infirmity of deafness prevented his taking part in their proceedings; and there are few charities in London that will not miss in him a kind and constant friend. He married in 1836, Miss Sarah Watts, daughter of the late Edward Watts, Esq., of Yeovil, Somersetshire, by whom he has left a family of eight children. His remains were interred at Brompton Cemetery.

MR. J. C. SMITH.

THE late Mr. John Campbell Smith, secretary of the City of London Conservative Association, whose death, at the residence of his father, in Roxburgh-street, Greenock, North Britain, has just been announced, at the age of thirty-two years, was a student of Lincoln's Inn, and was a gentleman well known in literary circles. He was born in the year 1842, and besides holding the above-mentioned appointment, he had acted as central agent during the recent parliamentary election. Mr. Smith, who was maternally descended from a good old family of Scottish extraction, was an occasional contributor to the *Fortnightly Review* and other magazines, and was to have been called to the Bar by the Honourable Society of Lincoln's Inn in the course of next month. The death of Mr. Smith is stated to have resulted from heart disease, hastened by nervous injury received in the railway accident at Wigan while on the journey from London to Scotland last year.

PROMOTIONS AND APPOINTMENTS.

N.B.—Announcements of promotions being in the nature of advertisements, are charged 2s. 6d. each, for which postage stamps should be inclosed.

THE Queen has been pleased to direct Letters Patent to be passed under the Great Seal, granting the dignity of a Knight of the United Kingdom of Great Britain and Ireland unto John Smale, Esq., Chief Justice of the Colony of Hong Kong.

The Queen has been graciously pleased to make the following appointments:—

FRANCIS SNOWDEN, Esq., to be Puisne Judge of the Supreme Court of the Colony of Hong Kong.

GEORGE PHILLIPO, Esq., to be Senior Puisne Judge of the Supreme Court of the Straits Settlements.

THEODORE THOMAS FORD, Esq., to be Junior Puisne Judge of the Supreme Court of the Straits Settlements.

GEORGE HURLEY BARNE, Esq., to be Attorney-General for the Ireland of Jamaica.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, March. 10.

BRITTON and TURNER, attorneys and solicitors, Newcastle March 5. (John James Britton and Henry Lucas Turner Debts by Turner

CHESTER, URQUHART, BUSHBY, and MAYHEW, attorneys and solicitors, Staple-inn. (Arthur Mayhew, Wilfred Bushby, and James Henry Holden.) As regards Bushby. March 5. Debts by Mayhew and Holden

Bankrupts.

Gazette, March. 13.

To surrender at the Bankrupts' Court, Basinghall-street.

CATCHPOLE, JOSEPH, strawboard dealer, Whitfield-st, Finsbury. Pet. March 11. Reg. Hazlitt. Sur. March 24

MARSHALL, PEMBROKE O'MORDHA HUTCHINSON, auctioneer, Boyson-rd, Camberwell. Pet. March 11. Reg. Spring-Rice. Sur. March 26

To surrender in the Country.

BEDFORD, JOHN, boot manufacturer, Grantham. Pet. March 10. Reg. Patchitt. Sur. March 27

COLE, ROBERT, market gardener, Thorp Arch. Pet. March 3. Reg. Perkins. Sur. March 21

LENNIE, JAMES CAMPBELL, jeweller, Liverpool. Pet. March 10. Reg. Watson. Sur. March 25

MORRIS, DAVID, outfitter, Liverpool. Pet. March 9. Reg. Hime. Sur. March 25

NASH, ALBERT, builder, Forest-rd, Dalston. Pet. March 9. Reg. Brougham. Sur. April 17

NOBLE, MARK, grocer, Bradford. Pet. March 10. Reg. Robinson. Sur. March 24

OGDEN, EDWIN, and MAUDE, JOHN, common brewers, Halifax. Pet. March 10. Reg. Rankin. Sur. March 30

Gazette, March 17.

To surrender at the Bankrupts' Court, Basinghall-street.

DOUGLAS, JOHN, upholsterer, Tottenham-ct-rd. Pet. March 13. Reg. Murray. Sur. March 31

To surrender in the Country.

COLYER, EDWARD, gentleman, Sevenoaks. Pet. March 10. Reg. Crippe. Sur. April 1

EVANS, JOHN OWEN, out of business, Englefield. Pet. March 14. Reg. Collins. Sur. April 2

GRIFFITHS, MARY, farmer, Stepln. Pet. March 14. Reg. Lloyd. Sur. March 27

SMITH, SAMUEL, jun., gentleman, Upton Snodsbury. Pet. March 14. Reg. Cripps. Sur. April 2

WADSLEY, GEORGE, farmer, Sutterton Dowdyke. Pet. March 13. Reg. Staniland. Sur. March 31

BANKRUPTCIES ANNULLED.

Gazette, March 10.

BROWN, HERCULES, miller, Smethwick. May 30, 1864

Gazette, March 13.

HOWARD, WILLIAM, no occupation, Leyton. Aug. 28, 1873

TROTT, JOHN, contractor, Gibson-sq, Islington, and Metropolitan Meat-market. May 5, 1871

WATKINSON, THOMAS, draper, Bradford. April 13, 1871

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, March 13.

BOON, EBENEZER, and HAMBRIDGE, WILLIAM, tailors, Yeovil. Pet. March 10. March 28, at twelve, at the George hotel, Stourbridge. Sol. Davies, Sherborne

BOWDEN, JOHN, corn merchant, Newton Abbott, Totnes, and Plymouth. Pet. March 2. March 24 (not 14th as printed in Gazette of 6th inst.), at half-past three, at the Half Moon hotel, Exeter. Sols. Messrs. Learoyd, South-st, Finsbury

BOYES, JOHN, boot dealer, Scarborough. Pet. March 9. March 24, at three, at office of Sol. Watts, Scarborough

BROWN, JOHN, cloth finisher, Dewsbury. Pet. March 10. March 23, at eleven, at the Royal hotel, Dewsbury. Sol. Walker, Dewsbury

BUNKELL, HENRY CHRISTOPHER, auctioneer, King-st, Cheapside. Pet. March 3. March 23, at four, at office of Challis, 12, Clements-la. Sol. Watson, Basinghall-st

CAIN, CHARLES, baker, Luton. Pet. March 5. March 24, at half-past two, at office of Sol. Jeffery, Luton

CARR, GEORGE, commission agent, Bread-st. Pet. March 10. March 23, at two, at office of Lovering and Co. 33, Gresham-st. Sol. Plunkett, Gutter-la

CELLA, LUIGI, photographic artist, Boston. Pet. March 9. March 27, at eleven, at the Peacock hotel, Boston. Sol. York, Boston

CHAPMAN, THOMAS, upholsterer, Sunderland. Pet. March 9. March 25, at eleven, at the Queen's hotel, Leeds. Sol. Alcock, jun., Sunderland

CLEWLOW, THOMAS, bootmaker, Ann's-pl, Upper Sydenham. Pet. March 7. March 25, at three, at the Chamber of Commerce 145, Cheapside. Sol. McDiarmid, Old Jewry-chmbs

COOPER, ELIZA FRANCIS HENRIETTA, widow, Pinhoe. Pet. March 10. March 28, at twelve, at office of Sol. Floud, Exeter

CRISFIELD, WILLIAM HENRY, cattle salesman, Winchester. Pet. March 11. April 2, at two, at office of Edmonds and Davis, accountants, 29, High-st, Southampton. Sol. Lomer

DAKIN, JOHN, builder, Lichfield. Pet. March 9. March 24, at eleven, at office of Duignan, Lewis, and Lewis, solicitors, Walsall. Sol. Duignan, Walsall

DRAKE, JOE, card maker, Halifax. Pet. March 10. March 30, at eleven, at office of Sols. Holroyde and Smith, Cheapside, Halifax
DRUMMOND, WILLIAM, bookseller, Wrexham. Pet. March 10. March 27, at twelve, at office of Sol. Jones, Wrexham
ELLIS, CATHERINE HARTLEY, milliner, Dewsbury. Pet. March 11. March 31, at a quarter-past ten, at office of Sols. Messrs. Scholes, Dewsbury
FAEHNLEIN, EMILE, warehouseman, Noble-st. Pet. March 11. March 26, at three, at office of Sol. Davies, Furnival's-inn
GEROTHWOHL, BENEDICT SIGISMUND, wine merchant, Manchester. Pet. March 10. April 8, at two, at the Guildhall coffee-house, Gresham-st. Sol. Miller, King-st, Cheapside
GIBBS, GEORGE, tobacconist, Shrewsbury. Pet. March 10. March 26, at eleven, at office of Sol. Morris, Shrewsbury
GOFF, ROBERT, grocer, Windsor. Pet. March 10. March 25, at three, at office of Durant, Guildhall-chmbs. Sol. Durant
HANCOCK, ROBERT ANDREW, beer retailer, Winscombe. March 25, at three, at office of Sol. Webster, Axbridge
HARRALD, WILLIAM, grocer, Norwich. Pet. March 5. March 24, at twelve, office of the registrar of the County Court, Norwich
HARRISON, THOMAS, lamp dealer, Birmingham. Pet. Feb. 27. March 25, at a quarter-past ten, at office of Sol. East, Birmingham
HILL, PETER, draper, Newport, Isle of Wight. Pet. March 5. March 25, at eleven, at 58, Bartholomew-close, London. Sol. Joyce
HOLLINGS, ELIZABETH, grocer, Idle. Pet. March 10. March 26, at three, at office of Sol. Atkinson, Bradford
HUNTER, SAMUEL HENRY, hair dresser, Birmingham. Pet. March 12. March 24, at eleven, at office of Sol. Pointon, Birmingham
HURST, JOHN, grocer, Bolton-le-Moors. Pet. March 11. April 2, at three, at the Clarence hotel, Manchester. Sols. Sutton and Elliott, Manchester
HUSTLER, NATHAN, millwright, Stanningley. Pet. March 7. March 25, at three, at offices of Sols. Fawcett and Malcolm, Leeds
JENKINS, THOMAS, and JENKINS, WILLIAM, cheese merchants, Backe. Pet. March 10. March 30, at one, at the Ivy Bush hotel, Carmarthen. Sol. Bishop, Llandilo
JOHNSON, ROBERT, out of business, Burr-st, London-docks. Pet. March 12. April 9, at three, at offices of Sol. Barnard, White Lion-st, Norton Folgate
LEONARD, HENRY, ironmonger, Bristol. Pet. March 6. March 31, at twelve, at Lomas, Harrison, and Starkey, accountants, 37, Cannon-st, Birmingham. Sol., Thick, Bristol
LLOYD, HENRY JOHN, glass manufacturer, Birmingham. Pet. March 10. March 24, at three, at the Queen's hotel, Birmingham Sol. Fitter, Birmingham
LOCKYER, ELIZABETH SARAH, spinster, bookseller, Tenby. Pet. March 4. March 25, at one, at offices of Sol. Lascelles, Narberth
MARTIN, FREEMAN, painter, Newport. Pet. March 10. March 30, at twelve, at office of Sols. Messrs. Lloyd, Newport
MEES, THOMAS, miller, Mells. Pet. March 10. March 30, at one, at offices of Sol. Ames, Frome
MERCER, GEORGE, builder, Tunbridge Wells. Pet. March 5. March 27, at eleven, at offices of Sol. Burton, Tunbridge Wells
MUSSABINI, PIERRE, cotton broker, Liverpool, and Stockport. Pet. March 9. March 31, at two, at office of Sols. Radcliffe and Layton, Liverpool
NELSON, ANDREW, journeyman whitesmith, Rochdale. Pet. March 10. March 27, at three, at 10, Nicholas-at, Burnley. Sol. Hartley, Burnley
NICKELS, WILLIAM, pork butcher, Great College-st, Camden-town, and Gooseberry-gdns, Gutter Hedge-la, Hendon. Pet. March 9. March 28, at ten, at the Wrotham Arms, 32, Wrotham-rd, Camden-new-town. Sol. Hicks, Annis-rd, South Hackney
OSBORN, HENRY EDMUND, victualler, Daventry. Pet. March 9. March 26, at three, at office of Sol. Potts, Daventry
PARKER, JOHN WILSON, tobacconist, Leamington Priors. Pet. March 9. March 25, at two, at the Bath hotel, Leamington Priors. Sol. Sanderson, Warwick
PARKS, SAMUEL, clothier, Hoxton-st, Hoxton. Pet. March 9. March 27, at eleven, at 21, Pimlico-walk, Hoxton. Sol. Goatly, Bow-st
PARRY, DAVID, builder, Neath. Pet. March 7. April 1, at twelve, at office of Sol. Leyson, Neath
PEARSE, WILLIAM, greengrocer, Manchester. Pet. March 9. March 26, at three, at office of Sol. Ritson, Manchester
PEARSON, WILLIAM, saddler, Penkridge. Pet. March 13. March 26, at eleven, at offices of Sol. Bowen, Stafford
PERRIN, HANNAH, and PERRIN, SAMUEL, grocers, Bredbury, and Marple. Pet. March 10. April 2, at three, at the Clarence hotel, Manchester. Sol. Duckworth, Manchester
POLYBLANK, THOMAS RICHARD JARVIS, known as Thomas Jarvis, master mariner, Mornington-rd, Regent's-park. Pet. March 7. March 23, at two, at the Mason's tavern, Mason's-avenue, Basinghall-st. Sol. Watson, Basinghall-st
POTTER, WILLIAM, fruiterer, Liverpool-st. Pet. March 11. March 31, at eleven, at office of Sol. Preston, Mark-la
POWELL, CHARLES, cheesemonger, Duke-st, Lincoln's-inn-fields. Pet. March 7. April 2, at two, at offices of Sol. Parry, Guildhall-chmbs, Basinghall-st
PRICE, WILLIAM HENRY, mesaman, East Stonehouse. Pet. March 9. March 25, at twelve, at office of Sol. Square, Plymouth
PRITCHARD, EDWIN, coal dealer, Hampstead-rd, St. Pancras. Pet. March 5. March 23, at three, at office of Sols. Button and Co., Henrietta-st, Covent-gdn
RICHARDS, EVAN, draper, Liverpool. Pet. March 11. March 27, at three, at offices of Sols. Lawrence and Dixon, Liverpool
ROBERTSON, SAMUEL BOXHILL, solicitor, New-inn, Strand. Pet. March 5. March 21, at one, at 33, Gutter-la. Sol. Hanrott, Falcon-st, Fleet-st
ROPER, JOHN HENRY, and COOKE, JESSE, machine wool combers, Keighley. Pet. March 9. March 31, at half-past two, at offices of Sols. Wright and Waterworth, Keighley
SIMPKINS, THOMAS, ironmonger, Tunbridge Wells. Pet. March 9. March 26, at two, at offices of Sols. Messrs. Tippetts and Tickle, 5, Great St. Thomas Apostle
SLEE, THOMAS SIMPSON, tailor, Bradford. Pet. March 11. March 26, at eleven, at office of Sols. Terry and Robinson, Bradford
SMITH, JOSEPH, wool dealer, Sowerby-bridge, par. Halifax. Pet. March 7. March 25, at eleven, at office of Sol. Rhodes, Halifax
SUTTON, GEORGE FREDERICK, traveller, Harrow-rd. Pet. March 2. March 25, at three, at office of Sol. Peddell, Guildhall-chmbs, Basinghall-st
SYKES, RICHARD, boot dealer, Cambridge-rd, Edgware-rd, Kilburn. Pet. March 12. March 27, at twelve, at offices of Sol. Barron, Queen-st, Cannon-st
TATTERSALL, RICHARD, carter, Halliwell. Pet. March 10. April 1, at 4, Sol. Richardson, Bolton
THOMAS, DAVID, and NASH, TOM SKELTON, common, Neath. Pet. March 10. March 26, at half-past twelve, at office of Sol. Curtis, Neath
THOMAS, GEORGE, woollen warehouseman, Lawrence-la. Pet. March 10. March 26, at twelve, at office of Sol. Plunkett, Gutter-la
THOMAS, JAMES, grocer, Chalford. Pet. March 10. March 26, at eleven (and not March 16 as previously advertised), at the Swan inn, Stroud. Sol. Smith, Stroud
THOMAS, WILLIAM, nurseryman, Wolverhampton and Tettenhall. Pet. March 10. March 31, at twelve, at office of Sol. Gatis, Wolverhampton
TIMMS, HENRY, tailor, Fulham-rd, and Ealing Dean. Pet. March 9. March 25, at two, at office of Sol. Lewin, Southampton-st, Strand
TUMBLETY, DAVID, carpenter, the Terrace, Earl's-ct-rd, Kensington. Pet. March 5. March 23, at three, at 6, Beaufort-bldgs, Strand. Sol. Lind
WALTON, JAMES, grocer, West Gorton, near Manchester. Pet. March 10. March 27, at two, at offices of Sols. Addleshaw and Warburton, Manchester
WHEELER, JAMES CHRISTIAN, grocer, High-st, Fulham. Pet. March 4. March 23, at one, at Izard and Betts, accountants, 46, Eastcheap. Sols. Reed and Lovell, Guildhall-chmbs, Basinghall-st
WHITELOCK, JOHN, straw hat manufacturer, Luton. Pet. March 7. March 25, at half-past three, at the Queen's hotel, Luton. Sol. Annesley, St. Alban's
WILKINSON, JOHN, farmer, Lincoln. Pet. March 7. March 27, at three, at the Angel inn, Wragle. Sol. Bell, Louth
WILLIAMS, DAVID, agricultural labourer, Carmine-fach, near Narberth. Pet. March 9. March 27, at a quarter-past ten, at the Guildhall, Carmarthen. Sol. Parry, Pembroke-dock
WILLIAMS, PETER MOSTYN, coal merchant, Liverpool. Pet. March 10. March 31, at three, at offices of Sols. Barrell and Rodway, Liverpool
WYATT, RICHARD, tailor, Stratford-on-Avon. Pet. March 5. March 25, at twelve, at the Falcon tavern, Stratford-on-Avon. Sol. Lane

Gazette, March 17.

ALLEN, JOHN, bootmaker, Burton-upon-Trent. Pet. March 10. March 27, at half-past eleven, at office of Harrison, accountant, Burton-upon-Trent. Sols. Messrs. Drewry, Burton-upon-Trent
ALLEN, WILLIAM, farmer, Great Stambridge. Pet. March 11. March 31, at two, at the King's Head inn, Rochford. Sol. Gregson, jun.
ANDERSON, WILLIAM, grocer, East Moulsey. Pet. March 13. March 30, at two, at office of Sol. Bradley, Mark-la, London
ATHERTON, EDWARD, lithographer, Manchester. Pet. March 12. March 31, at three, at office of Sols. Sale, Shipman, Seddon, and Sale, Manchester
AUSTIN, JAMES WITHERS, grocer, Bristol. Pet. March 11 March 25, at eleven, at office of Sol. Williams, Bristol
BACK, JOHN, baker, Ashford. Pet. March 12. March 31, at two, at offices of Sols. Hallett, Creery, and Furley, Ashford
BARKER, HENRY RANDALL, foreman to a farmer, Bendish. Pet. March 13. March 30, at three, at office of Sol. Bailey, Luton
BARTON, FRANCIS, cab proprietor, Boston. Pet. March 14. March 28, at eleven, at offices of Sol. Dyer, Boston
BARROW, WILLIAM, joiner, Sunderland. Pet. March 11. April 2, at eleven, at office of Sol. Pinkney, Sunderland
BIDDLE, GEORGE, draper, Birmingham, and Hednesford. Pet. March 12. March 31, at twelve, at the Great Western hotel, Birmingham. Sols. Webb and Spencer, Birmingham
BIGNALL, SAMUEL, ollman, Hackney-rd. Pet. March 12. March 31, at three, at office of Sol. Brunskill, Great James-st, Bedford-row
BLOWERS, WILLIAM, plumber, Carlton Colville. Pet. March 11. March 31, at twelve, at office of Sol. Sergo, Lowestoft
BONA, EVAN, bootmaker, Mountain Ash, par. Llanwonno. Pet. March 11. March 20, at two, at office of Sol. Beddoe, Aberdare
BOWDEN, WILLIAM HENRY, carriage manufacturer, Lamb's Conduit-st, Holborn. Pet. March 12. March 31, at twelve, at the Guildhall Coffee-house, Gresham-st. Sol. Rixworthy, Lime-street
BROOSHOOFT, WILLIAM EDWARD, clerk in the Duchy of Cornwall office, Upper Sunbury. Pet. March 11. March 30, at three at Hudgett's offices, 37, Gresham-st, London. Sol. Gray, Gresham-st, London
BROWN, JOHN, grocer, Bedlington. Pet. March 13. March 30, at two, at office of Sols. Messrs. Joel, Newcastle-upon-Tyne
BULLIVANT, THOMAS, builder, Great Suffolk-st, Southwark, and Ledbury-rd, Bayswater. Pet. March 12. March 27, at three, at the Bridge House hotel, Borough High-st, Southwark. Sols. Harris and Finch, Bridge-chmbs, Borough High-street, Southwark
BURRILL, JOHN, tea merchant, Manchester. Pet. March 13. April 1, at three, at office of Sols. Addleshaw and Warburton, Manchester
BURTON, MARY, schoolmistress, Maidstone. Pet March 12. March 30, at three, at office of Sol. Menpes, Maidstone
CAMPBELL, EDWARD, eating-house keeper, Ravensthorpe. Pet. March 12. March 27, at three, at offices of Sol. Ibberson, Dewsbury
CASPARI, LEOPOLD, importers of fancy goods, Canonbury-rd, Islington, and Chapel-st, Pinsbury. Pet. March 13. March 30, at three, at offices of Sol. Holmes, Eastcheap
CHAPMAN, JOHN, grocer, Southwold. Pet. March 12. March 30, at three, at Pearce's Rooms, Princes-st, Ipswich. Sol. Hill, Ipswich
CHILD, STEPHEN, carver, Cheltenham, Pet. March 12. March 30, at twelve, at office of Sol. Smith, Cheltenham
COX, JOSEPH WHITE, of no occupation, Winchester. Pet. March 11. March 30, at eleven, at office of Sols. Messrs. Wooldridge, Winchester
CRAVE, DAVID, tailor, Birminghm. Pet. March 13. March 30, at three, at office of Sols. Wright and Marshall, Birmingham
DAVENPORT, JOHN, jun., and BECK, AUGUSTINE, jun., earthenware manufacturers, Hanley. Pet. March 12. March 30, at eleven, at the County Court Office, Hanley. Sol. Tompkinson Burslem
DAVIS, JOSEPH, butcher, Blagdon. Pet. March 12. March 31, at three, at office of Sol. Webster, Axbridge
DONAGHY, HUGH, innkeeper, Whitehaven. Pet. March 14. April 7, at twelve, at office of Sol. Atter, Whitehaven
ELLIOTT, FREDERICK JAMES, printer, St. George's-circus, Blackfriars-rd. Pet. March 13. April 2, at two, at office of Sol. Layton, Suffolk-la, Cannon-st
FAULKNER, JOHN, brewer, Boston. Pet. March 12. March 28, at twelve, at office of Sol. Thomas, Boston
FOULKES, EDWARD, draper, Carnarvon. Pet. March 12. March 30, at two, at the Clarence hotel, Manchester. Sol. Allanson, Carnarvon
GIBSON, GEORGE, builder, Southall. Pet. March 12. March 30, at twelve, at the Guildhall Coffee-house, Gresham-st. Sols. Treherne and Wolferstan, Ironmonger-la, Cheapside
GOOCH, ROBERT, licensed victualler, High-st, Borough. Pet. March 11. March 27, at eleven, at the King's Head, High-st, Borough. Sol. Love, King William-st, London-bridge
GREGG, CHARLES, dealer in horses, Birmingham. Pet. March 9. March 25, at twelve, at office of Sol. Fallows, Birmingham
GRIFFITHS, MARY, butter merchant, Stepin, Pet. March 3. March 27, at ten, at the Guildhall, Carmarthen. Sol. Howell, Lampeter
HALLEN, THOMAS HUGHES, farmer, Gwernesney. Pet. March 12. April 7, at eleven, at offices of Sols. Williams and Co., Newport
HAMMOND, FREDERICK, wine merchant, Brentford End, Isleworth. Pet. March 11. April 1, at three, at the Incorporated Law Society, Chancery-lane. Sols. Messrs. Woodbridge, Clifford's-inn
HAMILTON, JAMES, draper, Newcastle-upon-Tyne. Pet. March 14. April 1, at eleven, at office of Sols. Ingledew and Daggett, Newcastle-upon-Tyne
HILL, SAMUEL, cabinet manufacturer, Bethnal Green-rd. Pet. March 7. March 24, at twelve, at office of Sol. Vickers, Southampton-bldgs, Holborn
HIPKINS, DAVID, and HIPKINS, DAVID ALEXANDER, iron masters, Westbromwich. Pet. March 14. April 2, at two, at the King's Head inn, Birmingham. Sol Warmington, Dudley
HINCHCLIFFE, GEORGE, machine maker, Halifax. Pet. March 13. March 30, at twelve, at offices of Sol. Rhodes, Halifax
HORLOCK, ALFRED, farmer, Merton. Pet. March 6. March 27, at three, at office of Sol. Marshall, Lincoln's-inn-fields, London
HOY, WILLIAM, grocer, High-st, Wood-green. Pet. March 12. March 31, at twelve, at the London tavern, Bishopsgate-street-within. Sol. Phillips, Gray's-inn-sq
INNOCENT, FRANCIS, draper, Birmingham. Pet. March 13. March 28, at eleven, at office of Marries, accountant, Birmingham. Sol. Pointon, Birmingham
JACOBS, JOHN EDWARD, bedding manufacturer, Euston-rd, and Brook-rd, Junction-rd, Upper Holloway. Pet. Feb. 24. March 21, at three, at offices of Thwaite, accountant, 42, Basinghall-st. Sol. Fulcher, Basinghall-st
JAMES, WILLIAM, gas fitting manufacturer, Birmingham. Pet. March 11. March 27, at twelve, at the Hen and Chickens hotel, Birmingham. Sol. Hawkes, Birmingham
JONES, JOHN MORGAN, bootmaker, Aberdare. Pet. March 10. March 25, at one, at office of Beddoe, Aberdare
KAY, JAMES, confectioner, Oldham. Pet. March 11. March 27, at three, at office of Sol. Clegg, Oldham
KEEL, JOHN, builder, Ramsgate. Pet. March 13. March 30, at three, at 1, York-st, Ramsgate. Sol. Edwards, Ramsgate
KEEVIL GEORGE, out of business, South Newton. Pet. March 14. April 2, at three, at office of Sols. Cobb and Smith, Salisbury
LANDER, GEORGE WILLIAM, clothier, Drury-la. Pet. March 13. March 30, at two, at offices of Ladbury, Collison, and Viney, 99, Cheapside. Sols. Clapham and Fitch, Bishopsgate, Without
LINES, JOHN, fish salesman, Birmingham. Pet. March 12. March 28, at eleven, at office of Sol. Lewis, Birmingham
LOMNITZ, EDWARD JAMES, merchant, Manchester. Pet. March 14. April 2, at two, at the Clarence hotel, Manchester. Sols. Sale, Shipman, Seddon, and Sale, Manchester
LONG, JOHN CHARLES, grocer, Yarmouth. Pet. March 11. March 31, at one, at the Bucle hotel, Yarmouth. Sol. Urry
LLOYD, THOMAS EDWIN, chemist, Liverpool. Pet. March 13. March 30, at three, at office of Roose and Price, accountants, Liverpool. Sols. Masters and Fletcher, Liverpool
MANSFIELD, HENRY, cutler maker, Farnham. Pet. March 14. April 2, at two, at office of Sol. Eve, Tanfield-ct, London, and Aldershot
MILLS, WILLIAM EDWARD, corn dealer, Cheltenham. Pet. March 14. March 30, at eleven, at office of Sol. Chesshyre, Cheltenham
MITCHELL, MATILDA, trading under the name or style of Bond and Company bootmaker, Cardiff. Pet. March 9. March 27, at eleven, at 18, High-street, Cardiff. Sol. Morgan
NORTH, BENJAMIN, dry soap manufacturer, Huddersfield. Pet. March 14. April 2, at eleven, at offices of Sols. Messrs. Barker, Huddersfield
OWENS, BENJAMIN, and OWENS, OWEN, builders, Chester. Pet. March 13. March 30, at twelve, at the Queen Railway hotel, Chester. Sol. Churton, Chester
PALMER, ISAAC, upholsterer, Stockwell-st, Greenwich. Pet. March 12. March 31, at three, at office of Baggs and Co., 28, King-st, Cheapside. Sol. Bristow
PAYNE, LEVI, cab proprietor, Bristol. Pet. March 12. March 28, at twelve, at offices of Sols. Benson and Thomas, Bristol
PEPPER, WILLIAM, builder, Ipswich. Pet. March 13. March 31, at eleven, at office of Sol. Jennings, Ipswich
PETTIT, JOSEPH, corn dealer, Bury St. Edmunds. Pet. March 13. April 6, at two, at the Guildhall, Bury St. Edmunds. Sols. Messrs. Salmon, Bury St. Edmunds
PORTER, JAMES, pilot, Great Grimsby. Pet. March 13. April 2, at twelve, at Chapman's hotel, Great Grimsby. Sol. Mason, Great Grimsby
PURKISS, CHARLES WILLIAM, builder, Camden-st, Camden-town. Pet. March 13. April 9, at three, at offices of Sol. Holmes, Eastcheap
RAMSDEN, CHARLES, machine tool maker, Leeds. Pet. March 11. April 1, at eleven, at offices of Sols. Booth, Clough, and Booth, Leeds
RANDS, ELIJAH LESTER, ironmonger, Queen's-ter, Surbiton-rd, Kingston. Pet. March 12. March 28, at eleven, at offices of Sols. Messrs. Robinson, Basinghall-st
RENNECK, JOHN SEBASTIAN CHRISTIE, underwriter, Cornhill, and Lloyds. Pet. March 12. March 31, at eleven, at the Guildhall Coffee house, Gresham-st. Sols. Ingle, Cooper, and Holmes, City Bank-chmbs, Threadneedle-st
REYNOLDS, JOHN, grocer, Redruth. Pet. March 12. March 30, at half-past two, at office of Downing, solicitor, Redruth. Sol. Dendy, Redruth
RICHARDSON, SAMUEL, schoolmaster, Birmingham. Pet. March 14. March 31, at three, at office of Sol. Ansell, Birmingham
ROGERS, NOAH, quarrymaster, Trowbridge. Pet. March 10. March 26, at twelve, at the Court Hall, Trowbridge. Sol. Spackman, Trowbridge
RYDER, JOSEPH, butcher, Newcastle-under-Lyme. Pet. March 10. March 28, at eleven, at the Copeland Arms inn, Stoke-upon-Trent. Sol. Cooper, Congleton
SHELDON, ALFRED, beer retailer, Birmingham. Pet. March 12. March 28, at eleven, at office of Sol. Hodgson, Birmingham
SOFFE, RICHARD FOSTER, coal merchant, South Stoneham. Pet. March 12. March 27, at one, at the Crown hotel, Southampton. Sols. Lee and Best, Winchester
STEEDS, FREDERICK HERBERT, factor, Birmingham. Pet. March 12. March 27, at eleven, at office of Sol. Davies, Birmingham
TAYLOR, GEORGE, baker, Great Yarmouth. Pet. March 14. March 31, at twelve, at office of Sol. Rayson, Great Yarmouth
THORNTON, JOSEPH, grocer, Idle. Pet. March 11. March 28, at eleven, at office of Sols. Wood and Killick, Bradford
TUCKER, DOUGLAS ALEXANDER, grocer, Lee-st, Haggerstone. Pet. March 11. March 26, at ten, at Lowis's offices, 123, Chancery-la. Sol. Long, Blackfriars-rd
TYER, ALFRED, grocer, Dartford. Pet. March 11. April 2, at two, at the Chamber of Commerce, 145, Cheapside, London. Sol. Stopher, Coleman-st, London
WADE, ROBERT, grocer, Huddersfield. Pet. March 14. April 1, at eleven, at offices of Sols. Messrs. Sykes, Huddersfield
WAIGHT, JANE, lodging-house keeper, Bristol, Pet. March 13. March 31, at twelve, at office of Hancock, Triggs, and Co., Bristol. Sol. King
WALDEN, JOSEPH JOHNSON, hosier, Southampton. Pet. March 12. March 31, at three, at offices of Sol. Killby, Southampton
WARD, HENRY LEA, chemist, Middlewich. Pet. March 10. March 31, at eleven, at office of Sols. Coope, Middlewich
WARD, SAMUEL, butcher, Birmingham. Pet. March 11. March 27, at twelve, at office of Sol. Fallows, Birmingham
WEST, WILLIAM, draper, Ramsgate. Pet. March 12. March 30, at three, at office of Sol. Sturt, Ironmonger-la, London
WILCOCKS, ISAAC, victualler, Weston-super-Mare. Pet. March 13. March 28, at twelve, at offices of Hancock, Triggs, and Co., Bristol. Sol. Clifton, Bristol
WILSON, JOHN ATKINSON, gentleman, Alnwick. Pet. March 14. April 1, at two, at the White Swan hotel, Alnwick. Sols. Shum, Crossman and Crossman
WOOD, JOHN, provision merchant, Birmingham. Pet. March 14. March 31, at three, at the Great Western hotel, Birmingham. Sol. Walford
WOMACK, ELIJAH, cabinet maker, Masbrough. Pet. March 14. March 31, at eleven, at office of Sol. Willis, Rotherham

Dividends.

BANKRUPTS' ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Cousens, T. B. underwriter, second 9½d. (and 3s. 6½d. to new proofs) Paget, Basinghall-st.—*Finlay*, A. H. merchant's clerk, third 3s. 10½d. (and 14s. 1½d. to new proofs) Paget, Basinghall-st.—*Nunn*, R. R. auctioneer, second 1s. 3½d. (and 3s. 3½d. to new proofs) Paget, Basinghall-st.—*Page*, R. coal owner, fourth 3½d. Paget, Basinghall-st

Barrett, G. joiner, second and final 8½d. At Trust. B. Pickering, 8, Parliament-st, Hull.—*Briggs*, C. draper, first and final 20s. At office of J. Crowther and Co. accountants, Bank-chmbs, York-st, Manchester.—*Crossley*, J. jun., woolstapler, second and final 11½d. At Trust. J. P. Birtwhistle, Crown-st, Halifax.—*Death*, J. wheelwright, first and final 3s. 7 1-5d. At office of Ford and Lloyd, 4, Bloomsbury-sq.—*Fletcher*, G. butcher, first and final 3s At Trust. W. Smithson, 9, Grainger-st. Newcastle. — *Friskney*, J. M. grocer, 1s. At office of Hudson and Pybus, accountants, Mechanic's Institute, Stockton.—*Green*, J. jun. grocer, first 6s. 8d. At Trust. Lovewell Blake, Hall-quay-chmbs, Great Yarmouth.—*Landon*, E. S. draper, second and final 5d. At Trust. R. Minton, 2, Carey-la, General Post Office.—*Pope*, A. gunmaker, 3s. At Trust. W. Smithson, 9, Grainger-st, Newcastle.—*Salmon*, W. F. tie manufacturer, second 2s. At Trust. R. Minton, 2, Carey-la, General Post Office.—*Walker*, C. grocer, 2s. 6d. At Trust. J. C. Clegg, Bank-st, Sheffield.—*Wood*, A. stockjobber, 4s. At Trust. G. W. Challis, 12, Clement's-la, King William-st.—*Wood*, J. type founder, further 1s. At Trust J. P. Snell, 85 and 86, Cheapside.

INSOLVENTS' ESTATES.

Apply at Provisional Assignee's Office, Portugal-st, Lincoln's-inn, between 11 and 2 on Tuesdays.

Davis, J. gentleman, Carmarthenshire, fourth 1s. 5d.—*Mott*, C. auditor, Lancaster, sixth 8½d. — *Sturmer*, F. clerk, Howland-st, seventh (making 20s.) 1s. 4d.—*White*, T. R. statuary, Landport, third 1s. 3d.—*Edwards*, Rev. J. D. Rhosmedre, 2s. 7d.

Orders of Discharge.

Gazette, March 13.

HEWETT, EDWARD JAMES, builder, Rutland-ter, Abbey-rd, St. John's-wood

BIRTHS, MARRIAGES, AND DEATHS

BIRTH.

WARRY.—On the 14th inst., at 46, Norfolk-square, Hyde-park, the wife of George Deedes Warry, Esq., barrister-at-law, of a son.

MARRIAGES.

BROWNE—LUSH.—On the 14th inst., at St. Paul's Church, Avenue-road, J. H. Bulfour Browne, Esq., barrister-at-law, to Caroline Emma, fourth daughter of the Hon. Mr. Justice Lush.

DEATH.

BRADLEY.—On the 15th inst., at Blackheath, Henry Bradley, Esq., solicitor, aged 58, of Harcourt-buildings, Temple.

To Readers and Correspondents.

Anonymous communications are invariably rejected.

All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.

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NOTICE TO ADVERTISERS.

Next week the LAW TIMES *will be published on Thursday morning, therefore Advertisements for insertion must reach the Office by* 10 *o'clock.*

The Law and the Lawyers.

A VERY important question in bankruptcy with reference to what are "debts due in the course of his trade or business" (sub-sect. 5, sect. 15 Bankruptcy Act 1869), is reported by us to-day as having been decided by the LORDS JUSTICES: (*Ex parte Kemp; re Fastnedge.*) The debts in question were based upon certain marginal notes given by bankers when discounting bills deposited with shipping documents. Such bills are usually discounted to the extent of 70 per cent. and upwards, "marginal notes" being given as to the balance on the bills remaining due to the pledgors. The question was whether the sums held back by the banks were in the ownership and disposition of the persons entitled to receive them on the bills being honoured at maturity, and so passed to the trustee on the bankruptcy of such persons. Lord Justice JAMES, on the 20th inst., read the written judgment of Lord Justice MELLISH, who came to the conclusion that the word "due," as used in the Bankruptcy Act, means "payable," but that a debt is due although not immediately payable. It is clear that it would be absurd to hold that a debt which by its nature is payable at a future time is excluded from the list of debts due by or to a debtor. But where, as in the case of these marginal notes for balances, it is dependent on a contingency whether anything will ever be payable by the bankers there is no debt due, and it has therefore been held that such debts are not within sect. 15 sub-sect. 5, and no not pass to the trustee under the bankruptcy of the pledgors.

MR. W. FFOOKS WOODFORDE, who has been appointed to succeed Mr. GEORGE RUSSELL as Judge of the Derbyshire County Courts, was called to the Bar in 1844, and has hitherto practised on the Western Circuit and at Bristol. The two appointments to judicial office by the present Government have fallen upon gentlemen known almost exclusively as barristers localized on the Western Circuit.

A CORRESPONDENT puts forward a very pertinent inquiry as to the rights of trustees in bankruptcy to deal with the property of a bankrupt after his estate has paid 20s. in the pound. Is the trustee entitled to retain possession of the bankrupt's property in order to prosecute him? Our correspondent says "to compel a man to pay the costs of his conviction when he has been convicted is one thing; to put your hand into his pocket merely on the chance of getting him convicted is surely quite a novelty. What right beyond 20*s.* in the pound can the trustees, creditors, or the court have?" The answer appears to us to be sufficiently plain. It may very well be that a debtor endeavours by fraud to deprive his creditors of a certain proportion of his estate when in the whole it will pay 20*s.* in the pound. The fraud is detected, the property recovered, and 20*s.* in the pound paid. Is the trustee not to prosecute? If he is to prosecute, is he to give up possession of the means wherewith to pay his costs? It must be remembered that a prosecution is ordinarily directed on a *primâ facie* case being made out to the satisfaction of a court of bankruptcy, and that circumstance, and not the possible failure to obtain a verdict, is the circumstance which has to be looked at. If our correspondent's view were to be adopted, it would amount to this, that a debtor is never to be prosecuted save at the expense of his creditors, which could by no means be allowed. An alleged fraudulent debtor is doubtless in a more unfavourable position in this respect than defendants in criminal cases generally, but we see no means of relieving him. The instances in which an estate pays 20*s.* in the pound are, however, so rare that no large amount of alarm need be excited.

LAST week we protested against the practice of payment of Judges by the day, as illustrated by the case of the Chairman of the Second Court at the Middlesex Sessions. In our opinion, which we believe is that of the entire Profession, such a manner of payment for judicial services is even more objectionable than the amount. But what shall be said of the extraordinary condition which, in the Bill just introduced to Parliament, is attached to the receipt of even this paltry fee? It will scarcely be credited that the Bill expressly limits the Judge's remuneration to such days only "on which he sits and acts for not less than six hours in the court." Was anything more insulting to a Judge ever proposed to a Legislature? Not merely does it make him a journeyman, but it treats him as such, or rather subjects him to worse treatment. The journeyman bricklayer is paid for all the hours he works, and he receives double pay for overtime. But the journeyman judge is by this astonishing Bill—strange to say the first coming from a Conservative Home Secretary—not only compelled to work a certain number of hours or to forfeit his fees altogether if his work is curtailed by a quarter of an hour—while if he works for nine hours, as often he does, no addition is to be made to it. Mr. CROSS has been a Chairman of Quarter Sessions, and must well know the impossibility of measuring the work of a Judge like that of a bricklayer. Trials are of uncertain length. They cannot by any contrivance be made to fit exactly six hours. If this ridiculous provision should become law, what will be the consequence? If the Judge adjourns for luncheon he loses his fee. If a trial ends at half-past three o'clock, and there is no case that will not occupy less than three or four hours, as occurs continually, he must forfeit his fee or take a case and sit nine hours and receive only the pay of six. If for the accommodation of witnesses and to save costs to the prosecution it is desired to appoint a case for trial on a special day, the unfortunate Judge will not be paid for that day's work unless the trial lasts for six hours. There is no end to the inconveniences it will occasion and the injustice that will be done. If the object be to prevent needless protraction of business, the right course will be to pay by a salary. But some confidence must always be placed

in the honour of public officers. The Judge who would needlessly lengthen work because he is paid by the day would be unworthy of the office. We are reluctant to believe that the new HOME SECRETARY was aware what he was approving when he placed his name upon the back of this unprecedented Bill. If he did so, it is of evil omen for the conduct of the Home Office under its new *régime*. Such a measure might have been looked for from Mr. LOWE; it is altogether unworthy of Mr. CROSS. We hope, indeed, that it was his inheritance, and not his offspring. If so it be, we are sure that his attention has but to be called to it to secure the summary excision of the objectionable provision, which, though applicable to two Judges only, is not the less an insult to all Judges.

THE Bill which is to deal "with such parts of the Acts (*sic*) regulating the sale of intoxicating liquors, as have given rise to complaints which appear to deserve the attention of Parliament," must needs be a marvel of legislative skill, if it is not make confusion worse confounded. The complaints of the publicans are well known; they have been summarised, published, and put forward by a deputation whose claims included a uniform hour of closing, the abolition of orders of exemption, the power of entertaining friends after closing hours, the mitigation of the oft-recurring clause as to recording a conviction upon a licence (the sting of the late Act), and the extension of licensing restrictions to grocers. It is impossible to say that these claims, put forward as they are by persons thoroughly conversant with the subject, do not deserve the attention of Parliament; whether or not and how far they call for legislation is another question. Add to them the complaints of the valuation clauses on the part of the holders of wine and beer licences, the complaints on the part of teetotallers that the recent Act did not go far enough, and last though not least the complaints from the Bench that the licensing Acts are very difficult to understand, and it will then be seen that it will be no easy task to make all things plain. As further legislation of some kind is now determined on, we hope that it will include the repeal of the minimum penalty of *1l.* under sect. 67 of the Act of 1872, which, singularly enough, does not appear to have been asked for by the licensed victuallers themselves. The power to impose a nominal penalty in trivial cases would render it no longer possible for magistrates to dismiss informations in spite of the clearest evidence in support of them, or to give out beforehand that they "would not convict" if such and such an offence were brought before them, or to disregard the law by imposing less than the minimum penalty. Indeed, we doubt whether the simple repeal of sect. 67 would not be a sufficient amendment of the law at present, unless indeed consolidation be attempted, in which case the name of the desirable amendments is legion, simply from a legal point of view. Unless it be of the simplest kind we fear that any measure short of a consolidating one is likely to create new difficulties of construction without solving the old ones.

BY a singular coincidence, the *Times* of Saturday last contained notices of two remarkable cases of alleged conspiracy. Of the one, the charge of conspiracy to hiss an actress off the stage, we believe the law to be undoubted, that this is a common law conspiracy. There is, in fact, a familiar case precisely in point. The law of the Burnley case, on the other hand, in which union workmen were charged with a conspiracy to induce non-union workmen to break their contracts with employers whose practice it was to employ non-union men alone, to the serious damage of those employers, is in a state unsatisfactory and obscure to the last degree. There is much force in the contention that "the two streams of common law and statute law have been brought into one, and that the only offence of molesting and obstructing is that interpreted so precisely by the Criminal Law Amendment Act 1871," but Baron AMPHLETT let in the whole stream of common law under cover of the words "nothing shall prevent any person from being liable under any Act or otherwise," and we can hardly dispute the correctness of the ruling. Nevertheless, we should like to see some strong judicial construction of the proviso that "no person shall be liable to punishment for conspiring to do any act on the ground that such act tends to restrain the free course of trade." Is this proviso applicable to the facts of the Burnley case, and if not, why not? It is, we think, much to be regretted on public grounds that the jury had to be discharged without giving a verdict, thus preventing the law of the case from being solemnly decided by the Court of Criminal Appeal. The judgment of that court would have formed an admirable text for the report of the recently constituted Royal Commission to examine into the working of the Master and Servant and Criminal Law Amendment Acts. To know the law is the first step towards amending it, if it is to be amended. *Apropos*, it is a sad pity that so many of the influential leaders of the union party have decided upon the policy of having "nothing to do" with the Royal Commission. Such a policy is open to the criticism that those who wish to shut out evidence are not themselves prepared with such a body of evidence on their side of the question as would justify an alteration of the law. Quite independently, however, of the proposed investigations of the Commission, we think that it is highly desirable to codify the law of conspiracy at once. A Bill for this purpose, one of the most valuable measures of the late Government, was unfortunately introduced too late last session to admit of its being passed. The codification of the general law of conspiracy need not be complained of as being directed against a special class, but could and should be effected in a bill containing no mention of either "master" or "servant," "employer" or "employed."

THE existence of local courts of record, in districts where there are County Courts, is undoubtedly an anomaly. Provision will doubtless soon be made for consolidating the jurisdictions, and in the City of London, as well as in the country, it would be greatly to the advantage of the public that the practice in all courts of law should be uniform. These remarks are suggested by a case which has reached us from Oswestry, where it appears there is a court of record presided over by a recorder. In the case in question the only question which the recorder had to decide was one of costs, he having a right to certify much as a Judge in the Superior Courts of Common Law. The debt was admitted, but the recorder, nevertheless, certified, the consequence being, apparently, that whereas a few shillings would have been the extent of the defendant's liability for costs in the County Court, he has been ordered to pay £7 5s. 10d. as taxed costs on a debt of £1 3s. This, doubtless, is an enormity, but the defendant had brought the calamity upon himself by keeping his creditor at arms' length for several years. On this ground (certainly somewhat novel) the Judge certified. But it is really not surprising that any court should be selected by attorneys in preference to the County Court. An Oswestry attorney, speaking of this case, gives an instance of the injustice which is inflicted by the present scale of charges in County Courts. "I once had," he says, "a County Court case of demurrage, where the amount claimed was between £10 and £20. I conducted the case on the hearing; judgment was reserved. Next court day I went to hear it; it was against me on a point of law. The Judge was wrong, and the following court day I moved successfully for a new trial. The arguments on the new trial took me a day or two to prepare, and two hours to deliver. Next court the Judge reversed his decision on the point of law, and I had judgment; but all the costs I could get out of the other side towards my own charges were 15s.! So that instead of handing the sum recovered over to my client untouched—as one ought to have been able to do—it had to be sweated to pay my own fee." This is certainly the practical consequence of the statutory regulations. Whilst, therefore, we think that jurisdictions should be uniform, professional allowances ought to be placed upon a just and sensible basis.

THE relations between the Bench, the Bar, and the public are daily becoming more delicate, and the scoldings which the heads of the Profession frequently receive from the Press are, in our opinion, of very doubtful expediency. The learned Judge who is the last offender against the journalistic code of judicial propriety is Vice-Chancellor Sir RICHARD MALINS, who, having a case of gross hardship and injustice brought before him wrapped up in a technicality, was bold enough to condemn the injustice whilst deciding the point of law raised for his determination. The journal whose wrath was excited to the most remarkable degree was the *Pall Mall Gazette*. The opinion emanating from this periodical has been adopted by quotation in the *Times*, which makes it the more important, and it is to the effect that the conduct of the Judge was discreditable to the administration of justice. It is no special duty of ours as a legal journal to defend our Judges; but of all critics in the Press the one least entitled to express its views on the decision of the demurrer in the case of *Dr. Hayman* is the *Pall Mall Gazette*. Never, probably, was there a more excessive use of the power of the press than that of which the *Gazette* was guilty in writing Dr. HAYMAN out of Rugby, and in considering its estimate of the Vice-Chancellor this must be borne in mind. By press persecution to crush a man, and then to object to an honest judge expressing natural feelings of indignation when he has the opportunity, evinces a spirit which disqualifies a writer from acting as a critic, as much as Dr. TEMPLE's prejudice disentitled him to sit as a judge on Dr. HAYMAN. But in what sense is Sir RICHARD MALINS's conduct "discreditable to the administration of justice"? He ought not, we are told, to have suggested a compromise; he ought not to have expressed a wish that the defendants should abandon the demurrer in order that the case might be heard on the merits; he ought not (his suggestion being rejected) to have said that he considered Dr. HAYMAN hardly used, or that Dr. TEMPLE had offended in any sense, if he had not acted corruptly; in short, that the point raised being one of pure law, the governing body were entitle to be spared all punishment in the shape of judicial condemnation because they had availed themselves of a technical defence. Is, then, a free expression of opinion by a Judge with reference to facts alleged in a bill which are admitted by a demurrer to be true, "discreditable to the administration of justice," the party demurring having thereby declined to give any version of the facts whatever? That this

proceeding on the part of a Judge may not be quite consistent with the strict administration of technical law, we might admit, but that it is any offence against the proper administration of "justice" we deny. A very analogous case is that of *Osgood* v. *Nelson*, in which a deserving officer of the Corporation of the City of London, was arbitrarily dismissed under powers conferred by a private Act of Parliament. There the point simply was whether the Corporation had the arbitrary power claimed. In deciding, on an application for a *mandamus*, that they had the Court of Queen's Bench (more particularly the LORD CHIEF JUSTICE), did not consider it discreditable to the administration of justice to express sympathy with the dismissed officer, and to reflect somewhat strongly on the Corporation. Every one who goes into Vice-Chancellor MALINS's Court knows that he may there find something more than naked law administered. The VICE-CHANCELLOR hates all iniquity and unfairness. Nine times out of ten the expression of his indignation does infinite good, and we are disposed to think that in the result this is the effect of his comments and judgment in the case of Dr. Hayman.

THE ARBITRARY POWERS OF PUBLIC BODIES.

RECENT experiences show that it is quite possible for great public bodies to exercise vexatiously the powers which Parliament has seen fit to confer, and a question which seems likely to come forward prominently is whether and under what circumstances individuals should be shut out from the ordinary remedy of an appeal to the courts of the country. It is hardly possible to believe that the advisers of Dr. Hayman in his proceedings against the Governing Body of Rugby School, felt any confidence, that failing to establish that that body had acted corruptly in dismissing him the Court of Chancery could interfere. The provisions of the Public Schools Act of 1868 are exceptionally clear. The 12th section says that "the head master of every school to which this Act applies, shall be appointed by and *hold his office* at the pleasure of the new Governing Body." The New Governing Body did not appoint Dr. Hayman, but they did decide that he should not hold office.

It is plain enough that the only arguable question was whether the two members of the Governing Body complained of by Dr. Hayman, namely, Dr. Temple and Dr. Bradley, were disqualified as members of a governing body sitting upon his case, and undoubtedly it is important to consider from this point of view when a person exercising a judicial or quasi-judicial office is incapable of acting. The Court of Queen's Bench, in the *Queen* v. *Rand* (L. Rep. 1 Q. B.) said at pp. 232, 233, that "wherever there is a real likelihood that the Judge would from kindred or any other cause have a bias in favour of one of the parties, it would be very wrong in him to act; and we are not to be understood to say that where there is a real bias of this sort this court would not interfere." But they add that *Reg.* v. *Dean of Dorchester* (17 Q. B. 1) "is an authority that circumstances from which a suspicion of favour may arise do not produce the same effect as a pecuniary interest."

Now, in *Reg* v. *Rand* the persons complained of were justices of the peace, and in *Reg* v. *Dean of Dorchester* a schoolmaster contended that a visitor of a school, whom the schoolmaster had abused in a publication, had no right to sit in judgment upon and dismiss him. In each case, however, the act complained of was sustained, and the case of Rugby School is certainly not stronger than those on the side of the dismissed master. It would be going very great lengths to say that a body exercising judicial functions should not be allowed to entertain strong individual views of a servant whom they may be called upon to pass judgment upon, and if the principle of disqualification, on the score of interest or bias, were applied to such a case, it might be very difficult to know where to stop.

As regards the controlling influence of the courts of common law by *mandamus*, we have no doubt that nothing short of pecuniary interest, or something distinctly analogous, will call for its exercise over a body which is given arbitrary powers by Act of Parliament; and the case of *Daugars* v. *Rivaz* (23 Beav. 233), shows, with sufficient clearness, the only conditions under which a court of equity would feel called upon to review the decision of such a body. The Master of the Rolls found that between the governing body of the French Protestant Church in London and the pastor a trust existed, that the latter might compel the execution of the trust in his favour, and, being dismissed, claim to be reinstated. There the question was as between the jurisdiction of the Court of Chancery and a common law court, and the existence of the trust decided the case in favour of the jurisdiction in equity. Therefore where a trust exists or there is a corrupt exercise of statutory power, a jurisdiction vests in the Court of Chancery. But even where there is a trust it is easy for trustees to make their servants enter into express agreements to submit to arbitrary dismissal. The elders and deacons of the French Protestant Church adopted this course when the difficulty arose in *Daugars* v. *Rivaz*, and thus took themselves out of the jurisdiction of the courts. The Master of the Rolls observed that the result of such a proceeding was to give the elders and deacons absolute control over the minister, both as to conduct and doctrine, and this without the control or possibility of interference on the part of the congregation. "Such an authority," he said, "if recklessly exercised (and all uncontrolled authority is liable to be so) might wholly subvert the objects and purposes for which this institution was founded." This is an argument against giving uncontrolled power to any governing body whatsoever, but general expediency points in the other direction. It is a common observation that hard cases make bad law, and it is a subject for congratulation that largely as the Vice-Chancellor sympathised with Dr. Hayman, he did not allow himself to be carried outside the settled principles which limit his jurisdiction.

SEARCHES, INQUIRIES, AND NOTICES.

(*Continued from p.* 341.)

FREEHOLDS.

THE searches to be made when freeholds in possession or reversion, or any legal or equitable estate therein, are being dealt with are for judgments, writs of execution (except in cases of equitable estates not entitling the owner to the whole of the profits), *lites pendentes*, crown debts, annuities, rentcharges, improvement charges, bankruptcies, insolvencies, composition deeds, and liquidations by arrangement. The state of the title or the smallness of the property may, however, render some of the searches unnecessary. In previous papers we have shown against whose names the several searches should be made. Inquiries should be made of the tenants as to the terms of their holdings, and whether they have any further interest in the property or are aware of the claim of any person other than the vendor or mortgagor. Inquiries should also be made as to easements affecting the property, and particular care must be taken to see that all succession duties have been duly satisfied, or in the case of the purchase of the reversion due regard must be paid to the effect of the recent decision of *The Solicitor-General* v. *The Law Reversionary Interest Society* (29 L. T. Rep. N. S. 769; L. Rep. 8 Ex. 233). If the deeds are not in the custody of the vendor or mortgagor it must be ascertained that they are in the hands of persons entitled to retain them, and that such persons have no claim upon the property being dealt with. In register counties a search should be made at the register office, to see that all documents of which the purchaser or mortgagor is aware have been registered, and that nothing else affecting the property has been registered, and as soon as possible after completion a memorial of the conveyance or mortgage should be registered.

FREEHOLD MANORS.

Although, perhaps, not always usual, we would suggest, in addition to the above searches and inquiries, that a strict search should be made of the court rolls of each manor in order to ascertain that no copyholds exist of which the purchaser or mortgagee has not been informed, and that the existing copyholders of whom he is aware have no privileges other than those ordinarily attaching to their estates.

To show the importance of a search of the court rolls we quote the following case, which, although entirely supposititious, is founded upon the facts of a case which recently happened within the writer's knowledge. In the year (say) 1790, a settlement was made by A, whereby the manor of Whiteacre and certain freehold lands in the parish of X. were limited to A. for life, with remainder to B. (his son) for life, with remainder to the first and other sons of B. in tail, with remainder to C. in fee. The manor then included a large quantity of land held by copyholders, the interest of the whole of whom A. purchased and caused to be surrendered to a trustee for himself. A. also purchased some freehold land in the parish of X., which was conveyed to himself. A. died in 1825, having by his will, made shortly before his death, devised all estates held by or in trust for him to similar uses to those declared by his settlement of the Manor of Whiteacre. Upon A.'s death B. entered into possession and received the rents until his death in 1865, when D., his only son, entered into possession, and immediately executed a disentailing deed, which was duly enrolled in Chancery. After being in possession some years, D. contracted for the sale of the whole of the property as freehold, and the purchase was duly completed. D. died without issue a short time after completion, and by an accidental search of the court rolls it was discovered that the entail in the copyholds which had never been merged had not been barred, and consequently that under A.'s will C. was entitled to them.

LEASEHOLDS.

The searches and inquiries will be the same as in the case of freeholds, except that no search need be made for judgments. In addition, it must be ascertained that all the lessee's covenants have been performed or waived by the lessor, and that sufficient probate duty has been paid upon all the testator's estates, of which the leaseholds formed part. In some cases the assent of the lessor is necessary to any assignment, and in others notice of every assignment has to be given to the lessor, or the assignment has to be registered; the requirements (if any) of the particular lease must of course be properly complied with. In dealing with a lessee's fixtures, where the lessee is in possession, search should

be made for bills of sale, and a mortgage, or post-nuptial settlement, of such fixtures should be registered as a bill of sale.

COPYHOLDS.

In dealing with lands of this tenure the principal search will be of the court rolls of the manor of which the lands are holden. The search will show what surrenders and admissions have actually taken place, and what charges (if any) affect the property, and it will also show what (if anything) is required to be done to complete a sale or mortgage, or to prevent a forfeiture by force of any special custom of the manor, and also what the customs generally are. Unless the purchaser or mortgagee, or his solicitor has notice of any judgment, it is unnecessary to search for judgments and writs of execution, but with the exception of Crown debts, for which no search need be made, the other searches and inquiries above suggested with reference to freehold property should be made.

INNS, PUBLIC HOUSES, &c.

The provisions of the Licensing Act 1872 (35 & 36 Vict. c. 94) must not be lost sight of when dealings take place with licensed houses. After providing that upon conviction for certain specified offences, a record of the conviction is to be endorsed upon the offender's licence, sect. 30 provides that upon a subsequent conviction after two convictions have been recorded on the licence, it shall be forfeited, and the premises, in respect of which the licence was granted shall, unless the court having cognizance of the case in its discretion thinks fit otherwise to order, be disqualified from receiving any licence for a term of two years from the date of such third conviction. With respect only to the convictions of persons who after the passing of the Act (10 Aug. 1872) become licensed in respect of premises, the 31st section provides (1) that the second and every subsequent conviction recorded on the licence of any one such person shall also be recorded in the register of licences against the premises; (2) when four convictions (whether of the same or of different licensed persons), have within five years been so recorded against premises, those premises shall, during one year, be disqualified for the purposes of the Act; (3) if the licences of two such persons licensed in respect of the same premises are forfeited within any period of two years, the premises shall be disqualified for one year from the date of the last forfeiture. For the owner's protection, however, sect. 56 provides that where the tenant is convicted of an offence the repetition of which may render the premises liable to be disqualified from receiving a licence, the justices' clerk is to send a notice of the conviction to the owner. Where an order of the court has been made declaring premises disqualified, notice is to be served upon the owner, if not the occupier, with a statement that a petty sessions will be held when and where specified, at which the owner may appeal against the order on all or any of the following, but on no other grounds: (*a*) That notice of the prior offence had not been served upon him; or (*b*) that the tenant held under a contract made prior to the commencement of the Act, and that the owner could not legally have evicted the tenant in the interval between the commission of the offence, in respect of which the disqualifying order was made, and the receipt by him of the notice of the immediately preceding offence, which on repetition renders the premises liable to be disqualified; or (*c*) that the offence in respect of which the disqualifying order was made occurred so soon after the receipt of such last-mentioned notice, that the owner, notwithstanding he had legal power to evict the tenant, could not with reasonable diligence have exercised that power in the interval which occurred between the said notice and the second offence. Upon the owner satisfying the court that he is entitled to have the order cancelled on any of the above grounds, the court must direct the order to be cancelled, and it thereupon becomes void. The justices are to make rules, in pursuance of which any person other than the owner interested in any licensed premises as mortgagee or otherwise, is to be entitled, upon payment of a fee to be fixed by the rules, to receive from the justices' clerk a similar notice to that sent to the owner.

In *Mow* v. *Hindmarsh* (28 L. T. Rep. N.S. 644, Ex.), it was held that upon the letting by parol of a public house, a covenant by the lessee to use the premises in such a manner as not to cause a forfeiture of the licence could not be implied. Care should be taken in framing such leases to insert such a covenant, as well as a power of re-entry upon the first conviction for a recordable offence after a previous order for indorsement on the licence had been made, and the owner must be diligent in availing himself of his power so as to enable him to take advantage of an appeal in case a third conviction speedily followed the second. In cases of sales or mortgages the register of licences at the justices' clerk's office, should be carefully searched, and a mortgagee should avail himself of the clause under which he can have sent to him notices of convictions. A purchaser should see that his name was recorded as owner in lieu of that of his vendor. In case the mortgagor is also the tenant the mortgage should contain a power enabling the mortgagee, in the event of a second recorded conviction, to enter upon the premises and evict the mortgagor, notwithstanding that no principal or interest money is then, or has, in fact, become due.

(To be continued.)

WHEN ARE JUDGMENTS CHARGES ON LAND.

THE anomalies of the law relating to "judgments," so forcibly pointed out some years ago in a report of a committee of the Law Amendment Society,—the anomaly that a sheriff should be obliged to fold his arms, when property, which he is told to extend, turns out to be an equity of redemption, and to say he knows nothing about it; that the judgment creditor should, after finishing his action at law, have to begin again a new suit in equity to enforce his judgment; that a court of law should be unable to *enforce* charging orders which it is expressly empowered to *grant;* that sheriffs and receivers should oftentimes come into unseemly collision—are such as may, and we hope will, be cured by the Judicature Act; but it will not be able, we fear, to cure the evil and confusion which has arisen from the provisions of the Judgment Acts Amendment Act (27 & 28 Vict. c. 112), that a judgment shall not "affect land till actual delivery thereof in execution."

A notable instance of this has recently occurred on appeal from Vice-Chancellor Malins, before the full Court of Appeal in Chancery, in the case of *Hatton* v. *Haywood* (Weekly Notes, Nov. 15, 1873 and Jan. 24, 1874), which we noticed shortly a few weeks since. A judgment debtor had, at the date of the judgment, legally mortgaged his land, and afterwards became bankrupt. The judgment creditor, who had issued an *elegit* on which the sheriff returned "nihil," brought his bill against the trustee in bankruptcy, praying a declaration that the judgment was a lien on the land in mortgage. The trustee put in a demurrer for want of equity, which the Vice-Chancellor allowed; and his decision was upheld by the Court of Appeal, the reason given being that an equity of redemption not being extendible, the judgment could not be enforced in equity, until the legal obstacle of the mortgage had been removed. The course for the creditor to pursue, the Lord Chancellor (Selborne) said, was to redeem the mortgage and then come and petition for sale. Now, putting out of view for the moment the effect of this decision upon the earlier law and authorities upon the subject, we see what an inconvenience might arise in practice, not to say injustice, under this state of circumstances. The mortgagee might claim six months to be redeemed in, during which time the debtor might make a second mortgage, the second mortgagee might give notice of it to the judgment creditor, and it is difficult to see how he could help acquiring priority over him. The judgment creditor had not lent his money on the credit of the land, and would therefore have no right to tack his judgment to the first mortgage. And we are told this difficulty has actually arisen in practice since the decision in *Hatton* v. *Haywood*.

Now the first question that occurs to us is, what effect the 27 & 28 Vict. c. 112, has on the earlier statute, *i.e.*, on the 1 & 2 Vict. c. 110. Vice-Chancellor Malins—in answer to the argument pressed on him in another case, that notwithstanding the 27 & 28 Vict. the judgment creditor has an interest in land by virtue of his judgment, because 1 & 2 Vict. is not repealed—has said, that, as the two Acts are inconsistent with each other, and cannot stand together, the earlier Act is virtually repealed by the latter: (*Earl of Cork* v. *Russell*, L. Rep. 13 Eq. 215; 26 L. T. Rep. N. S. 230); whilst the late Master of the Rolls, speaking less positively, thinks a strict construction of the words "actually delivered" in different parts of the later Act raises serious doubts whether sect. 13 of 1 & 2 Vict. c. 110 (which first made judgments an equitable charge on land) has not been repealed; or, if not, how far it is reconcileable with the provisions of 27 & 28 Vict. (*Padwick* v. *Duke of Newcastle*, L. Rep. 8 Eq. 700; 21 L. T. Rep. N. S. 343). That was a case in which the plaintiff, a shrewd and well-known solicitor, appears to have miscarried in his attempt to enforce his judgment against a leasehold of which the defendant was equitable tenant for life, on the ground that it was not a case of simple trust, which is the only equitable interest in land which is extendible, and that he had issued a *fi. fa.* instead of an *elegit*, whereas the only cases in which sect. 11 of 1 & 2 Vict. gives the judgment creditor a remedy at law, are those in which he has sued out an *elegit*. On the other hand Lord Hatherley, then Vice-Chancellor Wood, in *Re Cowbridge Railway Company* (18 L. T. Rep. N. S. 102; L. Rep. 5 Eq. 416) thought "it could not have been intended that all the remedies given by 1 & 2 Vict. should be swept away" (by 27 & 28 Vict.) "by a sidewind."

Another question which has arisen, and on which there seems a conflict of opinion between different branches of the court, is as to the necessity of making judgment creditors parties to a foreclosure suit, the Master of the Rolls having held that such creditors who have not issued execution are (*Mildred* v. *Austin*, 20 L. T. Rep. N. S. 939; L. Rep. 8 Eq. 220), and Vice-Chancellor Malins having held that they are not, necessary parties: (*Earl of Cork* v. *Russell* (*ubi sup.*), in the report of which, it should be observed, there is an error in a head-note). We hope, however, that this conflict may be guarded against for the future by the rules of procedure now being framed under the Judicature Act.

A third, and perhaps more important question is, what is an "actual delivery in execution by virtue of a writ of *elegit*?" Lord Hatherley thinks it "very difficult to give any meaning to those words," and so, we confess, do we. And again: "There is some difficulty," said that learned Judge, "in knowing what the Legis-

lature meant by saying that the land must be absolutely" (the word of the Act is 'actually') "delivered in execution." Now the first thing, and perhaps the only thing, which is clear in the whole matter is, that the word "actual" is not to be taken in its literal signification, and does not mean "actual," and that the delivery of an acre is a different sort of delivery from the delivery of a chair or any other purely personal chattel. For how can, for instance, incorporeal hereditaments, which are "lands" within 27 & 28 Vict. (see sect. 2), or a trust of land, where the possession is in the trustees, be "actually delivered" in that sense? "Actual" is a word often occurring in modern legislation and in private instruments, and several decisions have turned upon it, *e.g.*, in the construction of executory trusts (see *Lord Scarsdale* v. *Curzon*, 1 J. & H. 40; *Hogg* v. *Jones*, 32 Beav. 45), though it has nowhere, so far as we are aware, been defined, as assuredly it ought to be.

Vice-Chancellor Giffard was of opinion that the priorities of judgment creditors *inter se* against the land are ascertained according to the dates at which the writs are placed in the sheriff's hands (*Guest* v. *Cowbridge Railway Company*, 18 L. T. Rep. N. S. 871; L. Rep. 6 Eq. 619), which shows that they affected the land, in his opinion, prior to delivery thereof, and the decree in *Mildred* v. *Austin*, which, like *Hatton* v. *Haywood*, was a case in which land was in mortgage at the date of the judgment, declared that the defendants, the judgment creditors, acquired a charge on the lands comprised in the mortgage from the time they had performed three acts, viz., issued the writ, placed it in the sheriff's hands, and procured a return to it. But if the return be *nihil*, as it would be where the debtor's interest is only an equity of redemption, we do not see how the return can give them any interest. They have, however, a right to remove a legal obstacle, *e.g.*, to redeem, upon putting the writ in the hands of the sheriff, and before the return. They had this right under the old jurisdiction prior to 1 & 2 Vict., and it is not taken away by the recent Act, as the Court of Appeal admitted in *Hatton* v. *Haywood*. But if they had a right to redeem the land, it can only be by having an interest in the land, because those only may redeem who have such an interest (2 Cruise Dig., 4th edit., 104), and a demurrer for want of equity would lie to a bill by a party having no such interest, and that interest can be nothing short of a lien or charge, and, if so, it is difficult to understand the law which enacts, that the security shall only first affect the land upon an event, such as delivery long subsequent, it may be, to the date of the judgment.

In short, the matter is full of difficulty, and of frequent occurrence, and can, we believe, only be cleared away by a comprehensive code or digest of the whole law of judgments, both statutory under the Acts of the Queen, and otherwise—that is, under the old jurisdiction as it existed previous to those statutes.

We may notice that within the last few days the doctrine in *Hatton* v. *Haywood* has received confirmation by the Court of Appeal in another case, *Re South* (*Times*, March 17, 1874; Weekly Notes, March 21, 1874), with reference to the subject of a remaind r in land.

LAW LIBRARY.

The History of the Common Law of Great Britain and Gaul. Part I. By PYM YEATMAN, Esq., Barrister-at-Law. London: Stevens and Sons.

THIS is the first instalment of a work of apparently a similar character to Reeves' History of the English Law. Of works of this class it is difficult to form a just opinion until the whole is presented to the reader, and always ungrateful to form a hostile one, because, whatever their demerits, they are monuments in a way of considerable industry. The present work, however, cannot be read without serious doubts arising that its excessive originality will disqualify it for a very wide success. Its scope is the investigation of the ancient law of the Ancient Britons, with a view to establishing that the Roman Civil Law was in a great measure derived from it. The author is sanguine that the result of his lucubrations will be considerably to affect the modern decisions of the judges upon numerous points (p. 7). Whether such anticipations are well founded is not a matter for present speculation; but until the author more firmly establishes upon authentic evidence the facts which support his main theory of the origin of the civil law, his conclusion on the subject of the origin of that law will probably rank with another conclusion at which he arrives, p. 59, viz., "that they (*i.e.*, the Druids) had retained the science of the Noachidæ and must, in fact, have been the direct descendants of that son of Noah whose issue it is conjectured settled down on this portion of the globe," &c. A conclusion not more ridiculous, however, than the fable of Brute the Trojan, which many historians condescend to notice, and which our author condescends to believe (p. 51), on the ground that Homer and probabilities establish it. A large amount of learning is undoubtedly displayed by the present work, and also considerable skill in the art of writing lucidly, which ought to be employed more profitably than in advocating the most hopeless of newly-invented theories. On many questions, a superficial acquaintance with which is creditable, this work discloses much knowledge; but its conclusions, which are avowedly opposed to those of Maine, and certainly deviate widely from the positions maintained by the more accredited historians, are certainly unworthy of a laborious support, and incapable of a successful one. If this publication is to be continued, it will require a very careful rescension, for sometimes the author differs as widely from himself as from Freeman. Thus it is laid down (p. 79), "Britain must have become half Roman in its population," and at p. 77, "There is no reason, but the contrary, to suppose that the conquest of Britain by the Romans made any great change among the inhabitants"—two assertions which ought not to be left to the student to reconcile with one another. The necessity of asserting even by implication (p. 40) "that the ancient inhabitants of this country were the descendants of Japhet," "that (p. 54) Homer clearly referred to the Druids," and various other matters of a similar description, might also profitably be reconsidered on a rescension. On the same occasion expediency might suggest that the main theory of the work does not pledge the historian to go so far as to declare (p. 63) that the ancient Britons were superior in civilisation to their Roman contemporaries, and were "a nation of poets and philosophers, who had imparted the light of their learning to ancient Greece itself," and that declarations of such nature must be an obstacle to the success of any work which contains them. The theory which this history seeks to establish is sufficiently startling to awaken all the incredibility of mankind, and its acceptance will assuredly be rendered more difficult by being associated with many views which the world is in the habit of treating with ridicule.

We have already commended the volume from a literary point of view, and therefore there is less objection to pointing out a few of its demerits in point of style. It seems unnecessary in discussing the Venerable Bede (p. 5), to leave that respectable author and assert "that Protestants have lied to cover every iniquity," and to declare (p. 6) that people "worship themselves instead of truth," and "pervert history into lies." The historian would do well to avoid the monosyllable which expresses mendacity, and to abandon also the forcible feeble invective, which leads to the expressions, "shocking impositions" (p. 206), "trash and trumpery of *dilettanti*" (p. 7), and various similar phrases which are unfitting the dignity even of unsuccessful historical compilations. There is a style of invective which demolishes those views against which it is directed and does not damage the person who employs it. If, whenever the author requires the aid of passion and denunciation he would employ such invective, his language which is generally of considerable merit would be freed from blemishes which even a coarse and blunted fastidiousness must feel to be distasteful. Our candid opinion is that this history should not absorb any further labour; the positions which it seeks to establish have no practical interest and cannot excite much popular or professional curiosity; and if the historian desires to waste his labour upon a work of the nature of this one, he will find a wider audience and an equally good subject if he turns to the famous question which has been for a long time before minds of a paradoxical and curious turn, viz., the question whether the English people are not identical with the lost tribes of Israel.

The Commentaries of Gaius and Rules of Ulpian. Translated with Notes by J. T. ABDY, LL.D., Judge of County Courts, and late Cambridge Regius Professor of Laws, and BRYAN WALKER, M.A., LL.D., Law Lecturer of St. John's College. New edition. Cambridge: At the University Press, 1874.

THE first edition of Gaius, translated and annotated by the above gentlemen, was published in 1870, and the whole of that edition having, as we understand, been exhausted, the editors now republish the work, and for the first time bind up with Gaius the well-known "Rules of Ulpian." The contents of the book are an English translation and notes placed underneath the corresponding text of Gaius and Ulpian, an appendix consisting of nineteen short dissertations or notes, and an *index verborum*.

The ability of the editors to produce a translation and annotation worthy of Cambridge has been recognised by the Syndics of the University Press, for whom the work was specially prepared. We have found the "Commentaries of Gaius" in the English dress here appearing easy and agreeable reading. The notes contain the kind of information and references which the student will, at the time he is reading the originals, be most in need of, and they are free from the sins besetting the German commentators upon the civil law of being almost interminably long and vexatiously inconclusive. Criticism and knowledge of an ampler nature involving the setting out of numerous distinctions, requirements, exceptions, and details are dealt with in the appendix, under such heads as "Status," "Potestas," "Tutors," "Acquisition," "Lex Julia et Papia Poppæa," "Bonorum Possessio," "Proceedings in a Roman Civil Law Action," "The Dissolution of Obligations," &c.

The undergraduate or Bar student who is about to commence the study of Roman law will do well to place this text book upon his book shelf, and we see no reason why it should not have a prosperous future before it in the book market, notwithstanding the rival editions with which it must continue to compete.

LEGISLATION AND JURISPRUDENCE.

HOUSE OF LORDS.

Friday, March 20.

SALE AND TRANSFER OF LAND.

THE LORD CHANCELLOR gave notice that on Thursday next he should call attention to the subject of the sale and transfer of land in England.

Papers were laid on the table by the Marquis of SALISBURY, the Earl of CARNARVON, and the Earl of DERBY.

PRIVATE BUSINESS.

On the motion of Lord REDESDALE, the following resolutions were agreed to:—"That this House will not receive any petition for a private Bill after Monday, the 30th day of this instant March, unless such private Bill shall have been approved by the Court of Chancery; nor any petition for a private Bill approved by the Court of Chancery after Monday, the 12th day of May next." "That this House will not receive any report from the judges upon petitions presented to this House for private Bills after Monday, the 12th day of May next." "That so much of Standing Order No. 179, s. 3, as requires that 'no such Bill shall be read a second time earlier than the fourth day nor later than the seventh day after the first reading thereof' be suspended during the present session, and that every such Bill shall be read a second time on the fourth day after the first reading thereof, whether the Standing Orders applicable thereto have or have not been complied with; and that so much of the Order of the 15th day of March 1859, as requires two clear days' notice of the day on which any Bill shall be examined, shall also be suspended during the present session in respect to Bills originating in this House."

HOUSE OF COMMONS.

Tuesday, March 24.

HYPOTHEC, &c. (SCOTLAND).

Mr. J. BARCLAY asked the Lord-Advocate whether he intended, on behalf of the Government, to introduce a measure abolishing agricultural hypothec in Scotland, and if he was prepared to inform the House what were the "other measures relating to her (Scotland's) interests" referred to in Her Majesty's speech.—The LORD-ADVOCATE said there had not yet been time for maturely considering what measures relating to Scotland could be advantageously introduced at present. The interests of Scotland would not be neglected, but the hon. member must allow the Government to choose the proper time, with reference to the other business before the House, for the introduction of such measures. (Hear.)—Mr. J. BARCLAY said the learned Lord had scarcely answered his first question.—The LORD-ADVOCATE said his answer had been intended to cover it. (A laugh.)—Mr. J. BARCLAY also asked the cause of the delay in publishing the Census returns for Scotland, and when they would be issued.—The LORD-ADVOCATE was understood to say that two volumes of these returns had been presented to Parliament, and the delay as to the rest was the subject of a correspondence between the present Home Secretary and the authorities in Scotland. He was informed that it was caused to some extent by the necessity of preparing certain special returns in connection with the Education Act.

PATENT LAW.

(By C. HIGGINS, Esq., M.A., F.C.S., Barrister-at-Law.)

INFRINGEMENT.

(*Continued from p. 361.*)

Newton v. *Grand Junction Railway Company.* 1846.—Pollock, C.B. "It was argued that the same criterion is to be applied to the question of infringement as to that of novelty. But that is not so. In order to ascertain the novelty, you take the entire invention, and if, in all its parts combined together, it answers the purpose by the introduction of any new matter, by any new combination, or by a new application, it is a novelty entitled to a patent. But, in considering the question of infringement, all that is to be looked at is, whether the defendant has pirated a part of that to which the patent applies; and if he has used that part, for the purposes for which the patentee adapted his invention, and for which he has taken out his patent, and the jury are of opinion that the difference is merely colourable, it is an infringement." Alderson, B. "If the invention consists of something new and a combination of that with what is old, then if an individual takes for his own and uses that which is the new part of the patent, that is an infringement of it." (5 Ex. 331; 20 L. J. 427, Ex.)

Unwin v. *Heath.* H. L. 1855.—A. obtained a patent for certain improvements in the manufacture of iron and steel. The specification described the invention as consisting in "the use of carburet of manganese in any process whereby iron is converted into cast steel," and directed the unfused carburet of manganese to be put into the pot containing the steel in a fused state. The patentee claimed as his invention "the use of carburet of manganese in any process for the conversion of iron into cast steel." B. manufactured cast steel by placing oxide of manganese and carbonaceous matter into the pot at the same moment as the steel. Evidence was given that carburet of manganese would be formed by the combination of these substances before the steel was melted. They produced the same effect upon the steel as the carburet of manganese, at a cheaper rate. This method of producing the effect was not known at the time of taking out the patent. Held, that this was a new invention, and not an infringement of the patent. The judges, in answering the question put to them by the House of Lords, differed as to the question of infringement. Crowder, J. "The process of the plaintiff in error is an improvement upon the invention of the defendant in error (the patentee) while at the same time it is an infringement of his patent." Crompton, J.—"I do not agree with the argument for the plaintiff in error, that the question of infringement can depend on whether the mode of working alleged to be an infringement was, or was not known to the patentee, or to those skilled in the particular matter at the time of the specification. . . . . If a new process, of which he (the patentee) and all others were ignorant at the time of the specification, is found out afterwards, the exercise of such new process may be an infringement, provided that it is substantially the same with or includes the patented invention. An improved method of doing in effect the same thing may well be an infringement of the patent, though not known at the time of the specification. . . . . The use of different things producing the same effect, whether operating in the same or a different manner, might be the use of things out of the patent, and might properly be called the use of an equivalent. The present is not, in my opinion, the use of what can be properly termed an equivalent." Williams, J.—"Though the use of a chemical or mechanical substitute, which is a known equivalent to the thing pointed out by the specification and *claimed as the invention*, amounts to an infringement of the patent, yet if the equivalent were not known to be so at the time of the patent and specification, the use of it is no infringement. . . . . If a patent is taken out for *the application of a principle*, coupled with a mode of carrying the principle into effect, the patentee is entitled to protection from all other modes of doing so, whether known or not known at the time of the specification." Erle, J.—"I am of opinion that a patent for the use of a substance in a process is infringed by the use of the elements of that substance known to be equivalent thereto *at the time of the use*, if used for the purpose of taking the benefit of the patent and of making a colourable variation therefrom." Parke, B., said: "In delivering the judgment of the Court of Exchequer in a former stage of this case, I stated the opinion of the court to be, that there could be no indirect infringement if the defendant did not intend to imitate at all. That part of the judgment has since been justly objected to in *Stevens* v. *Keating*, and no doubt we were in error in that respect. There may be an indirect infringement as well as a direct one, though the intention of the party be perfectly innocent, and even though he may not know of the existence of the patent itself. . . . The specification must be read as persons acquainted with the subject would read it, at the time it was made; and if it could be construed as containing any chemical equivalents, it must be such as are known to such person at that time; but those which are not known at the time as equivalents, and afterwards are found to answer the same purpose, are not included in the specification." Pollock, C.B.—"The right of the plaintiff does not turn upon the extent of his claim, but upon the communication made to the public as to the mode of accomplishing his object, and he has no right to claim anything but that which he has communicated to the public, however large in point of language his claim may appear to be . . . The present invention has four points, but it is with the fourth alone that we have to deal, and upon which any question arises. This is stated in the specification to be, 'Fourthly, the use of carburet of manganese in any process whereby iron is converted into cast steel.' This statement does not, in my opinion, give to the patentee, as some of my learned brothers seem to think, the exclusive right of using carburet of manganese in any and every possible process, or in any and every mode of using it, in order to convert iron into cast steel; but it only gives to the plaintiff such an exclusive right as regards such process or processes as he afterwards further describes, declares, and makes known for the benefit of the public, and such other similar processes as are reasonably within the description, according to the then state of knowledge; also he is protected against fraudulent imitations, or evasions of, or substitutions of equivalents in his process or processes as specified. . . . I entirely agree with my brothers Alderson and Coleridge (referring to their judgments as given in the Court of Exchequer Chamber), that the patent (as explained in the specification) covers and protects not only the process actually specified, but any process with chemical equivalents known as such at the date of the patent, but not chemical equivalents discovered afterwards, for this would be giving the patentee not only the benefit of his own discovery, but the benefit of the discoveries of other persons subsequently to the date of the patent." (5 H. of L. Cas. 505; 25 L. J. 8, C. P.) Coleridge, J., in delivering judgment in this case in the Court of Exchequer Chamber, said: "There can be no doubt, I think, that an equivalent has been used. If that equivalent were known at the date of the specification to the plaintiff or ordinary chemists—those, I mean, who would bring to the reading of the specification such knowledge as must be presumed in those to whom the patent must be taken to be addressed—then it is within the specification, and the use of it is an infringement. If not the contrary conclusion follows, and the use of it is an improvement, in virtue of a new discovery, . . . Whether the equivalent be in its nature near to or remote from the thing itself, seems to be in principle wholly immaterial, and equally so that the one should be so nearly identical with the other, as in themselves the component parts may be of composite substances:" (2 Web. P. C. 244; 12 C. B. 522; 22 L. J. 7, C. P.; 16 Jur. 996; 13 M. & W. 583.)

SOLICITORS' JOURNAL.

IF the Legal Practitioners' Society continues its labours at the same rate and with the same vigour as marked its commencement, we cannot doubt but that, ere long, it will have been the principal means of accomplishing many important reforms in connection with the legal profession. We are glad to notice that the Bill entitled, "The Legal Practitioners' Act 1874," the provisions of which were published in our two previous issues was, on the 20th inst., read a first time in the House of Commons, leave being given to Mr. W. T. Charley and Mr. C. E. Lewis to introduce the same, and, seeing that the terms of the formal leave so given were to introduce a "Bill to amend the law relating to legal practitioners," the promoters are not as yet pledged to any particular form of Bill, or indeed any particular objects, the Profession ought not to lose this opportunity to include in the measure all isolated cases affecting the interests of solicitors, which need to be dealt with by legislative enactments; and the Bill itself, as at present framed, should be carefully considered by the Profession, and observations and suggestions thereon, together with the like on all other subjects needing reform, which might be included in the measure, should be forwarded to the honorary secretary, in order that he might submit them to the Parliamentary Committee appointed by the society to frame the Bill. Unfortunately, some time must elapse before the second reading of the Bill, for we are asked by the honorary secretary to state that the measure stands the first order of the day for the second reading on the 8th July next, being the first clear day that could be obtained. The best use that can be made of this long interval is, as we said before, for solicitors to use every means in their power to secure the measure becoming law in a well-digested and useful form, the object being to protect the public not less than the Profession. We are very glad to have had the opportunity of seeking to advance the interests of solicitors by giving every publicity in our power to the Bill which has been introduced into Parliament; and, this much done, it will be very disheartening to us if through the apathy of the Profession the measure goes the way of all other Bills in Parliament which have not the hearty support of those who are interested in their becoming law. We are asked to add that prints of the Bill as at present framed can be had on application by letter addressed to the honorary secretary at the office of this journal. Subscriptions, which are much needed, are limited to the sum of 5*s.* annually, except in the case of vice-presidents, whose subscription is one guinea.

THE subject of the issue of commissions to solicitors to administer oaths in the various courts is a matter, says a correspondent, well worthy of the attention of the Legal Practitioners' Society. The authority for the issue of these commissions is to be found in numerous Acts of Parliament, and subject to a great variety of regulations and restrictions. Our own opinion is that the better course to adopt is to await the operation of the

Supreme Court of Judicature Act, and then that the Parliamentary Committee of the society should take the matter into consideration, and, if necessary, frame a bill upon the subject, which would, no doubt, receive the support of the council of the Incorporated Law Society. There seems to be no reason why a solicitor of a certain number of years' standing should not be entitled, after notice to the secretary of the Incorporated Law Society, to a commission empowering him to administer oaths in connection with business in every court in the United Kingdom.

A LETTER which appeared in the *Times* of the 21st inst., under the heading "Election Expenses," and bearing the *nom de plume* "Reasonable," is probably one of the most unreasonable for some time past published in the leading journal. Speaking of solicitors, the writer observes, "that all interested in elections" should "make a stand and resist the attempt which is being made by professional agents to establish a precedent by charging for their services sums which are unreasonable and unjust. Candidates, who had no experience of the ballot, were obliged to use the old system of agency by solicitors, one or more taking charge of each polling district; those who are selected are often men with small legal businesses, they make the most of the opportunity, and think any charge fair at an election, and care not to check extravagant charges." This letter may be described as scurrilous. Are solicitors to blame for the operation of the Ballot Act, and the increase of expenditure occasioned thereby at contested elections? The writer in question offers no evidence or information as to the alleged attempt on the part of solicitors to establish a precedent which, if so attempted, we would readily join with him in condemning. We suppose the correspondent in question was an unsuccessful candidate at the recent election, and, of course, had to pay for the honour with which he sought to cover himself; and as regards his complaint that candidates "were obliged to use the old system of agency by solicitors," it is very well known that these duties are often undertaken by solicitors in very extensive practice; and we know of cases innumerable in which solicitors, by devoting themselves with zeal to the interests of the political party with which, for years in country towns, they have been associated, have suffered losses in connection with their business, for which their remuneration as political agents, affords but an indifferent recompense. We say, too, advisedly, that solicitors, as a rule, above all things, work from genuine political zeal, and they are not ready to work for whichever side will pay them best; indeed, we are not sure whether we are wise in noticing such unjust observations. We hope, with the writer of the letter, that "the friends of candidates will speak out very decidedly, and resist" all imposition shown to exist, and which, we are quite sure, solicitors will be the first to denounce as readily as they will the disappointed correspondent of the *Times*, for recklessly attacking a body of professional men without the slightest justification.

SINCE the time when this journal was first published, now exactly thirty-one years ago, we have always urged upon the Profession the necessity of fostering and encouraging reforms which, though they may not tend to the immediate interests of the Profession, yet are necessary for the public good, and if so necessary will surely ultimately prove of benefit to solicitors. We look, therefore, with anxious expectation, for the Lord Chancellor's measure affecting the transfer of land. If it points to benefits to be conferred upon the public, we, and no doubt the Profession, will accept and adopt it; but if on the other hand it is a measure ill-digested, and promising nothing but reform for reform's sake, a measure which, while it curtails the legitimate profits of solicitors, offers no equivalent in the shape of a boon to the public, in such case it will merit all the opposition which it is happily in the power of solicitors to offer to it, if they only choose to exert that power by proper organisation. The last measure introduced into Parliament upon the subject of the transfer of land, received its quietus rather in consequence of its own demerits than any combined efforts on the part of the Profession to expose them. The Profession will read with interest the debate that has already taken place upon the measure.

No doubt many law stationers work in the legitimate grooves of their calling, but some there are most assuredly who undertake much work which should be dealt with in solicitors' offices. We are informed by a country correspondent that applications for grants of probate and letters of administration, where the estate is sworn under £500, though at times much over the amount, are made to a large extent by certain firms of law stationers, accountants, and agents. Country solicitors are—says our correspondent—known to send such matters to persons, who slightly undercut the Profession in their charges. We are certainly of opinion that no papers should be received into any of the registries unless bearing the name of a solicitor. This would be surely acceptable to the officials, because it would be a guarantee against papers being carried in (as at times we are assured they are) in such a form as clearly indicates that they have been prepared by some incompetent and non-professional person. Law stationers whose business consists of what the name indicates (and there are many well-known firms so working in conjunction with our Profession) would, we are sure, welcome such a rule which would clearly operate—as it should—to their advantage. We some time since called attention to the fact that many of the forms and instructions issued from Somerset House require that certain matters and things of a *quasi* legal nature should be transacted "by an agent." We urged then, and do so still, that the words "by a solicitor" should be substituted.

A CORRESPONDENT writes to inquire what will become of the expressions "Barrister-at-Law," "Special Pleader," and similar terms, such as "Attorney-General," &c., &c., when the Judicature Act comes into operation, and the long talked of "fusion" takes place. The Act itself provides for the substitution of the name "Solicitor of the High Court" for all other names by which members of the lower branch of the Profession are known. The other titles are not affected.

GREAT complaint is made, and justly so, of the wretched production, in the shape of Common Law Stamps, recently issued from Somerset House, for use at judges' chambers and elsewhere. It seems that the stamped impression can be almost, if not entirely, removed from the paper on which it is impressed even by the heat of the hand; so much so that a report for some time existed at chambers that fraudulent stamps had been made use of, for which, however, there is not the slightest justification. A formal complaint has, we understand, already been made to the authorities. It is certainly a matter that needs immediate attention.

IT is reported that the Law and Parliamentary Committee of the Court of Common Council are disposed to recommend a junior in the office of the Lord Mayor's Court for promotion to the vacant office of registrar of that court. We do not know whether the gentleman in question happens to be a professional man, but, if not, we hope the committee will hesitate before taking a step which it can hardly be expected that the Common Council will adopt.

WE are glad to notice that a solicitor, in the person of Mr. Goldney, M.P., has been appointed to serve on the Royal Commission of inquiry into the relations existing between masters and servants, the other members of the commission being the Lord Chief Justice of England, Lord Winmarleigh, Mr. Bouverie, M.P., the Recorder of London, Sir M. Smith, Mr. Roebuck, M.P., Mr. T. Hughes, and Mr. M'Donald. M.P.

NOTES OF NEW DECISIONS.

ACTION FOR NEGLIGENCE—GENERAL ALLEGATIONS OF NEGLIGENCE—APPLICATION FOR PARTICULARS—NEGLIGENCE IN THE NAVIGATION OF A SHIP.—Where the declaration in an action against the defendant for negligent navigation of his ship, causing injury to the plaintiff, contains only general allegations of negligence on the part of the defendant in respect of navigation, and of keeping the machinery and the ship in good repair, the court will not require the plaintiff to give particulars of matters which he may suppose to constitute the negligence of the defendant, such being within the knowledge of the defendant and his servants, and not necessarily within the personal knowledge of the plaintiff: (*George* v. *Watts*, 30 L. T. Rep. N. S. 60. C. P.)

WILL—DUE EXECUTION—FOOT OR END—15 & 16 VICT. c. 34.—Testatrix made a will on a lithograph form. The disposing part began on the second side, and was continued on the third, the fourth was a blank; and the appointment of executors, execution, and attestation clause were on the first page. Held, that the will was duly executed: (*In the goods of Wotton*, 30 L. T. Rep. N. S. 75. Prob.)

LIVERY STABLE KEEPER—CARRIAGE DEPOSITED FOR SAFE KEEPING—LIABILITY OF KEEPER—OBLIGATION AS TO CONDITION OF BUILDING.—The obligation of a livery stable keeper, who for reward receives carriages for safe keeping, as to the building in which the carriages are kept, is to take reasonable care that the building in which the carriages are deposited is in a proper state so that the things therein deposited may be reasonably safe in it. He is not responsible for the fall of the building by the careless or improper conduct of the builder of which he had not notice. The defendant a livery stable keeper, employed a builder (not a servant of the defendant, but an independant contractor), to erect on part of his yard a building of which the lower part was a shed for the reception of carriages for reward. Plaintiff deposited two carriages with the defendant for safe keeping, which were placed in the above-mentioned shed. Whilst the carriages were there the building was blown down by a high wind, and the carriages were injured. The builder was one whom a careful and prudent person might trust, and the defendant had no notice of any negligence on the builder's part. An action having been brought by the plaintiff against the defendant, evidence was offered at the trial, on the part of the plaintiff, to show that owing to the neglect of the builder and his workmen, the building was in fact unskilfully built and unsafe, and that this was the cause of the fall. The judge rejected this evidence and nonsuited the plaintiff: Held, that this evidence was rightly rejected and that the nonsuit was right: (*Searle* v. *Laverick*, 30 L. T. Rep. N. S. 89. Q. B.)

WILL—SHIFTING CLAUSE—RE-SETTLEMENT OF THE ESTATE.—T. M., by his will made in 1837, devised his P. estates to trustees, in trust for his grandson T. C., the second son of J. C. for life, with remainder to his first and other sons in tail male, with remainder to W. M. for life, and to his first and other sons in tail male, with remainder over, and the testator declared that if T. C., or his issue male, should become seised, or entitled in possession to the S. estates settled on the marriage of J. C., then the trust of his said real estate in favour of T. C. should absolutely cease, and his said estates should go the person next beneficially entitled in remainder under the trusts, in the same manner as if T. C. were then deceased without male issue. In 1854 the S. estates were disentailed and resettled as to part thereof to the use of J. C. in fee; and, as to the rest, to uses under which, on the death of the eldest son of J. C. without issue, and of J. C., T. C. became tenant for life. On a bill filed by W. M., claiming under those circumstances the benefit of the shifting clause; Held, that the event contemplated by the testator had not happened. The shifting clause was only intended to operate in the event of T. C. or his issue becoming entitled to the S. estates under the settlement. The entail under that settlement had been barred, and T. C. had come into possession of a portion only of those estates under a different title. The shifting clause did not apply to such a state of things: (*Meyrick* v. *Mathias*, 30 L. T. Rep. N. S. 77. Chan.)

APPRENTICE—NECESSARIES—EVIDENCE OF CUSTOM TO EXPLAIN THE TERMS OF A DEED—TECHNICAL MEANING KNOWN TO ONE ONLY OF TWO CONTRACTING PARTIES.—Where in a deed of apprenticeship the master covenanted to find meat, drink, lodging, and all other necessaries, and certain wages: Held, that he was not entitled to set-off the wages due to the apprentice against the cost of clothes and washing supplied to him. A custom to do this could not be supported, as it would contravene the terms of the indenture. A custom among the masters to interpret the word "necessaries" as excluding clothes and washing in apprenticeship indentures would not bind the apprentice, he not being a person in the trade who would have knowledge of the word bearing a meaning other than the ordinary one. A custom to control the meaning of a word in a deed between parties must be a custom of trade known to the parties, and must be definite and not variable: (*Abbott* v. *Bates*, 30 L. T. Rep. N. S. 99. C.P.)

ANNUITY CHARGED ON LAND—RECEIVER—POWER OF DISTRESS—4 GEO. 2, c. 28—LAND OF AMPLE VALUE TO PAY THE ANNUITY.—A testator by his will bequeathed certain leaseholds to the defendant, upon condition that he paid thereout, or out of the rents thereof, an annuity of £70, by half-yearly payments, to the plaintiff during his life. The leaseholds were of amply sufficient value to secure payment of the annuity. The annuity had been regularly paid since the death of the testator. One half-yearly payment of the annuity being in arrear, the annuitant filed his bill to enforce payment thereof, and for the appointment of a receiver. Held, that the annuity being charged on land of amply sufficient value to secure payment thereof, with a power of distress superadded by the statute 4 Geo. 2, c. 28, the plaintiff was not entitled to have a receiver appointed, and bill dismissed with costs: (*Kelsey* v. *Kelsey*, 30 L. T. Rep. N. S. 82. V.C. M.)

FREE MINER—FOREST OF DEAN.—In 1868, D., a free miner of the Forest of Dean, duly applied to have a particular gale granted to him, pursuant to the provisions of 1 & 2 Vict. c. 43, s. 60. The gaveller acceded to his application, and issued a notice that a grant would be made to D. on a day named. Prior to this day rival claimants to the gale started up, and subsequently other claims were made, the result being

that D. died before any grant was actually made to him. Held, that D. had acquired a transmissible interest in the gale. 1 & 2 Vict. c. 43, s. 38, enacts that "an application made by any person for a gale, but which has not been duly granted by" the gaveller, "shall not confer a title to any gale." Semble, that this section applied only to applications already made at the time of the passing of the Act, and did not apply to applications subsequently made: (*James* v. *The Queen*, 30 L. T. Rep. N. S. 84. V.C. M.)

DISTRESS — COLOUR OF RIGHT — RIGHT OF COMMON PUR CAUSE DE VICINAGE — SURCHARGE OF CATTLE.—A claim of a custom from time immemorial that cattle upon adjoining commons strayed from one to the other, is a sufficient colour of right to deprive a commoner of one common of the remedy of distress against trespassing cattle of a commoner of the adjoining common, even although the latter has surcharged his own common: (*Cape* v. *Scott*, 30 L. T. Rep. N. S. 87. Q. B.)

STATUTE OF LIMITATIONS (3 & 4 WILL. 4, C. 27), S. 3—DISCONTINUANCE OF POSSESSION—RECEIPT OF RENT BY AGENT.—So long as an agent is in receipt of the rent of land, the Statute of Limitations will not run against his employer; and if a person commence to receive rents as the agent of another, and afterwards continue to recieve such rents, without paying them over, he must be presumed to receive as agent till the contrary is shown: (*Smith and Another* v. *Bennett*, 30 L. T. Rep. N. S. 100. Ex.)

WILL—RENUNCIATION OF EXECUTORS—RETRACTATION OF RENUNCIATION.—A renunciation of executorship is not complete, and may be retracted at any time before it is filed in the court: (*In the goods of Morant*, 30 L. T. Rep. N. S. 74. Prob.)

BLOOMSBURY COUNTY COURT.

(Before Mr. G. LANE RUSSELL, Judge.)

Thursday, March 19.

STEVENSON *v.* SAVORY.

PLAINTIFF, a stationer of 99, Oxford-street, W., sought to recover the amount of £6 for stationery supplied to the defendant Savory, a money-lender, &c., of 40, Great Marlborough-street, Regent-street. The circumstance, as stated by *Alsopp*, for the plaintiff, and the evidence went to show that the defendant ordered stationery of the plaintiff, items of which consisted of professional cards and envelopes. On the cards was engraved the name of the defendant "Mr. Savory, solicitor," and on the envelopes the intertwined monogram, "S. C." Plaintiff stated that defendant came to his shop and ordered the goods which were accordingly sent home, with an invoice, the money having been subsequently several times demanded. It was urged on the part of the defence, that some of the goods were for a Mr. Chidley, a solicitor, also living at 40, Great Marlborough-street, and were bought on his account. This was denied by plaintiff, who had already refused to trust him for a desk, which he had desired to purchase. It was also asserted, and not contracted, that although the defendant had acted as a solicitor he had no right to do so. He said he acted conjointly with Chidley, whose brass plate was on the door with the name of Savory underneath. The envelopes were intended for the joint and separate use of both parties, but the cards were a mistake, and were never issued.

His HONOUR was of opinion that this case required time to consider, he therefore adjourned it for judgment.

HEIRS-AT-LAW AND NEXT OF KIN.

COWPER (Lieut.-Col. Jeremiah), C.B., Green-street, Piccadilly, Middlesex, next of kin, to come in by April 30, at the Chambers of V.C. M. May 11; at the said chambers, at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

EGLES (Richard), Basingstoke, gentleman, deceased. HEWER (Rev. John), Tunworth, Hants, deceased, and DENNETT (Mullens), Lodsworth, Sussex, gentleman, one dividend on the sum of £3257 6s. 4d., and one dividend on £1757 6s. 4d., New Three per Cent. Annuities. Claimant said Mullens Dennett, the survivor.

RATT (Francis), Dunstable, Beds, victualler, and SEAR (Wm.), a minor, £48 11s. 8d., Reduced Three per Cent. Annuities. Claimant said Wm. Sear, now of age.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

KANSAS MINING COMPANY (LIMITED). Creditors to send in by June 24 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to H. Wilson, Bartholomew House, Bartholomew-lane, London. July 8; at the chambers of V.C. H., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

LANDOWNERS WEST OF ENGLAND AND SOUTH WALES LAND DRAINAGE AND INCLOSURE COMPANY. Creditors to send in by April 30 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to Geo. Whiffin, 8, Old Jewry, London. March 14; at the chambers of the V.C.M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

PATENT GAS COMPANY (LIMITED). Petition for winding-up to be heard April 17, before V.C. M.

LEEDS ROYAL PARK ESTATES BUILDINGS AND INVESTMENT COMPANY (LIMITED).—Creditors to send in by April 17 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to F. Whinney, 8, Old Jewry, London, the official liquidator of the said company. April 24; at the chambers of the M. R., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

LEEDS AND YORKSHIRE SHODDY, MANURE, AND SUPER-PHOSPHATE COMPANY (LIMITED).—Creditors to send in by April 15 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to Chas. Lowrey, 18, East Parade, Leeds, the official liquidator of the said company. April 22, at the chambers of V.C. M., is the time appointed for hearing and adjudicating upon such claims.

COLONIAL AND FOREIGN MEAT SUPPLY COMPANY (LIMITED). —Petition for winding-up to be heard April 17, before V.C. H.

STADIL FIORD RECLAMATION COMPANY. Creditors to send in by April 11 their names and addresses and the particulars of their claims, and the names and addresses of their solicitors (if any) to Alcock and Westenholz, at the offices of Lake and Co., 10, New-square, Lincoln's-inn, Middlesex, the official liquidators of the said company. April 20, at the chambers of the M. R., at eleven o'clock, is the time appointed for hearing and adjudicating upon such claims.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

BOWER (John), 8, Botolph-lane, Eastcheap, London, fruit merchant. April 17; Thos. B. Cartwright, solicitor, 4, Lothbury Lond n. May 1; M. R., at eleven o'clock.

BROOKS (Richard), 5, Cambridge-mews, Paddington, Middlesex, shoeing smith and farrier. March 30; J. P. Poncione, jun., solicitor, 5, Raymond-buildings, Gray's-inn, Middlesex. April 14: V.C. H., at one o'clock.

BROOKS (Sophia M.), 5, Cambridge-mews, spinster. March 30; J. P. Poncione, jun., solicitor, 5, Raymond-buildings. April 14; V.C. H., at one o'clock.

CAPPS (Edwd.), formerly of Barham Wood, Elstree, Hertford, afterwards of 14, Park-road-villas, Forest-hill, Lewisham, Kent, late of 14, High-street, Worthing, Sussex, architect. April 11; H. W. M. Jackson, solicitor, 25, Lincoln's-inn-fields, Middlesex. April 24; V. C. H., at one o'clock.

COOPER (Benjamin), Daw-green, Dewsbury, York. April 18; E. Holt, solicitor, Horbury, Wakefield. April 27; V.C. M., at twelve o'clock.

DYMOKE (John), late of Scrivelsby-court, near Horncastle, Lincoln, the Hon. the Queen's Champion, formerly a Clerk in Holy Orders. May 8; Gregory and Co., solicitors, 1, Bedford-row, London. May 22; V.C. H., at twelve o'clock.

FULLCHER (John W.), 39, Queen's-road, Bayswater, Middlesex, cabinet maker. April 27; H. M. Phillips, solicitor, 10, Old-Jewry, London, May 6; V.C. M., at twelve o'clock.

GALE (Philip), Ashford Cottage, Clarendon-road, Putney, Surrey, insurance broker. April 20; John Priest, solicitor, 10, Buckingham-street, Strand, Middlesex. May 7; M. R., at twelve o'clock.

GENTRY (Jas.), Washbrook, Suffolk, farmer. April 7; John M. Pollard, solicitor, Ipswich. April 21; V.C. H., at 1 o'clock.

HIGGS (Dinah) Kidlington, Oxford, widow. April 6; A S. Harford, solicitor, St. Michael's Chambers, Ship-street, Oxford. April 16; V.C. M., at twelve o'clock.

HOULGRAVE (Jas.), Liverpool, tar distiller. April 30; Walter Weld, solicitor, Liverpool. May 8; V.C. H., at twelve o'clock.

ISARD (John), 16, Cambridge-road, Bromley, Kent, tallow chandler. April 16; Geo. R. Burn, solicitor, 33, Carter-lane, Doctor's-commons, London. April 23; V.C. M., at twelve o'clock.

MACHETT (Sarah), Herne Bay, Kent, and of Meyrick-road, Clapham, Surrey. April 23; C. Bayliss, solicitor, 30, Poultry, London. May 5; V.C. B., at twelve o'clock.

MARSTON (John), Castle Bromwich, Warwick, carriage builder. April 13; J. Ansell, solicitor, 42, Temple-street, Birmingham. April 20; V. C. M. at twelve o'clock.

MAXWELL (Wellwood), Abercrombie-square, Liverpool, and of Glenlee, Kirkcudbright, Scotland, Esq. April 14; Walter Murton, solicitor, 45, Bloomsbury-square, Middlesex. April 27; V. C. M. at twelve o'clock.

REA (Geo.), Spittall, Berwick-upon-Tweed. April 9; Jas. Gray, solicitor, Berwick-upon-Tweed. April 20; V. C. B. at twelve o'clock.

ROOKE (Wm. A.), 6, Boston Park-road, Brentford, Middlesex. April 6; James Bowen May, solicitor, 67, Russell-square, Middlesex. April 13; V.C. M., at twelve o'clock.

SPOONER (Wm.), St. Giles'-street, Norwich, cabinet maker. April 20; Wm. Sadd, solicitor, Norwich. May 1; V.C. M., at twelve o'clock.

WATERS (Geo.), formerly of Croydon, Surrey, late of 17, Market-street East, Emerald Hill, Victoria, Australia, coachbuilder. Sept. 30; Henry Parry, solicitor, 2, Gresham-buildings, Basinghall-street, London, England. Oct. 31; V.C. H., at twelve o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

ABRAHAM (John), formerly of Southcliff House, Niton, Isle of Wight, afterwards of Newport, Sandown, and Rye, respectively in the said Isle, gentleman. April 30; Jas. Eidridge, solicitor, Newport, Isle of Wight.

AKERS (Samuel R.), Mildmay-park, Highbury, Middlesex. May 1; Edwin Brooks, 20, Mildmay-park, Highbury.

ARGYLL (Anne, Duchess Dowager of), late of 40, Rutland-gate, Hyde-park, Middlesex, and theretofore of Ardincaple, near Helensburg, Dumbarton, Scotland. May 1; Few and Co., solicitors, 2, Henrietta-street, Covent-garden, London.

ATKINSON (Anthony O.), LL.D., Clare House, Kingston-upon-Hull. May 1; Owst and Co., solicitors, Quay-chambers, Hull.

BENTLEY (Elizabeth A.), formerly of Kingston-on-Thames, Surrey, late of Brighton, spinster. May 1; Torr and Co., solicitors, 38, Bedford-row, Middlesex.

BLANDY (William), Westwood, Tilehurst, Berks, banker. May 1; W. F. Blandy, solicitor, 1, Friar-street, Reading.

BLUNT (Robert), New Windsor, Berks, saddler. April 18; Meynell and Pemberton, solicitors, 29, Whitehall-place, Westminster, London.

CARRINGTON (Thomas), Holywell House, Chesterfield, Derby, coal and iron master. April 30; Burdekin and Co., solicitors, 51, Norfolk-street, Sheffield.

COOPER (Mary A. G.) 15, Talbot-road (formerly 3, Carlton-place), Westbourne-park-road, Bayswater, Middlesex, widow. April 30; Oldershaw and Son, solicitors, 18, King's Arms-yard, Moorgate-street, London.

CRISP (Geo.), Sunderland, miller. May 1; Wm. Moore, solicitor, 59, John-street, Sunderland.

DAVIES (John), Glanaber, near Abergele, Denbigh, Esq. May 1; Gold, Edwards, and Weston, solicitors, Denbigh.

DEAN (Robert), Peterborough, gentleman. July 11; Broughton and Wyman, solicitors, Peterborough.

DRINKWATER (Elizabeth), 25, Lansdown-crescent, Alstone, near Cheltenham, spinster. June 15; Pidcock and Son, solicitors, 40, Foregate-street, Worcester.

ECCLES (Richard), Walthew House, near Wigan, and of Lark-hill, Lord-street, Southport, Esq. April 8; John Bewley, and Son, solicitors, 4, Brown's-buildings, Exchange, Liverpool.

ELIOTT (Sir Daniel), K.C.S.I., 12, The Boltons, West Brompton, Middlesex. April 23; D. E. Forbes, solicitor, 34, Bedford-row, London.

ELIOTT (Dame Georgina), 12, The Boltons, West Brompton, Middlesex, widow. April 23; D. E. Forbes, solicitor, 34, Bedford-row.

FORD (Geo.), Butterton-park, near Newcastle-under-Lyme. April 30; Clark and Hawley, solicitors, Longton, Staffordshire.

GARRETT (Wm. H.), late of Glencairn-villas, Apsley-road, South Norwood, Surrey, and formerly of 109, Long-lane, Bermondsey, Southwark. April 30; Geo. Tyler, 272, Liverpool-road, Islington, Middlesex.

GOER (Henry, J. A.), formerly of the Crystal Palace Hotel, Norwood, Surrey, late of Connaught House, Montpellier-road, Brighton, Sussex, gentleman. May 11; R. and A. Russell, solicitors, 59, Coleman-street, London.

GRANDON (Wm.), Leicester, tanner. June 24; Dalton and Salusbury, solicitors, Leicester.

HARRIS (Elizabeth, Baddesley Ensor, Warwick, widow. May 15; Power and Armishaw, solicitors, Atherstone, Warwick.

JOHNSON (John), Altrincham and Hale, Chester, timber merchant. April 30; M. Fowden, solicitors, Altrincham, Chester.

JONES (John), formerly of Rownham, Clifton, late of Sion Cottage, Cumberland-road, Bristol, gentleman. May 1; Press and Inskip, solicitors, Small-street, Bristol.

KNIGHT (Geo.), Perry Farm, Preston, next Wingham, Kent, farmer. April 21; Surrage and Emmerson, solicitors, Sandwich.

LOGAN (John), formerly of The Maindee, near Newport, Mons., afterwards of 11, Lansdown-crescent, Bath, contractor of railways and public works. May 14; Thomas M. Llewellin, solicitor, Newport, Mons.

MARKHAM (Arthur B.), Northampton, attorney-at-law. April 6; Messrs. Markham, solicitors, Northampton.

MILLICHAP (David), Farnham, Surrey, coke, coal, salt, and pottery merchant. April 18; Hollest and Mason, solicitors, West-street, Farnham, Surrey.

PEARCE (Richard L.), 21, Glasshouse-street, Regent-street, Middlesex, and San Remo, Italy, dealer in works of art. April 28; T. F. Peacock, solicitor, 12, South-square, Gray's Inn, London.

PENROSE (Elizabeth), Waterhouse-lane, Kingston-upon-Hull, common brewer. May 1; Owst and Co., solicitors, Quay-chambers, Hull.

POLDEN (Wm.), Portsea, licensed victualler. April 30; Edgcombe and Co., solicitors, Hants.

PORTER (Wm.), Twyford, Berks, draper and grocer. April 16; F. L. Soames, solicitor, 10, New Inn, Strand, Middlesex.

POYNDER (Thomas H. A.), Upper Brook-street, Grosvenor-square, Middlesex, and Hartham Park, and Hillmarton Manor, Wilts, Esq. May 31; Burne and Parker, solicitors, 1, Lincoln's-inn-fields, London.]

ROSS (Captain Geo. C.), in H. M.'s 65th Regiment of Foot. April 13; Edward Norwood, solicitor, Charing, near Ashford, Kent.

ROUTLEDGE (James), New Park-street, Southwark, and 12, Manor-road, Forest-hill, Kent, wholesale chemist. May 14; Redpath and Holdsworth, solicitors, 24, Bush-lane, London.

SMITH (Naomi), Cherry Orchard, Shrewsbury, spinster. May 1; H. T. and G. Ware, solicitor, Shrewsbury.

STANTON (Wm.), late of 19, Acacia-road, formerly of 28, Loudoun-road, St. John's Wood, Middlesex, and of Goldsmith-street, London, commission agent. April 30; J. G. Shearman, solicitor, 10 Gresham-street, London.

TANNER (Chas. Wm.), Ham Hall, Forest-gate, and of Stratford, West Ham, Essex, corn and coal merchant. May 1; Messrs. Hilleary, solicitors, 5, Fenchurch-buildings, Fenchurch-street, London.

TOWARD (John), Newcastle-upon-Tyne. June 1; Hodge and Harle, solicitors, Wellington-place, Pilgrim-street, Newcastle-upon-Tyne.

TRYON (Anne F.), St. Martins, Stamford Baron, Northampton, spinster. May 20; J. Torkington, solicitor, Stamford.

WEST (Rev. Chas.), 6, Langham-place, Northampton, and rector of Kislingbury, near Northampton. April 30; H. J. Godden, solicitor, 168, Fenchurch-street, London.

WILLS (Henry M.), 2, Victoria-place, Greenhundred-road, Peckham, Surrey, commercial traveller. May 1; Wm. Sturt, solicitor, 14, Ironmonger-lane, London.

WRIGHT (Robert), 48, Cochrane-terrace, Middlesex, builder. April 27; J. Goren, solicitor, 29, South Moulton-street, Oxford-street, London.

REPORTS OF SALES.

Thursday, March 19.

By Messrs. NEWBON and HARDING, at the Mart.

Hampstead.—Nos 8 and 7, Gayton-road, term 94 years—sold for £1070.

Dalston.—No. 169, Queen's-road, term 46 years—sold for £800.

Holloway.—Nos. 12 and 13, Penn-road-villas, term 68 years—sold for £845.

Turnham-green.—Nos. 1 and 2, Rose-villas, term 87 years—sold for £375.

Nos. 1 and 2, Ivy-villas, same term—sold for £500.

By Messrs. FURBER, PRICE, and FURBER.

West Brompton.—No. 46, Park-walk, term 7 years—sold for £190.

Blackheath.—An improved Ground Rent of £39 16s. 6d. per annum, term 15 years—sold for £303

Clerkenwell.—An improved Ground Rent of £34 per annum, term 41 years—sold for £170.

Islington.—The moiety of No. 163, Shepperton-road, term 34 years—sold for £55.

Bow-road.—The moiety of Nos. 1 to 3, Alfred-street, term 28 years—sold for £310.

An improved Ground Rent of £18 per annum, term 42 years—sold for £215.

Brixton-road.—Nos. 161 and 163, term 27 years—sold for £1020.

Brighton.—A moiety of No. 19, Devonshire-place, freehold—sold for £155.

Nos. 10 and 13, New Steine, freehold—sold for £3620.

Mile-end-road.—The conditional moiety of Nos. 308, 310, 312, and 316—sold for £900.

Drury-lane.—Nos. 10 and 11, The Marquis of Granby, freehold—sold for £1360.

City.—Nos. 8 and 9, Aldgate, freehold—sold for £1340.

By Messrs. C. C. and T. MOORE.

Whitechapel.—The Blue Peter public house, copyhold—sold for £1410.

Wellclose-square.—No. 11, St. George's-street, freehold—sold for £305.

St. George's-in-the-East.—No. 12, Back Church-lane, freehold—sold for £585.

Commercial-road.—No. 11, King's-place and No. 1, Berners-street, term 29 years—sold for £505.

No. 28, Greenfield-street, freehold—sold for £430.

No. 12, Charles-street, freehold—sold for £305.

Limehouse.—Freehold ground rent of £6 6s. per annum—sold for £130.

Freehold land with three houses—sold for £305.

Hackney-road.—No. 81, Margaret-street, term 5 years—sold for £130.

Essex.—Redbridge-lane, a plot of land 9a. 1r. 8p., freehold—sold for £80.

Bow-road.—No. 5, Avenue-road, term 59 years—sold for £250.

Stratford.—Nos. 1A, 2A, 3, and 4, Globe-terrace, freehold—sold for £1255

Old Ford (near Bow Church).—A freehold stable, shed, and smith's shop—sold for £88

Whitechapel-road.—Nos. 97 to 100, long leasehold—sold for £1050.

Minories.—No. 10, Sharp's-buildings, freehold—sold for £580.

Fifty £10 shares (£6 paid) in Animal Charcoal Company—sold for £262 10s.

Bethnal-green.—Nos. 9, 11, 13, and 15, Medway-road—term 76 years—sold for £720.

Nos. 21, 23, and 25, Olga-street, same term—sold for £900.

Friday, March 20.

By Messrs. NORTON, TRIST, WATNEY, and Co., at the Mart.

City.—No. 77, Upper Thames-street, freehold—sold for £19,500.

Wandsworth-road.—Improved ground rent of £74 16s. per annum, term 99 years—sold for £1110.

Tuesday, March 24.

By Messrs. VENTON, BULL, and COOPER, at the Mart.

300 Six per Cent. Preference Shares in the Carmarthen and Cardigan Railway—sold for £150.

Wednesday, March. 25.

By Messrs. EDWIN FOX and BOUSFIELD, at the Mart.

Dalston, Grange-road.—The Prince of Wales Tavern, and Nos. 1 and 2, Dorset-place, term 41 years—sold for £455.

No. 12, Greenwood-street, term 78 years—sold for £350.

Paddington.—Improved ground rents of £231 per annum—sold for £1220.

St. John's-wood.—An improved ground rent of £37 10s. per annum—sold for £785.

Camden-town.—An improved ground rent of £120 per annum—sold for £2235.

THE Court of Common Council of the City of London has voted an allowance of £300 a year to the widow of Mr. Woodthorpe, the former Town Clerk of the City.

MAGISTRATES' LAW.

NOTES OF NEW DECISIONS.

COMPULSORY LIABILITY OF LAND BY A CORPORATION—SPECIAL ACT.—A corporation, previously to applying to Parliament for a special Act, served the usual preliminary notice on A., a landowner, informing him that his property, or some part of it, might be required for the purposes of their undertaking. The schedule to the notice described his property by reference to the numbers on the deposited plans, and contained the following note: "Property in the line of the proposed work, as at present laid out (including property any part of which is within eleven yards, or thereabouts, of the centre line of such proposed work, as delineated on the plan)." The special Act authorised the corporation to take such of the lands described on the deposited plans as they required for the purposes of their undertaking. The corporation then gave A. the usual notice to treat for a strip of land, thirty-three yards wide, in the centre line of the proposed work, being part of the property comprised in the former notice. The whole of the strip was within the limits of deviation. Held, that the words eleven yards "or thereabouts" in the preliminary notice, meant eleven yards, or so much more as might reasonably be required for the purposes of the undertaking, and did not limit the corporation to take eleven yards only on each side of the centre line; and that therefore they had power to take compulsorily the whole of the strip of land comprised in the notice to treat: (*Corporation of Huddersfield* v. *Jacomb*, 30 L. T. Rep. N. S. 78. V.C. M.)

RATING—OCCUPATION OF DOCKS AND SHEDS—PREFERENTIAL USE—POSSESSION OF DOCKS BOARD.—By the Mersey Docks Act Consolidation Act 1858, the dock board may appropriate docks, quays, or sheds to persons for the reception of their vessels and goods, provided they and their servants shall be subject to the regulations of the board; and the board may let such quays and sheds on such rents, terms, and conditions as they may deem expedient; but all persons employed shall be in the service of or approved by the board. By the Mersey Docks (Corporation Purchase) Act 1861, goods which have lain upon any quay or in any shed after a certain time, are liable, by way of penalty, to pay a rental per hour to the board. The appellants had appropriated to them, under the Act of 1858, certain docks, quays, and sheds; and the board fixed a charge per square yard per annum for the use of the shed space, such charge to commence from the date of occupation. This was a provisional agreement, and made during the pleasure of the board. When these appropriated premises were not actually in use by the appellants, they were, by direction of the board, and without appellant's consent, used by other vessels and their owners. The board's servants had access to all the premises. The goods of appellants were liable to the penal rent as well as those of other persons, and keys of some of the sheds were kept both by the appellants and the Customs' authorities. One of the appellants had used some ground within the dock property, as a coal depôt, for eighteen years. It was allotted to him for this purpose only and upon sufferance, he being bound to give it up at a week's notice; payment to be made for the use thereof at 1d. per square yard per week: Held, that the appellants were rateable for none of these premises: (*Allan* v. *Liverpool Union*, 30 L. T. Rep. N.S. 93. Q B.)

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Berwick-on-Tweed	Thursday, April 2	Wm. T. Greenhow, Esq.	5 days	S. Sanderson.
Bolton	Thursday, April 9	Samuel Pope, Esq., Q.C.	10 days	John Gordon.
Canterbury	Wednesday, April 8	George Francis, Esq.	Statutory	Herbert T Sankey.
Carmarthen	Monday, April 13	B. Thos. Williams, Esq.	10 days	John H. Barker.
Chester	Thursday, April 9	Horatio Lloyd, Esq.	14 days	John Walker.
Colchester	Friday, April 10	F. A. Philbrick, Esq., Q.C.	8 days	John S. Barnes.
Devonport	Friday, July 10	H. T. Cole, Esq., Q C.	10 days	G. H. E. Rundle.
Doncaster	Wednesday, April 1	Edgar J. Meynell, Esq.	10 days	Edward Nicholson.
Dover	Monday, March 30	Harry B. Poland, Esq.	2 days	E. M. Ledger.
Faversham	Monday, April 6	G. E. Dering, Esq.		F. F. Giraud.
Gloucester	Tuesday, March 31	C. S. Whitmore, Esq., Q.C.	Statutory	Francis W. Jones.
Hythe	Monday, April 13	Robert John Biron, Esq.	8 days	W. S. Smith.
King's Lynn	Thursday, April 16	D. Brown, Esq., Q.C.		F. G. Archer.
Kingston-on-Hull	Thursday, April 9	S. Warren, Esq., Q.C.	Statutory	R. Champney.
Leeds	Saturday, April 11	J. B. Maule, Esq., Q C.	10 days	Charles Bulmer.
Newcastle-on-Tyne		W. D Seymour, Esq., Q.C.	14 days	John Clayton.
New Windsor	Monday, April 13	A. M. Skinner, Esq., Q C.	10 days	Henry Darvill.
Northampton	Friday, April 10	John H. Brewer, Esq.	10 days	C. Hughes.
Portsmouth	Friday, April 10	Mr. Serjeant Cox	10 days	Jno. Howard.
Richmond (Yorks)	Friday, April 10	Wm. N. Lawson, Esq.	1 day	C. George Croft.
Rochester	Friday, April 10	Francis Barrow, Esq.	8 days	Wm. W. Hayward.
Sandwich	Thursday, April 2	Robert John Biron, Esq.	8 days	Thos. L. Surrage.
Southampton	Monday, April 13	Thomas Gunner, Esq.		Ed. Coxwell.
Wigan	Wednesday, April 29	Joseph Catterall, Esq.		Thomas Heald.
Winchester	Tuesday, April 7	A.J.Stephens, Q.C.,LL.D.	14 days	Walter Bailey.

REAL PROPERTY AND CONVEYANCING.

NOTES OF NEW DECISIONS.

VENDOR AND PURCHASER—PURCHASER FOR VALUE WITHOUT NOTICE—LEGAL ESTATE OUTSTANDING.—The equitable doctrine that a *bona fide* purchaser for value without notice, who, at the time of purchase, gets nothing but an equitable title and afterwards has notice of an equitable interest, created prior to his purchase, may, nevertheless, get in a legal title and hold it as against such equitable interest, applies to a transferee under the Crown Lands Occupation Act 1861, of New South Wales. G., an occupier of lands in New South Wales, under promise of a lease from the Crown, being indebted to the appellants, gave them a transfer of his interest as security, which they neglected to register as required by the colonial statutes; he afterwards gave a transfer to the respondents, for a good consideration, without notice of the former incumbrance, they registered it and a lease was granted to them in accordance with the regulations in force in the colony. Held (affirming the judgment of the court below) that as the appellants had not made use of the documents of title they had obtained, they were entirely without any equity as against the statutory right of the respondents. Where a statute gave power to make regulations "for carrying it into full effect so as to provide for all proceedings, matters, and things arising under and consistent with the provisions thereof, and not therein expressly provided for;" held, that regulations admitted to be reasonable, and convenient, and not inconsistent with the Act, but which affected not only matters of form, but also matters of substance, were not *ultra vires*: (*Blackwood* v. *The London Bank of Australia*, 30 L. T. Rep. N. S. 45. Priv. C.)

VENDOR AND PURCHASER—SALES OF LAND—FARM—PARCHASER BOUND BY SPECIAL TERMS BETWEEN VENDOR AND TENANTS.—At the death of a landowner, three yearly tenants of his farms, on receiving from the defendants, trustees of his will, notice to quit when the tenancies should expire at Michaelmas 1869, asserted that the testator had promised them leases, whereupon the defendants entered into an agreement with them, in which, after reciting the alleged promise, it was agreed that, on the expiration of their tenancies, the tenants should be allowed half a year's rent, and market value for their hay, straw, &c., whereas, by the custom of the country, fodder value only was payable. The estate was afterwards sold by the defendants to the plaintiff, under particulars of sale describing the farms by the full annual rent at which they were held, and giving the names of the tenants, but no mention of the agreement was made in the particulars or conditions of sale, or abstract of title, under the *bonâ fide* belief that it was unnecessary to allude to it; nor did the plaintiff become aware of the existence thereof until an interview with the tenants after the sale. At the expiration of these tenancies, the farmers claimed from the plaintiff for their hay, straw, &c., the fodder value, which much exceeded the market price, and he, meaning to keep the farms in hand, paid their demand, and sought to recover the amount so paid from the defendants in an action. Upon a special case: Held, that he took the estate subject to the existing rights of the tenants, and, therefore, the defendants were not liable: (*Phillips* v. *Miller*, 30 L. T. Rep. N.S. 61. C.P.)

ACTION FOR PENALTY—3 & 4 WILL. 4, c. 90—POLLUTION OF WELL BY A GAS COMPANY—LEAVE AND LICENCE.—Where noxious matter percolates through the soil from gasworks, so as to foul a well, such percolation will render the defendants liable under the statute 3 & 4 Will. 4, c. 90, which imposes a penalty of £200 on any gas company, "who shall suffer any washings, &c., to be conveyed into any well." A well which, on account of its having become contaminated, has been disused by the owner for several years, and has been covered over, does not cease to be a well within the meaning of the Act. Non-user, and closing of his own well in consequence of its being polluted, even coupled with the acceptance by the plaintiff of the use of substituted wells of the defendants is not such an abandonment of the former as to alter its character and make it no longer a well, nor can any licence to pollute be inferred from such a state of facts. *Quære* per Keating, J. whether a man could by deed give an irrevocable license to pollute a well. A prescription to foul a well will be defeated by variation and excess in the degree of fouling during the prescribed period. Where an Act of Parliament, making an act illegal, comes into force while the prescription to do that act is running, *semble*, per Brett, J., that the prescription when acquired by due lapse of time will be an answer to an individual, suing as an individual, notwithstanding the statutory declaration: (*Millington* v. *Griffiths and others*, 30 L. Tep. N. S. 65. C. P.)

ANNUITY—CHARGE—INCOME OR CORPUS—ARREARS—COSTS.—A testator, after giving an annuity of £500 to two annuitants for their lives and the life of the survivor, and directing the income of his residuary real and personal estate, after payment thereof, to be accumulated for a term of years, devised his real estate, after the determination of the term, subject, nevertheless, and charged with the payment of the annuity as if the same had been secured by a lease for years, to his nephew for life, with remainders over in tail. The payment of the annuity was allowed to fall into arrear. Held, that the arrears were payable out of the income and not out of the corpus of the estate, that the charge was not restricted to the income of any particular year, and that it would, if necessary for payment of the arrears, continue beyond the lives of the annuitants: (*Taylor* v. *Taylor*, 30 L. T. Rep. N. S. 49. V.C. H.)

AGREEMENT TO LEASE—ABSENCE OF TITLE WITHOUT FAULT IN LESSOR—BUILDINGS COMPLETED—MEASURE OF LESSEE'S DAMAGES.—Plaintiff and defendants, who occupied adjoining premises, had entered into an agreement, in pursuance of which defendants pulled down part of plaintiff's premises, erected new buildings on the site thereof for themselves, and derived substantial and permanent benefit from the agreement. They also, in pursuance of the agreement, made a passage and side entrance to his premises for the plaintiff, but other persons, whose land it was, shut up the passage, and rendered the entrance impossible. Defendants were in the *bona fide* belief, until after all these buildings were completed, that they were owners in fee simple in possession of the land on which they built the passage, and no negligence or want of due care could be imputed to them, nor to the plaintiff, for acting on that assumption. The agreement also provided that the defendants, within two months of the completion of the buildings, should execute a lease to the plaintiff of, amongst other land, that which formed the passage, and that the lease should contain covenants similar to those in an indenture of lease recited in the agreement, so far as the same were applicable. The said recited indenture contained, amongst others, the ordinary covenant for quiet enjoyment. Held, in an action upon the agreement, that *Flureau* v. *Thornhill* (2 Wm. Bl. 1078) did not apply to this case; that the agreement between the parties was absolute, although the covenant to be inserted in the lease, and to run with the land, was to be restricted to the usual form; and that the plaintiff was entitled

to the pecuniary amount of the difference between the present state of things, and what it would have been if the contract had been performed, and the plaintiff had got a title to this entrance: (*Wall* v. *City of London Real Property Co., Limited*, 30 L. T. Rep. N. S. 53. Q. B.)

MARITIME LAW.

SPECIMENS OF A CODE OF MARINE INSURANCE LAW.

By F. O. CRUMP, Barrister-at-Law.

(*Continued from page* 311.)

AGENTS (OF INSURERS).

AGENTS for insurance purposes are so by express authority or by implication.

The appointment of an insurance agent may be by writing or orally, or impliedly by the course of business and correspondence between the principal and agent; and one is agent of another for whom he volunteers to act without any authority to do so, where such other recognizes his agency and ratifies his acts.

Phillips, sect. 1848.

The same person may be agent of both assured and underwriters.

Phillips, sect. 1850; *Acey* v. *Fernie*, 7 M. & W. 151.

An agent may employ a sub-agent, but cannot, without the consent of his principal, delegate his authority and transfer his responsibility to another.

Phillips, sect. 1869.

The revocation of an agent's authority does not affect any agreement he may have made, though he will cease to be authorized to bind his principal further.

Phillips, sect. 1871.

Persons having implied Authority to insure.

A partner to insure partnership property.

NOTE.—The firm will be liable to the broker for premiums and commissions.

Hooper v. *Lusby*, 4 Camp. 66.

NOTE.—*Semble*, a special partnership for a particular adventure implies the authority of each partner to insure the partnership property.

Arn. 4 edit. 147, citing *Lindsay* v. *Gibbs*, 4 Jur. N. S., 779; on app. 28 L. J. 692, Ch.; *Green* v. *Briggs*, 6 Hare, 395; *Alexander* v. *Simms*, 23 L. J. 721, Ch. Phillips, sect. 1852.

A consignee making advances.

Wolff v. *Horncastle*, 1 B. & P. 316; *Carruthers* v. *Sheddon*, 6 Taunt. 14; *Smith* v. *Lascelles*, 2 T. Rep. 187; *Crawford* v. *Hunter*, 8 T. Rep. 23. See *Elsworth* v. *The Alliance Marine Insurance Company*, L. Rep. 8 C. P. 596 (in which the court were divided as to the right of consignees under advances to insure an entire cargo in their own names, and to recover as trustees beyond their own interest for the consignors).

A general agent of a foreign principal having uncontrolled and unassisted management of the business:

2 Duer. 111, 113.

A master (or supercargo) (*a*), where the position of the subject matter raises the implication:

Arn., 4th edit., p. 149, citing *Crawford* v. *Hunter*, 8 T. Rep. 23; (*a*) per Jones, J., in *De Forrest* v. *Fulton Fire & M. Ins. Co.* 1 Hall, 84.

A merchant returning a consignment as in excess of order has authority to insure as agent of the consignor:

Cornwall v. *Wilson*, 1 Ves. Sen. 511.

A prize agent as such:

Stirling v. *Vaughan*, 11 East, 619.

An agent fully empowered by owners of ship and cargo captured as prize to protect their interests in a foreign court and "to forward the ship:"

Robertson v *Hamilton*, 14 East, 522; 2 Duer. 101, 102.

An agent who undertakes to insure, or, being a person to whom application would naturally be made, being applied to and not declining so to act:

Smith v. *Lascelles*, 2 T. Rep. 187; 1 Emerig. 148, c. 5, s. 87.

Persons not having implied Authority.

Part owners.

Naked consignees and agents for procuring consignments.

Ship's husband, merely as such.

Master and supercargo, merely as such.

Ratification.

Insurance being made by a person acting voluntarily without instructions or order from the party interested for whom the policy is intended, will, if it is ratified by the latter, be available to him.

Phillips, sect. 1868.

Ratification may be proved by adoption of the policy or be inferred from surrounding circumstances:

French v. *Backhouse*, 5 Burr. 2727; *Robinson* v. *Gleadow*, 2 Bing. N. C. 156; *Lindsay* v. *Gibbs*, 4 Jur. N. S. 779, 28 L. J. 692, Ch.; *Routh* v. *Thompson*, 13 East. 274; *Lucena* v. *Crawford*, 2 B. & P. N. R. 269; *Barlow* v. *Leckie*, 4 J. B. Moore 8.

Knowledge of the insurance having been made is necessary to an effectual ratification, and if a general order to insure is given before the unauthorised insurance is made, but not received until afterwards, that would not amount to a ratification:

Bell v. *Janson*, 1 M. & S. 201.

An express ratification, though conditional in its terms, is equivalent to a prior authority if the contingency on which it was to depend has happened when received:

Bridge v. *Niagara Ins. Co.*, 1 Hall 247.

THEIR LIABILITY.

I.—*As to effecting Insurance.*

An agent who undertakes, so as to bind himself, to insure, is liable to his principal if he fail to do so, or does not exercise ordinary skill and care.

Story on Agency, 149, 150; *Wallace* v. *Tellfair*, 2 T. Rep. 188, *in notis*; *Hurrell* v. *Bullard*, 3 F. & F. 445.

Clear, precise, and intelligible directions must be followed as far as they are lawful.

Glaser v. *Comic*, 1 M. & S. 52.

An agent who has faithfully followed express written instructions is not liable for omitting a provision which, from the verbal communications of his principal, he might fairly have inferred to be necessary.

Fonia v. *Oswell*, 3 Camp. 357.

There is a binding obligation on the agent.

(1) When he undertakes for reward.

(2) When he voluntarily undertakes and does something in performance.

(3) When he has in his hands effects of his foreign correspondent, or funds are remitted for the purpose to a commission merchant or insurance broker.

2 Duer, 125.

(4) When he has been accustomed in the course of dealing to insure for his correspondent.

NOTE.—Unless he has well grounded information that the correspondent is insolvent.

2 Duer, 124.

(5) When he accepts bills of lading, accompanied by an order to insure as an implied condition.

Arn., 4th edit., 155.

(6) When it is the usage of the particular trade to which his agency and the insurance relate that he should insure.

2 Duer, 127, 128.

Total failure to fulfil such obligation (without notice) subjects the agent to an action for all the loss which his correspondent may have sustained from the non-insurance:

Smith v. *Lascelles*, 2 T. R. 187; 2 Duer, 120.

Notice of refusal to act as agent, inability to procure insurance on terms named, or of difficulties delaying the insurance, should be given to the principal within a reasonable time.

Corlett v. *Gordon*, 3 Camp. 472; Arn, 4th edit. 157; *Callander* v. *Oelrichs*, 5 Bing., N. C., 58.

A policy broker is bound to know—

(1) What is material to be communicated to an underwriter:

Seller v. *Work*, 1 Marsh Ins., 305; 2 Duer, 202, 203; *Maydew* v. *Forrester*, 5 Taunt. 615.

(2) All the formal details necessary to make a sea policy a legally valid instrument:

Turpin v. *Bilton*, 5 Man. & Gr. 455.

(3) The clauses essential to be inserted in a policy:

Mallough v. *Barber*, 4 Camp. 150; *Park* v. *Hammond*, Holt's N. P. 80; 4 Camp. 344; 2 Marsh Rep. 189; 6 Taunt. 495.

If by failing to communicate material facts, or to make the policy valid by attention to details, or to insert essential clauses, the insurance is avoided or insufficient, he is liable to his principal for the loss.

The practice being unsettled, and the law uncertain, the mistake of the agent affords no evidence of the want of reasonable skill and ordinary diligence:

2 Duer, 214.

NOTE.—A general order to insure seems to be satisfied by an insurance in the form in general use at the place to which the order refers; but reasonable diligence must be used to obtain the best terms.

Combes v. *Anderson*, 1 Camp. 523; *Moore* v. *Mourgue* Cowp. 479; 2 Duer, 231.

The question whether a broker exercised reasonable and proper care, skill, and judgment, is one of evidence in each particular case.

NOTE.—It would seem that the evidence of skilled witnesses is admissible as to the construction of facts otherwise proved, or inferences to be made from them:

Phillips, sect. 2112; Arn, 4th edit, 167, 168.

Right to Recover.

To enable a principal to recover in an action against the agent for failure to insure, there must be

(1) Default; and

(2) Damage resulting from it.

Webster v. *De Tastet*, 7 T. Rep. 157.

Default is not actionable if the projected insurance is illegal, and would therefore be void if entered into:

Ibid.

Nor is concealment of a material fact, by which the insurance is avoided, actionable, if disclosure would have deterred the underwriters altogether from accepting the risk:

Paley on Principal and Agent, 20; *Glaser* v. *Cowie*, 1 M. & Sel. 52.

Defence.

An agent cannot take advantage of any defence arising out of his own wrong.

With this exception, all the defences open to the underwriters sued upon the policy are open to him:

Arn. 4th edit., 170, 171.

And he is entitled to make the same deductions as the underwriters:

Harding v. *Carter*, 1 Marsh Ins. 309; *Delany* v. *Stoddart*, 1 T. R. 22; *Wilkinson* v. *Coverdale*, 1 Esp. 75; *Glaser* v. *Cowie*, 1 M. & S. 52.

If the principal puts himself in communication with his agent and is in accord with him in what he does, or neglects to do, he cannot recover against his agent any damage that ensues:

Anderson v. *The Royal Exchange Assurance Company*, 7 East, 38.

What recoverable.

The agent may be made liable not only for such loss as would be recoverable against the underwriter, but beyond, *ex. gr.* for the costs of a previous action on the policy brought with his concurrence, or brought without his concurrence but defeated by some misconduct of his in effecting the insurance not disclosed to the principal until action brought:

2 Duer. 330; *Seller* v. *Work*, 1 Marsh. Ins. 305.

Losses irrecoverable against underwriters paid by them without suit but voluntarily refunded, may be recovered against the agent:

Maydew v. *Forrester*, 5 Taunt. 615 (concealment by the agent of certain material letters).

Semble, if the principal seeks to recover from the agent for a constructive total loss he must abandon to the agent:

2 Duer. 326-7.

II. *After effecting Insurance.*

The agent retaining possession of the policy is bound:—

To enforce the rights and protect the interests of his principal in all matters arising out of the contract.

2 Duer, 245; *Richardson* v. *Anderson*, 1 Camp. 43n; *Goodson* v. *Brooke*, 4 Camp. 163; *Xenos* v. *Wickham*, 33 L. J., 13, 21 C. P. (Blackburn, J.)

This includes:

Demanding return of premium;

Giving notice of abandonment;(*a*)

Preparing and submitting proof of loss; settling amount, receiving same and handing it over to his principal.(*b*)

(*a*) *Jardine* v. *Leathley*, 3 B. & S. 700; (*b*) *Bousfield* v. *Cresswell*, 2 Camp. 545.

Cancellation of Policy.

The agent can only cancel a policy by express authority of his principal.

Xenos v. *Wickham*, 14 C. B., N. S., 452; L. Rep. 2 H. of L. 296.

COUNTY COURTS.

THE DERBYSHIRE COUNTY COURTS.

TRANSFER OF MR. RUSSELL, Q.C.

AT the Derby County Court, on Saturday week, it being understood that the judge (Geo. Russell, Esq.), who has been appointed to the Kent County Court in the room of the late Mr. Scott, would sit for the last time, there was a very large attendance of members of the legal profession and laymen having business connections with the court The Deputy Judge (Jno. Huish, Esq.) and John Bailey, Esq., J.P., were also present, and occupied seats upon the Bench.

At the conclusion of the ordinary business, which was of an uninteresting character,

Mr. Leech, addressing the learned judge, said that his Honour would doubtless be somewhat surprised at the large assemblage of professional gentlemen which he saw before him, but that fact need not cause any alarm, as the business of the court had been concluded, and his legal brethren and himself were there in the performance of a bounden duty. The case which was just over, was, he deeply regretted to say, the last, in all human probability, which he (the learned judge) would ever hear in that court. The announcement of his Honour's retirement from this County County circuit, to undertake the duties of another, had come upon his legal brethren and himself by surprise, or perchance, the acknowledgement of respect and gratitude which it devolved upon himself to tender to his Honour on their behalf, might have assumed a more tangible and permanent shape than mere words. Such, however, had not been the case, and it only, therefore, remained for him to say that though they deeply deplored his Honour's removal, they ventured to hope that the step he was about to take would lead to that still higher promotion, in a legal sphere, to which they all felt he was so deservedly entitled. (Applause.) It was now precisely seven years since his Honour came amongst them as an entire stranger, and during the period of time which had since elapsed he (the Judge) had heard and adjudicated upon as many as 6000 plaints per annum, in the Derby Court alone, and those, exclusive of cases remitted to his Honour by the Superior Courts, and a vast amount of other business belonging to other departments of the law, and in which the best interests of society were deeply involved. In the mass of common law cases which had been disposed of by his Honour—42,000 in all, there

had been very few new trials indeed, so few that he could literally count them on his fingers, and only one appeal, and in that case the judges of the Superior Court before whom it was brought were unanimous in affirming his Honour's decision. (Applause.) He (Mr. Leech) was old enough to remember when County Courts were first instituted, and he need scarcely remind his Honour that they were then looked upon as little more than courts for the recovery of small debts, and were consequently but little thought of. Great changes, however, had now taken place in their constitution and degree of importance, equitable jurisdiction had been given up to a stipulated amount, and the vast changes introduced with the Bankruptcy Act of 1869 had caused County Courts to be second in importance to none in the kingdom. Not only was the liberty of the subject dealt with in a very important degree, but questions involving thousands of pounds were frequently adjudicated upon. Most, if not all, of these changes had occurred in his (Mr. Russell's) time, and he had therefore had to grapple with and master difficulties which, at the time of his appointment, he could not possibly have anticipated, and which his previous experience could not have fitted him for. Let them pause for a moment, therefore, and consider in what manner these high and important functions had been performed in the Derby district during the last seven years. He (Mr. Leech) declared and spoke the sentiments of all who heard him, and, he was assured and convinced, by all who might read his words, when he said that the duties to which he had briefly alluded had been discharged with dignity and honour, with courtesy and firmness, and with an amount of patience, zeal, and ability, without a parallel in the experience of any one of them. Nay, he felt he should shrink from his duty as spokesman upon that occasion were he not to say that they were one and all impressed with an earnest conviction and belief that come what would, happen what might, it was impossible that the court could ever be presided over by a more excellent judge, or one more deservedly popular than he who now presided over them. (Applause.) The learned gentleman then impressively concluded his remarks in the following terms: Sir, in taking leave of you, which we do with the deepest regret, we feel that we have many, very many shortcomings to deplore—we must have sorely tried your patience, as we have unduly occupied your time, but in this moment of all others we desire that these should be passed lightly over. In your goodness of heart we know that our misdeeds will be as mere words written upon the sand, and that you will only look at the bright side of the picture. During your stay amongst us, your single authority has never been doubted or called in question—every person, lawyer or layman, has bowed with submission to your most superior judgment, because it is well known and understood that you have always been actuated and guided in your decisions by a reliance upon the principles of good law, sound equity, and, above all, by your own strong common sense, blended, as these have been, by extreme courtesy and kindness. We have not only revered you as a judge, but respected you as a friend, and the loss, therefore, which we are about to sustain in your departure is great indeed. Sir, it is said that you are about to remove to a district which is not inaptly designated one of the gradens of England, and where the sun mostly shines. That it may shine upon yourself, your family, your friends, and your connection, giving to you and them peace and joy, prosperity and happiness, is the dearest and sincerest wish of us all. (Applause.) We bid you a respectful and tender farewell, and, when in after life you reflect upon what has occurred during your stay amongst us, may you dwell with satisfaction upon the assurance I now convey to you, that in the whole district you have never made an enemy, whilst you will have left behind the warmest admirers, the most sincere friends, and that these, while they live, will bear and cherish towards you the purest and highest sentiments of regard and esteem, respect, and goodwill. (Loud applause.) On behalf of my legal brethren and myself, I now bid you an affectionate "farewell."

His HONOUR, who was visibly affected, said that he should be a very different man to what he was if he had been able to have heard unmoved the words which Mr. Leech had addressed to him, or if he could have witnessed unmoved the unmistakably hearty manner in which they had been received by those around him. He (Mr. Russell) had been indebted for many past favours to the gentlemen of the press whom he saw present that day; but one favour more he trusted that they would extend to him—viz., by embalming those words which Mr. Leech had just uttered, in order that he (Mr. Russell) might preserve them as a record of the feelings of that gentleman and of those on behalf of whom he spoke—a record of the deepest possible value to him, as being the sentiments of those towards himself, whose good opinion he most highly prized. As Mr. Leech reminded them, it was now seven years since he (Mr. Russell) first came to preside over the County Courts of this district. He was then a very young man—at least, very young to have had such important duties as those of a County Court judge entrusted to him, and in comparison with the age of those to whom such duties were usually assigned. He (Mr. Russell) was told, not long ago, that Chief Justice Erle, who combined the finest judicial faculties with the noblest of characters, had, when a member of the Judicature Commission, before advising any recommendation to the Legislature with regard to changes in the constitution of County Courts, made himself personally conversant with the duties which the judges had to discharge, and for that purpose attended one of the London County Courts on several occasions, where, unknown, he had watched the proceedings. He informed his (Mr. Russell's) friend—who repeated it to him—that the result of these visits had been to convince him that it required a better man to make a good County Court judge than to make a judge of one of the Superior Courts. It might be said that if it was so, there could be no such thing as a good County Court judge—but whether that was so or not, with the experience which he (Mr. Russell) had had, he was not prepared to say that Lord Chief Justice Erle was wrong. (Hear, hear.) He (Mr. Russell) would briefly state those qualities which he considered were requisite to a man to constitute a good County Court judge. First, he must be a gentleman, he must have a good head, a good heart, and a good temper. He must be a man of the world, combining firmness, tact, courtesy, and discretion, with the most perfect impartiality. (Applause.) He should be a lawyer, but, as such, he should be practical rather than technical, and should seek so to apply the law that right and truth should always prevail. (Loud applause.) If he (Mr. Russell) was right in saying that the qualities he had mentioned were necessary to constitute a good County Court judge, they all of them must know how far short he had fallen of the standard he had set up; but, painfully aware as they must be of the fact, he assured them that they were not half so conversant with it as he was himself. If, however, he had, during the time which he had presided over this circuit, achieved any success in the discharge of his judicial functions, he attributed it to the fact that he had constantly had that ideal before his eyes, and had endeavoured, so far as in him lay, to attain to it. (Applause.) That success, however, would have been of very little use to himself but for the cordial co-operation which he had met with from every officer of that court and the solicitors who practised in it, and to whom the credit of his success, if he had achieved any, was mainly due. He, therefore, took that opportunity of acknowledging the very great assistance which he had received from the registrars and officials generally of his district, and especially he tendered his most hearty thanks to Mr. Weller, the registrar of the court, for the advice and support and cordial co-operation which he had extended to him on all occasions, and also to Mr. Wykes, the deputy registrar, whose heart had always been in his work, and also to the officials of that court and the district generally, for the most efficient manner in which they had discharged their duties during his term of office. He also had to thank Mr. Leech and the other professional gentlemen practising in this and the other courts in the district, for the great assistance which they had rendered to him. They had on all occasions considered it their duty not to try and win a verdict by obscuring his mind or by confusing the jury, but had invariably so frankly and fairly, and fully and ably put the case before him, that he had been able to do justice to every case, and should have been wanting in good sense if he had not been able to do so. He could not recall a single instance in which any lawyer practising in that or any other court in his district had addressed a single discourteous remark to himself—(applause)—whilst he could, had he time, recall hundreds of occasions when he had received at their hands the most courteous kindness and consideration. He begged now to say how grateful he felt for the kindness and assistance which had been so rendered to him, and also to say how greatly he had prized the good will which they had always evinced to him. (Applause.) The present was not the time to speak of the many friendships which he had formed since he came into the district, some of them with the officials of that court, and often those who had connections with it. This only would he say, that his heart was very full of them now; that in leaving this district he did not leave those friends, for where he was there, in his memory, they would be also—and that wherever he might be in future, if any of those many friends, whether high or low, rich or poor, should happen to be at the same place, he (Mr. Russell) should always be most happy to see them. (Applause.) He bade them heartily and gratefully—"Farewell."

BROMPTON COUNTY COURT.

Wednesday, March 18.

(Before Mr. Serjeant WHEELER.)

DAKIN *v.* LLOYD.

Damages to furnished house—Auctioneers' valuation.

THIS was an action to recover £17 2s. 6d. for damages to house and furniture let by the plaintiff to the defendant, including £1 1s. paid for a rate.

Tabor appeared as counsel for the plaintiff.

R. H. Davies solicitor for defendant.

In support of plaintiff's case a witness named Rae was called, who described himself as assistant to Messrs. Graves, of Talbot-road, auctioneers, and deposed that he made a valuation of the damages complained of, and that £16 1s. 6d. was fair, reasonable, and proper.

Davies cross-examined as to the data on which his evidence was given, when the witness read from a memorandum book a list of items, which being cast up amounted to £8 10s. only, for which sum, with £1 1s. for the rate, judgment was given.

On the application of *Davies* the Judge ordered the expenses of the witness Rae to be disallowed.

MARKET DRAYTON COUNTY COURT.

Friday, March 13.

(Before W. SPOONER, Esq., Judge.)

HICKMAN *v.* THE GREAT EASTERN RAILWAY COMPANY.

Negligence as carriers—Liability—Goods sent at owner's risk.

THIS action was brought to recover the sum of £2 10s. 6d. damages sustained by the plaintiff through the non-delivery by the company of 10 pads of herrings.

Pearson, of Market Drayton, appeared for the plaintiff.

Moore, of 2, Furnival's-inn, London, for the company.

Pearson said that the facts were admitted, and were, that on the 29th Nov. last the plaintiff's agent, at Yarmouth, sent to him at Market Drayton 10 pads of fish, they were not tendered to him until the 8th Dec., and then were in such a bad condition that he declined to accept them. He now sought to recover the value of the fish from the company. The company sold the herrings for 7d.

Moore admitted the delay, but said that the sender of the fish had signed a consignment note on which was printed the following condition: "That in consideration of the company carrying the fish at a lower rate than their ordinary rate, they should be relieved from all liability, and forwarded solely at the risk of the owner, with the exception that the company should be liable for any wilful act or default of their servants if proved," &c. He contended that this was a good and reasonable contract, and protected the company. That the burden of proving wilful negligence was upon the plaintiff. He quoted the cases of *McCawley* v. *The Furness Railway Company* and *Glenister* v. *The Great Western Railway* in support of his contention.

After hearing *Pearson* in reply,

His HONOUR decided that the condition relieved the company from liability, and gave a verdict for the company with costs.

Moore however did not ask for any costs.

Verdict for the company.

NORWICH COUNTY COURT.

Tuesday, March 17.

(Before W. H. COOKE, Esq., Q.C., Judge.)

DAY *v.* THE GREAT EASTERN RAILWAY COMPANY.

Consequential damages—Too remote.

THIS was an action brought to recover the sum of £50 damages for loss arising out of the alleged negligence and delay of the company in forwarding a quantity of nets and hurdles from Norwich to Lakenheath in November last.

Carlos Cooper, of the Norfolk circuit, instructed by *Stanley*, of Norwich, appeared for the plaintiff.

E. Moore, of London, for the company.

The company had paid into court 7s., but disputed the remainder of the claim. The plaintiff had purchased a lot of turnips at Feltwell to be eaten off the ground by sheep, which it was necessary to protect by netting and hurdles; and having been told that if he sent them off from Norwich one day they would arrive at Lakenheath the following day, they were duly delivered over to the company's servants at Thorpe on the 12th Nov. On the Monday previous (the 10th) the plaintiff's man commenced his journey with twenty score sheep, and arrived at Feltwell on the 12th, but on going to the station at Lakenheath he found that the nets and hurdles had not arrived. In consequence of this the sheep had to be put where there was insufficient food, and it was not until several days after that the hurdles were delivered to the plain-

tiff, they having been by mistake sent to Fakenham. The result was that the sheep became depreciated in value, for which the plaintiff claimed £40. He also claimed the further sum of £9 13s. for hiring other hurdles, for money he had expended in food for the sheep, and for expenses incurred by him in going to look after the sheep, and the sum of 7s. for the man's journey to Lakenheath to fetch the hurdles.

For the defence *Moore* said that the facts were not disputed, but the company admitted liability to the extent of 7s., which amount had been paid into court, that the plaintiff might possibly be entitled to that amount, as he had made a useless journey to the station to meet the hurdles. As to the remainder of the claim he contended that, as the company had not notice, at the time of delivery of the hurdles at Norwich, that they were intended for any special purpose, the plaintiff could not recover, the damages claimed being consequential and too remote. The company never knew or supposed for what purpose the hurdles were required.

HIS HONOUR said that there had been undoubted negligence by the defendants, but there was no contemplation in the mind of the parties at the time the truck was hired as to the liability of the company for the depreciation in value of the sheep by its non-arrival at the period understood. Hence the damages claimed were too remote. He suggested that he should enter the verdict for 21s., besides the amount paid into court, as the plaintiff had been a loser by the delay, but to this *Moore* strongly objected. His Honour said he had no alternative but to give judgment to the defendants, but without costs.

Moore pressed his Honour to allow the company their costs, as by not doing so it was holding out an inducement to the public to bring vexatious and frivolous actions against the company, as they knew that even if the company won their cases, they would be put to little or no expense, but his Honour would not allow the company any costs. *Verdict for defendants without costs.*

OSWESTRY COURT OF RECORD.

(Before F. R. KENYON, Esq. Q.C.)

County Courts and Courts of Record.

GEORGE BENNION, brewer and innkeeper, Oswestry, sued Richard Jones, butcher and grazier, also of this town, for £1 3s., the price of half a barrel of ale, purchased by defendant from plaintiff.

E. Jones, solicitor, appeared for the plaintiff, *Rowland Venables*, instructed by *W. I. Bull*, was for the defence.

Jones having briefly opened the case, proceeded to examine Mr. Bennion: You are the plaintiff in this case, are you not?—Yes.

Did you serve Richard Jones with a half barrel of ale in January 1871?—Yes.

What was the price at which it was charged?—23s.

Did he order it himself?—Yes.

And you delivered it to him?—Yes; that is, my man delivered it.

The RECORDER: You mean you directed your waggoner to deliver it?—Yes.

Examination by *Jones* continued: Where did the defendant live then?—In the Castle Fields, in this town.

Do you know in what position the defendant is?—He is a master butcher, and has a lot of property of his own.

The RECORDER: Where was your place of business?—In Willow-street, in this town.

It was there you sold the article to him? Have you applied to him for payment?—Yes, many times.

What answer did he make to your application? He only promised to pay.

Cross-examined by *Venables*: I suppose you sell a good many casks in the course of a year or two?—No, not so many.

When did you first apply for payment?—At the end of six months.

Had you ever occasion to summon anyone before?—Yes, once.

And in what court did you summon him?—In the County Court.

And why did you not summons this man there?—It was too much trouble.

Did you not want your money?—Yes.

And why did you not summons him in the County Court? You know it sits every month.—Yes, I am aware of that.

And as you wanted your money why did you not go to the County Court?—I thought it would be less trouble.

The RECORDER.—This court sits every week.

Venables.—I did not know that, your Honour.

Bull.—For trial of issues every three months.

Venables (continuing).—Did you instruct your attorney to apply for a summons in this court?—Yes.

Then you intended to have the action tried in this court?—Yes.

Will you swear you did not say you wanted to go to the County Court?—No.

Did the defendant ever offer to pay you?—No, or I should soon have taken it.

Did you ever hear he offered to pay your attorney?—No, although he promised most faithfully.

Jones was going to call a witness to prove the delivery of the ale, but

Venables said he would admit this, which concluded the case for the plaintiff.

Venables called Richard Jones, the defendant, who said he was a butcher and grazier in the borough of Oswestry.—Can you tell me when you were served with that writ (produced)?—I cannot exactly tell you.

Look at the date it was issued, 13th Nov. 1873, and now can you tell me?—I cannot exactly.

What did you do when you were served?—Three or four days after I took the £1 16s. 4d.—£1 3s. for the account, and 13s. 4d. for the summons—to Mr. Jones, and he would not receive it.

Did you see Mr. Jones at the office?—He was not in the office, and I took it to the shop. He said he could not take it, as he did not know what the expenses were.

Cross-examined by *Jones*.—You say that three or four days after you had the writ you asked me to take the money?—Yes.

You never had anything else but the writ, no notice of declaration?—No, no.

You swear you were never served with a notice of declaration?—I was never served with it.

Bull.—He does not know what a notice of declaration is. We will put them in.

Jones.—Will you swear that it was not on the 19th Nov. you saw me?—I will swear I saw you, but I cannot tell when.

Will you swear you did not go to Mr. Bull that day or the day after?—I went to Mr. Bull the very same day.

That was the first time?—It was the first time I went to him in respect to this matter.

And it was the same day you said you offered the money to me?—The same day.

Venables, in addressing the court for the defence, said—As I need hardly tell you after my cross-examination of the plaintiff, we really admit the debt, and the only reason we have fought it to-day is on account of the expense of the costs. There is a court—the County Court—formed for the speedy recovery of small debts, and in this court the expenses are made less than in the superior court. This debt is a small one—£1 3s.—and if the case had been tried in the County Court I believe I am right in saying the costs would have amounted to only 5s., whereas having come here, where they are on a higher scale, the costs will be nearly £10. There is another reason why the case should not have been brought here, and that is, that it is hardly fair to trouble men like you (the jury) to come here, when it might have been heard at the County Court. If the plaintiff were anxious for his money—and you heard him state he applied for it often, and he seemed rather cross over it—why could he not have gone to the County Court?—he would have got his money there in December. We pleaded we did not owe the money.

The RECORDER.—You pleaded you were not indebted.

Venables.—Yes, we were obliged to plead to raise the question of costs.

The RECORDER.—You might have paid the money into court.

Venables.—And then the plaintiff might have taken it out and taxed his costs.

The RECORDER read the writ, which set forth the amount claimed, and that if the money were paid within a certain number of days "further proceedings would be stayed," and said: If you had paid it, further proceedings would have been stayed accordingly.

Venables.—We were obliged to plead, or judgment would have been signed for default and the costs taxed. I am only arguing about the costs, for it is only a question of that.

The RECORDER.—What have the jury to do with costs? They have simply to decide the question of the debt.

Venables.—We admit the debt.

The RECORDER then briefly directed the jury to find for the plaintiff for the amount claimed, which they at once did.

Jones.—It would appear by the 30 & 31 Vict. c. 142, that your Honour has to certify for costs before they can be allowed, and that, as I understand, seems to have been the principal objection to the action. I never dreamt, when the action was commenced, however, that any defence would be offered, as the defendant had admitted the debt to me over and over again.

Venables.—It is the 29th section of the Act; but I shall certainly oppose the application.

The RECORDER.—Of course, I shall hear you before I decide.

Jones—I warned the defendant before I issued the summons what I would do. I made an application for the money in October, and he took no notice. I met him in the street, and asked him about it, and he said he had never received my letter, but afterwards remarked, "I daresay it is somewhere about the house." He said he would not pay the money, he would rather go into the court; and I said, "I will not deceive you. I will sue you in the borough court, and the cost of the summons will be 13s. 4d." He took no notice until the notice of declaration was served, and I say he is to blame for the costs being incurred.

Venables.—All I can say is, is this or the County Court the proper place for the action? I submit it is a question for the County Court, and if we admitted our debt it was all the more reason to go there. It is simply an action for costs, and I say that it ought to have been brought in the court where the costs would have been on a lower scale. The plaintiff would have been at liberty to take out the money and tax his costs here had we paid the money into court. The County Court Act seems to go against his case, for while, perhaps, in the case of a larger amount—£10, £20, or £30—this might be cheaper than the County Court—it is much more expensive for small cases of £1, and I do not think a precedent should be made for bringing such cases here when there is a County Court for them at an inexpensive cost.

The RECORDER.—I think the case is a fit one to be brought into this court, and I have no difficulty in certifying for costs. Ample opportunity has been given for the payment of the money, as it was due in 1871, and it is now 1874. The money has been due three years, and the defendant might even have paid it under the terms of the writ of this court when summoned. He did not, however, and it therefore became necessary for the plaintiff to proceed to a notice of declaration, which was not served until the 20th. The defendant pleads he never was indebted, which is a denial of the debt, and has brought the matter here to be tried. In February an endeavour was made by summons to stay proceedings upon payment of the debt and 2s. for costs, being the costs which would have been charged for a County Court summons, but really you would not have me for a moment suppose that it was the intention of the Legislature to allow this to go on and after costs had been incurred here to let the defendant get off by paying 2s. for costs. It was asking the Registrar to do what neither he nor any registrar could do. I think upon the whole the defendant has brought the matter upon himself and that to apply the Act in the way I have been asked to do was never intended.

Costs having been certified for accordingly, his Honour thanked the jury for their attendance, and they departed thence "until further summoned."

SHOREDITCH COUNTY COURT.

Monday, March 16.

(Before J. DASENT, Esq., Judge).

MICHAEL POLLESTEINI *v.* THE GREAT EASTERN RAILWAY COMPANY.

Railway company—Carriers of goods—Liability.

THIS was an action brought by the plaintiff to recover the sum of £8, in consequence of the non-delivery at Christmas of some poultry and wine, and raised the question as to consequential damages.

Fulcher appeared for the plaintiff.

Moore (of 2, Furnival's-inn) for the defendants.

From the evidence of the plaintiff and his witnesses, it appeared that on the 23rd Dec. last he had sent to him from Norwich a quantity of poultry and wine, and that the hamper containing the goods was delivered in Norwich at the company's station at about quarter to 10 that evening. The hamper was forwarded by the mail train the same evening, which ordinarily arrives in London at about half-past 4 the following morning. The hamper, however, did not arrive at the plaintiff's house, which is at Bow, until twenty minutes to 2 on Christmas Day. The plaintiff then refused to have it, saying that he wanted the goods for his Christmas dinner, and as they had not arrived sooner he had bought some more. He claimed £3 14s. 7d., the amount he paid for the poultry and wine at Norwich, and also £4 5s. 5d. for the eatables he had to buy to supply the place of those ordered from Norwich.

In cross-examination by *Moore*, the plaintiff stated that although he had intended to have the contents of the hamper for his dinner on Christmas day, he could not tell what was in the hamper.

Moore, for the defence, contended that, as the plaintiff's claim was for goods which he expected at a certain time, and for a certain purpose, he could not recover the amount he claimed, unless he proved that the company had entered into a special contract to deliver the hamper by that time, and quoted the cases of *Lord* v. *The Midland*, and *Taylor* v. *The Great Northern Railway Company*. That the company would only be liable if there had been unreasonable delay in carrying the hamper. He would show by evidence that owing to the enormous pressure of the

Christmas traffic, the company used their best endeavours to deliver the hamper at the earliest moment possible, considering the increase and press of traffic. He had several other points to raise and argue, but the learned Judge stopped him and said that he thought the defence was a good one, and that the plaintiff was wrong in refusing to accept the hamper, the company having had no notice given to them that the goods were intended for any special purpose.

His HONOUR asked *Fulcher* if he had anything further to say, but as he had not, the plaintiff was non-suited, costs being allowed for the defendants' witnesses and attorney.

Plaintiff nonsuited.

WANDSWORTH COUNTY COURT.

Tuesday, March 17.

(Before H. J. STONOR, Esq., Judge.)

TYSON *v.* GEEVES; JOHN BAUGHAN (Claimant).

Interpleader—County Court Act 1867, *s.* 31.

Mansell Jones for the claimant.

Robins for the respondent.

His HONOUR delivered judgment in the following terms: On the 1st Dec. 1873 execution was levied on goods upon premises occupied by the execution debtor for £56 11s. 4d., debt and costs in the above action, and on the 2nd Dec. notice was given to the bailiff by the claimant's agent that the goods seized were the property of the claimant, a money lender, under a bill of sale dated the 25th Jan. 1872, duly registered. The bailiff inquired of the claimant's agent what sum of money was due on the bill of sale, but the latter refused to give him any information. The goods were valued at £116 15s., and the claimant paid into court £62 9s. 10d., being the debt and costs (£56 11s. 4d.) and expenses of levy (£5 18s. 6d.), and was let into possession of all the goods. The money was paid to the bailiff by the claimant in the presence of the execution debtor, and the latter actually borrowed £3 of the bailiff to make up the amount, and handed it to the claimant. The sum was subsequently repaid by the execution debtor to the bailiff. These circumstances are in themselves very suspicious. On the 16th Dec. an interpleader summons issued returnable on the 6th Jan. The hearing of the interpleader summons was postponed, partly by consent and partly through the accidental default of the claimant, until the 20th of Jan. when it appeared for the first time that the sum of £25 only was due on the bill of sale (£19 for principal and £6 for expenses), and that the bill of sale had been originally given as a security for £50, advanced at the date thereof and any further advances not exceeding £250 and interest. At the hearing an order was made by consent that the same should be adjourned to the 3rd Feb., that the bailiff should in the meantime sell the goods in the possession of the claimant and pay the costs of the levy, the claimant's demand of £25, the execution creditor's debt, and costs of £56 11s. 4d, and the balance to the judgment debtor. Of course, if this order had been carried out, the sum of £62 9s. 10d. deposited in court would, on the adjourned hearing, have been ordered to be paid to the claimant, and there would have been an end of the matter. But, unfortunately, this was not the case. The bailiff proceeded on the same day, and almost immediately on the order being made, on the premises, and found that the claimant or his agent had allowed the execution debtor to take possession of all the goods, and that the execution debtor had barricaded the premises and refused possession to the bailiff. The latter applied to the claimant to assist him in getting possession, but he refused to do so. The summons came on again for hearing on the 3rd Feb., and was again adjourned by consent to the 3rd March, in order to give the parties an opportunity to come to some arrangement. No arrangement, however, was come to, and on the 3rd March the claimant applied for a verdict in accordance with his claim, and for an order for the payment to him of the money deposited in court. It then appeared that the judgment debtor had made away with a considerable portion of the goods, amounting in round numbers to one-half of the whole in value, and that the claimant had regained possession of the remaining goods of the like value. The counsel for the execution creditor suggested that the case ought to be decided in the same way as if the order of the 20th Jan. by consent had not been made, to which the counsel for the claimant assented. If this view were correct I think it would follow that as the claimant at that time appeared to have had a valid claim under his bill of sale, although only for £25, that he was then entitled to the possession of the goods, and also to the return of his deposit of £62 9s. 10d. But, on consideration, I do not think that this view is correct. The order made by consent between the parties, the failure of that order through the act of the claimant or his agent in giving possession of the goods to the execution debtor, the subsequent abstraction of half of the goods by the execution debtor, and the return of the remaining half to the claimant, appeared to me to have varied the legal and equitable rights of the parties materially. For I think that there is now strong evidence of a fraudulent complicity and collusion between the judgment debtor and the claimant, which goes far to shake the validity of his claim altogether, and at all events to raise a presumption of its payment and satisfaction. It will be observed that there is some £60 worth of goods admitted to be still in the claimant's possession. This amount, if sold under the consent order, would produce sufficient to meet the cost of the levy and the claimant's debt of £25, but not the execution creditor's debt of £52, nor, of course, the costs of the hearing and adjournments, which the remaining moiety of the goods abstracted by the execution debtor, by the permission or neglect of the claimant however would have been amply sufficient to have covered. But putting aside for a moment the claimant's debt of £25, and supposing it to be satisfied, the goods now remaining in his possession would be sufficient to meet substantially the execution creditor's debt and costs, and the costs of the levy, or in other words to recoup the claimant the sum of £62 9*s.* 10*d.* paid by him into court in the event of the verdict being against him, and that sum being paid over to the execution creditor. Now, it can be believed that pending this claim the claimant permitted the rest of the goods, say £60 in value, to be abstracted by the execution debtor without first obtaining payment or satisfaction of his claim of £25. Looking at all these transactions together I do not at present feel satisfied that at the date of the execution the sum of £25 was really due and owing to the claimant on his bill of sale, and at all events I believe that if then due and owing it has been paid or satisfied to him since or that his claim, if not at first, is now nothing more than a fraudulent collusion with the execution debtor. I am, therefore, of opinion that the execution creditor is entitled to a verdict. and that the money in court ought to be paid to him, deducting the costs of the bailiff, and that the cost of this claim should be borne by the claimant and the judgment debtor. The 31st section of the County Court Act 1867, empowers the judge of this court upon an interpleader summons "to make such order between the parties in respect thereof, and of the costs of the proceedings as to him shall seem fit," and the order which I have made is whah seems to me fit, that is to say, consonant with justice. Verdict for execution creditor, with costs against claimant and judgment debtor.—Money to remain in court for a month.

BANKRUPTCY LAW.

BRADFORD COUNTY COURT.

(Before W. T. S. DANIEL, Esq., Q.C., Judge.)

Ex parte BUCKLEY; *Re* WERNER.

Secured creditors—Proof.

To convert a primary security into a collateral security so as to take the creditor out of the rule obliging him to deduct his security from his debt, and prove only for the balance, the transaction must be real and founded upon consideration for the benefit of the debtor's estate, and not merely such as would be good between the parties if there were no insolvency. Ex parte Sherrington (1 *M. D. & De G.* 196), *and* Ex parte Turney (3 *M. D. & De G.* 576), *considered.*

Jordan (instructed by *Dawson* and *Greaves*, Bradford) for motion.

North (*North* and *Son*, Leeds) opposed.

His HONOUR.—This was an application by Charles James Buckley, the trustee under the proceedings for liquidation by arrangement of the affairs of Maximilian Edward Werner, of Bradford, worsted manufacturer, for an order that the Halifax Commercial Banking Company (Limited), and John Graham Wheelwright, their manager, may deliver to the trustee of the property of the said M. E. Werner, Great Western Railway Debenture Stock to the value of £1100, and Lancashire and Yorkshire Railway Stock to the value of £140, upon the ground that the said Halifax Commercial Banking Company (Limited) have proved upon the estate of the said M. E. Werner for the full amount of their debt, and have not given up the said stock held by them as security deposited by the said debtor, to the said trustee, to be realised for the general body of the creditors of the said M. E. Werner, and that the said company may pay the costs of and incidental to this application. The only question agreed by the parties to be argued before me in the first instance was whether the stock mentioned in the notice of motion, which it was admitted had been originally the property of the debtor Werner, and deposited by him with the banking company as security for his debt to them, had, previously to the institution of the proceedings for liquidation, ceased to be the property of the debtor and become the property of Arthur Clement Bartrum, and as his property had, previously to such proceedings, been made by him a collateral security to the banking company for Werner's debt. The facts were as follow: The debtor Werner had for some time previously to the 23rd July 1873 been a customer of the banking company, and had been allowed an overdraught of £4000, as security for which he had transferred into the name of Wheelwright, as bank manager, £1100 Debenture Stock in the books of the Great Western Railway Company, and the £140 Debenture Stock in the books of the Lancashire and Yorkshire Railway Company; and the banking company also held as further security the guarantee of the said A. C. Bartrum for £1000, given in June 1873, and against which Werner had deposited with Bartrum as an indemnity £500 cash and a bill for £350. Previously to the 23rd July 1873 Bartrum had returned to Werner £350, part of the £500 cash. On the 23rd July 1873 Werner's account with the bank was overdrawn to the amount of £4231 or thereabouts, and he applied to the bank to increase his overdraught from £4000 to £4500, and I assume, for the purposes of the present decision, that he made representations to Wheelwright as to his means which led Wheelwright to believe that he was solvent. He was, however, on the 23rd July 1873, hopelessly insolvent. On that day, as appears from the trustee's affidavit (6th Jan.), Werner's debts and liabilities amounted to £7656 1s. 1d., and his assets to about £2854 4s. 8d. And he presented his petition for liquidation on the 29th July 1873, and by his balance sheet, presented to the first meeting of his creditors, he represented that his unsecured debts amounted to £8850 8s. 8d.; and his assets to meet them amounted to £2918 9s. 2d. Whatever, therefore, may have been the representations he made to Wheelwright, and whatever may have been the belief such representations induced him to form, it is quite clear that Werner was on the 23rd July 1873, hopelessly insolvent. The bank, however, under Wheelwright's advice, entertained Werner's proposal to increase the overdraught from £4000 to £4500; and it appears that he had the benefit of such overdraught, for the bank have proved under the liquidation for the sum of £5033 7s. 9d. as due to them from Werner upon the balance of his banking account. As an inducement to the bank to entertain and ultimately accede to the proposal of Werner, an arrangement was made with Bartrum and Werner, and Wheelwright, that Bartrum should increase his guarantee to the bank from £1000 to £2500, upon the distinct agreement, as it now appears, that Bartrum should not come under any personal liability to the bank or Werner in respect of such increased guarantee. And the arrangement for this increased overdraught was purported to be carried into effect by the agreement of the 23rd July 1873, a copy of which is set forth in the seventh paragraph of the trustee's affidavit. This agreement was prepared by Wheelwright, and is signed by him on behalf of the bank, as manager, and is also signed by Werner and Bartrum, and by Wheelwright again in his own right, and the signatures are witnessed by one of the bank clerks. The agreement is between the Halifax Commercial Banking Company (Limited), of the first part, Maximilian Edward Werner of the second part, and Arthur Clement Bartrum of the third part; and it proceeds thus: "Whereas the said Maximilian Edward Werner has for some time past had a banking account with the Halifax Commercial Banking Company (Limited), and has been permitted to overdraw such account to a limit of £4000, this banking company having as security therefor £1100 worth of Great Western Debentures, and £1040 of Lancashire and Yorkshire Stock, property of the said Maximilian Edward Werner (and which debentures and stock stand in the name of John William Wheelwright, the manager of this banking company), and also a guarantee by the said Arthur Clement Bartrum for the sum of £1000. And, whereas, the said Maximilian Edward Werner desires a further overdraft, and he and the said A. C. Bartrum have requested the said banking company to extend and increase the said limit to £4500, which the said banking company have agreed to do in the following terms, and on having the following security, namely,—That A. C. Bartrum shall increase his guarantee of £1000 from £1000 to £2500, as hereinafter contained. And the said John Graham Wheelwright shall hold the said debentures and stock in the first place to so far secure the said banking company the payment of the said guarantee of £2500 by the said A. C. Bartrum, and, after payment thereof, to transfer the said Great Western Debentures and Lancashire and Yorkshire Stock to the said A. C. Bartrum, by way of indemnity to him against any loss in respect of his guarantee of £2500. Now, therefore, in pursuance of, the above arrangement I, the said A. C. Bartrum

hereby guarantee to the said Halifax Commercial Banking Company (Limited) to the extent of £2500, the payment to them of all sums in which the said Maximilian E. Werner now is, or at any time hereafter shall become, indebted to the said banking company on any account whatever, in the aforesaid terms of a guarantee, intended as a collateral security by a surety to a bank for a bank customer's debt." And the agreement concludes thus—"And I, the said J. Graham Wheelwright, undertake to hold the said debentures and stock for the said banking company, until the said A. C. Bartrum is discharged from all liability to them hereunder, and then to hold the said debentures and stock upon lien to secure any balance that may be due to him hereunder; or if there be nothing due to the said A. C. Bartrum, then to hand the said debentures and stock to the said Maximillian Edward Werner, all claims of the said banking company having been first discharged." This document appears upon the face of it to have been prepared by a person not properly skilled in the preparation of legal instruments, and ignorant of the law applicable to such transactions as the document affects to deal with; and its proper construction, taking the document by itself, might not be altogether free from difficulty. It was contended on behalf of the bank, that as they had really given Werner the full benefit of his overdraft upon the faith of the agreement by Bartrum to increase his guarantee from £1000 to £2500, and the stock in question had by the agreement been, or intended to have been made the property of Bartrum in order to indemnify him against his liability under the guarantee, the bank had a right to treat the stock as having been converted by the agreement from the property of Werner into the property of Bartrum, and to be entitled to the benefit of all the consequences which would result from such conversion; one of which would be that in their proceedings for liquidation of the affairs of Werner they would not be bound to treat the stock as part of his estate, but as the estate of Bartrum, and held by them as a collateral security. This view of the case was met on behalf of the trustee by the argument that on the face of the agreement itself no property in the stock was vested or intended to be vested in Bartrum to the prejudice of the then existing security of the banking company, unless and until Bartrum had actually paid the banking company £2500 in his charge *pro tanto* of Werner's debt; and that as against Werner and his creditors Bartrum could acquire no interest in the property until as surety he had paid the principal debt. This he never did—he, like Werner, was hopelessly insolvent on the 23rd July 1873, and on the 25th July, twelve days after, filed his petition for liquidation in this court. On behalf of the trustee, the case of *Ex parte Sherrington* (1 M. D. & De G. 195), was cited to show that a surety cannot apply to have property pledged to him by way of indemnity sold under a bankruptcy, until he has paid the principal debt for which he is surety, and that, therefore, Bartrum could not as against Werner's creditors have disposed of the stock in question even if the property passed to him until he had paid the banking company the £2500, the amount of his guarantee, and certainly he could not have done so as against the banking company without their consent, and thus either way if the £2500 had been paid, and Bartrum had acquired the property in the stock, Werner's estate would have had the full benefit of the stock by the reduction of the banking company's debt | at least an equivalent amount. In support of the company's contention that the agreement had made the stock the property of Bartrum, and thus operated as a conversion so as to make the security of the banking company a collateral security as being no longer a security on the estate of Werner, but a security on the estate of Bartrum, reliance was placed upon *Ex parte Turney* (3 M. D. & De G. 576). In that case a father seised of freehold estate of inheritance equitably mortgaged that estate to a creditor of his son for a debt of the son, and afterwards died intestate, indebted to an amount exceeding the amount of his assets, and the inheritance thus charged descended upon the son, who afterwards became bankrupt. Upon a proof being made by the creditor upon the estate of the son, it was contended that he held a security upon the estate of the son, and must deduct its value from his proof, and give it up for the benefit of the son's creditors, but it was held he was not bound to do so. In that case the security was originally a collateral security in the true sense of the term. The son (the debtor) had no interest in the father's estate when the security was created. When the father died the inheritance which descended upon the son was charged with debts of the father beyond its value, so that the son took no beneficial interest in it which could be made available for the benefit of his creditors—he was a mere trustee of the legal estate for the benefit of his father's creditors, and bound to deal with it as they should direct. Under those circumstances the learned judge (Knight Bruce, V.C.) held that the case was an exception to the general rule, as in effect the creditor is able to state truly that he takes no part of the bankrupt's estate within the "just expression and interpretation of the rule." I am at a loss to see how that case has any application to the present, favourable to the contention of the banking company. In that case a legal subtlety was not allowed to prevail to deprive a *bona fide* creditor of a *bona fide* collateral security to give an unfair advantage to creditors. In the present case, as it seems to me, what is little better than a legal subtlety is relied upon as having had the effect of converting a *bona fide* security upon the property of the debtor, which would clearly have entitled his creditors to the benefit of the rule obliging the secured creditor to deduct the value of his security before proof, into a collateral security, by an attempt to convert the property of the debtor into the property of a third person for no real consideration moving from him for the benefit of the debtor's estate. I might, perhaps, safely have disposed of this case upon what appears upon the face of the agreement of the 23rd July 1873; but, upon the hearing, the trustee proposed to refer to certain examinations of Wheelwright and Bartrum taken before the registrar on the 5th Dec. 1873, and now on the file of proceedings, and both of which are referred to in the trustee's affidavit, but an objection was raised on the part of the banking company that no notice had been given to read them as evidence, and there had been no proper opportunity of cross-examining Bartrum. I held the objection good, and the notice stood over to give the trustee an opportunity of giving notice to read the examination, upon his undertaking to produce Bartrum for cross-examination. This was afterwards done, and Bartrum and Wheelwright have been since examined and cross-examined before me, and the result, as far as affects the part of Bartrum's examination, I am about to read, has been confirmed by those examinations. In his examination on the file Bartrum says: "As far as I am aware, the arrangement for the security to the bank originated with the debtor. I was given to understand by Mr. Wheelwright that the agreement of the 23rd July 1873, was merely a form of converting a real security into a collateral security, and that I should not be injured thereby in any respect. I told Mr. Wheelwright that it appeared to me that the advantage which would be given to the debtor was entirely disproportionate to the advantage which the bank would gain by the transaction. He replied that he did not think so. He also gave me an honourable pledge that my being a party to it should in no way imperil my interests." The substance of this examination was repeated before me, and Mr. Wheelwright deposed that it was a condition of the arrangement that Bartrum should not be required by the banking company to pay or be under any real liability to pay any portion of his increased guarantee—namely, the difference between his original guarantee of £1000 and the guarantee of £2500 purported to be given by the agreement of 23rd July 1873. Viewed in the light afforded by these facts, this agreement, so far as it is the act of Werner, appears to me null and void — first, as a voluntary disposition of property made by an insolvent debtor to a third party, and therefore void as against creditors under the statute of Eliz.; secondly, as an act of bankruptcy by Werner being a fraudulent disposition of a part of his property within sect. 6, sub-sect. 2, of the Bankruptcy Act 1869. The banking company (whether Wheelwright knew it or not), in dealing with Werner, were dealing with an insolvent, and they must take the consequences. Bartrum was intended to be and was a mere cipher in the transaction; but through the instrumentality of Bartrum, Wheelwright co-operating with Werner sought to make Werner convert his property which Wheelwright held as security for the bank debt into the property of Bartrum, in order that in the event of the insolvency of Werner, the banking company might have the right to prove against Werner's estate for their whole debt relieved from the obligation to deduct the value of their security, an obligation under which they undoubtedly were up to the time of the execution of the agreement. To effect this result the agreement, as contended for by the banking company, must be considered as a transfer or disposition by Werner of the stock treated as his property (subject to the lien of the banking company, which for the purposes of the agreement they don't insist upon) to Bartrum, so as to become his property as an indemnity against his liability for £2500, as to £1000, part of which sum, he held an independent indemnity, and as to £1500, the residue of which sum it was intended and expressly agreed that he should never be under any liability to pay anything, thus, in effect, by force of this contrivance, withdrawing from Werner's estate, and in fraud of his creditors, the stock in question. The agreement of 23rd July 1873, appears to me to be, upon the face of it, of no force or effect for the purpose of converting the property of Werner into the property of Bartrum; and when reviewed by the light of the evidence of Bartrum and Wheelwright as to the motive and object of the agreement, it was a transaction which the law regards as a fraud upon the right in bankruptcy of Werner's creditors, and it became therefore unnecessary, as it seems to me, to consider any question of actual fraud in the transaction; but that question is, by agreement of the parties, left open for inquiry hereafter before a jury, if my decision upon the case as it stands should be reversed, or substantially varied upon appeal. The question remains as to the form of the order. The notice of motion asks that the stock may be given up by the banking company to the trustee, leaving the proof for the whole debt to stand, and the banking company entitled to the benefit of the dividend. Upon the hearing it was agreed that as the value of the security was about equal to the dividend, the order (if my decision was adverse to the bank) should be that the banking company, insisting upon retaining their stock mentioned in the notice of motion, and refusing to realise or give credit for the value thereof in reduction of their proof, be and they are hereby excluded from all share in any dividend under this liquidation in respect of their proof now on the file, or any other proveable debt they may have against the estate of the debtor, M. E. Werner, covered by the security. And I order that the banking company do pay all the costs of this application to be taxed by the Registrar. I observe that the notice of motion is addressed to the trustee under Bartrum's liquidation, and to Bartrum, but they have not appeared, and no additional costs have been incurred in consequence.

WARRINGTON COUNTY COURT.

Thursday, March 12.

(Before J. W. HARDEN, Esq., Judge.)

Re JACKSON; *Ex parte* THE CROFT BURIAL SOCIETY.

Petition for liquidation.

Priority of friendly societies to payment out of the assets of their insolvent officer of moneys in his hands by virtue of his office.

Necessity of friendly societies taking security from their officers, as required by the 18 *&* 19 *Vict. c.* 63.

HIS HONOUR this day delivered judgment in the above matter as follows:—This was an application under the 23rd section of the Friendly Societies Act (18 & 19 Vict. c. 63), that a debt due from John Jackson, who has filed his petition for liquidation, to the burial society of which he has for several years acted as treasurer, should be declared to have priority over his other debts, and there can be no doubt that such priority is given both by the section of the Friendly Societies Act above referred to, and by the Bankruptcy Act of 1849. The question is, whether both have not been abrogated by the later Bankruptcy Act of 1869, on the principle "*leges posteriores priores contrarias abrogant.*" By three consecutive sections in the Bankruptcy Act of 1849, viz., sects. 166, 167, and 168, priority is given to assessed taxes, debts due from the officers of friendly socities in their official characters, and three months' wages or salary; the 167th section is incorporated and amplified by the 23rd section of the Friendly Societies' Act 1855, and by the Bankruptcy Act 1861, sect. 156, the priority already given to assessed taxes is extended to parochial rates. Then comes the Bankruptcy Act 1869, which is silent as to the Friendly Societies' Act, but expressly repeals the three Acts of 1849 and 1861, and in sect. 32, re-enacts the provisions having reference to rates and taxes and wages in the following words: "The debts hereinafter mentioned shall be paid in priority to all other debts, that is to say, all parochial or other local rates" (to a limited amount) "all assessed taxes, land tax, and property or income tax" (to a limited amount) "all wages or salary of any clerk or servant, &c." (to a limited amount), the section concluding with these comprehensive words: "save as aforesaid all debts provable under the bankruptcy shall be paid *pari passu*," in other words, rates, taxes, and wages shall be the only exceptions within sect. 12 of the Act which provides that "where a debtor shall be adjudicated a bankrupt no creditor to whom the bankrupt is indebted in respect of any debt provable in the bankruptcy shall have any remedy against the property or person of the bankrupt in respect of such debt except in manner directed by this Act," that is, *pari passu* with other creditors. My attention has been called to an elaborate judgment by Mr. Herbert, the Judge of the County Court at Newport, in April 1872, and to one by Dr. Stephens, the judge of the County Court at Lincoln, reported in the LAW TIMES of the 24th Aug. 1872, arriving at opposite conclusions. I agree with Mr. Herbert, and am of opinion that

one effect of the Bankruptcy Act 1869 is to deprive friendly societies of the priority they were previously entitled to in respect of debts due to them from persons in their employ. Whether an earlier statute is repealed by a later one generally depends upon the presumed intention of the Legislature, but I fear that the Legislature sometimes has credit for greater circumspection and forethought than it is in the habit of exercising, and in this case I am inclined to think that the framers of the Bankruptcy Act 1869, thinking only of bankruptcy, simply lost sight of the fact that the 167th section of the Bankruptcy Act 1849 was re-enacted in the 23rd section of the Friendly Societies' Act 1855, having applied the sponge to the three classes of debts entitled to priority in bankruptcy, they expressly re-enacted two of the three, and declared that all others should come in *pari passu*, not thinking of the Friendly Societies' Act at all, and certainly not intending that two of the three sections repealed should be re-enacted in words, and the middle one by implication. Admitting for the sake of argument that the 23rd section of the Friendly Societies' Act is not repealed Mr. S. Taylor, on behalf of Lewis Voisey (of the firm of Joseph Davies and Co.), the trustee of Jackson's estate, further contended that the Burial Society in this case had forfeited all claim to the priority which they would have had prior to 1869, inasmuch as they had not taken any security from the treasurer as they were bound to do both by the terms of the Act of Parliament and their own rules. Submitting that the priority must be confined to the duly appointed officers of friendly societies, and that the Croft Burial Society had no right to protect itself from the consequences of its own carelessness at the expense of the general body of creditors. Mr. E. J. Nicholson, on behalf of the society, contended that such a strict construction ought not to be put upon the acts or omissions of a small society of this kind, in a country village, meeting at the beerhouse once a month, and contributing their monthly pence for many years to provide for their own funerals, and leaving their contributions in the hands of "mine host who had acted as treasurer for many years and whose honesty was never doubted." I am sorry that the members of the society should lose their money, but "business is business," the same principles must govern societies of this kind whether large or small, and if it were an open question under the 72nd section of the Bankruptcy Act 1869, I should still be of opinion that the society ought only to rank *pari passu* with the other creditors.

E. J. Nicholson.—I presume that your Honour makes no order against the burial society with regard to costs?

HIS HONOUR.—No; the costs of the trustee must be borne by the estate, and the burial society will pay its own costs.

Solicitors for the burial society, *Nicholson, White*, and *Nicholson*.

Solicitors for the trustee, *Davies* and *Brook*.

LEGAL NEWS.

THE next session of the Central Criminal Court commences on the 7th proximo. The judges on the rota are The Lord Chief Justice of England, Mr. Justice Brett, and Baron Cleasby.

MR. JUSTICE HONYMAN.—We are glad to be enabled to state that Mr. Justice Honyman, who was compelled by ill health to leave his circuit and return to London, is making satisfactory progress towards recovery, and will, we hope, in no long time be enabled to resume his judicial duties.—*Times*.

THE TICHBORNE COSTS. — A supplementary estimate was issued on Saturday, presented to the House of Commons, of additional sums to the money already provided for 1873, required to be voted for the year ended the 31st March inst., in which appears a sum of £40,000 to defray the further costs of the prosecution in *Reg.* v. *Castro*.

A REMARKABLE OCCURRENCE.—A reporter at Marlborough-street Police-court says: "There was only one night charge this morning, and in that the prosecutor did not attend. Such a circumstance has not occurred at this court during the past twenty-five years."

A large majority of the Associated Chambers of commerce has resolved that the abolition of imprisonment for debt is not desirable. A motion was also adopted for calling on the Government to institute an inquiry into railway management, with reference to a diminution of accidents both to passengers and railway servants. The Associated Chambers will meet next year at Newcastle.

CONTEMPT OF COURT.—On Saturday an application was made to Sir Robert Phillimore, sitting at the Judicial Committee of the Privy Council as Judge of the Court of Admiralty for the discharge of a captain of a vessel and of the pilot who had taken the ship the *Armenian* out of Millwall dock while in the custody of Mr. Evan Jones, the marshal under arrest in a suit for £20,000. The captain (Hall) had been taken at Cardiff, on an order for contempt, and Stanley, the pilot, was brought before the court by Bartlett, the officer of the marshal, in custody. As the matter was pressing Sir Robert Phillimore was asked to take the case at the Privy Council Office. Mr. Gainsford Bruce appeared for the captain, and Mr. Clarkson for the plaintiffs in the action; Mr. Butt, Q.C., held the brief of the Admiralty Advocate (Dr. Deane, Q.C.). Affidavits were produced, and the captain expressed his regret for what had been done and submitted himself to the court. The pilot, who was present, made an affidavit that he did not know he was doing wrong. His affidavit was required to be amended, and he was to express his regret and submit himself to the court. The application was not opposed, and the suit, it was understood, was settled. Sir Robert Phillimore said a gross contempt of court had been committed, but he was not disposed, after the submission of the parties and after ascertaining there was no opposition, to refuse the application. It must be known that a serious contempt had been committed, but the release would be ordered on the payment of the costs incurred by the Marshal and of all costs in the matter.

LORD COLERIDGE ON GAME LAWS.—In trying a serious case of night poaching at Salop Assizes, Lord Chief Justice Coleridge allowed his opinion upon the game laws to be pretty plainly seen in his charge to the jury. "It was to be regretted," he said, "that so much money should be paid, and so much blood spilt, for what was after all the protection of the pleasures of but a few, but with this the jury had nothing to do;" and again, "however much we might be prejudiced against the people who filled our gaols for their pleasure, this feeling ought not to have any influence when the law had been broken." That is putting the matter in a strong light, in which the conduct of the game-preservers may easily be misunderstood. Of course, in one sense, they no more "fill the goals" for their pleasure than any honest citizen, who wishes to enjoy life peaceably, fills them for his comfort; but there is a certain amount of truth in what Lord Coleridge said, which, coming from the Bench, will strike the public mind, and ought to strike it. The question, whether the pleasures of a few shall be protected at the expense of the many, is rising to the surface, and will have to be decided. It cropped up in the agricultural discussion at Bridgnorth, where a reference to the cost of maintaining poachers in gaol was received with "great applause."

COURTS OF RECORD *v.* COUNTY COURTS.—It is quite possible there are many of our Oswestry readers who never heard of the ancient Court of Record in which an action was tried last week. The court has been virtually superseded by the County Court, and although several issues have been entered, we believe, the recorder has only been troubled with the hearing of one or two for a very long period. In fact, the Court of Record may almost be said to have fallen out of the memory of the lawyers themselves, and its revival has given rise to good deal of criticism. The sole question to be decided on Thursday was one of costs. If the action had been heard in the County Court, a few shillings would have covered the official expenses, whereas the defendant will now have to pay £7 5s. 10d., taxed costs, on a debt of £1 3s., to say nothing of the fees which his own attorney has a right to charge! In fact, we are not overstating the case when we say that for a debt of a pound a total bill of £13 or £14 might be run up in the Court of Record; and it is obvious, therefore, that debtors in Oswestry are exposed to a serious danger, and that a resort to the court ought to be regarded with a certain amount of suspicion. The matter is one which intimately affects the townspeople, because, if the custom of trying issues in this court is to be revived, anyone, however honest, is liable to be heavily fined for disputing a debt. The safeguard, of course, is the recorder, with whom it rests whether costs shall be certified for, and although no intelligent Englishman ever doubts the honour of an English judge, and Mr. Kenyon's desire to do justice is above suspicion, it is open to question whether it is desirable to maintain a tribunal where such serious risks are run, side by side with another where justice is so much more economically administered. Mr. Kenyon would be the first to acknowledge that he might make a mistake, and if the defendant, on Thursday, instead of having wrongfully neglected to pay a debt, had honestly disputed it, and discovered that the law was against him, he might still have found himself saddled with these extravagant costs. With all deference to the recorder, we venture to think the Legislature never intended that costs should be certified for in a case like that of *Bennion* v. *Jones*. The custom of the Superior Courts, we believe, and it is a reasonable custom, is to certify for costs in cases where certain points have to be tried which can be better disposed of there. In this case, so far from there being any difficult question, the debt was admitted; and if the recorder was right, it is open to any attorney to sue an obstinate or poverty-stricken debtor in the court of record, and subject him, even if he pays on summons, to six or seven times the amount of costs incurred in the County Court! In the particular case under consideration the defendant brought the penalty upon himself by his neglect, but in legal matters precedent must be strictly guarded, and we are sure the recorder would not like to see his court extensively used for the recovery of small debts. There are, of course, two sides to the question. We have given one of them, and the other is stated with much force by an attorney, in our correspondence column. It is impossible to deny that County Courts are unpopular, both with tradesmen and attorneys, and the reason is plain enough. The irrational feeling against lawyers' costs—which are generally earned quite as honestly as tradesmen's profits—seems to be embodied in the constitution of the County Court, and plaintiffs are often punished either in feeling or pocket, as our correspondent points out, for trying to recover a just debt. It has long been apparent that a reform of County Court procedure was necessary, and we may perhaps hope that the subject will be taken in hand by the Legislature at the same time as various "ancient courts" which seem to many persons to have outlived their usefulness, though others would contend that they are worth preserving in these days, when the recovery of debt is becoming more and more difficult, if only to hold *in terrorem* over the heads of obstinate debtors. It sometimes seems as if the law of England were specially designed to enable people to incur debt with the smallest possible amount of danger of ever being made to pay it!—*Oswestry Advertiser*.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it

LEGAL PRACTITIONERS' SOCIETY.—UNQUALIFIED PRACTITIONERS.—As a law stationer of long standing, and undesirous that members of our craft should invade the province of the solicitor, I shall not object to see the Bill that is being promoted by the society pass into law, with a slight—but, to the law stationer, important—alteration. I assume the society would allow that the calling of the law stationer is a useful and legitimate one, and that, therefore, the society have no desire to rob the law stationer of his chief source of occupation. Nevertheless, an injury to this extent will, I think, be inflicted by the proposed Bill if it passes as printed in your columns—by the importation into it, that is, of one word which does not appear in the provisions of the Stamp Act 1870, of which provisions the proposed Bill is but an amplification. The prohibitions in the Stamp Act are against drawing and preparing, whilst in the Bill they are extended to writing also; *e.g.*, "Any person who . . . writes, draws, or prepares any instrument," &c. With this word "writes," allowed to remain, the law stationer would, it seems to me, be prohibited his chief and legitimate occupation, that of writing. I submit, on the other hand, that if this word be erased, there would be no real weakening of the protection intended to be effected by the Bill.

A SUBSCRIBER.

— The suggestions contained in the letter of Mr. George Whale in your last week's issue with reference to sect. 3 of the proposed bill were anticipated and fully discussed by the Parliamentary Committee of the society on settling the draft. It was the unanimous opinion of the members that in no case did the public require greater protection than in the matter of wills, which it was thought highly improper unqualified persons should prepare for remuneration. It was also considered that agreements under hand often comprise matters of equal importance and intricacy as deeds. I think your correspondent will find that transfers of stock are included in subsect. 3 under the term of "any instrument relating to stock or shares." The law, I submit, should not be less effectual by being consistent in its objects. A MEMBER OF THE COMMITTEE.

THE LEGAL PRACTITIONERS' ACT 1874.—I am extremely anxious for the success of the Legal Practitioners' Society, and feel confident that it can secure to the Profession many useful measures if the committee go properly about their task. Sufficient materials are in their hands to enable them to carry a strong Bill for the suppression of unqualified persons and their practices. This being so, I do most strongly protest against the miserably feeble bantling printed in your last

edition. The proposed Bill really consists of two sections. Sect. 3 is to inflict a certain penalty upon an unqualified person for preparing certain documents "for or in expectation of gain, fee, or reward," but the complaining party, who is to risk an expensive and doubtful issue in the Superior Courts as a common informer, is to prove that some reward has actually reached the offender. Knowing, as the committee do, the class of men we are proposing to legislate against, what chances are there in nine cases out of ten of action being taken to recover a penalty, of the success of such an action against men of this class, or of the recovery of either penalty or the "full costs" provided for by the Act? Sect. 4 has nothing to do with our grievances. It merely assumes that ignorant or imprudent people sign their names without advice, and are injured. That is not a matter for this society to expend its time and money upon. By far the most important ground is (for what reason I have not the remotest idea) left to be dealt with in another bill. Why another Bill when a couple of clauses to the present Bill would suffice! Every practitioner knows that an enormous share of professional work in the County Courts, Magistrates, and Bankruptcy Courts is usurped by unqualified persons, and that without these sources of revenue the class could not exist. Why not annihilate them by a blow at the foundations of their existence, instead of wasting valuable time upon this feeble attempt at legislation?

A DISAPPOINTED MEMBER.

— A correspondent in your last issue suggests that the proposed Legal Practitioners' Act 1874 should not be drawn so as to prevent unprofessional persons from preparing for gain "wills, agreements under hand, and transfers of stock containing no trust or limitation." I think that the mischief and litigation caused by ignorant "will-makers" is almost incalculable, and that to make a special exception in their favour would be anything but an advantage to the public. Every professional man knows that considerably more skill and discretion is required for the preparation even of a comparatively simple will than is required for the preparation of an ordinary conveyance, and it has been said by an eminent legal authority that the drawing of an elaborate will is the task which tests most severely the skill of an experienced conveyancer. Every professional man, too, knows that there are no documents in the preparation of which so much is left to his own individual discretion and judgment, and there are assuredly no documents which affect more vast and varied interests, or the preparation of which is more clearly within the special province of the legal profession. I think, therefore, that the alteration suggested by your correspondent would hardly be an improvement on the section as drawn. I would, however, suggest that the section should be amended, so that the defendant might be sued in the County Court for the penalty, instead of at the assizes, if the plaintiff should prefer to take this course; and also that some provision should be made to meet the common case of a solicitor lending his name to some unprofessional person on the terms of receiving a share of the profits of the business done by him. In many towns in the north of England it is quite a common thing for a solicitor's clerk who has managed to make the acquaintance of a number of clients, to commence practice on his own account, under the name of some solicitor, who, beyond receiving a share of the profits, never exercises the smallest supervision over the business done in his name. If a clause were inserted, prohibiting solicitors from entering into any arrangement in the nature of a partnership with unadmitted persons, it would do something at all events to mitigate the evil, and a good deal of disreputable touting for business on the part of such persons would be done away with. I observe that the new Government propose to bring in a bill for lessening "the delay and expense of land transfer," which are said to be "a reproach to our system of law and a serious obstacle to dealings in real property." Now it seems to me that a very considerable proportion of the expense of dealings with real property arises from the excessive stamp duty charged upon transfers thereof. In conveyances of large or even moderately-sized estates, the stamp duty frequently amounts to hundreds of pounds, all of which goes to swell the solicitor's bill, which in many instances would be cut down more than one half if the payments for stamp duty were taken out; for instance, the stamp duty on the conveyance of a couple of farms producing £500 a year will be over £60, which, in an ordinary case, would probably be as much as all the rest of the charges which the purchaser would have to pay put together. There can be no doubt whatever that the heavy stamp duty payable on conveyances is really one of the most "serious obstacles to dealings with real property," and no greater boon could be conferred upon the landed class than a substantial reduction of the impost, which produces for the Revenue a sum (some few hundred thousand pounds) utterly insignificant when compared with its effect as an obstacle to the free transfer of land. If the stamp duty on conveyances were reduced from 10s. per cent. to 2s. 6d. per cent., so as to be uniform with the stamp duty on mortgages, I believe that this would have more practical effect in lessening the cost of the transfer of land than any other provision of the measure which may be introduced by the Government. There can be no doubt whatever that a great portion of the odium which has been cast upon the legal profession in consequence of the cost of conveyancing, has been occassioned by the heavy stamp duties, of which solicitors are practically made the collectors from the purchasers of real property. I think this is a matter which might very properly be brought under the notice of the framers of the Government Bill by the Legal Practitioners' Society, and I trust no time will be lost in having this done. Another somewhat analogous grievance which I would commend to the attention of the society is the high scale of fees charged in County Courts in actions between £5 and £20. If these fees were put on a level with those charged in the Superior Courts in similar cases, and some reasonable remuneration allowed to the plaintiff's solicitor the County Courts would be extensively resorted to in many undefended cases which are now taken into such courts as the Lord Mayor's Court, the Court of Passage at Liverpool, and the Salford Hundred Court of Record, &c., simply because in those courts the plaintiff can avail himself of professional assistance without cost to himself, and without increasing the expense to the defendant.

A LANCASHIRE SOLICITOR.

THE PROSECUTION OF BANKRUPTS.—In your number of March 21, under the heading of "Lincoln County Court," you have inserted a notice of the case of "William Pearson, a bankrupt." Your report states that one Peter Platt ("Platts" is the name) was a creditor, and that "none of the creditors (except the one above referred to) had been paid." The facts are just the reverse, "all the creditors, except Peter Platts, have been paid," and Peter Platts would have been paid before the seizure referred to, but that he claimed for principal and interest a sum of more than £100, being the balance of a debt of £1242 proved in the bankruptcy, which was all the bankrupt contended he owed him for both, and which sum was tendered to the trustees and this creditor, "Peter Platts," who had then received over £1100 since the adjudication. All other creditors' claims, principal, and interest had already been settled. The alleged removal of the boxes can and will be satisfactorily explained, for they were not trust property, and, therefore, no loss to the estate, and, moreover, were removed during the absence of the bankrupt from home, and without his knowledge, privity, or consent. But a far more important question remains, which I should like to see answered in your columns, viz., When, as here, a bankrupt's estate can pay more than 20s. in the pound, upon what authority, statute, or principle of law is his surplus money to be detained, in order that his trustees may spend his own money in trying to convict him of that of which he is at least, by presumption of law innocent, and, if he should be found by verdict "Not Guilty" who is to return his money; who and what can compensate him; and are his trustees, who receive 20s. in the pound, to pay themselves, without control, whatever money they may choose to spend in this experiment? If prosecution was necessary, if they, the trustees, had "no funds in hand," surely the county, in the first instance, and then the Treasury, would have provided and paid all necessary "costs" (especially when ordered by a judge) for prosecuting the offence (if there ever was any offence) at the time of the former order, which has been, it appears, over three years in abeyance. To compel a man to pay the costs of his conviction, when he has been convicted, is one thing; to put your hand into his pocket merely on the chance of getting him convicted is surely quite a novelty. What right, beyond 20s. in the pound, can the trustees, creditors, or the court have? In this case the surplus funds are admitted to belong to either the bill of sale holder or the trustee under the liquidation. What right then have the original trustees—whose debts are paid, with costs and interest—to speculate in a prosecution, at the expence of new creditors, and so reduce the funds divisible amongst others?

AN ATTORNEY.

ARBITRATION CLAUSES IN LEGAL DOCUMENTS AND THE PROFESSION.—Now that the interests of the Profession are being somewhat more carefully looked after than they have been hitherto, I should like to direct the attention of solicitors to the way in which arbitration clauses in agreements, &c., are generally framed. For example: on page 114, vol. I. of Prideaux's Precedents in Conveyancing (sixth edition), we find a clause giving power to an architect to determine on the legal effect of the entire instrument (a building contract) as well as on those matters in it with which an architect is supposed to be conversant. The practice of drawing clauses in this form is one (amongst many others) of the causes which lead to so many legal documents being found in the offices of persons who are not lawyers, and which furnish them with precedents highly detrimental to the Profession.

SCIPIO.

COPYRIGHT IN PHOTOGRAPHS.—Will some of your readers be good enough to state what are the relative rights under the Act 25 & 26 Vict. c. 68, of the author and owner of a photograph of a picture in which the person for whom the photograph is executed for reward has the registered copyright, or who shall have registered the photograph, there being no registered copyright in the picture, and their assigns, in the absence of express agreement.

T. C. S.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.

Queries.

89. STAMP.—I observe a receipt stamp on some legacy receipts (Government form) and none on others, in each case the legacy being over £2. Which is strictly correct?

NEMO.

90. ELECTION PETITIONS.—Will any of your correspondents who have had an election petition tried in their borough, favour me with information as to what is necessary to be done for the reception of the judge? And what expenses, and how much the Treasury will allow?

W. H. BAILES.

Answers.

(Q. 79.) PROBATE DUTY.—No. A *donatio mortis causâ* differs from a legacy in these respects: (1) It takes effect *sub modo* from the delivery in the lifetime of the donor; and, therefore, it cannot be proved as a testamentary act in the Court of Probate. (2) It requires no assent or other act on the part of the executor or administrator to perfect the title of the donee. Smith's Manual of Equity, 11th edit., p. 120.

D.

(Q 80.) SETTLEMENT OF FURNITURE.—The sale in the first case being notorious as having been made by the sheriff, and the possession being consistent with the terms of the deed of assignment to trustees, I do not think registration is necessary.

D.

(Q. 81.) BANKRUPTCY—PRACTICE IN COUNTY COURTS.—Certainly not. Even registrars of County Courts, possessing jurisdiction in bankruptcy, charge for taking affidavits of proofs of debt, &c.

D.

(Q. 83.) SOLICITOR'S ACCOUNTS.—By action at law. The relation of principal and agent does not of itself entitle the principal to come into equity for an account if the matter can be fairly tried at law: (*Barry* v. *Stevens*, 31 Beav. 258; *Smith* v. *Leveaux*, 1 Hem. & M. 123; 2 D. J. & S. 1.) An action of account was brought recently at common law; *vide Beer* v. *Beer* (12 C. B. 2.)

D.

(Q. 88.) LIQUIDATING DEBTOR—CONVEYANCE.—It is not necessary that the liquidating debtor should concur in the conveyance. On the bankruptcy of any person the whole of his freehold as well as his personal estate is now vested in the creditor's trustee by virtue of his appointment in trust for the whole body of the creditors. 32 & 33 Vict. c. 71, s. 25, par. 5, empowers the trustee "to exercise any powers the capacity to exercise which is vested in him under this Act, and to execute all powers of attorney, deeds, and other instruments, expedient or necessary for the purpose of carrying into effect the provisions of this Act." The trustee can even bar estates tail and exercise powers of appointment in the same manner as the bankrupt (which term also includes liquidating debtors) might have done for his own benefit

D.

LAW SOCIETIES.

BRISTOL ARTICLED CLERKS' DEBATING SOCIETY.

A MEETING of this society was held in the Law Library on Tuesday evening, the 17th inst., J. Osborne, Esq., solicitor, occupying the chair. The following was the subject for discussion: "Which is the most advantageous to the holder, an estate in fee simple, fee farm, or for a term of 1000 or more years?"

Mr. Mosely opened and Mr. Baylis opposed.

LAW STUDENTS' DEBATING SOCIETY.

THE Society met on Tuesday evening last at the Law Institution, as usual. The following question was discussed by a well attended meeting: (CCXXVII. Jurisprudential) Should the law be amended so as to give effect to the verdict of a majority of a jury? and decided in the negative by the casting vote of the chairman.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's Inn Hall on Wednesday, the 25th March, Mr. Rubinstein in the chair. Mr. Baker opened the subject for the evening's debate, viz., "That the Government was not justified in making war on the Ashantees." The motion was lost by a majority of two.

BIRMINGHAM LAW STUDENTS' SOCIETY.

AT a meeting of this society, held on Tuesday evening last, Dr. Sebastian Evans, Barrister-at-Law, in the chair, a discussion took place on the following subject: "That the breach of a contract for personal service should not be treated as a criminal offence." Mr. Glaisyer, LL.B., (solicitor), read in the affirmative, and was supported by Messrs. Wm. Johnson, F. Smith, and Heath (Walsall); Messrs. F. W. Lowe, David, and W. H. Warlow spoke in the negative. After which the chairman summed up the various arguments, remarking that in many civil cases imprisonment was as merited a punishment as the being mulcted in damages, the sin against morals being scarcely less than in some criminal offences; also, that the labour struggle was not so much one between master and *employé* as between the former and trades unions, which at present were richer than a small employer standing by himself, but now that the masters were combining this would not long be so. The voting was in favour of the negative by a large majority.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Geneaiogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

SENATOR SUMNER.

THE late Mr. Charles Sumner, the distinguished American politician and author, whose death, at New York, has just been announced, was born at Boston, Massachusetts, in January, 1811, so that he had just completed his sixty-third year. He was educated at the Boston Latin School and at Harvard College, where he graduated in 1830; he studied law in the same institution after taking his degree. Being called to the Bar in 1834, he began to practise at Boston, and was soon esteemed a sound lawyer. Prior to his admission to the Bar he had contributed to, and afterwards became editor of, the *American Jurist*, a quarterly law journal, and shortly after his admission he was appointed lecturer on constitutional law and the law of nations to the Cambridge Law School. In 1836 he edited Dunlop's "Treatise on the Practice of the Admiralty Courts in Cases of Civil Jurisdiction at Sea," and in the same year he was offered a professorship in the law school, and also one in Harvard College, both of which he declined. Mr. Sumner visited Europe the following year, and was present in Paris during General Cass's embassy. He remained in Europe nearly three years, of which one was spent in England, where he was received with great cordiality by some of the most eminent jurists. Whilst at Paris he wrote, at the request of the ambassador, a defence of the rights of the United States in reference to the questions then pending between the two Governments. On his return to Boston, in 1840, he resumed practice, and in 1844-6 published, with annotations, "Vesey's Reports," in 20 vols. In 1845 Mr. Sumner avowed himself an advocate of peace in a speech before the municipal authorities at Boston, on the "True Grandeur of Nations." He subsequently signalised himself by his opposition to the annexation of Texas, and by his support of Mr. Van Buren, as candidate for the presidency in 1848. In this year he also became associated with the Freesoil party, and gave them efficient aid. Two years later, on the resignation by Mr. Webster of his seat in the Senate, to enter Mr. Fillmore's Cabinet, Mr. Sumner was, after a severe contest, elected his successor by a coalition of Freesoilers and Democrats. His first important speech was an attack upon the then pending Fugitive Slave Law, which he strongly denounced. In 1856, after a protracted struggle against the repeal of the Missouri Compromise and the wrongs done to Kansas, he made an eloquent speech of two days, subsequently published under the title of "The Crime against Kansas," in which he severely denounced the action of some of the Southern members of Congress. For this, two days afterwards, he was brutally attacked by Mr. Brooks, a Southern member; and the result of the injuries he received was a long and serious disability, from which he was three or four years in recovering. He was re-elected to the Senate in 1857; but though he resumed his seat for a few months, in 1858, he was unable to perform any active duties till the latter end of 1859. Mr. Sumner's name is famous in Europe as the champion of slave abolition, which is in no small degree owing to his elaborate and eloquent speech on the "Barbarism of Slavery," delivered in the session of 1859-60. He took an active part in the presidential contest of 1860, opposing all concession to a compromise with slavery, and during the war that followed he proposed emancipation as the speediest mode of bringing the war to a close. From 1861 to 1871 he filled the post of chairman of the committee on Foreign Relations in the Senate. In 1862 he made an elaborate argument in the Mason and Slidell case, in which he took the ground that their seizure was unjustifiable on the principles of international law, which the United States had always maintained. During the war, and since its termination, Mr. Sumner has been conspicuous for the statesmanlike views he has advanced on all the great questions of state, though offence was taken at the position he was supposed to have maintained in regard to the Alabama claims. On the removal of Mr. Sumner from the chairmanship of the committee on Foreign Relations, in 1871, the *New York Tribune* observes that "after all fair deductions and qualifications have been made, Mr. Sumner stands to-day the foremost American senator. Say, if you will, that he has been needlessly harsh and bitter in his opposition to Santo Domingo—that he might have strenuously, forcibly resisted annexation without making a personal issue with our mild-mannered President and his most urbane Secretary of State—that entitling his speech against annexation 'Naboth's Vineyard' was excessively severe and offensive—what does all this amount to but that he might better be somebody else, and not Charles Sumner? In this world of limitations and imperfections, it seems wiser to value every one according to the good we find in him, and not exact of each the possession and display of every conceivable excellence. That it was a mistake in the Senate to remove Mr. Sumner from the chairmanship of its committee on Foreign Relations, we cannot doubt. And yet the position to which he was transferred was better adapted to his genius, and more accordant with his lofty renown. For, while we have had no senator since Salmon P. Chase entitled to rank with Charles Sumner, and though that must be a very meagre compend of American history which omits his name, yet his honourable eminence has been nowise achieved through the chairmanship aforesaid, but wholly through that eager, uncompromising, unsleeping devotion to the equal rights of man which the position just assigned him by the Senate must afford him the largest opportunities to subserve. If he had asked the Senate to relieve him from further service in the committee on Foreign Relations, and assign him instead to just such duties as have now been imposed on him, the wisdom and fitness of his choice would have been generally admitted." Besides the law books mentioned above, Mr. Sumner was the author of "A Defence of the American Claim in the North-Eastern Boundary Controversy," and "White Slavery in the Barbary States," published in 1847; he has also published numerous speeches, which have been issued in 4 vols. A collection of his complete works, edited by the Hon. Charles A. Phelps, with a life, has been published in 10 vols. in America.

W. WEALL, ESQ.

THE late William Weall, Esq., solicitor, of Bellyard, Doctor's-commons, who died at his residence, The New Dove House, Pinner, near Watford, on the 11th inst., in the fifty-eighth year of his age, was third son of the late Thomas Weall, Esq., of Woodcote Lodge, in the county of Surrey, by Margaret, daughter of William Smith, Esq. He was born at Beddington, Surrey, in the year 1817, and was educated at the school of Dr. Lord, at Tooting. Mr. Weall, who was admitted a solicitor in Michaelmas Term 1840, married in 1852 Rosa Annie, daughter of William Vale, Esq., by whom he left a family of five children. His remains were interred at Norwood Cemetery on the 17th inst.

THE COURTS AND COURT PAPERS.

COURT OF CHANCERY—EASTER VACATION.

DURING the Easter vacation all applications which are of an urgent nature are to be made to the Master of the Rolls.

The Master of the Rolls will sit at the Rolls House on Wednesday the 1st, and Wednesday the 8th April 1874.

In cases of great emergency, applications to the Master of the Rolls may be sent by book post, prepaid, accompanied with the brief of counsel, endorsed with the terms of the order applied for, and a copy of such endorsement on foolscap paper with a stamped envelope addressed to the solicitor making the application, and a stamped envelope addressed to the vacation registrar, and such other papers as may be thought necessary.

On applications for injunctions or writs of *Ne exeat Regno*, there must be sent in addition to the above, a copy of the bill, a certificate of bill filed and office copies of the affidavits in support of the application.

The counsel's brief sent to the Master of the Rolls will, when any order is made thereon, be returned direct to the registrar, and a copy of the indorsement on counsel's brief of the order made will be sent by post to the solicitor making the application. The address of the Master of the Rolls can be obtained at the Rolls House.

The chambers of the Master of the Rolls will be open on Thursday the 2nd, and Wednesday, Thursday, and Friday, the 8th, 9th, and 10th April, 1874, from eleven to one o'clock.

The equity judges' chambers (other than those of the Master of the Rolls) will be closed on Wednesday, the 1st April, at 4 p.m., and be re-opened on Monday, the 13th April, at ten o'clock a.m.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, March 13.

ENFIELD and DOWSON, attorneys and solicitors, Nottingham. Feb. 28, (Richard Enfield and Benjamin Dowson)

Bankrupts.

Gazette, March 20.

To surrender at the Bankrupts' Court, Basinghall-street.

BURGESS, WILLIAM, financial agent, Lessness-pk, Belvedere, and 3, Lombard-ct, Lombard-st. Pet. March 17. Reg. Hazlitt. Sol. Ditton, Ironmonger-la. Sur. March 31

KING, THOMAS BELLAMY, fruit merchant, Pudding-la, Eastcheap. Pet. March 17. Reg. Hazlitt. Sol. Downing, Basinghall-st. Sur. March 31

REDWOOD, MARY, widow, Sloane-st, Chelsea. Pet. March 17. Reg. Brougham. Sols. Clark and Co. King-st. Sur. April 17

To surrender in the Country.

ELLIS, WALTER, farmer, Thornthwaite, near Ripley. Pet. March 14. Reg. Jefferson. Sur. April 2

HAMILTON, WILLIAM, draper, Windsor. Pet. March 17. Dep. Reg. Darvill. Sur. April 11

NEALL, JACOB, shoemaker, Stilton. Pet. March 14. Reg. Gaches. Sur. April 1

Gazette, March 24.

To surrender at the Bankrupts' Court, Basinghall-street.

HAGMAIER, PHILIP HENRY, out of business, Catherine-terrace, Fairfield-rd, Bow. Pet. March 21. Reg. Roche. Sur. April 14

To surrender in the Country.

ALLEN, JOHN, farmer, Bisbrooke. Pet. March 19. Reg. Ingram. Sur. April 13

DICKSON, WILLIAM, navy provision merchant, West Hartlepool. Pet. March 20. Reg. Ellis. Sur. April 13

WARREN, GEORGE, victualler, Bournemouth. Pet. March 19. Reg. Dickinson. Sur. April 10

WATSON, WILLIAM, iron shipbuilder, Sunderland. Pet. March 18. Reg. Ellis. Sur. April 14

BANKRUPTCIES ANNULLED.

Gazette, March 20.

FISK, CHARLES, Histon. Aug. 23, 1873

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, March 20.

ASHBURN, HENRY, grocer, Blackburn. Pet. March 17. April 9, at one, at the White Bear hotel, Manchester. Sols. Hall and Holland, Blackburn

ATKINSON, JOHN WALTON, saddler, Carlisle. Pet. March 16. April 2, at three, at office of Sol. Wannop, Carlisle

AUSTIN, THOMAS, foreman, Morley. Pet. March 14. April 8, at three, at office of Sols. Fawcett and Malcolm, Leeds

BAILEY, WILLIAM HENRY, mechanic, Keighley. Pet. March 13. March 31, at eleven, at offices of Sols. Wright and Waterworth, Keighley

BLACKMORE, MARY, school proprietress, Brighton. Pet. March 14. April 1, at three, at the Castle hotel, Brighton. Sol. Penfold, Brighton

BLAKE, JOSEPH NICHOLSON, surgeon, Taunton. Pet. March 18. April 9, at eleven, at office of Sol. Kite, Taunton

BLANCHARD, RICHARD COOK, furnishing warehouseman, Liverpool. Pet. March 16. April 7, at two, at office of Sol. Harris, Liverpool

BLISS, EDWIN, greengrocer, Birmingham. Pet. March 16. March 31, at quarter-past ten, at office of Sol. Green, Birmingham

BOLLAND, THOMAS, horse dealer, Salford. Pet. March 17. April 2, at two, at offices of Sol. Lawton, Manchester

BRAUTIGAM, JOHN, baker, Marshall-st, Golden-sq. Pet. March 17. April 1, at three, at office of Sols. Messrs. Young, Mark-lane

BRIGGS, WILLIAM PULLAN, grocer, Briggate. Pet. March 16. April 2, at three, at offices of Sol. Hutchinson, Bradford

BROWN, THOMAS WYLDE, butcher, Bridgnorth. Pet. March 7. April 1, at twelve, at the County Court, Madeley. Sol. Free, Birmingham

BUCHAN, CHARLES FORBES, surgeon, Bridgwater. Pet. March 16. April 7, at twelve, at office of Sols. Reed and Cook, Bridgwater

BUSKIN, HENRY MASON PLAISTO, corn factor, Mark-la. Pet. March 12. April 7, at three, at office of Sol. Kearsey, Old Jewry

CARLSSON, VICTOR HUGO, and LILLJA, JOHN WILLIAM, commission merchants, Great St. Helen's. Pet. March 17. April 13, at three, at 6 and 8, Lime-st-sq. Sols. Stocken and Jupp, Leadenhall-st

CHERRY, ELIZA, furniture dealer, Uxbridge. Pet. March 17. April 10, at three, at offices of Sol. Garner, High-st, Uxbridge

CHURCHILL, GEORGE, bootmaker, Sutton Coldfield. Pet. March 14. March 30, at three, at office of Sols. Rowland and Bagnall, Birmingham

CLAYTON, SAMUEL, bootmaker, Aberavon. Pet. March 17. April 2, at one, at the Swan hotel, Bristol. Sol. Tennant, Aberavon

COLDBECK, HENRY, farmer, Grewelthorpe. Pet. March 17. April 10, at twelve, at Arrowsmith and Winn, Ripon. Sol. Waistell, Northallerton

COORRI, HENRY, Talbot-rd, Bayswater. Pet. March 14. April 10, at two, at office of Sol. Lewis, Furnival's-inn

COSHAM, JOHN, innkeeper, Laughton. Pet. March 17. April 2, at eleven, at the Bear hotel, Cliffe. Sol. Hillman

COULTER, JOHN, coachbuilder, Evesham. Pet. March 18. April 8, at eleven, at the Crown hotel, Evesham. Sol. Eades, Evesham

CROSS, HENRY, soap salesman, Bristol. Pet. March 14. March 30, at twelve, at office of Sol. Clifton, Bristol

DALE, JOHN, baker, Kettering. Pet. March 14. March 30, at eleven, at offices of Sol. Preedy, Kettering

DONALD, THOMAS CORSON, fish dealer, Bolton. Pet. March 18. April 15, at two, at the Mitre hotel, Manchester

DOWNING, EDWARD, cabinet maker, Doncaster. Pet. March 16. April 2, at one, at offices of Sol. Tattershall, Sheffield

EDWARDS, HENRY, innkeeper, Abergavenny. Pet. March 14. April 1, at eleven, at the Wellington hotel, Gloucester. Sol. Harris, Tredegar

EMMERTON, ALFRED, out of business, Middlesbrough. Pet. March 17. April 8, at half-past two, at Mrs. Barker's Temperance hotel, Middlesbrough. Sol. Bainbridge, Middlesbrough

EVANS, THOMAS, painter, Birmingham. Pet. March 17. April 2, at three, at offices of Sole, Wright and Marshall, Birmingham

FAIRHURST, ROBERT, joiner, Macclesfield. Pet. March 17. April 8, at three, at office of Sols. Higginbotham and Barclay, Macclesfield

FREEMAN, THOMAS, slater, Nottingham. Pet. March 14. April 8, at twelve, at office of Sol. Belk, Nottingham

GASKIN, JOSEPH, grocer, Plymouth. Pet. March 17. April 6, at eleven, at offices of Dawe, Union-ter, Union-st, Plymouth. Sol. Harrison, Plymouth

GENT, FRANCIS, farmer, Kingsley. Pet. March 10. March 27, at eleven, at office of Sols. Cooper and Chawner, Uttoxeter

GOODING, WILLIAM, miller, Wickham St. Paul's. Pet. March 14. April 1, at ten, at office of Sol. Cardinall, Halstead

HEDGE, SAMUEL, timber merchant, Staines. Pet. March 17. April 9, at two, at the Railway hotel, Staines. Sols. Ashley and Tee, Frederick's-pl, Old Jewry, London

HUDSON, ALEXANDER, victualler, Brighton. Pet. March 17. April 8, at three, at the Telemachus room, Old Ship hotel, Brighton. Sol. Chalk, Brighton

HUME, RICHARD, jeweller, Workington. Pet. March 17. April 6, at eleven, at office of Sol. Guy, Workington

JAMES, JOHN, JAMES, WILLIAM, and BRADLEY, JOHN, builders, Birmingham. Pet. March 17. April 4, at two, at office of Sol. Ladbury, Birmingham

JONES, JOHN, victualler, Swansea. Pet. March 18. April 1, at two, at offices of James, accountant, Post-office-bldgs, Swansea

JULL, PROCTOR, grocer, Caledonian-rd. Pet. March 17. April 13, at two, at offices of Sols. Lawrance, Plews, and Boyer, Old Jewry-chmbs

KENT, GEORGE, builder, Prospect-villas, Lower Norwood. Pet. March 17. April 2, at three, at offices of Sol. Walls, Walbrook

LANE, DAVID, innkeeper, Haverfordwest. Pet. March 16. March 31, at eleven, at the Mariners' hotel, Haverfordwest. Sol. Price, Haverfordwest

LEE, THOMAS, farmer, Berghill. Pet. March 16. April 7, at eleven, at the Guildhall, Oswestry. Sol. Davies, Oswestry

LEES, JOHN, farmer, Woodhouses. Pet. March 12. March 30, at two, at the Green Man hotel, Ashborne. Sol. Holland, Ashborne

LEWIS, ABRAHAM, general dealer, Great Chapel-st, Westminster. Pet. March 13. March 30, at three, at office of Sol. Lind, Beaufort-bldgs, Strand

LUMSDEN, JAMES PERCY, grocer, York-pl, Nunhead, Peckham Rye. Pet. March 17. April 9, at three, at offices of Sol. Carr, Rood-la

LYONS, EDWARD, tailor, High-st, Borough. Pet. March 18. April 7, at three, at office of Sols. Lewis and Lewis, Ely-place, Holborn

LYONS, JOSEPH, fishmonger, Stafford. Pet. March 16. April 2, at eleven, at office of Sol. Bowen, Stafford

MACEY, THOMAS OSBORNE, grocer, Birmingham. Pet. March 18 April 2, at three, at office of Sol. Lowe, Birmingham

MAGNUS, EDWARD, boot manufacturer, St. Mary-axe. Pet. March 16. March 31, at three, at offices of Rogers and Barron, 49, Moorgate-st. Sol. Emanuel, Walbrook

MAINWARING, WILLIAM, builder, Forestfach. Pet. March 9. March 31, at three, at office of Sol. Morris, Swansea

MATHER, JOHN, tailor, Manchester. Pet March 16. April 1, at three, at offices of Sols. Marriott and Woodall, Manchester

MEDLEY, JAMES, haulier, Gellygaer. Pet. March 14. March 30, at one, at offices of Sols. Simon and Plews, Merthyr Tydfil

MORRELL, GEORGE, baker, Birmingham. Pet. March 18. April 4, at eleven, at office of Sol. Duke, Birmingham

MORRIS, JOHN, coal dealer, Runcorn. Pet. March 16. April 2, at three, at the Davies and Co. Bewsey-st, Warrington. Sols. Davies and Brook, Warrington

NEIL, AITKEN, and RANDALL, CALEB, manufacturing ironmongers, Leighton Buzzard. Pet. April 17. April 8, at three, at the White Hart hotel, Banbury. Sols. Lumley and Lumley, Old Jewry-chmbs, London

ORMEROD, PETER, hay dealer, Blackburn. Pet. March 18. April 7, at twelve, at office of Sols. Hall and Holland, Blackburn

OWEN, JOHN, innkeeper, Llandderfel. Pet. March 17. April 4, at twelve, at the Derfel Gadarn inn, Llandderfel. Sol. James, Corwen

OWENS, WILLIAM, butcher, Merthyr Tydfil. Pet. March 16. April 1, at eleven, at offices of Sol. Lewis, Merthyr Tydfil

PARKER, JOHN ROBERT, victualler, Bridgnorth. Pet. March 14. April 1, at twelve, at the County Court, Madeley. Sol. Free, Birmingham

POOLE, CLEMENT WILLIAM, manufacturing chemist, Duke-st, Bloomsbury, under firm of George Barth and Co. Pet. March 18. April 13, at twelve, at the Guildhall Coffee-house, Gresham-st. Sols Treherne and Wolferstan, Ironmonger-la, Cheapside

PRUST, WILLIAM EDWARD, engineer, Hackney-rd. Pet. March 17. April 2, at three, at the Guildhall tavern, Grasham-st. Sol. Walter, Moojen, and Son, St. Benet's-place, Gracechurch-street

PUGH, WILLIAM THOMAS, builder, Birmingham. Pet. March 18. April 2, at two, at offices of Sols. Maher and Poncia, Birmingham

RANDALL, ROBERT WILLIAM, retailer of beer, Reading. Pet. March 16. April 1, at ten, at the Catherine Wheel inn, Reading. Sol. Cave, Newbury

RATHBONE, WILLIAM, and WEBBER, RICHARD JOHN, corn merchants, Mark-la, and Upper Thames-st. Pet. March 17. April 9, at two, at the Chamber of Commerce, 145, Cheapside. Sol. Bunton, Abchurch-la

REED, WILLIAM, grocer, Bristol. Pet. March 13. April 1, at two, at offices of Barnard, Thomas, and Co., accountants, Bristol. Sol. Beckingham, Bristol

RICHARDS, RICHARD WILLIAM, clock maker Petersfield. Pet. March 18. April 7, at two, at office of Soames, New-inn, Strand. Sol. Soames, Petersfield

RIDSDALE, GEORGE, surgeon, Euston-sq. Pet. March 9. March 30, at twelve, at office of Sol. Godfrey, Gresham-bldgs, Guildhall

ROBERTS, WILLIAM, grocer, Swansea. Pet. March 14. March 31, at eleven, at office of Sols. Davies and Harland, Swansea

RUNCIMAN JAMES ANDREW, bootmaker, King-st, St. James's, and St. Georges-sq. Pet. March 17. April 1, at two, at 20, Old Burlington-st. Sols. Messrs. Pike

SCHOFIELD, JOSEPH WALTON, hatter, Trowbridge. Pet. March 18. April 10, at eleven, at office of Sols. Clark and Collins, Trowbridge

SCOFIELD, WILLIAM, currier, Maldon. Pet. March 14. April 9, at two, at office of Sol. Warmington, Gresham-bldgs, Basinghall-street

SELLARS, THOMAS, confectioner, Sheffield. Pet. March 16. April 2, at twelve, at office of Sol. Tattershall, Sheffield

SHAW, JOSEPH, and NORTH, BENJAMIN, dry soap manufacturer, Huddersfield. Pet. March 17. April 2, at half-past ten, at office of Sols. Messrs. Barber, Huddersfield

SHEPHERD, JOSEPH, saddler, Bradford. Pet. March 18. April 3, at three, at office of Sol. Atkinson, Bradford

SILVERSTON, ABRAHAM, jeweller, High Holborn, and Ludgate-hill. Pet. March 17. April 9, at two, at office of Howse, accountant, 49, Leicester-sq. Sol. Morris, Leicester-sq

SKYRME, GEORGE, jun., grocer, Hay. Pet. March 18. April 4, at 1, at the Mitre hotel, Hereford. Sol. Cheese, Hay

SMITH, JOHN, paper manufacturer, Durham. Pet. March 16. March 30, at twelve, at the County hotel, Durham. Sol. Brignal, Durham

SPARLING, MARIA LOUISA, schoolmistress, Tunbridge. Pet. March 14. March 30, at four, at the Rose and Crown hotel, Tunbridge. Sols. Stone and Simpson, Tunbridge Wells

STONIER, HORATIO, engine tenter, Hanley. Pet. March 14. March 28, at ten, at the County Court offices, Hanley. Sol. Shires, Leicester

SUDGETT, RICHARD SAMUEL, coal merchant, Durham-wharf, and King's-rd, Peckham. Pet. March 16. March 31, at three, at office of Sol. Lea, Old Jewry-chmbs, Old Jewry

TAYLOR, ALFRED, wheelwright, Disley. Pet. March 17. April 2, at three, at office of Sol. Hardy, Manchester

TAYLOR, THOMAS, gasfitter, Lowestoft. Pet. March 18. April 8, at twelve, at office of Sol. Seago, Lowestoft

TERRY, JOSEPH, grocer, Bradford. Pet. March 17. April 2, at eleven, at office of Sols. Peel and Gaunt, Bradford

THOMAS, JAMES, and SMITH, EDWIN, ironmasters, Blaston. Pet. March 17. April 13, at eleven, at office of Sols. Duignan, Lewis, and Lewis, Walsall

THORN, RICHARD, clothier, Plymouth. Pet. March 16. March 31, at eleven, at office of Sols. Messrs. Edmonds, Plymouth

THORNTON, HARTLEY, slater, Idle and Otley. Pet. March 18. April 2, at three, at office of Sol. Atkinson, Bradford

THORNTON, JOSEPH, provision dealer, Worcester. Pet. March 17. March 31, at three, at office of Sol. Tree, Worcester

TOWNSHEND, JOSEPH, publican, Bradley. Pet. March 16. April 4, at eleven, at office of Sol. Barrow, Wolverhampton

TROWBRIDGE, GEORGE, printseller, Liverpool. Pet. March 16. March 31, at three, at office of Sol. Forrest, Liverpool

TWISS, JOHN, agent, Walsall. Pet. March 17. April 2, at eleven, at office of Sol. Stanley, Walsall

WACKETT, ALFRED, late provision merchant, Norton Folgate. Pet. March 11. March 27, at twelve, at the King and Queen, 30, Norton Folgate. Sol. Long, Landsdown-ter, Grove-rd, Victoria-park

WARBURTON, WILLIAM, painter, Heywood. Pet. March 16. April 2, at three, at the Dog and Partridge inn, Manchester. Sol. Clegg, Oldham

WEBBER, GEORGE, greengrocer, Exeter. Pet. March 16. April 2, at half-past four, at 40, Sidwell-st, Exeter

WEEKS, FREDERICK, builder, Buckfastleigh. Pet. March 16. April 2, at eleven, at the Commercial inn, Totnes. Sols. Messrs. Windeatt, Totnes

WEST, CHARLES, shoemaker, Gosport. Pet. March 16. April 10, at eleven, at office of Sols. Messrs. Chamberlain, Southsea

WHEELER, JESSE, coal merchant, Chinnor. Pet. March 16. April 2, at three, at the Crown inn, Chinnor. Sol. Clark, High Wycombe

WHORROD, FREDERICK, grocer, Spring-pl, Wandsworth-rd. Pet. March 3. March 27, at three, at office of Sol. Ody, Trinity-st, Southwark

WIGHT, GEORGE, painter, Oldham. Pet. March 17. April 2, at three, at office of Sol. Dawson, Manchester

WOOTTON, JOHN, grocer, Tunstall. Pet. March 18. April 6, at eleven, at the Saracen's Head hotel, Hanley. Sol. Cooper, Congleton

Gazette, March 24.

ALDOUS, ROBERT, grocer, Kilsale. Pet. March 21. April 8, at two, at J. Pearce's Rooms, Princes-street, Ipswich. Sol. Brooke

ANDERSON, WILLIAM, licensed victualler, St. Alban's. Pet. March 17. April 7, at eleven, Simpson's offices, St. Peter-street, St. Alban's

BAKER, EDWARD GEORGE, common brewer, Langham. Pet. March 21. April 8, at two, at the Crown inn, Oakham. Sol. Owston, Leicester

BARKER, JOHN, ironmonger, Manchester. Pet. March 21. April 15, at three, at office of Sols. Sutton and Elliott, Manchester

BARNES, GEORGE, and CARTER, JOHN, jun., iron bedstead manufacturers, Liverpool. Pet. March 21. April 7, at two, at offices of Sol. Williams, Liverpool

BARTON, JOHN, licensed victualler, Derby. Pet. March 26. April 11, at seven, at office of Sol. Hextall, Derby

BEALE, WILLIAM, coal merchant, Oswey. Pet. March 11. April 2, at two, at offices of Sol. Cooper, Charing-cross, London

BLACKLEY, JAMES, florist, Oliver-rd, par. Leyton. Pet. March 17. April 16, at three, at offices of Holloway, accountant, 173, Ball's Pond-rd, Islington. Sol. Pyke, Leighton-rd, Kentish-town

BOWEN, THOMAS, grocer, Stockton-on-Tees. Pet. March 17. April 8, at half-past two, at Mrs. Barker's Temperance hotel, Middlesborough. Sol. Bainbridge, Middlesborough

BRAGG, MATTHEW JAMES, builder, Paignton. Pet. March 20. April 7, at twelve, at office of Sol. Eastley, Paignton

BREAD, FREDERICK, shopkeeper, Halifax. Pet. March 20. April 4, at four, at office of Sol. Hill, Halifax

BROCKBANK, GEORGE HENRY, pianoforte manufacturer, Montgomery-rd, Acton-gr. Pet. March 17. April 2, at two, at offices of Sol. Arnold, Finsbury-pavement

CADDICK, JAMES, grocer, Middlesborough. Pet. March 17. April 8, at eleven, at Mrs. Barker's Temperance hotel, Middlesborough. Sol. Bainbridge, Middlesborough

CAPPS, EDMUND, builder, Kessingland. Pet. March 19. April 9, at three, at the Suffolk hotel, Lowestoft. Sol. Stanley, Norwich

CARTER, JABEZ, bolt manufacturer, Darlaston. Pet. March 20. April 9, at eleven, at offices of Sol. Slater, Darlaston

CASTLETON, ELIJAH, dealer, Wymondham. Pet. March 19. April 4, at twelve, at office of Sols. Emerson and Sparrow, Norwich

CAVELL, CHARLES, milliner, Old Burlington-st. Pet. March 20. April 10, at eleven, at office of Sol. Philpott, Guildhall-chmbs, Basinghall-st

CHEESMAN, JOHN, grocer, Faversham. Pet. March 19. April 6, at two, at the Bull hotel, Rochester. Sol. Johnson, Faversham

CHRISTIE, WILLIAM, jun., corn merchant, Albion-pl, Lower-rd, Rotherhithe. Pet. March 20. April 6, at three, at offices of Sols. Saffery and Huntley, Tooley-st, London-bridge

COCKROFT, JAMES, ironmonger, Halifax. Pet. March 10. March 25, at three, at the Talbot hotel, Halifax. Sol. Leeming, Halifax

DANSON, JOHN, cabinet maker, Whitehaven. Pet. March 20. April 8, at three, at office of Sol. McKelvie, Whitehaven

DOSSETT, THOMAS HAPGOOD, provision dealer, Halifax. Pet. March 19. April 10, at eleven, at offices of Sols. Ingram and Huntriss, Halifax

DOWNES, EDWARD, carman, Long-la, Southwark. Pet. March 20. April 6, at two, at offices of Sols. Saffery and Huntley, Tooley-st, London-bridge

DUCKETT, RICHARD, dyer, Northampton. Pet. March 20. April 13, at eleven, at office of Sol. Jeffery, Northampton

ENGLISH, GEORGE WILLIAM, attorney's clerk, Colchester. Pet. March 20. April 7, at one, at office of Sol. Jones, Colchester

EVANS, JOHN, watchmaker, Welchpool. Pet. March 17. April 10, at twelve, at office of Sol. Jones, Welchpool

FLETCHER, JOHN, and ALFORD, JOHN, travelling draper, Saint Sidwell. Pet. March 20. April 14, at twelve, at office of Sol. Campion, Exeter

FORD, JOSEPH, jun., out of business, Commercial-rd, Peckham. Pet. March 19. April 4, at ten, at offices of Lewis, 123, Chancery-la. Sol. Padmore, Victoria-st, Barnsbury-rd, Islington

FREER, ROBERT, butcher, Leicester. Pet. March 18. April 8, at three, at office of Sol. Haxby, Leicester

GARLAND, RICHARD JAMES, builder, Addington-sq, Camberwell. Pet. March 12. March 28, at four, at the Mason's Hall tavern, Mason's-avenue, Basinghall-st. Sol. Rigby, Southwark-bridge-rd

GUIVER, JAMES, theatrical manager, Oxford-st, and Tufnell-park-rd, Holloway. Pet. March 21. April 11, at two, at the Bridge House hotel, Borough High-st, Southwark. Sols. Harris and Finch, Borough High-st, Southwark

HALLEN, THOMAS CHAMBERS, farmer, Raglan. Pet. March 21. April 8, at eleven, at office of Sols. Messrs. Williams, Newport

HANCOCK, BENJAMIN, cutlery manufacturer, Sheffield. Pet. March 20. April 8, at twelve, at office of Sol. Mellor, Sheffield

HILL, JOSEPH JOHN, wharfinger's clerk, Elton Villa, Leyton. Pet. March 21. April 10, at twelve, at the Inns of Court hotel, Holborn. Sols. Barrett and Dean, Slough

HOCKLEY, WILLIAM ROBERT, leather seller, Northampton. Pet. March 19. April 6, at eleven, at office of Sol. Jeffery, Northampton

HOUGHTON, RICHARD, bootmaker, Bury. Pet. March 19. April 8, at three, at office of Sol. Anderson, Bury

HARRIS, FREDERICK, grocer, Birmingham. Pet. March 21. April 8, at three, at office of Sols. Coleman and Coleman, Birmingham

HARRISON WILLIAM, builder, York. Pet. March 19. April 9, at three, at office of Sol. Paley, York

HASTINGS, CHARLES, builder, New Swindon. Pet. March 20. April 6, at half-past twelve, at office of Sol. Wilton, Swindon

JENKINS, HENRY GIDOIN, late a major on the retired list of the Indian army, Chippenham. Pet. March 21. April 8, at twelve at office of Sol. Smith, Warnford-st, Throgmorton-st, London

KELLETT, ROBERT, pawnbroker, Preston. Pet. March 19. April 6, at eleven, at office of Sol. Fryer, Preston

KELF, JAMES, hosier, Brighton. Pet. March 21. April 14, at two, at offices of Baggs, Clarke, and Joselyne, 28, King-st, London. Sols. Phelps and Sidgwick, Gresham-st, London

LANCASTER, JAMES, upholsterer, Tottenham-ct-rd, and Springfield-ter, Brecknock-rd. Pet. March 19. April 8, at two, at offices of Sol. Briant, Old Broad-st

LANCASTER, THOMAS, out of business, Liverpool. Pet. March 19. April 8, at two, at offices of Sols. Lawrance and Dixon, Liverpool

LASCOMB, WILLIAM JAMES, cattle dealer, Hampreston. Pet. March 18. April 8, at eleven, at the Railway hotel, Wimborne Minster. Sol. Moore, Wimborne Minster

LINSEY, JOHN HENRY, bookbinder, Stanhope-st, Strand, also North End, Finchley. Pet. March 14. March 31, at twelve, at Mullen's hotel, Ironmonger-la. Sol. King

LOVERIDGE, GEORGE, umbrella maker, Basingstoke. Pet. March 20. April 7, at twelve, at office of Sol. Chandler, Basingstoke

MALLALIEU, FRANK WILLIAM, cotton flock manufacturer, Manchester. Pet. March 20. April 14, at three, at offices of Sol. Mann, Manchester

MANSELL, JOHN, out of business, Evesham. Pet. March. 18. April 2, at eleven, at the Crown hotel, Evesham. Sol. Martin, Pershore

MATTHEWS, THOMAS, out of business, Castle Cary. Pet. March 19. April 7, at twelve, at office of Gamble and Harvey, Gresham-bldgs, Basinghall-st. Sol. Watts, Yeovil

MCDERMOT, GEORGE, and SMITH, WILLIAM, engineers, Long-la, Bermondsey. Pet. March 19. April 4, at eleven, at the Swan tavern, Great Dover-st, Southwark. Sol. Rigby

MCDERMOTT, JAMES, grocer, Maesteg. Pet. March 18. April 6, at three, at office of Sol. Tennant, Aberavon

MILLAR, JOSEPH, clerk, Harrow. Pet. March 19. April 8, at four, at Ridler's hotel, 133, Holborn. Sol. Yorke, Marylebone-road, London

MILLER, ROBERT FREDERICK, carriage builder, King-st West, Hammersmith. Pet. March 10. March 27, at eleven, at the Guildhall Coffee-house, Gresham-st. Sol. Marshal, King-st West, Hammersmith

MINTER, THOMAS, milliner, Bridgnorth. Pet. March 18. April 2, at twelve, at office of C. Marris, accountant, Birmingham. Sol. Rooke, Birmingham

MORGAN, HARRIET, bootmaker, Tredegar. Pet. March 19. April 6, at eleven, at the King's Head hotel, Newport. Sol. Harris, Tredegar

MORGAN, THOMAS, innkeeper, Yeovil. Pet. March 21. April 16, at twelve, at the Three Choughs hotel, Yeovil. Sol. Day, Bridport

MORTIMER, EDWARD, grocer, Winfrith Newburgh. Pet. March 14. April 8, at two, at office of Sol. Weston, Dorchester

MOSS, JONATHAN, grocer, Montebello-ter, Tottenham. Pet. March 18. April 14, at twelve, at offices of Sols. Peckham, Maitland, and Peckham, Knight Rider-st, Doctors' Commons

MURRELL, HENRY, coal merchant, Colchester. Pet. March 20. April 7, at two, at offices of Sol. Jones, Colchester

NEWBY, RICHARD DOBSON, lay vicar, Winchester. Pet. March 17. April 7, at eleven, at office of Sol. Godwin, Winchester

NORTON, SELBY, doctor of medicine, Queen Victoria-st, and Putney-hill, Putney. Pet. March 19. April 14, at two, at the Guildhall Coffee-house, Gresham-st. Sol. Miller, King-st

OSBORNE, THOMAS HENRY, and DAVIS, HENRY JOHN, grocers, Bristol. Pet. March 18. April 2, at two, at offices of Collins, jun., accountant, 39, Broad-st, Bristol. Sol. Beckingham, Bristol

PAYNE, JOHN, butcher, Teignmouth. Pet. March 21. April 7, at half-past eleven, at office of Sol. Templer, Teignmouth

PIERCE, WILLIAM ADAMS, sapdler, Woolston. Pet. March 18. April 8, at three, at offices of Edmonds, Davis, and Clark, 29, High-st, Southampton. Sol. Shutte, Southampton

PIPER, ROBERT, shopkeeper, Cowick. Pet. March 20. April 10, at three, at offices of Sols. Fernandes and Gill, Wakefield

RAMWELL, JAMES, and RAMWELL, ROBERT, brewers, Hulme, near Manchester. Pet. March 19. April 8, at two, at office of Sols. Addleshaw and Warburton, Manchester

RAYNER, CHARLES, and RAYNER, WILLIAM, drapers, Bolton. Pet. March 19. April 7, at three, at office of Sols. Hardings, Wood, and Wilson, Manchester

REES, EDWARD, builder, Swansea. Pet. March 16. April 7, at two, at offices of Sols. Clifton and Woodward, Swansea

SHEPHERD, JOSEPH, saddler, Bradford. Pet. March 21. April 8, at three, at office of Sol. Atkinson, Bradford

SMITH, GEORGE MATTHEW, silk finisher, Palm-st, Grove-rd, Mile End-rd East. Pet. March 20. April 9, at three, at offices of Sol. Aird, Eastcheap

SMITH, ISAAC, shopkeeper, Ossett. Pet. March 19. April 13, at eleven, at office of Sol. Stringer, Ossett

SMITH, RICHARD HIX, clerk to a draper, Shrubland grove, par. St. John, Hackney. Pet. March 20. April 21, at three, at offices of Holloway, accountant, 173, Ball's Pond-rd, Islington. Sol. Hicks, Annis-rd, South Hackney

SMYTHERS, HENRY, grocer, Southampton. Pet. March 12. March 31, at one, at office of Sol. Killby, Southampton

STILL, ROBERT, marine store dealer, Brighton. Pet. March 20. April 11, at twelve, at office of Sol. Webb, Brighton

STURMAN, SAMUEL, saddler, Rowley Regis. Pet. March 19. April 9, at eleven, at offices of Sol. Warmington, Dudley

TAYLOR, ROBERT, tailor, Garstang. Pet. March 18. April 8, at three, at office of Sols. Charnley, Son, and Finch, Preston

THACKER, JAMES, tailor, Evesham. Pet March 19. April 6, at twelve, at offices of Sols. Messrs. Corbett, Worcester

THOMAS, THOMAS, draper, Pembroke Dock. Pet. March 18. April 8, at half-past twelve, at the Ivy Bush hotel, Carmarthen. Sols, Messrs. John, Haverfordwest

TILLOTSON, THOMAS THOMPSON, shopkeeper, Dewsbury. Pet. March 21. April 8, at two, at S. Goodall, the King's Arms inn, Dewsbury. Sol. Walker

TILLSON, WILLIAM SELVESTER, miller, Stanground. Pet. March 18. April 4, at eleven, at the Wentworth hotel, Peterborough. Sols. Deacon and Wilkins, Peterborough

TOUCHARD, JAMES, draper, Teignmouth. Pet. March 20. April 16, at twelve, at 1, Catherine-ter, Teignmouth. Sol. Davies, Kingsbridge

TRICKETT, EDMUND, bootmaker, St. Ann's-rd, Notting-hill. Pet. March 16. April 8, at twelve, at office of Sol. Hancock, New-inn, Strand

WAGGET, ROBERT, provision dealer, Manchester. Pet. March 21. April 10, at three, at office of Sol. Sampson, Manchester

WATKINS, JAMES GWILLIM, draper, Hereford. Pet. March 18. April 6, at eleven, at the Green Dragon hotel, Hereford. Sols. James and Beddoe, Hereford

WHITTAKER, JAMES SAVILE, boot maker, Brighton. Pet. March 18. April 10, at three, at offices of Clennell and Fraser, 6, Great James-st, Bedford-row, London. Sol. Nye, Brighton

WHITE, THOMAS, butcher, Glastonbury. Pet. March 19. April 4, at twelve, at office of Sols. Holman and Bath, Glastonbury

WISHART, BASIL DOUGLAS, fishmonger, Liverpool. Pet. March 21. April 6, at eleven, at office of Sols. Miller, Peel, and Hughes, Liverpool

WRATTEN, ROBERT EDWARD, baker, Sittingbourne. Pet. March 18. April 9, at eleven, at offices of Sol. Gibson, Sittingbourne

Orders of Discharge.

Gazette, March 17.

HEWETT, EDWARD, and SCHWARZ, HERMANN, merchant tailors' Manchester

Dibidends.

BANKRUPTS' ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Brie, J. widow, outfitter, second 3½d. Paget, Basinghall-st.—*Colquhoun*, M. Y. printer, second 2d. Stone, Liverpool.—*Fend*, C. C. Clapham-rd, first 7s. 4d. Paget, Basinghall-st.—*Joseph*, J. importer of foreign goods, second ½d. (and 1s. 11½d. to new proofs) Paget, Basinghall-st.—*Woods*, J. tailor, third 3s. 7½d. Paget, Basinghall-st

Elsee and *Taylor*, wholesale clothiers, second and final 2d. At Trust. R. Free, 31, Bennett's-hill, Birmingham.—*Jones*, E. baker, first 1s. At Trust. C. Johnson, 1, Station-hill, City-rd, Winchester.—*Jones*, J. farmer, first and final 20s. At Sol. Thomas, Aberyst with.—*Kearsley*, E. gentleman, first 1s. At Trust. S. Smith, 65, Basinghall-st.—*Sparks*, J. coal merchant, 2s. 3½d. At Trust. C. J. Lewns, 11, York-bldgs, Hastings.—*Stokes*, J. manufacturer's clerk, first and final, 14s. 1d. At Trust. F. R. Goddard, 3, St. Nicholas-bldgs, Newcastle.—*Wyche* and *Bryan*, millers, first and final 2s. 8½d. At Trust. P. F. Arnold, Priestgate, Peterborough

BIRTHS, MARRIAGES, AND DEATHS

BIRTHS.

BAKER.—On the 21st inst., at 32, George-street, Portman-square, the wife of George Sherston Baker, of Lincoln's-inn, barrister-at-law, of a daughter.

THOMSON.—On the 21st inst., at 9, Maude-grove, West Brompton, the wife of Andrew Thomson, Esq., LL.D., barrister-at-law, of a son.

MARRIAGES.

FAWCETT—HOUGHTON.—On the 20th inst., at St. Matthew's Bayswater, John Henry Fawcett, Middle Temple, barrister-at-law, to Amelia Emily, only daughter of J. W. Evelyn Houghton, Esq., St. George's, Portsea.

DEATHS.

DENNEY.—On the 16th inst., at 2, King Henry-street, Mildmay-road, Islington, aged 69 years Michael Denney, Esq., barrister-at-law.

OWEN.—On the 21st inst., at 272, Fulham-road, West Brompton, S.W., aged 69 years, Mr. William Owen, late of Putney and the Chancery Registrar's Office. Upwards of forty-five years with the Right Hon. Sir John Stuart.

To Readers and Correspondents.

Anonymous communications are invariably rejected.

All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.

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The Law and the Lawyers.

BARON FITZGERALD sitting in the Irish Consolidated Chamber has refused to follow our Court of Queen's Bench in its decision in *Baeburn* v. *Andrew* (30 L. T. Rep. N. S. 15), as to the alteration of the rule of practice which entitled a defendant to security for costs from a plaintiff resident out of the jurisdiction. There Mr. Justice BLACKBURN considered that the Judgments Extension Act, 1868, removed the reason of the rule, inasmuch as a judgment obtained in England can now be entered up in the Courts of Scotland and Ireland, and execution issued upon it. Baron FITZGERALD gave no reason for adhering to the old rule, and in another case Chief Baron PALLES declined to decide in chambers whether the court would depart from it. The great absurdity is that Scotland and Ireland should be out of the jurisdiction, and it would be a step in advance if there could be but one jurisdiction throughout the British Isles. That a different practice as to security should exist in the three countries is decidedly objectionable.

IT is satisfactory to state that immediately upon his attention being called to the wonderful provision in the Middlesex Sessions Bill, that the Chairman of the Second Court and Deputy Judge should be paid only when the Court had sat for full six hours, Mr. CROSS consented to strike the obnoxious words from the Bill. We are still more pleased to learn that they were not inserted with the consent or even with the knowledge of Mr. CROSS. The Bill had been prepared by his predecessor, and he simply took it as he found it, and in this discreditable shape it would have passed had not keen eyes out of doors detected the mischief that had been cleverly condensed in those seven words. If the HOME SECRETARY had not thus voluntarily conceded the amendment, Serjeant SIMON, M.P., had resolved to move its rejection, and if necessary to divide the House upon it. No action was taken in opposition to the payment of the Judge by the day instead of by salary, the urgency of the Bill being pleaded. But the whole question of the administration of the Criminal Law will soon be inquired into by the Judicature Commission, and then this anomaly will doubtless be reviewed and removed.

ON the question of the possible postponement of the Judicature Act 1873, a correspondent writes:—"It may, perhaps, be interesting to your readers to know that, in reply to an inquiry whether there is any foundation for the rumour current in legal circles that the General Rules will not be ready by next November—the date when the Judicature Act comes into operation—I have received a letter from the LORD CHANCELLOR informing me that his Lordship is not at present aware of any reason which may render the postponement of the operation of the Act necessary."

AN application for an attachment against a solicitor for non-payment of moneys due to a client was made to the Irish MASTER of the ROLLS on the 4th ult. The solicitor acted under a power of attorney to draw an annuity, to which a lady client was entitled, and received a portion of the annuity, which, however, he did not pay over. A petition was then filed against him. The amount he retained was 60*l.*, and he claimed credits which, on examination, proved to amount only to 1*l.* 13*s.* 4*d.* The court, in the first instance, ordered him to pay 58*l.* 6*s.* 8*d.* within one month. He failed to do so, and the application was made for an attachment. The MASTER of the ROLLS, on this application, gave the solicitor a month to pay half the amount and two months for payment of the residue. "There is," he said, "no excuse for a solicitor who applies to another purpose money which belongs to his client. It should be a golden rule to all solicitors, that the money of a client should be regarded as sacred." And, further, "If he has received money of his client he is guilty of a breach of duty, unless he has it ready when it is called for, and if he makes default the court always considers him liable to punishment."

IT was contemplated at one time that the commitment of Mr. WHALLEY by the Court of Queen's Bench for contempt might give rise to some difficulty with the House of Commons. The freedom of members of the House from arrest when the House is sitting is a provision of the Constitution which cannot be too strictly observed; but the uninterrupted and free administration of justice is of even greater importance. What the position of matters would have been had Parliament been assembled when Mr. WHALLEY was committed, may be a question of some interest to the student of Constitutional Law, but does not invite discussion. The Select Committee appointed to inquire into the matters referred to in the letter of the LORD CHIEF JUSTICE to the SPEAKER has reported, informing the House of all that Mr. WHALLEY had to say; but they consider that the circumstances referred to by him do not require the further attention of the House, and express the opinion that the LORD CHIEF JUSTICE did right in communicating to the House the fact of the commitment. The learned Judge has thus most probably anticipated any hostile motion which Mr. WHALLEY might have seen fit to make, and which, by no possibility could have done any good.

THE case *Re Ellis's* trusts which came before the MASTER of the ROLLS on March 21st, is one more added to the long list of cases which establish the law as to a married woman's separate estate. ELIZABETH ELLIS by her will made in 1860, gave a legacy of 500*l.* Consols to HENRIETTA RUSSELL, a married woman, absolutely; and by a codicil made in 1871, she declared that all provisions, whether absolute or limited, thereby, or by her will made for any female, should be for her separate use, and while she should be under coverture, without any power of anticipation. Mrs. RUSSELL presented a petition for the transfer of the consols on the ground that the restraint on anticipation was ineffectual, the bequest being of a gross sum. The MASTER of the ROLLS, however, decided that the restraint upon anticipation was operative as to the consols, on the ground that they were a perpetual annuity, and that they restrained alienation. And in support of his judgment his Honour quoted *Bagget* v. *Meux* (1 Coll., and upon appeal, 1 Phil.). He declined, however, to decide what would have been the effect of a gift of a gross sum of money in similar circumstances. It is to be regretted that the decision covers such extremely narrow ground, and there are two or three questions involved, upon which it is most desirable that judicial opinion should be expressed. The legatee in this case was prevented from appointing the sum of consols, as it was in the nature of annual income. Would she, on the same principle, have been prevented from selling out and re-investing the money? The terms of the judgment seem to imply that she would be obliged to enjoy the property in specie, which would certainly be a hard case, as she would be debarred from more profitable investments. If she is not so forbidden to change

the investment, the argument that the legacy was a perpetual annuity redeemable by the State falls to the ground. Involving so minute an issue, the present case will only be an authority when the circumstances are precisely similar. But, according to the authority of *Bagget* v. *Meux*, upon which mainly the judge based his decision, there seems to be no reason why the rule laid down in this case should not be equally applicable to a gift of a gross sum of money. KNIGHT BRUCE, V. C., in that case, after stating the validity of general clauses however expressed, in restraint of alienation or anticipation, said: "I am at a loss to discover any sufficient reason why that which holds good as to a life interest should not equally hold good as to an absolute estate. Why should there be any difference?" And upon the appeal in the same case, COTTENHAM, L. C., said: "The reasoning evidently applies to a fee as much as to a life estate, to real property as much as to personal." The two statements taken together certainly go the whole length of the position that a gross sum of money bequeathed to a married woman, is subject to a general clause in restraint of alienation or anticipation. That case was one of real property, and the Vice-Chancellor seems to refer to real property only, but the Lord Chancellor, whilst confirming the judgment below, expressly extends the principle to personal property, whether held for life or absolutely.

THE speech of Sir CHARLES DILKE, on the subject of vote by ballot, exhausts, we believe, all the shortcomings and defects of the system. His motion for a Select Committee is postponed until the pending election petitions have been disposed of. It seems to be expected that the Election Judges will throw some light upon the practical operation of the ballot, but only in those cases in which there is a scrutiny will any report be made calculated to teach the House of Commons more than it has learnt from Sir CHARLES DILKE. We do not know in how many of the nineteen petitions the validity of the voting will be inquired into, but we believe that in the majority of the cases the petitions simply allege the usual corrupt practices. A scrutiny would of course bring to light many of the defects of the Act and its operation, and as no great harm can be done by delay in appointing a Select Committee it is expedient to wait. There are one or two matters put forward by Sir CHARLES DILKE, of which we have not heard before. He attended and watched the proceedings at five elections, and he said that voters were allowed to take their ballot papers out of the booths. This he argues opens the door to bribery and fraud, as the stamp on the paper might be imitated; and he adds that during the busy period, the presiding officers must find it difficult to stop this proceeding, and in the instances which came under his notice they were anything but vigilant. Further he is not satisfied with the process of counting; it is said to be impossible to supervise thoroughly. We certainly do not see how this is to be secured. Lastly we may refer to the subject of the remuneration of returning officers. Somebody whether candidates or ratepayers should pay these gentlemen well, and they ought not to be left to make charges which vary in amount all over the country, or to make none at all, as we regret to find has been the case in some instances. A select committee will be able to suggest remedies for these grievances and must eventually be appointed.

WE shall not have an opportunity this week of considering as closely as they deserve the measures of Lord CAIRNS, dealing with the Transfer of Land, which his lordship introduced into the House of Lords on Thursday night in last week. We will notice, therefore, their general outline. The object which they seek to attain is a simplification of the transfer of land, and the use which is to be made of registration shows the difference between previous legislation and that which is now contemplated, and which will certainly, though possibly to some extent modified, be accomplished. Hitherto, as his lordship pointed out, registers have been historical records of deeds containing the whole of the deeds registered. To simply extend this system would not be of any advantage in the transfer of land, and conveyances would be as cumbersome and expensive as they are at present. The register is to be a register of titles, and not of deeds, and the titles which are to be registered are thus described:—(1), A title absolute or indefeasible; (2), a title limited, that is to say, certified to be good from a particular date, but not beyond it; and (3), a simple title of the proprietor in possession, and asserting himself to be owner. The next question is, What are to be considered indefeasible titles? First, the registrar is to be empowered to register titles having their root forty years back. And if a registrar has before him a marketable title, about which, however, there is some theoretical imperfection, he may apply to the court, which, if satisfied that such imperfection may be waived and disregarded, will direct that it be registered as indefeasible. The registrar is also to be empowered to accept as facts recitals in deeds twenty years old. Foreseeing that if questions of boundaries are to be raised before the registrars many questions which now slumber by mutual consent of adjoining landowners would be raised and form the subject of much litigation, the LORD CHANCELLOR has determined that such questions shall be left to take care of themselves. Of what estates then is it proposed to register the title? The answer is—fee simple estates, leaseholds of a certain length, and charges where mortgages are on the estate. Registration is to be voluntary for three years after the passing of the Act; but subsequently to that time, whenever a sale of land is made, there will be an obligation to register the title. The registrar at the head of the Land Office will be the registrar under the new Act, and he will act under the Supreme Court of Judicature, or under whatever judge to whom the duty may be assigned of dealing with any questions which may be referred to the court. It is not proposed to begin with local registries, but the registry in London will have divisions, and if at any future time it is found that the amount of work done in any particular division would justify the establishment of a local registry, it will be done. The two other measures introduced by Lord CAIRNS, propose, the one to reduce the periods of limitation fixed by the Prescription Act of Will. 4, from twenty years to twelve, and from ten to six respectively, and as to succession claims to make thirty years the utmost limit; and the other, to make a forty years' title sufficient as between vendors and purchasers. This Bill also provides that the purchaser shall not be entitled to attested copies of the deeds except at his own expense. We have briefly sketched the scope of the proposed legislation, and we shall in subsequent issues deal carefully with the details of the several measures.

THE LIABILITIES OF INSURANCE AGENTS.

THE liability of agents for not carrying out the express instructions of their principals is one which requires to be carefully watched, and in no cases more so than in those having reference to insurance. This question is forcibly illustrated by the decision in *Great Western Insurance Company* v. *Cunliffe* (30 L. T. Rep. N. S. 113), but, before considering the facts of that case, we may notice the principles upon which the courts have hitherto proceeded. In a useful alphabetical classification of the principles of marine insurance law, which has been from time to time published in these columns, we find the following propositions laid down, and supported by references to authorities English and American:

"An agent, who undertakes, so as to bind himself, to insure, is liable to his principal if he fail to do so, or does not exercise ordinary skill and care."

"Clear, precise, and intelligible directions must be followed as far as they are lawful."

"An agent who has faithfully followed express written instructions is not liable for omitting a provision which, from the verbal communications of his principal, he might fairly have inferred to be necessary."

"Total failure to fulfil the obligation to insure (without notice) subjects the agent to an action for all the loss which his correspondent may have sustained from the non-insurance."

"Notice of refusal to act as agent, inability to procure insurance on terms named, or of difficulties delaying the insurance, should be given to the principal within a reasonable time."

Total failure to fulfil an implied obligation to insure—*i.e.*, an obligation imposed upon an agent by his relation to his principal and the circumstances by which he is surrounded—it will be seen renders the agent liable for all the consequences; and therefore in all cases where the principal has a right to expect that the agent will insure, he is entitled to damages if that expectation is not realised. The only question remaining when the obligation is admitted or proved, is whether notice of inability to perform the obligation is given to the principal in time, or the insurance was not made owing to impossibility of procuring it or to circumstances amounting thereto. Of this nature was the question arising for decision in *Cunliffe's* case, and which we may observe is nearly analogous to that which was decided in *Smith* v. *Cologan* (2 T. R. 188, *in notis*). There Buller, J., said "The foundation of this action is negligence in the defendants, by which the plaintiffs have been injured. The defendants were the correspondents of the plaintiffs. As to the orders for insurance having been received and accepted there is no doubt. The only question is whether the defendants have been guilty of negligence at any period of time which will make them liable." It there appeared that the defendants were unable to effect an insurance in London at the premium they offered, not, however, on the ground that the premium was too low, but because the underwriters would not undertake the risk, the vessel not being registered at Lloyd's. The learned Judge already quoted said: "If the defendants who live in London had gone no further, and done nothing else, it might have been a considerable doubt whether they would have been liable; for, if a person to whom such orders are sent does what is usual to get the insurance made, that is sufficient, because he is no insurer, and is not obliged to get insurance at all events." This it was not necessary to decide, for—the insurance sought to be effected being upon cargo—the defendants applied to the shipowners at Newcastle who effected the insurance but kept the policy, and would not give it up when the loss occurred. The foreign principal adopted the acts of his agents until he found he would sustain loss by so doing, and then sought to make them personally liable for the manner in which they caused the insurance to be made. The direction of the Judge

and the verdict, however, went in favour of the defendants, the former observing that they had acted meritoriously, and that, if the principal had intended to hold them liable, he should never have looked to others at all.

The case which we have just stated is useful in considering the *Great Western Insurance Company* v. *Cunliffe*, because in the latter a question was raised whether the agents ought not to have made greater efforts than they did to effect an insurance instead of writing to their principals to cover their risks at New York. The excuse made by the defendants was that there was a panic at Lloyd's, and that excessive rates would have to be paid even if the risk were taken at all. They consequently communicated these facts to their principals in New York, but before the insurance could be made the loss occurred. The view taken by the Vice-Chancellor of the excuse of the defendants was this: "The agents in this country had nothing to do with exorbitant rates of premium; they were ordered to reinsure, and from the evidence, showing the manner in which the defendants had previously conducted reinsurance business, it is clear that they considered themselves bound to reinsure. . . . The agency being constituted, the instructions being complete, the duty is cast upon the defendants to show why they did not comply with them. . . . They have failed to do so, by writing a letter which could be of no use for the purpose of the business in which the principals and agents were concerned until after the loss had taken place." The Vice-Chancellor accordingly decided that upon the commonest principles of justice and honesty the plaintiffs were entitled to recover. He exercised jurisdiction although it was strongly urged that the case was one for damages which should be sued for in a court of law, and moreover, he decided that the broker was not entitled to deduct from the claim of the plaintiffs the allowance which is always made to brokers by the underwriters.

No possible objection can be taken to the manner in which this case was decided, and it teaches agents a lesson which few we should apprehend require to learn, and which those who do should not forget. There were express instructions to effect a reinsurance; and an elementary principle, which we stated at the outset, requires literal performance. There is no discretion to decline to pay excessive rates when the alternative is to leave the risk uncovered, and we must confess that it is surprising that agents should have incurred the danger which, in the result, overtook them. Three years elapsed between the discovery of the negligence of the agents and the filing of the bill. The Vice-Chancellor, however, did not consider that any bar to relief, and held that the plaintiffs were entitled to have the accounts gone into, and the loss by failure to reinsure made good.

THE FUNCTIONS OF THE RAILWAY COMMISSIONERS.

THE supervision of railways by a special railway commission is no new thing. Such a commission was first established in England in 1846, by 9 & 10 Vict. c. 105, its duties being to report upon railway Bills, especially with reference to competition and amalgamation, and also to perform all the functions theretofore performed by the Board of Trade, as to certifying to the security of railways before opening, and the like.

In 1851, however, the commission was abolished by 14 & 15 Vict. c. 64, and the powers transferred to it from the Board of Trade were revested in that board, which is still charged with very numerous and onerous railway duties, such as by 7 & 8 Vict. c. 85, s. 17, the prosecution of railway companies for any contravention of the law, and by the Traffic Acts of 1854 and 1873, neglecting to provide reasonable facilities for the forwarding of both their own and other companies' traffic.

But it is in America that "Railway Commissioners" have the widest powers. The States of Ohio, Michigan, Massachusetts, and Illinois have all general railway Acts of considerable stringency, and in the two latter States commissioners have been appointed to see them carried into effect. We have before us the second and third annual reports of the Illinois Railway Commission (for the years 1871 and 1872), and it is interesting to see how a people similar to our own are proposing to deal with their railway difficulties. "The railroad interest," say the commissioners, "is by far the greatest now in the State, involving nearly every other one." "The board or its members have travelled pretty extensively over the state, and have noted manifest violations of the police laws heretofore existing." And we are glad to find that the board has not been without its reward, inasmuch as "information has been received from various parts of the State that the very existence of a supervising board has had beneficial effects, and that more care and vigilence are being employed in the management of this all-important interest." This sanguine estimate of the result of the labours is however somewhat modified by the subsequent statement that "the Board have found their course beset with difficulties, arising from the fact that the laws under which they were to act lacked system and symmetry, and presented many obscurities of language and meaning." Whether the State even possesses an Act similar to our own Railways Clauses Consolidation Act we are not aware; but we should imagine our own Railway Commissioners would be led to sympathise with them from their experience of the numerous London and South-Western Railway Acts which the counsel for that company, in *Goddard's* case, produced in proof of the power of the company to charge what they pleased for the carriage of goods. The Illinois Commissioners, however, have drafted a Consolidation Bill, which appears in the Appendix to their second report, which we would recommend to the consideration of our new President of the Board of Trade. It is not likely that English railway legislation will stand still, and it is likely enough that abolition of the passenger duty may be accompanied by a contemporaneous statute having the effect of giving the public something in return for the loss of revenue. However that may be, it is important to bear in mind the remarkable clause which has been inserted in every special railway Act since 1845, to the effect that "nothing herein contained shall be deemed or construed to exempt the railways by this Act authorized to be made" from any future general Act respecting railways. A clause like this would at any rate render impossible any such answers denying the jurisdiction of the Illinois Commissioners, of which the following is a sample: "The company denies the right of your commission to call for the following report, for the reason that it believes the law creating your commission and authorising it to interfere with the regulation of our rates of freight and fare, to be unconstitutional and void." The report was made notwithstanding, and the protests do not appear to have been renewed.

We extract a few of the leading clauses of the Illinois Bill:

The railway commissioners have the right of passing in the performance of their duties concerning railroads on all railroads in the State.

Every railway company is to furnish the commissioners with a full annual statement of its financial affairs, of the rate of fare for passengers for each month, what running arrangements it has with other companies, a separate list of passengers killed and wounded, and of *employés* killed and wounded.

[In addition to this, no less than forty-three interrogatories are to be administered by the commissioners, and the commissioners may "make and propound" any further ones they please.]

Said commissioners shall examine into the condition and management of railroads . . . . and whether such railroad companies comply with the laws . . . . And whenever it shall come to their knowledge, either upon complaint or otherwise, or they shall have reason to believe that any such laws have or are being violated, they shall prosecute all corporations guilty of such violation.

All railroads shall be classified according to the gross amount of their respective earnings.

[Four classes are then prescribed, the maximum charge for carriage of passengers rising from 2½ cents. per mile in the case of railways earning 10,000 dollars a mile or more, to 5½ cents in the case of railways earning 4000 dollars a mile or less.]

A far more stringent supervision, then, is actually at work in America than in England, and it is proposed by the Railway Commissioners themselves to increase its stringency. The question at once arises, whether it would be desirable to introduce similar provisions here; and it is a question of some practical importance, as it has, by a writer in the *Law Magazine* for March, been contended—wrongly, we think, but not without some show of reason—that "inspectorial functions," of a character hitherto unthought of, are conferred by the recent Regulation of Railways Act 1873 upon our own Railway Commissioners. It has been contended that the Act, besides giving power to prosecute inquiries by inspection after the commissioners have been once set in motion by litigation, gives them also power to prosecute such inquiries of their own motion, and before any litigation is commenced. The words relied on for this contention are those of sect, 25, which provide that "they" (the commissioners) "may by themselves, or by any person appointed by them to prosecute an inquiry, enter and inspect any place or building. . . . the entry or inspection of which appears to them requisite." But we think that the words "for the purposes of this Act," which occur at the beginning of the section, limit the powers of inspection to cases where a party interested has done something to set the commissioners in motion. This may be seen perhaps better from sect. 14 than from any sections of the Act. That section gives the commissioners power to make orders requiring a company to distinguish "terminals" from tolls "on the application of any person interested." But however this may be, the commissioners themselves at present have taken the more restricted view of their "inspectorial functions," as may be seen from Gen. Ord. No. 16, providing for the conduct of in inquiries at any stage of the proceedings, obviously excluding inquiries *ante litem motam*.

But is it expedient that if the Commissioners have this power they should exercise it, or if they have it not, that it should be given to them? We imagine not. Inspectorial functions exercised of the Commissioners' own motion, would tend to make them highly unpopular with the railway companies, a result which is to be avoided, if the object in view can be gained any other way, and would tend to destroy their judicial character. It is not desirable that the same persons should be both prosecutors and judges. But we think that there is much force in the argument that "the public, who cannot determine what are undue preferences, unjust prejudices, or unreasonable facilities, is in the same position that an infant is with regard to business trans-

actions." The true remedy, in our opinion, lies in the appointment of special railway public prosecutors, independent of the Government of the day. The Board of Trade has been our public prosecutor in this matter for thirty years, but whether from fear, caution, or absence of necessary information, it has contented itself with taking measures (with what success we are not now inquiring) for the public safety, and has, so far as may be gathered from law reports, utterly neglected the duties, thrown upon it by the Railway and Canal Traffic Acts, of enforcing arrangements for the public convenience. Only in one solitary case under the Act of 1854—*Barret* v. *Great Northern and Midland Railway Company* (1 C. B., N. S., 423; 28 L. T. Rep. 254)—does it appear that the Board of Trade took any part, and even then the point raised by the Board —whether railway companies are compellable to book through traffic—appears to have been allowed to drop. And the part taken by the Board in the Dover case under the Act of 1873 was merely a ministerial one, taken under sect. 13 of the Act. Whether municipalities should be allowed to appoint public prosecutors by an extension of the principle adopted in the Municipal Corporation Amendment Act 1871 (35 & 36 Vict. c. 91), whereby any governing body, such as a corporation or local board, may apply their public funds to the costs of legal proceedings deemed necessary for the promotion or protection of the interests of the inhabitants of their district; or whether such a thing could be best done out of imperial funds, is a somewhat difficult question. But signs are not wanting that the railway companies are now becoming so powerful, that short of State control or purchase, nothing can hold them properly in check but the creation of a body of public prosecutors, charged with the duty of prosecuting railway companies and nothing else, and, above all, absolutely independent of the Government of the day.

FELONY BY CARRIERS' SERVANTS.

It is obviously important that bailors whose goods are lost whilst in the custody and care of carriers should know what their remedies are, and how the loss is to be brought home to the carrier. Carriers have been very properly protected by Act of Parliament against liability for the loss of goods above 10*l.* in value, unless such value is declared at the time of the consignment, but by the 8th section of the Carriers' Act, it is provided that nothing in the Act shall be deemed to protect any mail contractor, stage coach proprietor, or other common carrier for hire from liability to answer for loss or injury to any goods or articles whatsoever arising from the felonious acts of any coachman, guard, bookkeeper, porter, or other servant in his or their employ. On this section a case which is instructive was recently decided and reported by us last week: (*Vaughton and another* v. *The London and North Western Railway Company*, 30 L. T. Rep., N.S. 119.) There the question was one of evidence—was it necessary, in order that the plaintiff might recover, that he should prove affirmatively a felony by some particular servant or servants of the company? The plaintiffs had obtained a verdict at the trial, and the argument took place upon the rule to set aside that verdict.

It may be useful shortly to notice the facts and arguments. The property lost was a box of jewellery, and portions of the jewellery were found by different persons laying about a siding platform. One servant of the company was taken into custody, but said that he had found the property in his possession, and was thereupon discharged. Two other servants named respectively Hindley and Wilson were suspected, Hindley being driver of a parcel van on the morning of the robbery in which the box for delivery was duly entered. Wilson was a clerk in the parcel office, who had possession of some of the property. It was proved that there was no part of the defendant's station open or accessible to the public nearer the spot where the parcel van was, while the parcels were being placed in it, than from six to ten yards. The defendants called no witnesses, and the learned Judge in summing up to the jury, told them that they must, before they could find a verdict for the plaintiffs, be satisfied that the goods were stolen by the felony, not of one of the public, but of one or more of the company's servants, although the plaintiffs might not be able to fix the felony on any one particular servant, nor was it necessary that the jury should be satisfied as to which of two or more implicated servants was the actual thief.

The argument for the company was, that they could not have placed the suspected men in the box, for that to do so would have been to subject men with a criminal charge hanging over their heads to cross-examination, and, further, that it would have been to try them on such charge upon an entirely collateral issue. It is impossible not to see the inconvenience and possible injustice attendant upon calling the suspected men to deny the felony, but it is difficult to see how the company could successfully avoid it. And the result shows that it was not possible. It was out of the question that these men should be called by the plaintiff, and, in the absence of a positive confession of the men, what could the plaintiff do? Only that which they did, namely, make out a *primâ facie* case. "It is quite sufficient," was the argument on their behalf, "in a case like the present, if it be shown beyond reasonable doubt that the loss of the goods in question must have resulted from a felonious act on the part of some one or other of the servants of the railway company, and it is not incumbent on the plaintiffs to fix by their evidence any one servant in particular with the felonious act, nor even to adduce such distinct and precise proof of the act as would be held needful to establish a case for the jury if one of the servants were on his trial on an indictment for the felony."

This argument was fully appreciated by the court. The Lord Chief Baron referring to the section of the Carriers' Act (sect 8) said: "The intention of that section is manifestly to protect the public from loss or injury to their goods arising from the felonious act of any servant of the carriers or company, and to make the latter liable whenever the articles in question are stolen by persons under their control. Is it possible to say that such a case as the present does not come within that section?" His Lordship then draws a distinction between cases of felony and civil cases, and the evidence which should be given under different circumstances. He said: "We must deal with cases arising under it [*i.e.*, the section of the Act] on very different principles from those which are applicable to a case of a person indicted for a felony. In the latter case where the prisoner cannot give evidence or be examined, if evidence were given that the particular article had come into the prisoner's possession, and had been in his possession for a time, and had then disappeared, the bare fact of possession which might, consistently with the rest of the evidence given, lead to no other inference than that the party charged had been guilty of negligence, could not justify a Judge in leaving the case to the jury at all. But is not the case very different here, where the company could have called all the servants in their employ who were at all suspected of being implicated in the matter to have explained the disappearance of the box, and anything in the circumstances that might really be deceptive? Here there is much circumstantial evidence against Hindley, from his having possession of the book, the parcels mentioned in which had been checked and looked over, and his being also in the exclusive possession of the van in which they were placed. The question then arises, whether there is any difference between a civil action, in which we have to consider whether the words of this Act of Parliament have been complied with or not, and the case of the same individual (Hindley), if he had been indicted for a felony. It might be no justification for a Judge leaving such a case to a jury, had Hindley been indicted for the felony, that there was circumstantial evidence that he had had possession of the parcel, and that it had disappeared at the time when it was his duty to deliver it; but in a civil action like the present, it is surely no answer to say, in argument, merely that there was no case to go to the jury, because the man might never have had actual possession of the parcel, or if he had, that it might have been stolen from his van on the way to the hotel."

We have quoted extensively from this judgment because the subject is one of great importance, and the admission of circumstantial evidence in a civil case to prove a *primâ facie* case of felony—which to all intents and purposes is equivalent to a conviction of the suspected servants—is apparently an infraction of the strict laws of evidence. It is undoubtedly a forcible observation to say that the procedure in civil and criminal trials is different, and evidence may be admitted in one case which would be rejected in another; but that this would not be generally contemplated, and that for the purposes of a civil suit men would not be assumed guilty of a felony who were not proved by direct affirmative evidence to be so, is clear. And we think that *Vaughton and another* v. *The London and North Western Railway Company*, must be considered as introducing a somewhat novel principle, but one nevertheless which we confess appears to us to have been necessarily applicable to the case in order to give the plaintiffs their proper remedy.

LAW LIBRARY.

A Digest of the Laws relating to Public Health and Local Government for Sanitary Authorities. Sixth Edition. By Geo. F. Chambers, F.R.A.S., Inner Temple, Barrister-at-Law. London: Stevens and Sons; Knight and Co., 1874.

This digest does not very well keep in view the difference between a digest and an index. The laudable object of the author to convey (page 2) information in the fewest possible words has led to the attenuation of this work almost to the skeleton dimensions of an index. Of this a sort of consciousness is visible in the remark (page 2), that not a single paragraph of the work should be consulted independently of the statutes on which it is based. It is very difficult to see how this work can abbreviate the labour of studying statutes when the abbreviation it is competent to produce consists in reading the work as well as the statutes. We cannot consider this work anything else than an index which deviates from the intelligible manner in which indices are usually framed. We can however safely recommend the work to those who desire a handy index for collections of special Health Statutes which may have none affixed to them.

The Factory and Workshop Acts. By J. NORCUTT, Esq., Barrister-at-Law. London: Stevens and Sons, 1874.

THIS is a collection of Acts which are technically called the Factory and Workshop Acts, and there is appended, *passim*, a number of the well-known cases decided upon the different sections of those statutes. The book as it stands is a very creditable and useful work, and the cases cited are all of considerable authority and well-recognised standing. We can recommend the book to all who require a handy compilation of a few special statutes, and do not care to go to the expense of the more elaborate works on master and servant, which naturally embrace as a portion of themselves, what constitutes the whole of this work. We think that the author might have added the Master and Servants Act, which everyone identifies with the Workshop and Factory. Technically, no doubt, the Act in question is properly excluded from the present treatise, but the work would have had greater professional use had that exclusion not taken place.

A Treatise on Easements and Servitudes. Third Edition. By E. WASHBURN, LL.D., Bussey Professor of Law at Harvard University, U.S. Boston (Am.): Little, Brown, and Co.

THIS is a treatise of intolerable dimensions (776 pp. 8vo.) considering the subject which it discusses, and the success it appears to have achieved is probably traced to its true source when it is attributed by the author (p. vii.) to "a want in the Profession to be supplied." This inaccurate expression rests the success of the work before us on demand and supply, and we can very easily believe that legal books, just like other wares, find a ready market whatever their quality, where they have no competitors. But whatever native reputation this work has obtained, there is not, we think, likely to be any extensive foreign demand for it, at least, so far as England is concerned. The English legal profession possesses the various editions of Gale's work on the subject of easements; all lucid in style and compendious in form, and written with strict technical accuracy. To none of these qualities can Mr. Washburn's work lay even a colourable claim; technically, the book is deformed by errors of definition; it is, moreover, devoid of anything but a pretence of arrangement; it is obscure, and forms a wilderness of marginal notes. Juridical writing, as a matter of course, requires clearness and definiteness of thought, and lucidity of expression. From the beginning to the end of this work Mr. Washburn does not seem to have made up his mind as to what are easements. Thus he says (p. 4): "All rights of way are easements. So is the right to enter upon another's land and to erect booths thereon on public days, or to dance and play at lawful sports." The proposition that a right to dance and play at sport is an easement is a deviation from the express decision in *Mounsey* v. *Ismay* (3 H. & C. 496), that such a right is not an easement at all. Even the merit of being consistently wrong does not belong to Mr. Washburn, for (p. 6) he says, "In further explanation of the distinction there is between an easement or servitude, properly so called, and a right by custom, it may be stated that among the rights which have been held to be gained by custom are those of the people of a particular vil coming together to dance in a particular close," and this inaccuracy continues through the book. Sometimes Mr. Washburn does arrive at a conclusion, and then this valuable product of his professorial intellect is not suffered to rest. § 67, § 70, p. 114, s. 8, § 72, all contain a statement in almost the same words of the same conclusion, and although it cannot be suggested that some conclusions are not worth endless reiteration, yet a little trouble would certainly obviate such a fault of arrangement. Whether this repetition of a conclusion is what the author alludes to when he describes this edition of his work as "having (p. vi.) a more thorough completeness" than the editions already issued is not within our province to inquire, but if such be the case the exuberant thoroughness which the author seems to think belongs to completeness may with advantage be pruned down.

We have alluded to the above errors—where we have alluded to them specifically—as specimens of those which here and there deform and vitiate this work. Clearly no man can write accurately upon that which he is unable to define, and Mr. Washburn is no exception to this rule. He has also adopted a scheme for this work which can promise nothing but bulk. He has undertaken apparently, though not avowedly, to investigate not only what an easement is, but what it is not. Another style of investigation is to investigate only what an easement is. This latter style applied to the present subject results in a clear lucid work of moderate dimensions similar to Gale on Easements, and the former naturally results in a work of the portentous size of that before us. It would be well if Mr. Washburn would adopt the system of Gale; he might produce then a work of moderate dimensions perhaps not wholly free from obscurity; but as his work at present stands it is open to the reproach of treating of easements *et de quibusdam aliis*, and though it may have some possible use, cannot very much be commended from a professional point of view.

WE have received the seventh issue of *Crockford's Clerical Directory*, 1874 (Horace Cox, 10, Wellington-street, Strand), which must by this time have attained to almost absolute accuracy, and forms a most useful book of reference. It stands in the same relation to the clergy as the Law List does to lawyers, whilst the particulars given are necessarily much fuller. Great care seems to be bestowed upon it, so as to entitle it to the success which it has attained.

LEGISLATION AND JURISPRUDENCE.

HOUSE OF LORDS.

Thursday, March 26.

TRANSFER AND TITLE OF LAND.

The LORD CHANCELLOR.—My lords, a notice of motion with regard to the transfer of and title to land in this country has generally been the prelude to a very long speech, and it is probable that I myself, a number of years ago, may in that respect have been a considerable offender in the other House of Parliament. But I think I may undertake to your lordships that on this occasion I can compress in a very small space all the observations I desire to make. My lords, I can do that the more readily because I know my noble and learned friend, who lately occupied the position I have now the honour to hold, made in the course of last session a speech by no means too long, but most able and comprehensive, in which he went through the history of the attempts at legislation already made in respect of this subject. My lords, therefore, without any prelude, I shall proceed to the legislation which I shall ask your lordships to enter upon. I shall not stop to argue upon the advantages of a cheap and easy mode of transfer of land. Upon that point I think we are all agreed, and I think we are also agreed upon the blot which has hitherto existed in our system of law by reason of the complexity, delay, and expense which at present surround all the dealings with regard to real property. My lords, for the purpose I have in hand I will ask your lordships to look to four different dates and the attempts at legislation which were made on those occasions. I will refer for a moment to the years 1859, 1862, 1867, and last session. In 1859 it was my duty, as Solicitor-General of the Government which then existed, to introduce in the House of Commons two measures which were founded mainly upon a report of a Royal Commission. Those measures were on the subject of the registration of titles to land. My lords, the phrase "registry of title to land" is very frequently used without adequate precision as to meaning, and therefore I must ask you to allow me in a few sentences to explain what it really is, and I can best do so by asking you to look at the difference between a registry of the title to land and a registry of deeds and assurances of land. The latter may be thus stated: Every deed connected with the property is placed upon the register. It is either transcribed at length or described in a formal manner. The consequence is that the register becomes an historical narrative of all the deeds of every kind connected with the property. It is obvious that a registry of that kind may add security to the title to land, but it by no means facilitates the transfer of land. On the contrary, it has quite the opposite effect, because a mass of deeds is placed on the register; and if a person purchases land he has not only to examine the deeds connected with the property, but also to go to the register and see that the entries there correspond with the deeds themselves. We now come to the registry of the title to land. In the registry you will have no deeds whatever. You will have on the register a description of the property—where it is, how it is called, and as far as possible its boundaries; but beyond those particulars you will have nothing except the name of the proprietor of the property. Let us see how that will work in practice. The owner of a fee simple estate with a perfectly good title contemplates selling it in lots—say in fifty lots. Well, as the law at present stands, when he comes to deal with the purchaser of the first lot he must make out a title and give an abstract of all the dealings with the property for forty years back. Great expense is incurred in the case of this lot; but the matter does not end there, because the same course has to be gone through in the case of every one of the other lots into which the property is divided. Now, under a registry of title, the land would be placed on the register with a simple description of the situation, and the name of the proprietor. That being done, every one of the fifty intending purchasers has nothing to do but come to the register and satisfy himself that the piece of land which he proposes to buy has been entered there by name. The limitation of time and expense would be as great as can well be conceived when we compare that process with the one which has at present to be gone through. The establishment of a registration in that sense was the object of the Bills which I introduced in 1859. At that time the proposal was novel; but it met with very considerable approval by the Profession and the public. The bills were read a second time, but a dissolution of Parliament having come on shortly after, the subject was allowed to slumber. In the year 1862, the second of the epochs to which I am desirous of calling your lordships' attention, the late Lord Westbury, as Lord Chancellor, introduced in your lordships' House a bill on this subject, which was subsequently carried through Parliament. It was based on the principle of a "registry of the title to land," so far as the term; but it was not a measure for the registry of land in the sense I have endeavoured to explain it. It was a registry which, under the name of a registry of land, was a registry of deeds, and, in my mind at least, it was a registry of deeds of the worst

kind, because it was a system under which the person registering had the power to place on the register, not the deeds themselves, but a statement of what he conceived to be the effect of the particular deed. In the House of Commons I took the liberty of objecting to that system on two grounds. The first was the ground I have just stated; the second was that the Bill provided that in the registration of the estate the boundaries of the estate should be settled irrevocably by a judicial decision, the probable consequence of which would be disputes as to boundaries among all the adjacent owners. However the Bill passed into law, and a registry office, with a registrar and staff, was established in London with a view of carring the measure into effect. A certain number of proprietors brought in their properties for registration in the office, but the number was so small, as compared with the aggregate of proprietors of land in this country, that the Act was generally regarded as a failure. I now ask your Lordships to come on with me to the year 1868. At that time I filled the office which I have now again the honour to hold, and I was unwilling that the subject of the transfer of land should be allowed to remain in its present position. Accordingly a Royal Commission was appointed to inquire into the working of the Act of 1862. That commission was composed of men well qualified for the duties they had to discharge in connection with it. Besides several of the law lords, it included several eminent barristers, conveyancers, and solicitors. I may venture to commend the report of that commission to any of your lordships who may not have read it, as a very interesting piece of reading, and one which throws real light upon the present state of the law. It enters into the history of what was done in 1862, and states that, in the opinion of the commissioners, the Act of that year had proved a failure. It then states what, in the minds of the commissioners, had been the causes of its failure. I think the most conspicuous of those are the causes which I have already stated—its mode of dealing with boundaries, and its want of simplicity in placing what I may call the title of deeds on the register. The commissioners assigned some other causes of failure also, and they recommended that another system should be adopted — that there should be a recurrence to the principle on which the Bills of 1859 had been framed. Five of the commissioners recommended a literal reproduction of the Bills of 1859, the other commissioners recommended that the principle of those Bills should be adhered to. I now pass from the report of 1868 to the last session, when my noble and learned friend who then occupied the Woolsack (Lord Selborne) brought in a Bill which was mainly founded on the report of the commissioners, and which adopted, I venture to think, the true principle of the registry of the title to land. There were two differences between the Bill of my noble friend and the Bill of 1859. My noble and learned friend proposed to take the office of the Land Registry in London, created by the Act of 1862, as the registry to which titles were to be brought; whereas the bill of 1859 provided for the establishment of a Landed Estates Court similar to that which exists in Ireland. He also proposed that after a time there should be a compulsory registration of land, whereas the Bill of 1859 had left the registration entirely voluntary. Your lordships will recollect that in the last session you were very much engaged in the consideration of the Judicature Bill, which occupied a very considerable time. It was obvious when my noble and learned friend first introduced his Bill on the subject of land there would be much difficulty in considering them before a select committee, and yet it was obvious that the provisions required to be minutely inquired into. Under those circumstances, I recommend my noble and learned friend not to proceed with the scheme, but to refer it to some distinguished conveyancer in the interval between the two sessions, that it might have the benefit of his revision. My noble and learned friend adopted that suggestion, and placed his Land Titles and Transfer Bill before Mr. Hall, now Vice-Chancellor Sir Charles Hall, who was then practising at the Bar. I must pause to say that I think, if my noble and learned friend had applied to the profession at large as to the person best qualified to deal with a matter of this kind in a manner safe and satisfactory, there would have been an unanimity of opinion that he could not have made a more judicious selection; and I further think that it is of the greatest possible advantage that the matter has been considered by a person so experienced in the law of real property as Sir Charles Hall. (Hear, hear.) I must also pause to say another word with regard to my noble and learned friend. A short time before the change of Government, but when that change was said to be intended, my noble and learned friend communicated to me that it might possibly be my duty to introduce a measure on this subject, and he handed over to me the papers connected with his measure, that I might have the fullest possible opportunity of considering it and making any alterations that might appear to me to be necessary. I thanked him in private, and now I thank him in public. (Hear, hear.) I regard what he did as not only courteous to myself personally, but useful to the public, because under no other circumstances would it have been in my power, within a week after the commencement of the session, to place before your lordships the Bill which I have now the honour of submitting for your consideration. (Hear.) My lords, I will now explain what it is I propose to do. It will not be necessary for me to go through all the provisions of this measure, but there are questions which will naturally occur to the minds of some of your lordships, and will also occur to the public out of doors, and these questions it may be convenient for me to anticipate and answer. One question that will be asked is this: What is the kind of title you are going to register; is the title, once registered, to be thenceforth indefeasible? My lords, under this bill I propose that there may be a registry of three kinds of title—viz., a title absolute or indefeasible; a title limited—that is to say, a title certified to be good from a particular date, but not beyond it; and a simple title of the proprietor in possession and asserting himself to be owner. We should then have a title certified to be absolute, a title certified for a limited date, a title not certified. I know it has been proposed that what is called "a good holding title" should be allowed to be certified by registration as indefeasible. I am not able to make that proposition. "A good holding title" is not an uncommon phrase, but it is not a legal phrase; it has no legal precision, and cannot be defined in legal terms. Quite the contrary, because it must be remembered that what may be in the opinion of one conveyancer "a good holding title" may be in the mind of another conveyancer a title surrounded with difficulty and doubt, and for that reason a title which he would not allow his client to accept. There can be no doubt that in the dealings with land such a title is very often accepted, but it is always one which the purchaser accepts at his own risk, and if loss results from it the loss is his. It would be a very different thing to allow by law a registry of such a title as that, with the view to a legal certificate that it was indefeasible. But I propose to do that which I think will do full justice to those who wish to deal with good holding titles. I propose that if persons come before the registrar with a title which is marketable and good, but in which, by reason of some incident, there is a theoretical imperfection, the registrar is to be at liberty to state that incident to the court, and if the court is satisfied that it may be waived and disregarded, it is to be at liberty to act on that opinion and certify the title as indefeasible. I propose to go further. No title is now considered by the Court of Chancery as marketable which has not its root sixty years back. I propose that, under this Bill, the registrar may accept titles having their root only forty years back, providing there be nothing to lead him to suspect that there are imperfections in the earlier period of the title. I also propose that he shall be at liberty to receive as facts recitals of deeds twenty years old. The next question is — What are you to do about boundaries? I have stated that an objection to the Bill of 1862 was that it required the boundaries to be settled. I propose that the boundaries should not be settled. I propose that the registrar should describe the boundaries in the best way he can, but that he should not be charged with the duty of deciding questions of boundary as between adjoining owners, and I make that proposition on this principle: It was shown before the Royal Commissioners of 1868 that in practice boundaries never create any difficulty in the buying and selling of property; that questions of boundary were managed quite easily on the spot, and never came before counsel. In the next place, my objection to a settlement of boundaries by the registrar is this—that it would bring forward disputes and lead to litigation. On many estates there have been unsettled questions of boundary for hundreds of years, but they have been allowed to remain in abeyance and never have caused any difference among the owners of adjoining estates. But if the duty of settling the boundaries devolved on the registrar that satisfactory state of things might be put an end to, because if those questions were raised for decision, the parties on either side might be unwilling to concede. I am of opinion, therefore, that this settlement of boundaries would be a means of creating unnecessary difficulties. (Hear, hear.) But there is a still further reason against it. It would be impossible for the registrar to decide as between adjoining owners unless he had all those owners before him; but when John Smith comes before him to register his title to Whitesacre, how is the registrar to know the boundaries of all the owners of property on both sides of Whitesacre? The registrar, if he were to settle the boundaries of John Smith of Whitesacre, would have to enter into an examination of all the titles of the adjoining owners, in order to satisfy himself that he had all the real owners before him. All that for the objects we have in view is unnecessary. It is disregarded in the practical dealings with land, and is a thing nobody asks for. I cannot present this view better than it was presented by the late Mr. Waley to the Royal Commission of 1868: "The relinquishment of the practice of determining the boundary of registered lands . . . . will leave the registered owner subject to the possible claims of his neighbours, so that an indefeasible title will mean a title beyond question by any except adjoining owners. To this I think that there is no practical objection. The possible rights of adjoining owners may be classed with rights of way and other rights, the liability to which is practically consistent with indefeasible ownership." Well, then, the next question which will be asked is this—What do you propose to have a registry of? My lords, I propose to register fee simple estates, leaseholds of a certain length, and charges where mortgages are on the estate. Then comes the question—Is the registry to be compulsory or is it to be voluntary? I propose that for three years there shall be no compulsion in any form. I myself am very sanguine that it will be found that if this measure should have your lordships' approval, and become law, a great deal of business will have been transacted under it, and a great quantity of land will have been registered before the expiration of three years. I say so for this reason: This is a subject on which the public mind has been maturing for fifteen years; the attention of the profession has been directed to it, and the attention of the public has been directed to it, and I think that almost without exception there has been an opinion universally expressed in favour of a registry of title such as I have described it. A registry of land such as I have described it brings up land as far as can be to the average of ships and stock. It is that the public ask for, and the public desire to have. Moreover, we have the advantage derived from the experience of the failure of the Act of 1862. We know the causes which led to the failure of that legislation and we are able in these proposals to avoid them. I am therefore sanguine enough to hope that without any compulsion we shall have a very large amount of business transacted in the registration of title within the course of three years. I know it has been stated, and stated very strongly sometimes, that the solicitors will oppose a measure of this kind and prevent it from succeeding. I do not think so. I have had some experience of solicitors; and without adverting to what is obvious, that even in a matter of self-interest whatever improves the law and gives greater facilities for dealing with land must be a benefit, and not an evil to the Profession—without adverting to that consideration, I speak from my own experience of solicitors when I say of the great mass of them that I believe there is not in the kingdom a body of men more intelligent, more liberal in their views, more desirous of improvement in the law, and more anxious to avail themselves of such improvement when made. (Hear.) But that does not depend upon my testimony, because if your lordships refer to the evidence given before the Royal Commission, you will find a great deal of testimony on this point; and the commissioners say that there is evidence to show that after the passing of the Act of 1862 there was the greatest anxiety among the most eminent solicitors to take advantage of that enactment, and that they did not abandon it until experience had shown them that it was unsatisfactory and more expensive than the old system. Your lordships will find it was no opposition of the solicitors that caused the failure of the Act of 1862; and therefore, unless I much deceive myself as to the advantages of this measure, I do not think it is one which will have to encounter the opposition of the Profession. I propose, then, my lords, that for three years after the passing of the Act there shall be nothing in the shape of compulsion. But I propose that after that time, whenever a sale of land is made, there shall be an obligation to register the title. If such registration be not effected the purchaser shall only obtain an equitable title. A legal title he shall not obtain till he registers. That mild kind of compulsion will not be put in operation till we have had three years' experience of the working of the registration system. (Hear, hear.) Well, then, the question will be asked, Who is to register the title? I take the office which already exists—the office of the land registrar. I own—it may be, perhaps, a partiality for my own offspring—that I should have been better pleased to have established in this country a Landed Estates Court, after the fashion of the Irish Landed Estates Court; but there is the difficulty of having an office which has been already created and which I wish to utilise. In addition to that consideration there is the fact of the passing of the Judicature

Act of last year, the principle of which is to congregate all the principal Courts of the kingdom. It would be somewhat at variance with the provisions of that Act to establish a fresh court outside; but I am not without hope that if this measure turns out successful we may have at some future period, a conveyancing judge whose court would form a part of the Supreme Court under the Judicature Act, and be charged with the duty of registering titles. But I take the Land Office as it stands, and the registrar at the head of that office will be the registrar under this new Bill. He will act under the Supreme Court of Judicature, or under whatever judge of that court to whom the duty may be assigned of dealing with any questions which may be referred to the court under the measure which I am about to introduce. I must say a word on a point respecting which a question will be asked. Are you going to have local registries? or is the London Registry Office to do the work of the whole kingdom? That appears to me to be a question of some difficulty. It is one on which there is a great deal to be said on both sides. It sounds very plausible to say that, on the same principle which makes us hold that justice should be brought home to every man's door, dealings with property should be brought as close as possible to the property dealt with, and that, especially in the case of small properties, it is very desirable that there should be a local office for doing the business on the spot. But, on the other hand, you must bear in mind what is to be said on the other side. Could anyone go further than to suggest that there should be a registry in every county of England. But take the case of a large county, 60 or 80 or 100 miles long, and have but one office in each county. The consequence will be that persons will often have to go to as great a distance to the registry in their own county as they would to come to the one in London, and perhaps the communications, as to locomotion, will be more difficult. In addition to that, you must bear in mind that while the local registries are in operation a very large amount of dealings with property will be going on in London. Dealings of this kind will always go on to a very large extent, because of the greater facilities for them that are to be found in the metropolis. The consequence will be that persons from London will have to go down and make examinations at the local registries. What I propose to do is to proceed tentatively. I propose that the London Registry should have within its own office district divisions. Should it be found that for any district of the country the transaction of business is so large as to afford a good prospect that a registry established in that district would be self-supporting, there will be a power vested in the proper authority to order the establishment of a local registry in that part of the country. I believe that arrangement will meet the wants of the case. My lords, I have two other Bills to introduce to your lordships' notice, which are connected with this subject, but are of a more limited scope than the one to which I have been referring. One of them deals with the question of the limitation of claims and actions regarding real property. By it I propose an alteration of the Act 3 & 4 Will. 4, which at present regulates the limitations in respect of suits relating to real property. There are various provisions in that Act by which these limitations as to the bringing of suits in respect of real property extend to twenty years, while in some cases the period is ten years. It has been for some time felt as a crying evil that these periods should be so long. They are felt to be unnecessarily long; but it is very hard to say what should be the periods of limitation. I propose to shorten the period of twenty years in the Act of Will. 4 to twelve years, and the period of ten years to six. The limitation in respect of succession claims, which stands at forty years, I propose should not go beyond thirty at the utmost. The third of the Bils relates to vendors and purchasers, and by it I propose that there should be a change in some parts of the laws, which at present are felt to be in a very unsatisfactory state. I propose that if there be no stipulation to the contrary, forty years' title should be sufficient to show, and that the purchaser shall not be entitled to attested copies of the deeds, except at his own expense. There are other provisions in this Bill as to the rights of vendors and purchasers in respect of leaseholds, and as to those of executors and administrators after payment of mortgages. Both the latter Bills are independent of the Registry Bill, though, of course connected with the transfer of land. I commend all three measures to your lordships' attention, and I will venture to hope that they may find favour with your lordships and become the law of the land. I do so in view of the interests concerned, and because I believe that by passing them your lordships will respond to an expression of hope contained in her Majesty's gracious speech. The present system has long been a disgrace to our law, and I would ask your lordships to abolish and remove it. (Cheers.) The noble and learned Lord concluded by laying all these Bill on the table of their Lordships' House.——Lord SELBORNE.—My Lords, I am glad that the conduct of these measures should have fallen into the hands of my noble and learned friend, because, if any man in this country has given long and close attention to these subjects, and thoroughly understands them, it is my noble and learned friend. In one sense they are peculiarly his own, because it was his fortune in 1859 to be the first to lay on the table of the other House of Parliament well-developed measures applicable to dealings with these subjects. I was thankful to my noble and learned friend last session for the approval he then expressed of the leading principles of my Bills, and also for the suggestions he then made; and I am glad to hear the approbation he has so kindly expressed of the choice I made of the gentleman who discharged the very important duty of revising the Bills which I then introduced. I believe the opinion my noble and learned friend has expressed on that point will be generally endorsed by all acquainted with the matter. No man could have been better fitted to discharge that duty than Sir Charles Hall, and I am sure my noble and learned friend will admit that the duty could not have been more admirably fulfilled. I am glad to avail myself of this opportunity to thank the learned Vice-Chancellor for the assistance he has rendered in respect to this subject. (Hear, hear.) This is not the time, nor, indeed, is it necessary, to go into the points which my noble and learned friend was quite right to explain, and on which there is some variance between the Transfer Bill of my noble and learned friend and that which I laid upon the table of your lordships' house last year. In the Bill of last year there were three points which I thought cardinal ones. The first was that of facility for the registration of all possessory titles, as well as for those which might be established. The second was power to relax the strictness of the present requirements for a marketable title when the title has been accepted for a period of time. The third was the introduction of compulsory registration after a reasonable lapse of time from the passing of the Act. On all points I am happy to think that, as between my Bills and those of my noble and learned friend, there is not anything that deserves to be called a substantial difference. (Hear.) It may be that in the mode in which I proposed to relax the strictness of the requirements for a marketable title I erred on the side of too much laxity. My noble and learned friend proposes to define more exactly the principle on which relaxations will be allowed; and I am willing to consider whether this may not be a better way of accomplishing the object in view. I am sure, at all events, that the proposals of my noble and learned friend will be a very valuable improvement. With respect to compulsion, the difference between my noble and learned friend and myself, is the difference of a single year, and I think I may pass that over. Upon the subject of local registration I quite concur in the view expressed by my noble and learned friend. There can, I think be no doubt that as the measure works it will be found that increased local facilities will become necessary, and will require to be afforded; but my present impression is that it is a safe principle not only in its application to local registries under this measure, but also to all other matters where it is important to afford reasonable local facilities, to measure the reasonableness by the cost, and where the amount of business will probably be sufficient to pay its own expenses, in such case a very strong claim may be established for local facilities. On the other hand, if the amount of business is so trifling that the establishing of local registries might tend to throw a great charge upon the public at large, then I think the burden of proof would lie very strongly upon those who would advocate their establishment. I am glad also to find that my noble and learned friend has adopted the principle of the provision of the Bill of last session with respect to limitation, although he has adopted the periods of twelve years and six instead of ten and five, which I proposed last year. I quite concur with my noble and learned friend in the reasons which he has given for making a change in the direction he has pointed out. There are, at all events, some reasons in favour of the limitations my noble and learned friend proposes, and the proposal substantially accomplishes the main object I had in view. The third Bill, which is quite new, and belongs altogether to my noble and learned friend, depends very much upon matters of detail. So far as I understand its provisions, it aims at accomplishing a desirable object, and I have no doubt that it will give rise to little difference of opinion in your lordships' House. I am happy to think that we now have a real opportunity of taking a very great step—I hope a final and adequate step—towards an object of the greatest possible importance to the public; one which will relieve our commercial and business transactions from obsolete encumbrances, difficulties, delays, and expenses, which, I venture to say, are both a very great annual pecuniary loss to the country at large and a disgrace to our present system of jurisprudence. (Hear, hear.)——Lord HATHERLEY was happy to think, from the manner in which the Bills had been introduced and received, that the time had at length arrived for which many who had grown grey in the Profession had ardently longed, in which some improved system of conveyancing would be established, and some intelligible means of placing title on record afforded. The extreme importance of this step, both as regards the increased value of property to those who held it, and to those who might desire to raise money upon it, could not be exaggerated. An enormous advantage would also arise to those who desired to acquire small parcels of land, but who, owing to the present state of the law, were absolutely precluded from doing so, except through the medium of joint-stock companies formed for the purpose of purchasing large estates with a view of selling them again in small lots. He would only mention one instance of the great expense of acquiring small portions of land. A certain company purchased a cottage and a couple of acres of land on which it stood, and the cost of the conveyance exceeded the purchase-money—amounting to about £130. From the second Bill mentioned by his noble and learned friend, whereby the time for making claims was further limited, a material advantage would be derived by all owners of property, and it would besides tend to promote the success of the larger measure. Up to the present time it was found most difficult to create a feeling in favour of the registration of title, owing to the long period of years which should elapse before the benefit to be derived from it could be completely felt. Few people care for an advantage the full effects of which could not be enjoyed until a period of sixty years had elapsed. He remembered one case in which the assignees of a bankrupt disposed of property which had been enjoyed for fifty-eight years, and in which case the purchaser lost his money. The property in question was derived from a person who had made a will believing himself to be owner in fee simple. The property, however, as it turned out, was held for three lives, and the last of the lives dropped within two years of the purchase from the assignees. The length of time to which he had referred had, beyond doubt, operated as an immense obstacle in the way of a general registration of title. The details of the Bill would be carefully considered in committee, but meanwhile he heartily concurred with his noble and learned friend below him in wishing them all possible success.——Lord ROMILLY, who was indistinctly heard, was understood to anticipate the best possible consequences from the operation of the Bills, and to suggest that they should be referred to a select committee. The Bills were then respectively read a first time.

Friday, March 27.

ATTORNEY AND SOLICITORS' BILL.

On the motion of Lord CHELMSFORD, this Bill was read a second time.

HOUSE OF COMMONS.

Thursday, March 26.

ILLEGAL PRACTICES IN THE CHURCH.

Mr. HOLT gave notice that on Tuesday the 31st, he will move for leave to introduce a Bill to provide remedies against the introduction or the continuance of practices which are contrary to law in churches of the Established Church.

BENEFIT BUILDING SOIETIES.

Mr. GOURLEY asked the Home Secretary whether he intended this session to introduce a Bill to amend and codify the laws regulating benefit building societies, and if so, whether such Bill would be independent of or comprise a part of that intended to be introduced for the regulation of friendly societies.——Mr. CROSS said that since that question had been put upon the paper notice had been given by the hon. member for Finsbury that he would introduce a Bill on Monday next on that subject. The Government, as the House were aware, had undertaken to deal with friendly societies this year, and until their Bill was in a more mature state than it was at present it was impossible for him to give a definite answer whether they would themselves take in hand the question of building societies this session. But if they did it would be independent of the measure they would bring in with respect to friendly societies.

GAS COMPANIES.

Mr. GOLDNEY asked the President of the Board of Trade whether he would lay upon the table of the House a copy of the opinion of the law officers of the Crown, to the effect that the Board of Trade Commissioners, in settling the price of gas to be paid by the public, are precluded from inquiring into the mode in which the gas com-

panies have raised or expended their capital——Sir C. ADDERLEY.—There is no such opinion of the law officers as the question implies. There is an opinion given by Sir J. Karslake, Sir R. Baggallay, and Mr. Round on a question referred to them as to the powers of the Commissioners appointed by the Board of Trade on the application of the Imperial Gas Company in 1869 to revise the scale of illuminating powers. I am about to present papers giving the minutes of the proceedings of the Commissioners for 1873 and 1874 as soon as they are concluded, which will include the opinion referred to.

WEIGHTS AND MEASURES.

Mr. GOLDNEY asked the President of the Board of Trade if he intended introducing a Bill this session, making provision for the adjustment and verification of weights and measures by persons other than the police, in accordance with the suggestions in the Standard Commissioners' Report——Lord J. MANNERS was understood to say that the report was under the consideration of the Government, but that they had no intention of introducing a Bill on the subject this session.

MIDDLESEX SESSIONS BILL.

Sir H. SELWIN-IBBETSON, in moving the second reading of this Bill, stated that in accordance with the 7 & 8 Vict. c. 71, under which the Assistant Judge was appointed, a salary was paid to him out of the Consolidated Fund of £1200 a year. He was allowed, besides performing his duties as a Judge, to practise as a barrister, and by the 14 & 15 Vict. c. 55, a second chairman was allowed to be appointed, with the view of facilitating the transaction of the business. That second chairman was also allowed to practise as a barrister; but under the 22 & 23 Vict. c. 4, a fresh arrangement was made, the county agreeing to pay a sum of £300 in addition to the £1200 paid out of the Consolidated Fund, the Assistant Judge being required to give up practice. Upon the resignation of Sir W. Bodkin a short time since, it again became necessary to deal with the question, and the present Bill would give effect to an arrangement between the county and the Treasury for the joint payment of a salary of £1500 a year, the Treasury agreeing to pay the five guineas a day for a deputy whenever the Assistant Judge became incapacitated by illness or other reasonable cause from attending to the discharge of his duties. The arrangement was one which had been carefully considered, and which would, he believed, be advantageous to the county.

The Bill was read a second time.

BILLS OF SALE ACT AMENDMENT BILL.

Mr. LOPES, on leave being given, introduced a Bill to amend the Act of 1854 relating to bills of sale, and the measure was read a first time.

THE COMMITTAL OF MR. WHALLEY.

Mr. DISRAELI moved the appointment of a Select Committee on Privilege to inquire into and report with regard to the recent committal of Mr. Whalley by the Court of Queen's Bench.

An amendment had been put on the paper by the hon. member for Peterborough with the object of adding the Attorney-General and Mr. Roebuck to the Committee, and, there being no objection felt to this alteration, the motion was now submitted with the addition of those two names.——Mr. WHITBREAD, without opposing the motion, pointed out that the course which was being pursued raised an entirely new question and might lead in the future to great inconvenience. It was desirable that Government should take into consideration the propriety of proposing at the beginning of every session the appointment of a carefully-selected Committee of Privileges, which would be able to deal promptly with any case that might arise. Matters of privilege, involving party considerations, might at any time demand their attention, and it would be extremely inconvenient and unsatisfactory in such a case for the Government to name a special committee to deal with it. The best time to appoint the committee was when there was no question of privilege immediately before them. (Hear, hear.) The resolution was agreed to, the members of the Committee being—Mr. Disraeli, Mr. Goschen, the Attorney-General, the Solicitor-General, Mr. Knatchbull-Hugessen, Mr. Walpole, Mr. Whitbread, Mr. Cave, Sir. C. Forster, Sir S. Fitzgerald, Sir H. James, Viscount Holmesdale, Sir E. Colebrooke, Sir G. Montgomery, Mr. Massey, Viscount Crichton, and Mr. Roebuck. The Committee will have power to send for persons, papers, and records, and five will be a quorum.

ACTION AGAINST MR. PLIMSOLL.

On the motion of Mr. C. LEWIS, it was agreed—"That the proper officer of this House have leave to attend the forthcoming Liverpool Assizes as a witness for the defendant in an action in the Court of Queen's Bench, *Houghton and others* v. *Plimsoll*, and to produce any documents in his custody which he may be lawfully required to produce."

INNKEEPERS' LIABILITIES.

Leave was given to Mr. WHEELHOUSE to bring in a Bill to abolish certain liabilities now attaching to innkeepers, and the measure was read a first time.

Friday, March 27.

NEW COURTS OF JUSTICE.

Mr. GREGORY asked the First Commissioner of Works whether he would lay on the table a copy of the contract for these courts.——Lord H. LENNOX regretted that he could not accede to that request. The production of a particular contract such as the hon. gentleman specified would be injurious to the public service and unjust to the contractors.

COUNTY CONSTABLES (SCOTLAND).

Sir W. ANSTRUTHER asked the Secretary of State for the Home Department whether he would reconsider the amended rules and regulations for the government of county constables, issued from the Home Office by the late Secretary of State for that Department, which related to the employment of constables on other than police duties, and cancel the same, so as to enable the police to aid the authorities and officers acting in the execution of the Public Health (Scotland) Act, as they did prior to the issuing of the said rules and regulations.——Mr. CROSS said the Government were considering that matter, and he was at present in communication with the Lord Advocate about it.

THE BALLOT ACT.

Sir C. DILKE rose to call attention to the defects in this Act, and to move for a Select Committee to investigate its working, with power to suggest amendments. He disclaimed any idea of bringing the subject forward as a result of the last election, it being generally agreed that hon. members opposite, who had been returned in a large majority, did truly represent the opinion of the constituencies. The question which he was about to submit to the consideration of the House had been anticipated two years ago, when it was repeatedly stated by hon. gentlemen that after the Act had been tried at one General Election, it would be necessary that it should undergo revision. Now, if that was the opinion of many hon. members at the time of the passing of the Act, any one who had watched its working at the late election could hardly deny that inquiry was necessary. This was shown by the statements of men who had conducted elections, by the various questions referred to counsel for opinion, by letters in the papers on various points, and notably by a remarkable correspondence in the *Times*, in which gentlemen whose authority on the subject would not be questioned took opposite views as to the meaning of some important clauses in the Act. He might add, since he had put the notice on the books, he had received a very large number of letters on the subject from almost every constituency in England. The particular blots to which he wished to call attention were, first, the doubts as to what voting papers should be admitted and what rejected by reason of some informality. The second was a small discrepancy between the number of papers found in each box and the number returned by the presiding officer, who was responsible. That point was one of more importance than might appear at first sight, because the smallest discrepancy of that kind admitted of the perpetration of what was well known as "the Tasmanian dodge." The third blot was the defective stamping of the voting papers. Thousands of papers had been admitted and counted which, besides the regular official mark, contained also another, which, though it might not vitiate the vote, yet might become the means of tracing how the elector had voted. A mark very little more than might have been produced by a thumbnail was made in many cases on the voting paper, and that was owing, perhaps, to the different rules which prevailed in different places as to the mode of stamping. Another proper subject of inquiry was as to the mode of numbering the votes. These were the principal matters to which he wished to direct attention; but then there were also two or three smaller points which affected the returning officer, the most important of which were as to the time allowed him in preparing for an election, and as to the returning officer's expenses as affected by the Act. There were two other matters which also might be inquired into, the one relating to the evidence we had that votes had become extensively known, partly through the provisions respecting the illiterate voter, and partly through the transparency of the paper made use of at the elections, the other relating to the nomination of candidates. With regard to the whole subject, he was told it was not the intention of the Government to grant a committee at this moment, on the ground that we ought to wait for the report of the election judges. He regretted that decision, because hardly any of the points he had raised would come before the judges, and it was by no means to be assumed that they would not affect elections in future. Some of those points, and notably the mode of stamping, were matters which might be more fitly investigated by a select committee than by the judges of the land. Bringing such matters before a judge was a costly and slow proceeding. If the House did not take up the subject now, next session it would probably be cast aside, the last general election would be more or less out of mind, controversy in the newspapers would have ceased and these things would be forgotten before a new election would occur. The first point to which he had referred would seem to have arisen from a singular inconsistency in the Act itself. It would appear that the Act was loosely drawn, and therefore there was a necessity for revision. The Act said that the papers should be marked on both sides with the official mark, and that the voter should place it in the box after having shown to the presiding officer the official mark on the back. It then said that any paper which was otherwise so marked that the votes could be identified should be rejected. That showing of the ballot-paper to the presiding officer was the only means we had of checking "the Tasmanian dodge." But he was prepared to prove by reference to different places that a vast number of presiding officers, in doing the duty imposed upon them by the Act, did things for which they were properly punishable, such as writing on the back of each paper the number of the voter on the register. That had occurred in dozens, nay, hundreds of constituencies. In doing so those persons clearly placed on the voting-paper a number by which the voter could be identified. But those papers were counted, though the Act said they should not be. They were counted, after argument by competent men, because it was said that those who were to count the papers should not look at the backs, and if they did not they could not know that the papers were thus marked. He had received a letter from the editor of a paper in the North of England stating that, by order of the Sheriff of the county, the presiding officer gave to each voter a voting-paper with his own registered number upon it. in that way all the voter could be identified. That was a point which ought to be investigated by a Select Committee, and which, in London alone, affected hundreds. The second point to which he wished to direct attention was as to the effect on an election of the discrepancy between the number of papers in the box and the number returned by the presiding officer. He was present himself at the opening of 53 or 54 boxes, and in every one of them there was a slight discrepancy. The abstraction of one official voting paper by an elector who took it outside the polling booth instead of putting it into the box furnished an easy method of bribery, because the official stamp might be imitated, or the abstracted paper might be filled up under the eye of a briber outside, who, by the help of an agent outside, would be able to ascertain almost with certainty how a man voted, while each elector so bribed could bring out an unused official voting paper. This Tasmanian dodge showed the importance of preventing any voting paper from being carried away from the booth. Yet in the five elections at which he had been present he had been the means of stopping voters, who, he believed, were quite innocently carrying away their voting papers. At certain times of the day, when the crowding was considerable, the voting papers might be abstracted easily unless the presiding officer was much sharper than some he had seen. Many of the ballot-boxes, when opened, were found to contain polling cards or other unofficial documents, and the risk thus disclosed of possible abstraction with a view to imitate the official stamp was a point which had far better be raised in this House than before an election judge. It was no answer to say that there was no proof of fraud at the recent election. In every constituency there were plenty of scoundrels who did not then know the working of the Act or the possibility of plotting with a view to counteract it, as they would at another election. He thought he had shown that if fraud had not occurred at the last election, it might occur at a future election; and therefore the House should provide against any such a contingency. Another matter required investigation—the counting of the votes. This was a point of much importance as affecting the returns. In the great majority of places there were seven or eight presiding officers, with a clerk to each, but only one agent to watch the whole process of counting. That being so, you could only trust to the honesty of the clerks. In his opinion the House should lay down rules for the guidance of the presiding officer in counting the votes. Again, insufficient time was now allowed the returning officers to prepare for the election. In large boroughs three days between the nomination and the polling day were quite inadequate to enable the returning officer to make the necessary arrangements, and he had no right to assume that there would be a contest before the actual nomination. In one case a returning officer said

he had within three days to arrange for 70 polling places, with 300 secret compartments, and appoint 70 competent presiding officers, with 70 clerks. In the competition which existed at an election time for clerks possessing the smallest pretensions to sobriety, it was very difficult to obtain the requisite staff within the limited period allowed for the purpose. Another point worthy of investigation was the question of the expenses of the returning officer. There seemed to be no regular scale of charges. Cases had occurred in which returning officers had charged no fee at all. There were other cases in which they had charged 50, 100, or even 200 guineas. The largest fees were not always charged in the largest boroughs, and he had even heard of cases in which candidates whose return had not been contested were charged 100 guineas for the returning officers' fees, and 50 or 60 guineas for their expenses. Another point bore upon the means afforded of ascertaining how voters had voted by means of the illiterate voter clause. On this point he had received an interesting letter from the mayor of a small borough in the West of England, who said it was astonishing to find nearly all the electors in a small country parish voting as illiterates. There was reason to fear that this provision in the Ballot Act had been made use of to ascertain how the electors had voted, and this impression was strengthened by the fact that in the large boroughs, where it was not an object to ascertain how a man voted, there was hardly any illiterates. In one of the largest wards in Chelsea two persons only availed themselves of the provision as to illiterate voters, many illiterate persons preferring to vote by the light of nature rather than by the hand of the returning officer. Again, the transparency of the voting paper enabled an agent to see for whom the voter had polled. A country returning officer had written to him to the effect that, without at all wishing to see how voters had given their votes, he could not help seeing, owing to the transparency of the material, in consequence of which any bystander could read through the folded paper. That, too, was a matter which deserved investigation. The most important question, however, was, what was the mark by which a voter could be identified? The Act stated that all voting papers should be rejected which did not bear a particular mark, and the question was, What constituted such a mark? When the Bill was in the course of passing through the House different views were expressed on the subject by different members. Some hon. members took the strict view of the provisions of the Bill, as did many other authorities of great weight—namely, that only the mark given in the schedule should be made by the voter, and that any other must lead to the rejection of the vote. The right hon. gentleman the member for Bradford, who had charge of the Bill took a different view, and after a great deal of debating upon the point, the Bill passed into law without any authoritative definition being given as to what was meant by the words of the clause in question. For his part, he believed that all the elaborate provisions of the Act to secure non-identification of the voter could be readily evaded if any other mark were allowed but that which was to be found in the schedule. In small boroughs it was impossible to prevent the identification of voters. By puncturing the paper with a pencil, by the mark of a dirty thumb, by tearing off a small piece of the corner, and in various other ways a dishonest or unscrupulous agent could easily ascertain how particular persons had voted. If it were found on inquiry, as he thought it would be, that these elaborate provisions of the Act were useless for the purpose for which they were intended, surely they ought to be discarded or amended? They had been read two different ways at the late election, and that fact alone was sufficient to justify the interference of the House. In the borough of Chelsea hundreds of voting papers were put aside for further consideration under the name of "duffers." Finally they came to the conclusion what should be done with those papers, and, as it did not interfere with the result of the election, he might mention that he had a considerable majority of the "duffers," while his hon. colleague opposite had a large majority of what were called the "hopeless duffers." (A laugh.) The decision that was arrived at in Chelsea was to count all the papers which were so marked as to give a clear indication of the intention of the voter. A different principle was, however, adopted in other metropolitan boroughs and in various other constituencies, and the consequence was that thousands of voters were virtually disfranchised. The town clerk of Swansea informed him that he actually advised the mayor—who was the returning officer—one way, when his opinion was the other. He was of opinion that any mark which clearly showed how the voter desired to vote was a good mark; but counsel whom he consulted thought differently, and consequently many votes were rejected because they were not marked with a Maltese cross. This part of the subject was of special importance in small boroughs, to which the Act was specially intended to apply, because in such boroughs it was chiefly needed. For all those difficulties there was but one cure—namely, inquiry by a committee and amending legislation by Parliament. If, however, he pressed his motion, he feared it would be rejected, and probably by an agreement between him and the concurrent action of the two front benches. His hon. friend, the member for Whitehaven, who had lately fallen from his high estate (a laugh), and who used, in criticising such an agreement, to say that both front benches must be wrong, would doubtless now, if he went to a division, go into the lobby with the members for Bradford and Taunton. The opinion was, he understood, entertained that no action should be taken, at all events, until the reports of the election judges were received. He earnestly hoped, however, that the subject would not be lost sight of. It was one which concerned them all. The right hon. gentleman the member for Bradford had just cause to be proud of the Bill. When it became law it was as good an Act as, under the circumstances, could well have been passed. Experience, however, had disclosed its defects, and, that being so, he thought the House would agree with him that the Act was deserving of revision at the hands of a select committee. (Hear, hear.)

——Mr. C. LEWIS had no doubt that the House were desirous that the Ballot Act should be made as perfect as possible in their own interests and in the interests of the constituencies of the country generally. It was very desirable that the loss of votes should be prevented, and accurracy in counting votes should be secured. It was only necessary for him to remind the House that not fewer than twelve members of the House had been returned by majorities of ten and under, and that twenty-four members had obtained majorities of twenty or under. These facts were sufficient to show that precision and accuracy were of the utmost importance, and that the power of the returning officer for good or bad reasons to reject voting papers which had some peculiarity in them—without decision or authority to guide him—was a subject which deserved consideration. (Hear, hear.) In reference to the loss of votes, he might say that at the late election for Coleraine, out of a total of 1100 votes, no fewer than 190 were rejected by the returning officer. The returning officer, in fact, possessed enormous powers, and much depended not only on his honesty and integrity, but upon his intelligence and his accurate reading of the provisions of the Act. This was a point on which both sides of the House and both large and small constituencies were equally interested, and it was highly expedient, in order to secure the purity of our electoral system, that steps should be taken to obtain uniformity of procedure at elections. Under the present mode of taking the ballot there was every inducement held out to dishonest returning officers to act improperly. Thus in a county constituency which should be nameless, an hon. friend of his who had been elected by a small majority of fifty-three or fifty four in 1868 was returned by a large majority in 1874. At the recent election one of the friends of the candidate who was present at the counting of the votes had a suspicion that one of the clerks who was entering the number of votes in a book was manipulating the counting—that was to say, he was omitting a batch of thirty votes in favour of the candidate in question. On being challenged with the offence the clerk expressed great indignation at his honour being so assailed, but on the votes being compared with the book in which he was entering the number of voters, it was found that not one but two batches of thirty votes in favour of the particular candidate had been omitted. It might be said that that was a fault on the part of a certain clerk and not of the system, but when it was recollected how various were the modes of counting the votes, some of them being of the loosest character, and how impossible it was in very large constituencies that the candidates could exercise proper supervision over the counting, it appeared to him that at the proper time—which he was not prepared to say the present was—the House should give the question its minute and impartial investigation. (Hear, hear.) His own constituency being a small one, every vote had been counted under the supervision of the candidates themselves; but in large constituencies such scenes had been witnessed as seven or eight sets of persons being engaged in the same room in counting the votes, the names of the candidates and the votes given on each ballot-paper being shouted out in such a way as must almost inevitably lead to confusion and mistakes. A trifling mistake in the numbers of the votes given for a particular candidate might be of the gravest importance, because in many of our largest constituencies members had been returned by merely the nominal majorities of 50, 100, or 200. Having had personal experience twice of a contested election under the ballot, he had taken some little trouble to inquire into the working of the present system, and he had come to the conclusion that it was for the interest of all members, whether in existence or in *posse*, that the defects in it should be removed. What might be the determination of the House on the subject of the Ballot when its term of eight years had expired it was impossible to prejudge; but it is clear that those who had opposed it for so long might be proud that they had at length accepted it, whilst those who had urged its adoption for so many years had found that it had brought destruction of the party which had carried it into law. ("Hear," and a laugh.) Thus that which was to have caused the entire destruction of the Conservative party had had exactly the opposite effect, and it was remarkable that, under the Ballot, where the Conservative party were strong before they were stronger now, and that where the Liberal party were strong before they now found their strength diminished. He made these remarks not for the purpose of rousing party feeling, but to point out that the question might be considered without regard to its bearing on either party, and merely with the view of making the mechanical operation of voting safe for both the candidates and their constituents. (Hear, hear.) One word as to returning officers' expenses. (Hear, hear.) Anything more unsatisfactory than the present system for honest returning officers and for the unfortunate candidates he could not conceive. The honest returning officer in a large constituency was obliged to work night and day without receiving the smallest remuneration for his labour unless it took the form of an *honorarium* from the winning or perhaps all the candidates. Thus the returning officer for Marylebone had had to work for a week and a half, night and day, at the last general election, during which time he was unable to attend to his business, and all returning officers were obliged to work in a similar manner if they wished to escape the odium which had fallen upon the returning officer of another of the great metropolitan boroughs. It was most unsatisfactory when the returning officer had to put down a fee for himself, and it was equally unsatisfactory when he had to accept that as a gift which he ought to receive as the legitimate reward of his labour. In other cases he heard that monstrous charges had been made in small boroughs, and in one instance where the candidate, who was called a Conservative working man's candidate had refused to pay the returning officer the sum of £50, the returning officer had refused to allow him to be nominated, and the noble lord who was the other candidate, was returned as unopposed, the consequence being that a petition had been presented on behalf of the rejected candidate. There were, he believed, numbers of cases of that character which were a scandal and a discredit to the law. Another thing he complained of was that the first set of candidates should be compelled to pay for the ballot boxes, which would suffice for their own constituencies for the next twenty or thirty years. In some instances candidates had merely hired the boxes, but the hire was probably more expensive than the purchase of them would have been. He thought that the facts which had been made public, coupled with the individual experience of hon. members, would induce the Government to take the question up, and take steps to put an end to the present slovenly and inaccurate mode of counting the votes, and he was satisfied that any measure that might be proposed would receive the careful attention of the select committee of that House to which it might be referred. (Hear, hear.)——Mr. GREGORY said that whenever a committee was appointed it would be necessary to consider the question of the expenses of returning officers, who could not proceed for their recovery against the nominated candidates, but only against those who went to the poll. The question of the expenses charged by returning officers for themselves was also deserving of attention.——Mr. FORSTER said that he considered the difficulties would continue until the constituencies themselves bore the necessary expenses of elections.——The discussion then terminated.

Tuesday, March 31.

THE COMMITMENT OF MR. WHALLEY.

Mr. WALPOLE brought up the report of the Select Committee on Privilege, to which had been referred the letter of the Lord Chief Justice to the Speaker informing the House of the commitment of Mr. Whalley, one of its members, for contempt of court. The committee had had before it two orders made by the Court of Queen's Bench in the case of the Queen against Castro. By the first of these orders Mr. G. H. Whalley, then and now one of the members for Peterborough, was ordered to appear in court to answer for his contempt, in writing and printing a letter in the *Daily News* on the 21st Jan. last. By the second he was adjudged to have been guilty of such contempt, and thereupon ordered to pay a fine of £250, and to be imprisoned in Holloway Gaol until it was paid. The orders with the affidavits and exhibits on which they were

founded were printed in the appendix to the Committee's report. The committee had afforded to Mr. Whalley an opportunity of making such observations on the matter referred to them as he desired to offer, and he had put in a written statement, parts of which appeared to the Committee to be irrelevant to the specific objects of their inquiry, but they had not thought it expedient to omit any of the observations which that gentleman had deemed it essential to place before them. The Committee, in conclusion, having considered the matters referred to them, did not think they were such as to demand the further attention of the House; and they desired also to express their opinion that the Lord Chief Justice had fulfilled his duty in informing the House that one of its members had been committed by the Court of Queen's Bench. (Hear, hear.)

SOLICITORS' JOURNAL.

THE Attorneys and Solicitors Bill 1874, which has already been read a second time in the House of Lords, proposes to amend the 10th section of the Attorneys Act of 1860, by excepting from its operation articled clerks who are engaged in employment (otherwise than under their articles) with the written consent of their principals, together with the sanction of one of the Judges of the Superior Courts, and on certain other conditions. This Bill also requires that previous notice, together with copies of affidavits, &c., shall be given to the registrar of attorneys before any application shall be made to strike an attorney off the roll, and contains other important provisions on this subject. In another column we produce the substance of this measure.

THE resolution moved at an adjourned special general meeting of the Incorporated Law Society, held on the 11th June last, by Mr. Charles Ford, and seconded by Mr. Rose, to the effect that a general meeting of the members of the society should be held periodically, say every month, with certain exceptions, for the discussion of all matters affecting the interests of the Profession, though negatived without a division, would, we certainly think, be very desirable, for, besides giving to every member an opportunity of ventilating his ideas upon all subjects of interest to solicitors, it would clearly operate as discounting the chances of new societies coming into existence, which, however desirable and necessary their formation and establishment may be, yet tend to diminish the influence of the chief society. Let the policy of the council of that society be diametrically opposite to the policy which animates the benchers of the Inns of Court; let solicitors have every opportunity of discussing all questions affecting the Profession, and let us have a thorough system of representation and organisation. It is astonishing that while Universities and many professions are practically represented in the House of Commons, a powerful but disorganised body like solicitors enjoy no such privilege; but we hope the time is not far distant when steps will be taken to accomplish so desirable an object. There are questions innumerable which solicitors would be glad of an opportunity of considering; and if there is no other way open to them, we think it should be by general support of the Legal Practitioners' Society, the subscription to which is nominal, it being understood that general meetings should be constantly held, all resolutions come to at such meetings to be forwarded to the council of the Incorporated Law Society for their consideration, and, in case of no action being taken in the matter, the new society reserving to itself the alternative of taking independent steps.

THE Chambers of Commerce, by reason of their recent deliberations (a portion of the report of which has already appeared in our columns), may well set all lawyers by the ears. The following matters were brought to the notice of the commercial men so assembled: Bankruptcy Law Amendment, Public Prosecutors, Patent Law, Tribunals of Commerce, Unjust Operation of the Debtors' Act 1869, Married Women's Property Act, and other legal subjects. It is a matter for much congratulation that the commercial world is found so ready to deliberate on the subject of all statutory legislation, accomplished or contemplated.

THE Lord Chancellor, on introducing into the House of Lords his Land Transfer and Title Bill, was thus reported, when speaking of solicitors: "Although it was said that such a Bill would be opposed by the solicitors, he did not believe that that branch of the Legal Profession which was for the most part composed of enlightened and liberal-minded men would set themselves against a measure which was found to be beneficial to their clients, and would also conduce to their own interests by increasing the number of transactions in real property." We think we can take upon ourselves to say that his Lordship rightly understands the feelings of our branch of the profession in reference to this important measure. As to how far it will answer the expectations of its promoters, it would at present be unwise to venture a prediction, except that it, in conjunction with the two other measures introduced by his Lordship at the same time, will work a complete change in the whole system of conveyancing throughout the country. Some of the redeeming features in the measure to which we first refer are, that the registry is, in the first instance, at all events, to be in London only, as to which we feel sure that it will so continue, for a distribution of registries throughout the country would be almost sure to lead to expenses not contemplated by the measure in question. Again, the measure will not be compulsory for the first three years, but we are afraid the sanguine hope of his Lordship, that within this period a great deal of business will be done by virtue of the Act, will prove illusory; another recommendation is that even after the expiration of three years, if land was not registered, the sale of it is not to be void, but the purchaser is to obtain only an equitable title, and not a legal one until he does register. We fear any attempt to make the existing office of land registry in Middlesex capable of meeting the requirements of the Act are likely to prove abortive, and we regret that the measure in question does not provide for the establishment of a Landed Estates Court. One of the most important questions not touched upon by his Lordship is, who is to have the right to search the registry, and above all who is to have the right to act in the matter of registrations. It will be remembered that in a similar measure of the late Government the expression "agent" often appeared in relation to registration, &c. Solicitors will require a distinct understanding upon this important point. Already the Profession, which is heavily taxed, is beset on all sides by invaders, who indulge in their depredations to almost any extent, while no effort has been made to arrest their progress. The Bar of England is strongly represented in both Houses of Parliament, and unless such members of it show by their sympathy and support that solicitors belong to one and the same profession as themselves, the present Lord Chancellor, not less than any of his predecessors, must appeal in vain to our branch of the Profession to support any measure which so immediately affects their interests as does the Land Transfer and Titles Bill. The second Bill introduced by his Lordship dealt with the limitation of suits, the general tendency of the Bill being to shorten such period in all cases. The third Bill to amend the law of vendors and purchasers is of great importance to solicitors, and we feel sure that this measure, not less than the other two, will receive the most careful, and indeed laboured, consideration of the council of the Incorporated Law Society. We confess it seems to us that the reasonable construction that the Land Transfer and Title Bill, if it becomes law in its present shape, points to the conclusion that many of the provisions last introduced by his Lordship will be rendered nugatory. The general tendency of the measure, however, seems to be to relieve vendors and throw considerable burdens on purchasers, and in this sense it is opposed to the policy embodied in the more important measure first before referred to. The council of the Incorporated Law Society must feel that a great responsibility devolves upon them in having to represent our branch of the Profession in considering these three measures, the more so as any recommendations of theirs are certain to receive the most careful attention of the Government.

WE have received a report of the proceedings of the annual general meeting of the Incorporated Leeds Law Society. The meeting was held as long since as the 20th Feb. last, and from the report of the committee for the year 1873, which is of some length, we gather that the number of the members of the society has increased, that the funds of the society are in a satisfactory state; and the report included a consideration of the questions submitted to the society by the Judicature Commissioners; also the subject of the Supreme Court of Judicature Act; the subject of professional remuneration; the amalgamation of the Incorporated Law Society and the Metropolitan and Provincial Law Association (since accomplished); registration of mortgages of tenants' fixtures; the Inns of Court and School of Law Bill, prepared by Lord Selborne; the subject of a Bill to amend the law relating to attorneys and solicitors, the principal object being to modify the 10th section of the Attorneys' Act 1860, by enabling articled clerks to hold offices or engage in employments other than the employment of clerks, provided before entering on the office they obtain the consent of the solicitor to whom they are bound and the sanction of one of the judges thereto. We are sorry we have never before been afforded the opportunity, as we might have months ago, of bringing this important subject to the notice of the Profession. It is, however, due to the council of the Incorporated Law Society to say that it is a measure prepared by them. We observe that the meeting was held at the offices of Mr. Thomas Marshall, M.A., solicitor, of Leeds, and registrar of the County Court there, and seeing that he is the honorary secretary and treasurer, we suppose we are not far from wrong in assuming that the greater burden of the work of the society falls upon his shoulders; and it is not surprising to observe from the report that he has again been elected to the office of honorary secretary. Mr. Marshall is one of the newly-elected members of the council of the Incorporated Law Society, in connection with which he promises to render valuable services to the Profession.

IN the midst of a louder complaint than has for some time past been made upon the subject of the encroachments of accountants, and agents of all kinds, who talk about their clients and the long vacation, &c., &c., comes to us a letter from a country solicitor, pointing out that large numbers of solicitors, to use his phrase, "work in with accountants," and that but for this practice, which largely obtains, accountants could never have got the hold they have on certain kinds of work which one would rather expect to find in solicitors' offices. We are afraid there is too much truth in the assertions of our correspondent to be reflected upon with anything like satisfaction; and such being the case, it is clear that solicitors have, in a measure, themselves to blame, by tempting others to step out of the groove of their regular calling.

A CASE has recently come to our knowledge in which a firm of accountants undertook, on behalf of a debtor, to arrange with his creditors by payment of 10s. in the pound, and to prepare the necessary documents for that purpose. An agreement was prepared, which was signed by creditors agreeing to take half the amount of their respective debts in discharge. One creditor who had signed it afterwards proceeded to recover the full amount by an action at law, when it was found that the agreement was not stamped, was not under seal, and was more than two months old in point of date. The accountants' client pays the penalty, of course, but ought not the public to be afforded some kind of protection against this kind of evil by a paternal Government?

NEXT week being Easter week the instruction for articled clerks at the Law Institution is confined to one lecture on equity, which will be delivered on Friday, the 10th April, between the hours of six and seven o'clock, being the first of the equity series for this year. Lecturer and reader Mr. C. W. Chute.

COMPLAINT having recently been made in our columns that some solicitors in certain parts of the country, as well as in London, are so forgetful of the duties they owe to our Profession, as to allow their names to be used by unqualified persons, thus practically enabling the latter to act as attorneys, we reproduce below the 32nd section of 6 & 7 Vict. c. 73. We hope no time will be lost in measures being taken to bring such cases under the notice of the Incorporated Law Society. It should however be observed that it is open to any society or individual to apply to the court as provided by this section. "And be it enacted, that if any attorney or solicitor shall wilfully and knowingly act as agent in any action or suit in any court of law or equity, or matter in bankruptcy, for any person not duly qualified to act as an attorney or solicitor as aforesaid, or permit or suffer his name to be anyways made use of in any such action, suit, or matter upon the account or for the profit of any unqualified person, or send any process to such unqualified person, or do any other act, thereby to enable such unqualified person to appear, act, or practise in any respect as an attorney or solicitor in any suit at law or in equity, knowing such person not to be duly qualified as aforesaid, and complaint shall be made thereof in a summary way to any of the said Superior Courts wherein such attorney or solicitor has been admitted, and proof made thereof upon oath to the satisfaction of the court that such attorney or solicitor hath wilfully and knowingly offended therein as aforesaid, then and in such case every such attorney or solicitor offending shall and may be struck off the roll, and for ever after disabled from practising as an attorney or solicitor: and in that case, and upon such complaint and proof made as aforesaid, it shall and may be lawful to and for the said court to commit such unqualified person so acting or practising as aforesaid to the prison of the said court, without bail or mainprize, for any term not exceeding one year."

ROLLS COURT (IRELAND).

Wednesday, March 4.

(Before SULLIVAN, M.R.)

Re W., A SOLICITOR.

Attachment—Debtors' Act (Ireland), 1872, s. 5, sub-sect. 4—Non-payment of money due by a solicitor to client.

A solicitor who, acting under a power of attorney, receives money for a client, and neglects to pay it over, when ordered by the court to pay the same in his character of solicitor, is guilty of misconduct in respect of which an attachment may be issued against him within the 35 & 36 Vict., c. 65, s. 5, sub-sect. 4, although his default may be occasioned by inability to pay.

APPLICATION for an attachment against W., a solicitor, for non-payment of money ordered by the court to be paid. W. was solicitor for Mrs. Bird, and, acting under a power of attorney to to draw an annuity to which she was entitled, he had received a portion of the annuity, but not having paid it over to Mrs. Bird, a petition was, in consequence, filed by her against him as her solicitor. Upon the hearing of this petition January 1873, it was ordered by Sullivan, M.R., with the consent of W., that within ten days the gale due, amounting to £100, should be paid to Mrs. Bird; but an affidavit of credits due from Mrs. Bird to W. was to be furnished to her by W., and she was to pay the amount of the credits found due. On foot of this order W. paid over £40. In June 1873, a notice was served on him to pay the £60 still remaining due by him, or that an application would be made to the court for an attachment against him. As he did not comply with that notice, the application was made accordingly; and it then appeared to the court that he was entitled to credit for £1 13s. 4d., and it was ordered by the court (30th June, 1873), that he should pay the balance remaining due, £58 6s. 8d., within one month from the date of the order. That sum not having been paid,

Carton, on behalf of Mrs. Bird, now moved for an attachment, referring to 35 & 36 Vict., c. 57, sect. 5, sub-sect. 4.

Walsh, Q.C., *contra*.—A sum of £22 10s. 5d. is due by Mrs. Bird personally to W. for costs, and should be set-off. There is also a sum of £81 due for costs incurred by her husband. Mrs. Bird, as executrix to the will of her husband, received £500 belonging to him, out of which the debt due to W. should have been paid. She has not paid the amount, and she has now left this country. Under this state of facts the court should not, in the exercise of its discretion, issue an attachment.

Carton, in reply.—At the time of making the former order, credit was given to W. for all sums that were fairly due. These costs were never presented to us till the present moment. Costs due in an executory capacity cannot be set-off against a sum due to the executrix in a personal capacity.

SULLIVAN, M.R.—This is a motion of a very serious character. The principles which govern the case are laid down by James, L.J.: "The meaning of the Act (32 & 33 Vict. c. 62, s. 5, sub-sect. 4) is clear, its object was to relieve from imprisonment any one, whose default in payment of a sum of money arose from poverty. Therefore, certain cases were exempted from the operation of the Act, in which imprisonment was a punishment for misconduct. It is not in every case in which a solicitor is ordered to pay a sum of money that he is liable to imprisonment for not paying it, but if he has received money of his client he is guilty of a breach of duty unless he has it ready when it is called for, and if he makes default the court always considers him liable to punishment. That was the case in *Re Rush* (L. Rep. 9 Eq. 147; *Re Hope*, 7 Ch. App. 523). There is no doubt there cannot be a more serious breach of duty than for a solicitor to receive money for a client and not pay it. This lady filed a petition, which came before me in Jan. 1873. It was ordered, with the consent of Mr. W., that within ten days the gale due should be paid. On that occasion it was ordered that a list of all credits due to Mr. W. should be furnished to the petitioner, and that the petitioner should undertake to pay the amount so found due. That order having been made on consent, Mr. W. cannot get out of it; but if the court sees there was some error, it has perfect power to say, "take the order, but you shall not have the attachment." £40 was offered to the petitioner on foot of that order, and accepted by her. I must say that great forbearance was shown to Mr. W., and there is no reason to think that undue pressure was put upon him. No farther payment having been made, a notice, in June, 1873, was served on Mr. W. by the petitioner, to pay the £60 remaining due, or that she would apply for an attachment. If there had been any hurry on the former occasion, there was now plenty of time. The only substantial matter, which turned out to be a matter of fair dispute, was an item of £10. I came to the conclusio that I should not allow that, but I gave hi credit for £1 13s. 4d. That left a balance of £58 6s. 8d. It was ordered that he should pay that sum within one month. It has not been paid, and that is a sum in respect of the non-payment of which, if rightly due, Mr. W. is answerable for misconduct. By misconduct I mean holding the money of a client, and not being able to pay it. It has been said that there are credits, but I cannot see it. The matter has been discussed here twice; he gave a consent once; every precaution was taken to do him justice. He never made an affidavit as to the credits, as he was required to do by the order. There is no excuse for a solicitor who applies to another purpose money which belongs to his client. It should be a golden rule to all solicitors, that the money of a client should be regarded as sacred. I will make an order for the attachment, but I will give Mr. W. a fair time. The attachment shall not issue, if within one month he pays half the money, and if within two months from that time he pays the rest. The costs of this motion are given, but do not form part of the money for which the attachment is ordered.

Order accordingly.

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CONSOLIDATED CHAMBER.

Tuesday, March 17.

(Before FITZGERALD, B.)

THOMAS AND ANOTHER *v.* COX.

Practice—Security for costs—Plaintiff resident out of the jurisdiction—Judgment Extension Act 1868 (31 & 32 Vict. c. 54).

Motion to compel a plaintiff resident in England to give security for costs, granted, notwithstanding the passing of the Judgment Extension Act 1868.

Raeburn *v.* Andrew (*L. Rep. 9 Q. B. 120*), *not followed.*

Kenny, on behalf of the defendant, moved that the plaintiffs be restrained from taking any further proceedings in the cause until they should give security for costs, inasmuch as they resided out of the jurisdiction of the court. The action was for goods sold and delivered. The affidavit of the defendants, who were merchants, resident in the city of Waterford, stated that the plaintiffs resided at Cardiff, in Glamorganshire, in Wales, out of the jurisdiction of the court.

Foley, for plaintiffs, *contra*.—The right to security for costs, in cases where the plaintiff is resident out of the jurisdiction, is given, provided there be an affidavit of a good defence upon the merits, by the Common Law Procedure Act 1853, s. 52. By the passing of the Judgments Extension Act the foundation for this enactment has been removed. "When we look at the origin of the practice of calling on a plaintiff resident abroad to give security for costs, as established in *Pray* v. *Edie* (1 T. R. 237), the point becomes quite clear. In that case, the plaintiff being a foreigner residing abroad, the court stayed proceedings till he gave security for costs, and Buller, J., said: 'For this reason, that if a verdict be given against the plaintiff, he is not within the reach of our law to have process served upon him for costs.' The same point was afterwards, for the same reasons, decided in *Fitzgerald* v. *Whitmore* (1 T. R. 362), in the case of a plaintiff residing in Ireland, and the rule was afterwards extended to a plaintiff resident in Scotland. But since the passing of the Judgments Extension Act, 1868 (31 & 32 Vict. c. 54), that reason has completely ceased. The effect of that enactment is that, when a judgment has been obtained in England, a certificate of such judgment can be registered in the proper office in Scotland, and the court in Scotland can issue process on such judgment. It is true that the process in Scotland, perhaps, may not be like the process of our courts, but we must take it that it is as effective as our own. In Ireland, if the writ of *ca. sa.* be not taken away, an execution under this Act would be more effective than in England. The reason, therefore, for compelling a plaintiff resident in Scotland having ceased, this rule must be refused."—*Raeburn* v. *Andrews* (L. Rep. 9 Q. B. 120), *per* Blackburn, J. This decision was concurred in by the rest of the Court of Queen's Bench in England.

FITZGERALD, B.—I shall adhere to the practice that has been established here.

Motion granted.

Attorney for plaintiffs, *Davis.*
Attorneys for defendants, *O'Brien & Howard.*

ATTORNEYS AND SOLICITORS BILL.

A BILL intituled an "Act to amend the Law relating to Attorneys and Solicitors:"

1. This Act may be cited as "The Attorneys' and Solicitors' Act 1874."

2. This Act shall extend only to England and Wales.

3. Interpretation.

4. The recited enactment (section 10) of the Act of 1860 shall not henceforth apply to cases in which any person bound by articles as therei mentioned shall, before he enters upon the office, or engages in the employment, have applied for and obtained—

(*a*) The consent thereto in writing of the attorney or solicitor to whom he is bound:

(*b*) The sanction thereto of one of the judges of one of the superior courts of law at Westminster, or the Master of the Rolls, or of the High Court of Justice to be evidenced by an order of such judge:

Provided that not less than fourteen days before any application is made for such sanction and order notice in writing of the application shall be given to the registrar, which notice shall state the names and residences of the applicant, and of the attorney or solicitor to whom he is bound, and the nature of the office or employment, and the time it is expected to occupy.

6. Where any terms or conditions shall be so imposed, and the person thereby authorised shall accept the office, or engage in the employment, he shall, before being admitted an attorney or solicitor, prove to the satisfaction of a judge of one of the superior courts of law at Westminster, or the master of the Rolls, or of the High Court of Justice, and of the examiners for the time being appointed under the provisions of the Act of 1860, or of any Act amending, to examine persons applying to be admitted as attorneys and solicitors, that he has duly observed and fulfilled those terms and conditions.

Where application is intended to be made to any court for an order or rule to strike the name of any attorney or solicitor (not being an attorney or solicitor making the application) off the roll of attorneys or solicitors of such court, or for an order or rule to compel him to answer the matters of an affidavit, notice in writing shall be given to the registrar of such intended application fourteen clear days at the least before such application shall be made.

Copies of all affidavits intended to be used in support of such application shall be delivered to the registrar with the notice.

Court not to entertain application, except on proof of notice.

The registrar may appear by counsel upon the hearing of any such application, and upon any other proceedings arising out of or in reference to the application, and may apply to the court to make absolute any rule *nisi* which may have been granted by the court in the matter of such application, or to make an order that the name of the attorney or solicitor be struck off the roll of attorneys or solicitors of the said court, or, as the case may be, to order the attorney or solicitor to answer the matters of the affidavit, or such other order as to the court may seem fit; and it shall be lawful for the court to order the costs, charges, and expenses of the registrar of or relating to any of the matters aforesaid, to be paid by the attorney or solicitor against whom any such application is made or was intended to be made, or by the person by or on whose behalf the application is made or was intended to be made, or partly by the one and partly by the other of them.

Where any court or any judge of any court shall, upon motion, have ordered or directed a rule (whether *nisi* or absolute) or order to be drawn up for striking the name of any attorney or solicitor off the roll of attorneys or solicitors of such court, or for compelling an attorney or solicitor to answer the matters of an affidavit, and such rule shall not have been drawn up by or on behalf of the person applying for the same within one week after the order or direction for drawing up the same shall have been made or given, it shall be lawful for the registrar to cause the rule or order to be drawn up, and all future proceedings thereupon shall be had and taken as if the application for the rule or order had in the first instance been made to the court by the registrar.

[The provisions of this Bill, in so far as it proposes to affect articled clerks, is important beyond the mere object of such provisions, in the sense that gentlemen now articled will, immediately on the measure becoming law, be entitled to make the applications specified by the Act, and avail themselves of the privileges thereby conferred.]

Correspondence.

ENCROACHMENTS ON THE PROFESSION.—The following letter has been addressed by a solicitor to a member of Parliament, under date 28th March 1874:—"Sir,—In reading my *Law Times*, I see you are a supporter of the Legal Practitioners' Society, and also an M.P. This Society's great object is to protect the Profession from encroachments by invaders. I will tell you how to confer the greatest boon upon our Profession ever conferred by one man, viz., in the House of Lords the Solicitors and Attorneys' Bill has now passed the second reading, if you would (when it comes down to the Commons) only introduce or have inserted

the following clause in the same bill, viz., 'All deeds or indentures under seal shall be drawn or prepared by a serjeant-at-law, barrister, solicitor, attorney, notary, proctor, or conveyancer, and whose names shall appear in the Law List for the current year in which any such deed or indenture under seal shall be drawn or prepared, and all deeds or indentures under seal drawn or prepared by any other person than above named shall be invalid and of no effect whatever.' By the 44 Geo. 3, c. 98, s. 14, a penalty of £50 is imposed on any person who draws a deed for fee or reward; but that clause is useless to the Profession, because we cannot prove that the invaders receive any fee or reward. In this town every auctioneer and even their clerks prepare hundreds of bills of sale and leases of houses, &c., but we cannot sue them for the £50 penalty, because we cannot prove they have received any fee or reward, although we know they have and do receive it. If you could get the clause I suggest inserted in this new Bill now about to pass, I would, and every other country attorney would, readily pay double annual certificate duty to the government. Why should auctioneers and their clerks and village schoolmasters draw all the bills of sale and leases, and mortgage deeds also very frequently, and they pay no certificate duty? If you would only have my clause inserted, and make all their deeds invalid and of no effect whatever, this would stop their little encroachments altogether. I only refer to deeds under seal, not simple agreements, but all deeds under seal whatever. I wish you would in your place in the House of Commons take this matter up on the part of our Profession. R. B."

THE following appeared in a London morning paper of Tuesday last:

BUILDERS and others desirous of Arranging with Creditors can do so by applying to a solicitor of long standing, at about half the usual charges. Consultation 3s.—Mr. Padmore, Old Kent-road.

ALL in Debt or requiring Legal Assistance.—Persons in town or country released from debt without bankruptcy, publicity, or suspension of business. Private arrangements effected with creditors. Charges by instalments. Those served with writs or summonses should call immediately. Consultation free.—Mr. Hunter, London-wall, E.C.

TO all in Debt.—Messrs. Marshall, of 9, Lincoln's inn-fields (established twenty years) obtain release from all debts under the new Act, and effect private arrangements with creditors without publicity. Charges by instalments.—Offices, Lincoln's-inn-fields.

A SOLICITOR.

IN the *Northern Echo* the following appears. What next?

NOTICE.—Mr. Addenbrooke, Solicitor, will attend the Guisbrough Petty Sessions every Tuesday.—Apply to Miss Terry's, 28, Newport-street, Guisbrough.

A SOLICITOR.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

LEWIS (Richard), Wallingford, Berks, carrier. £108 10s. 8d. Three Per Cent. Annuities. Claimant, said Richard Lewis.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

BRACE (Edward), Heron-villa, St. Martin, Worcester. April 22; Wm. W. Gabriel, solicitor, 48, Lincoln's-inn-fields, London. April 30; V.C. M., at twelve o'clock.

CACKETT (Wm.), Halbridge Hookley, Essex, barge owner and farmer. April 30; Wm. A. Arthy, solicitor, Rochford, Essex. May 8; V.C. M., at twelve o'clock.

GRAY (Alured Wm.), Stoke by Nayland, Suffolk, a retired major in the army. May 5; J. Scalfe, solicitor, 157, Edgware-road, Middlesex. May 22; V.C. H., at twelve o'clock.

HOULGRAVE (Peter), Toxteth-park, Lancaster, gentleman. April 30; Walter Weld, solicitor, Liverpool. May 8. V.C. H., at twelve o'clock.

JACKSON (Jas.), 31, London-road, Brighton, engineer. April 30; W. H. Cockburn, solicitor, 39, Duke-street, Brighton.

MCLACHLAN (Colin B.), Chelmsford, Esq. April 30; T. J. Holmes, solicitor, 4, Eastcheap, London. May 8: V.C.H., at twelve o'clock.

MORANT (Robert), 91, New Bond-street, and Well Walk, Hampstead, Middlesex, upholsterer. April 30; Walter H. Bosanquet, solicitor, 22, Austinfriars, London. May 11; V.C. M., at twelve o'clock.

MORGAN (Thos.), Buckwalltycoed, Carmarthen farmer. May 4; John H. Barker, solicitor, Carmarthen. May 27; V.C. H., at twelve o'clock.

RAWLINS (Elizabeth), 13, Somer's-place, Hyde-park, Middlesex, spinster. April 23; E. A. Paterson, solicitor, 22, Great Winchester-street, London. May 1; V.C. B., at twelve o'clock.

ROBERTSON (Wm. Haylehill, Pembroke, Esq. April 25; S. A. Ram, solicitor, 23, Red Lion-square, London. May 4; V.C. M., at twelve o'clock.

SHARMAN (Edward A.), 7, Staining-lane, London, glove manufacturer. April 13; E. Sidgwick, solicitor, 3, Gresham-street, London. April 20; V.C. B., at twelve o'clock.

SMITH (Jas.), Kirkby Lonsdale, Westmoreland, builder. April 30; John Sharp, solicitor, Lancaster. May 21; M. R., at eleven o'clock.

WILKINSON and KIDD, 5, Hanover-square, Middlesex, saddlers and harness makers. April 28; Aldridge and Thorn, solicitors, 31, Bedford-row, London. April 27: V.C. H., at two o'clock.

WOODFALL (Ann), 13, Camden-avenue, Peckham, Surrey, widow. April 20; J. Brennan, Solicitor, Maidstone. May 4; M. R., at eleven o'clock.

WOODFALL (Col. Chas.), Glenview, Nellyherries, Madras, and 3, Rocky Hill-terrace, Maidstone, Kent, England. July 17; J. Brennan, solicitor, Maidstone. July 31; M.R., at eleven o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

BARING (Thomas), M.P., 8, Bishopsgate-street, Within, London, of Norman Court, Stokebridge, Hants, of the Cedars, Roehampton, and of 4, Hamilton-place, Middlesex. May 30; Markby, Tarry, and Stewart, solicitors, 57, Coleman-street, London.

BEETLESTONE (Maria, otherwise Maria Banks), Cheltenham, widow. March 31; W. Price Hughes, solicitor, Worcester.

BEST (Elizabeth G. A.), Eastbury Manor House, Compton, Surrey, widow. May 31; Burne and Parker, solicitors, 1, Lincoln's-inn-fields, London.

BEST (George), Eastbury Manor House, Compton, Surrey, and the Middle Temple, London, Esq. May 31; Burne and Parker, solicitors, 1, Lincoln's-inn-fields, London.

BRUCE (Rev. J.), Liverpool. May 16; Thomas Houghton, solicitor, 32, Lord-street, Liverpool.

BUTLER (Lieut.-Col. Charles), Liphook, Southampton. May 1; T. Johnson, solicitor, Midhurst, Sussex.

CHARRINGTON (Frederick), Mile End, Middlesex, and of Fernside, Wimbledon, Surrey, and Eastern-terrace, Brighton, brewer. April 30; Loxley and Morley, solicitors, 80, Cheapside, London.

CHICHESTER (Edmund F.), London, and of Chertsey, Surrey, a Captain in Her Majesty's army. April 21; Frere and Co., solicitors, 28, Lincoln's Inn-fields, London.

COMBE (Lieut.-Col. Alfred), 11, Lansdowne-road, Nottinghill, Middlesex. May 21; Bennett and Co., solicitors, 2, New-square, Lincoln's-inn, Middlesex.

CORMACK (Wm.), 58, Norfolk-terrace, Westbourne-grove, Bayswater, Middlesex, linendraper. May 20; J. Mote, solicitor, 1, Walbrook, London.

CORRANCE (Frederick), Parham Hall, Suffolk, Esq. April 20; White, Borrett, and Co., solicitors, 6, Whitehall-place, Westminster.

COWMEADOW (Jas.), Hereford, gentleman. April 14; Wintle and Maule, solicitors, Newnham, Gloucestershire.

CURELLY (Chas.), Matlock Bridge, Matlock, draper. May 1; Jas. Potter, solicitor, All Saint's-chambers, Derby.

DAVIES (Grace), 2, Bridge-terrace, Pitlake-bridge, Croydon, Surrey, widow. April 28; E. Pope, solicitor, 14, Gray's Inn-square, London.

ELLIOTT (Andrew, otherwise Andrew Corrie or Corrie Elliott, 155, Belgrave-street, Balsall Heath, near Birmingham, gentleman. May 1; D. Dimbleby, solicitor, 15, Bennett's-hill, Birmingham.

FINCH (Jane), 23, St. James's-square, Bath, widow. May 8; Berkeley and Calcott, solicitors, 52, Lincoln's Inn-fields, London.

GARSTIN (Lieut.-Gen. Robert L.), 27, Panton-street, Haymarket, Middlesex. May 1; Eardley, Holt, and Parr, solicitors, 28, Charles-street, St. James's, London.

GRUNDON (Wm.), Leicester, tanner. June 24; Dalton and Salisbury, solicitors, Leicester.

HARBIN (Margaret), late of Farlam, Cumberland, formerly of Castlecarrock, widow. May 2; J. R. Donald, solicitor, 56, Castle-street, Carlisle.

HARVIE (Robert), 4, Oliver's-terrace East, Bow-road, Middlesex, Esq. April 30; G. Robins, solicitor, 3, Guildhall-chambers, 32, Basinghall-street, London.

HILL (Thos. Wm.) formerly of Stoneleigh House, Clifton Park, late of 7, Arlington-villas, Clifton, gentleman. May 1; H. B. Press and Inskip, solicitors, Small-street, Bristol.

HOBSON (Esther R.), 8, Onslow-square, Middlesex, widow. April 20; E. and H. Tyler, Wickham and Moberly, solicitors, 14, Essex-street, Strand, Middlesex.

HUSKISSON (Wm.), 30, Mecklenburgh-square, Middlesex, gentleman. April 30; Parkers, solicitors, 17, Bedford-row, London.

JOHNSON (Wm. H.), formerly of 48, Leaf-street, Holme, Manchester, engraver to calico printers, late of 23, Hulton-street, Moss Side, Manchester, estate agent. June 24; Rideal and Shaw, solicitors, 28, Brazennose-street, Manchester.

JONES (Elizabeth A.), late of 45, Pultney-street, Barnsbury-road, Middlesex, formerly of 3, Saville place, Lambeth, Surrey. April 20; E. Lister, 23, Earl-street, Cambridge.

LEFFLER (Frederick), Apothecaries' Hall, and 3, Whitley-place, Reading, gentleman. May 30; W. F. Blandry, solicitor, 1, Friar-street, Reading.

LEY (Chas. Hay), late of 4, Richmond-terrace, Whitehall, Middlesex, and occasionally residing at Dawlish, gentleman. May 11; Coulthurst and Van Sommer, solicitors, 13, New Inn, London.

MILLER (Major Gen. Wm. H.), C.B., Oriental Club, Hanover-square, London, and 17, Kildare-gardens, Bayswater, Middlesex, May 7; Merriman and Pike, solicitors, 25, Austinfriars, London.

MONNERY (John W.), late of Catford-hill, Lewisham, Kent, formerly of 53, High-treet, Southwark, hosier. May 18; Hawkes and Co., solicitors, 101, Borough High-street, Southwark.

MOULTRIE (Peter), 7½, Upper Charlton-street, and 32, Clipstone-street, Fitzroy-square, Middlesex, builder. May 25; Cox and Sons, solicitors, 4, Cloak-lane, London.

NICHOLAS (John), Cuby, Cornwall, farmer. May 20; Thos. Chirgwin, Truro.

PAYLE (Chas.), Uplands near Ryde, Isle of Wight, Esq. May 1; T. Johnson, solicitor, Midhurst, Sussex.

PAYNE (Chas. H.), M.D., formerly of The Hill, Wimbledon, Surrey, late of 2, Shirland-road, Maida-vale, Middlesex. May 1; Rhodes and Sons, solicitors, 63, Chancery-lane, London.

PAYNE (Matilda), 254, Cambridge-heath-road, Middlesex, widow. April 19; Thos. Whitwell, solicitor, 17, Kingstreet, Cheapside, London.

PEGUS (Julia M. M.), formerly of Little Missenden, Bucks, late of Freshford, Somerset, widow. Andrew and Atkinson, solicitors, 8, George-yard, Lombard-street, London.

PRIOR (Mary), 6, Blandford-square, Middlesex, widow. April 20; Ware and Hawes, solicitors, 7, Great Winchester-street-buildings, London.

ROOK (Edwd.), Commerce-road, Wood-green, Middlesex, Cowkeeper. April 14; Martineau and Reid, solicitors, 2, Raymond-buildings, Gray's Inn, Middlesex.

SMITH (Dr. Alexander), M.D., Gothic House, Herne Bay, Kent. May 1; Barnard and Co., solicitors, 3, Lancaster-place, Strand, London.

SMITH (Francis L.), Gothic House, Herne Bay, widow. May 1; Barnard and Co., solicitors, 3, Lancaster-place, Strand.

TODD (John), late of Howard-road, South Hornsey, Middlesex, and since of Welton, Sebergham, Cumberland, stonemason. April 22; Boulton and Sons, solicitors, 21A, Northampton-square, Clerkenwell, London.

MAGISTRATES' LAW.

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Bolton	Thursday, April 9	Samuel Pope, Esq., Q.C.	10 days	John Gordon.
Bridgwater	Tuesday, April 7	P. H. Edlin, Esq., Q.C.	14 days	John Trevor.
Canterbury	Wednesday, April 8	George Francis, Esq.	Statutory	Herbert T. Sankey.
Carmarthen	Monday, April 13	B. Thos. Williams, Esq.	10 days	John H. Barker.
Chester	Thursday, April 9	Horatio Lloyd, Esq.	14 days	John Walker.
Colchester	Friday, April 10	F. A. Philbrick, Esq., Q.C.	8 days	John S. Barnes.
Devonport	Friday, July 10	H. T. Cole, Esq., Q.C.	10 days	G. H. E. Rundle.
Faversham	Monday, April 6	G. E. Dering, Esq.		F. F. Giraud.
Hythe	Monday, April 13	Robert John Biron, Esq.	8 days	W. S. Smith.
King's Lynn	Thursday, April 16	D. Brown, Esq., Q.C.		F. G. Archer.
Kingston-on-Hull	Thursday, April 9	S. Warren, Esq., Q.C.	Statutory	R. Champney.
Leeds	Saturday, April 11	J. B. Maule, Esq., Q.C.	10 days	Charles Bulmer.
Newcastle-on-Tyne		W. D Seymour, Esq., Q.C.	14 days	John Clayton.
Newcast-un-Lyme.	Friday, April 10	T. C. S. Kynnersley, Esq.	3 days	Thomas Harding.
New Windsor	Monday, April 13	A. M. Skinner, Esq., Q.C.	10 days	Henry Darvill.
Northampton	Friday, April 10	John H. Brewer, Esq.	10 days	C. Hughes.
Portsmouth	Friday, April 10	Mr. Serjeant Cox	10 days	Jno. Howard.
Richmond (Yorks)	Friday, April 10	Wm. N. Lawson, Esq.	1 day	C. George Croft.
Rochester	Friday, April 10	Francis Barrow, Esq.	8 days	Wm. W. Hayward.
Salisbury	Friday, April 10	J. D. Chambers, Esq.	10 days	Francis Hodding.
Southampton	Monday, April 13	Thomas Gunner, Esq.		Ed. Coxwell.
Wigan	Wednesday, April 29	Joseph Catterall, Esq.		Thomas Heald.
Winchester	Tuesday, April 7	A.J.Stephens, Q.C., LL.D.	14 days	Walter Bailey.

MIDDLESEX SESSIONS.

Friday, March 27.

DEATH OF SIR WILLIAM BODKIN.

ON taking his seat at ten o'clock, the Assistant-Judge, Mr. Edlin, said the members of the Bar and every one present in the court who were acquainted with the learned and estimable Sir William Bodkin, would be sorry to hear that he died last evening, at half-past six o'clock.

SECOND COURT.

Mr. Serjt. Cox, on taking his seat in the Second Court, said, in reference to the death of Sir Wm. Bodkin:—It is my painful duty to announce to you the death of Sir William Bodkin. I cannot do so without expressing what, I am sure, will be the feeling of all who are connected with this court, that an admirable judge and a most excellent man has departed from among us. Sir Wm. Bodkin was unrivalled in all that is required by a criminal judge. He had almost by intuition the faculty of seeing at a glance into the heart of a case—discerning the very point at issue, estimating the various degrees of guilt, and properly apportioning punishment to crime. He tempered justice with mercy and combined kindness with firmness. During the five years that I was so intimately associated with him in the duties of this court, I found him always ready and pleased to give me the help of his long experience, and I am indebted to him for whatever knowledge I may have acquired of the duties of a judge. I witnessed the first approach of his terrible malady; he knew from the beginning the fatal end, but he spoke of it with resignation, and it scarcely seemed to affect his usual cheerfulness. I am informed that to the last he endured his fearful sufferings with the patience and resignation of a Christian as the will of God, and that he died, as he had lived, without an enemy and at peace with all the world. He was ever to me a kind and faithful friend, and I could not make the sad announcement of his death without giving this expression to the emotions that fill my mind.

Mr. Montague Williams, the senior member of the Bar who was present in this court, in a few well-chosen phrases, expressed the respect and admiration which the deceased assistant-judge had inspired in the minds those who, like himself, had known him long both as a judge and as a private friend.

THE death is announced of Mr. D. Maude, who recently retired from the office of chief magistrate of Greenwich Police-court.

BANKRUPTCY LAW.

WANDSWORTH COUNTY COURT.

Tuesday, March 31.

(Before H. J. STONOR, Esq., Judge.)

Re SYKES; *Ex parte* GOSNOLD.

Execution creditor under £50 who has levied and been restrained by court, and who has proved for his entire debt, permitted to reduce his proof and entitle himself to dissolution of injunction on receipt of proceeds of levy. Injunctions ought not to be granted as to execution debts under £50 after levy, except in special cases.

Jones for execution creditor.

Messrs. *Lawrence, Plews,* and *Co.* for the debtor.

On the 1st Jan. last an execution was levied on the debtor's goods by Frederick Gosnold, a creditor, upon a judgment for £36 8s. debt and costs recovered by him against the debtor. On the next day the debtor filed his petition for liquidation, and on the following day Gosnold was restrained from further proceeding on his execution. The debt and costs (£36 8s.) and costs of levy have been paid into the hands of the High Bailiff. Resolutions accepting a composition of 2s. in the pound were passed at the first meeting, and confirmed at the second meeting. Gosnold proved at the first meeting for £106 8s., and was a non-assenting creditor at that meeting, and also at the second meeting. In his proof for £106 8s. (which it is admitted includes the above debt and costs, £36 8s.) he made no mention of his judgment, but omitted to strike out the words at the end of the proof "save and except the following," which refer to any security the creditor might have. The proof is altogether filled up in a very hasty and illiterate manner. In the list of creditors the debtor returned him as a creditor for £115 "holding an agreement for £100 and a judgment for £30."

His HONOUR this day delivered judgment as follows: The debtor now applies under the composition to have the proceeds of the execution paid to him upon his paying the execution creditor the dividend of 2s. in the pound on his whole claim of £106 8s. The execution creditor opposes this application, and applies for the payment of the proceeds of the execution to himself offering to reduce his claim accordingly. It has always been held that a creditor may realise his security and prove for the deficiency, but that if he neglected to do this, and prove for his whole debt, he is bound to give up his security, and permission will not be given to a creditor who has proved his whole debt to withdraw his proof and set up his security, except under special circumstances. (See Robson's Bankruptcy, 2nd edition, 292, 5, and the cases there cited.) Now in the present case there can be no doubt that the execution levied by the creditor was practically a security, and ought to have been mentioned in the proof; but it is equally clear that being under £50 the creditor was "absolutely entitled" to it. (See the cases of *Slater* v. *Pinder*, 24 L. T. Rep. N.S. 475; *Ex parte Lovering, re Peacock*, 29 L. T. Rep. N.S. 897); that the injunction ought not to have been granted; and that the granting or not granting of an injunction cannot affect the rights of creditors *inter se* (*Ex parte Rocke, re Hall*, 25 L. T. Rep. N.S. 287, and *Ex parte Tate and Co., re Keyworth*, 29 L. T. Rep. N.S. 849.) The question which remains for my decision is, whether under all the circumstances of this case, the proof of the whole debt by the execution creditor, ought to be held absolutely to deprive him of the benefit of his judgment, and consequently of the proceeds of the execution thereunder, or whether he ought to be permitted to reduce his claim, and so entitle himself to the latter. Upon the whole, considering that there is no evidence of any real intention on the part of the execution creditor to waive his rights, that the proof is filled up very ignorantly and inaccurately, and ought to have been rejected by the chairman, that the vote of the execution creditor had no effect on the resolutions, and that the execution was known to the debtor and also to the receiver, who was afterwards appointed trustee. I think that the execution creditor ought to have an opportunity offered him of amending and reducing his proof by deducting the proceeds of the execution, and that upon his so amending and reducing his proof he will be entitled to receive the latter. The present application must, therefore, stand over until next court, when the creditor can apply in the usual manner to have the injunction dissolved, and for liberty to amend and reduce his proof, and for payment of the proceeds of the execution. I may add that as a rule, with few and special exceptions, no injunctions ought to be granted to restrain proceedings on executions levied for sums not exceeding £50.

Application adjourned to next court, the execution creditor to pay the debtor his costs thereof to the present time.

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

TRINITY EDUCATIONAL TERM, 1874.

PROSPECTUS of the LECTURES of the Professors and of the Classes of the Tutors.

The Professor of Jurisprudence will deliver the following courses of lectures during the ensuing educational term:

INTERNATIONAL LAW, PUBLIC AND PRIVATE.

1. Origin and Nature of International Law (Public and Private).
2. The Independence of States.
3. The Diplomatic Intercourse of States.
4. Treaties.
5. Treaties (continued).
6. Modes of Enforcing Rights short of War.

ROMAN CIVIL LAW.

1. Division of things as Subjects of Ownership in Roman and French Law.
2. Classification of Rights of Ownership in Roman and French Law.
3. The Roman and French Law of Intestacy.
4. The Roman and French Will.
5. Obligations arising out of Contract.
6. Obligations arising out of Delict.

JURISPRUDENCE AND INTERNATIONAL LAW.

The Tutor in Jurisprudence and International Law, public and private, proposes to take the following subjects:

Jurisprudence.

1. Codification.
2. Interpretation, and the Principles of Precedent.
3. The Law of things; Primary Rights *in rem* (Ownership).
4. The History of Testamentary and Intestate Concession.

Public International Law.

1. Commencement of War and its Immediate Effects.
2. Rights of War as between Enemies.

Private International Law.

1. Domicil (*continued*).
2. Foreign Contracts.

ROMAN LAW.

The Tutor in Roman Law proposes to take the following subjects:

THE GENERAL DOCTRINE OF THE ROMAN CONTRACTS.—Consent and Error. Conditional Promises. Duress. Fraud. Consideration. Illegal Promises. Agency. Novation. Transfer of Actions. The various Modes of Dissolving Contracts. Remedies for Breach of Contract. *Condictio, actio bonæ fidei,* &c.

Text Books.

1. Institutes of Gaius.
2. Institutes of Justinian.

CONSTITUTIONAL LAW AND LEGAL HISTORY.

The Professor of Jurisprudence, in his private class in Constitutional Law and Legal History, will conclude the subject of the "Prerogatives" of the Crown. He will then proceed to treat of the composition, practice, and privileges of the Houses of Parliament, and of the securities for the "Liberty of the Subject." The books referred to (among others) will be Hallam's Works; May's "Constitutional History, and Parliamentary Practice;" Broom's "Constitutional Law;" and Forsyth's "Cases and Opinions in Constitutional Law."

EQUITY.

The Professor of Equity proposes to deliver, during the ensuing educational term, two courses (elementary and advanced respectively) of public lectures (there being six lectures in each course) on the following subjects, including the most important statutory provisions and the principles of pleading and the practice of the Court of Chancery applicable thereto respectively:—

1. Conversion, Election, and Reconversion (so far as those subjects were not fully treated of during last Term).
2. The Administration of the Estates of Deceased Persons.

The Professor hopes that gentlemen attending the public lectures on equity will, in addition to their ordinary reading, pay special attention to the above-mentioned subjects, and that for such purpose they will read the following cases with the notes thereto, respectively, in White and Tudor's Leading Cases in Equity, and the following order, namely, on conversion, election, and reconversion, *Fletcher* v. *Ashburner*, vol. 1, p. 826; on administration, *Silk* v. *Prime*, vol. 2, p. 111; *Ashburner* v. *Macguire*, vol. 2, p. 267; *The Duke of Ancaster* v. *Mayer*, vol. 1, p. 630; and *Aldrich* v. *Cooper*, vol. 2, p. 78.

Mr. Harvey will discuss the following subjects with his classes:—

Elementary class.

1. Express private trusts.
2. Implied and constructive trusts.
3. The rights of the *cestui que trust*, and the duties of the trustee.

Advanced class.—Injunctions.

Mr. May will discuss with his elementary class—

1. The origin and history of equity jurisprudence.
2. Equity jurisdiction as at present existing.
3. Fraud.
4. Mistake.

And with his advanced class, the statutes of Elizabeth against fraudulent conveyances (13 Elizabeth, c. 5, and 27 Elizabeth c. 4), and the law of voluntary dispositions of property.

LAW OF REAL AND PERSONAL PROPERTY.

The Professor of the Law of Real and Personal Property proposes to deliver, during the ensuing educational term, twelve public lectures (there being six lectures in each course) on the following subjects:

Elementary Course.

On the Law as Affected by the Statutes for the Amendment of the Law of Property and Relief of Trustees (22 & 23 Vict. c. 35, and 23 & 24 Vict. c. 38).

Advanced Course.

1. On the Right to Fixtures as Between Donor and Donee, Mortgagor and Mortgagee, Landlord and Tenant, Tenant for Life and Remainder-man and Heir and Executor.
2. On the Bills of Sale Act, so far as it bears on the above Subject.
3. On Legal and Equitable Waste.

The tutor on the Law of Real and Personal Property will take the following subjects:—

In the Elementary Class: Estates in Land—Uses and Trusts—The different modes of Assurance of Estates and Interests in Land in use from the early feudal times to the present day.

Books recommended:—Joshua Williams on "Real Property;" Part I., Chapters 1—9 inclusive, and the chapters on "Alienation of Copyholds, and on Terms of Years;" Smith's "Compendium of the Law of Real and Personal Property," Part II., Tits. iv.—viii. inclusive; Part III., Tit. xii.; Tudor's "Leading Cases in Conveyancing;" Lewis Bowles's Case; Taltarum's Case; Tyrrell's Case.

In the Advanced Class:—The Law of Vendors and Purchasers considered with reference to the following points:—

1. The capacities, rights, duties, and responsibilities of vendors and purchasers before sale.
2. The general nature and requisites of a contract for sale of land.
3. Matters arising between vendor and purchaser after the contract and up to the time of completion.

Books recommended:—Sugden on "Vendors and Purchasers;" Dart's "Vendors and Purchasers" (4th edit., by Dart and Barber); Prideaux's "Precedents in Conveyancing," vol. I.; Dissertions 1, 2, and 3, on conditions of sale, agreements, abstracts, and their verification.

COMMON LAW.

The Professor on the Common Law proposes to deliver, during the ensuing educational term, two courses of lectures (there being six lectures in each course), as under:—

Elementary course.

1. The procedure in an action, which will be stated and explained quite generally, in view of projected changes.
2. Contracts required to be in writing, but not under seal.
3. Torts to chattel property.
4. The rudiments of the law of evidence.

In treating the above subjects attention will mainly be directed to general and elementary principles of law, a knowledge of which is needful for obtaining a pass certificate.

Advanced course.

1. Simple contracts—non-mercantile.
2. Deeds operative at common law, except such as concern landlord and tenant.
3. The mode of proving documents and facts at Nisi Prius, and the weight due to oral evidence.

In treating the first and second of the above subjects the professor will show how general principles may be applied for the solution of difficult questions of law. He will throughout the course direct attention to recent leading decisions of the courts.

Mr. Houston will consider the following subjects:

Elementary Class.

1. Torts to Real and Personal Property.
2. The Law of Bailments Generally.
3. The Liability of Land Carriers (1) of Goods; (2) of Passengers.

Advanced Class.

1. Negotiable Instruments Generally.
2. Bills of Exchange and Promissory Notes.
3. Bills of Lading and Charter Parties.

Dr. Lyell will discuss the following subjects with his classes:

Elementary Class.

1. The Leading Distinctions between Civil and Criminal Jurisprudence.

2. The Courts of Criminal Jurisdiction.
3. Criminal Pleading and Procedure.
4. The Leading Offences Affecting Person and Property.

Advanced Class.

1. Principal and Agent (including the Law as to Factors and Brokers).
2. Partnership.
3. Bailments (including the Law of Carriers of Goods and Passengers).

Mr. M. Powell proposes to consider the following subjects with his classes:

Elementary Class. — The Law of Contracts; Parties, Disabilities, Measure of Damages; Elements of Criminal Law.

Advanced Class.—Mercantile Law.

The Professor of Hindu and Mahommedan Law, and the Laws in force in British India, proposes to deliver, in the ensuing Educational Term, a course of Six Public Lectures on the following subjects, viz.:

1. Indian Penal Code.
2. Indian Criminal Code.
3. Indian Procedure Code.

In the Private Class the Tutor will continue to discuss the Indian Contract Act, and then take up the Indian Succession Act, and Hindu Wills Act.

By Order of the Council,
S. H. WALPOLE, Chairman.

Council Chamber, Lincoln's-inn,
17th March, 1874.

LEGAL NEWS.

IN the House of Commons on Tuesday, a petition was presented by Mr. Cavendish Bentinck from Mr. Serjeant Cox, praying for inquiry into the duties and emoluments of the Judges of the Middlesex Sessions, and for the amendment of the Bill for regulation of the same now before the House.

THE actual business of the Labour Commission will not commence until after Easter. Lord Chief Justice Cockburn is president. The sittings will not be public.

A NUMBER of new Bills which have been printed have been issued, and among them a Bill bearing the names of Mr. Lopes, Mr. Watkin Williams, and Mr. C. Lewis, proposes to amend the Bills of Sale Act, 1854, by providing that a second bill of sale as security for the same debt shall be null; and that under certain circumstances mortgages effected instead of bills of sale shall be null.

THE Education Codes for 1874 for England and Scotland; Return of the number of convictions under the Master and Servants' Act in each year since 1867; Return of all convictions under the Criminal Law Amendment Act, were printed and issued on Wednesday.

THE judge of the Bath County Court on Tuesday nonsuited Mr. W. L. Russell, a commercial traveller, who was the plaintiff in a suit to recover from the Great Western Railway Company the cost of a conveyance which he had taken from Didcot to Abingdon, in consequence of the unpunctuality of one of the defendants' trains. His Honour held that the plaintiff must prove wilful misconduct on the part of the defendants' servants.

APPOINTMENTS.—The Queen has been graciously pleased to make the following appointments: — Charles Rodgers Nesbitt, Frederick Duncombe, James Nibbs Brown, and William Gray Rattray, Esqrs., to be members of the Legislative Council of the Bahama Islands; Thomas Scott, Robert Little, M.D., and William Ramsay Scott, Esqrs., to be members of the Legislative Council of the Straits Settlements; John Cyprian Thompson, Esq., to be Attorney-General.

THE ANTIQUITY OF CLIFFORD'S INN.—The case of the *King* v. *Allen*, Igent., which was a contest in the shape of a suit in the King's Bench in 1684, between a barrister and an attorney-at-law, as to who should be principal of Clifford's Inn, throws little or no light upon the antiquity of the Society, as Mr. Allen who succeeded in retaining the office of principal, in his affidavit, merely stated "that he understood and believed the Society to be of earlier origin than the Society of the Inner Temple, and never to have been in any way subservient thereto."—*St. Clement Danes Magazine.*

MUNICIPAL CORPORATIONS AND THE BOROUGH FUNDS ACT 1872.—On Friday a deputation of representatives of the principal corporations in the kingdom and members of Parliament had an interview with the Home Secretary in regard to operation of the Borough Funds Act, 1872, their object being to redress certain grievances, which were embodied in a memorial. The memorialists complained that the provisions of the Borough Funds Act were unreasonable and unjust in many respects, were in violation of the spirit as well as of the letter of the Municipal Corporations Reform Act, and were calculated to paralyze the efforts of governing bodies, and to discourage all attempts to provide water for the inhabitants, or to effect sanitary and other improvements which were at this time imperatively required. Among those present were the following members of Parliament: — Sir Thomas Bazley, Sir Charles Legard, Messrs. Ashbury, Turner, Torr, Rathbone, Monk, A. Grant, Jackson, Hick, J. K. Cross, Julian Goldsmid, Fielden, Dodson, Simon, and Callender; and the Mayors of Birmingham, Liverpool, York, Manchester, Bolton, &c.; and Mr. Bains, secretary. The Home Secretary said the deputation had placed their case very clearly before him, and in a very proper and straightforward way. No doubt there had been a great deal said about the increase of rates of late, and this, no doubt would frighten many of the ratepayers. He had to consider a great many other matters, but the whole of the subject should have his serious attention. He should see if anything could be done.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it

LEGAL PRACTITIONERS' SOCIETY.—Referring to the correspondence which appeared in your last issue under this heading, will you allow me shortly to deal with it. The letter from a law stationer, who signs himself, "A Subscriber to the LAW TIMES," is substantially a complaint that the Bill of the society (the chief provisions of which, so far as they are at present determined upon, have been twice published in your columns) will render law stationers liable to be proceeded against under it, in case they write or engross, &c., any instrument, &c. Had you or your subscriber looked a little more carefully into the provisions of the Bill your columns would not have been burdened with his communication. Proviso 2 of sect. 3 excepts from the operation of the section in question any person employed merely to engross any instrument or proceeding. Then as to the letter of "A Disappointed Member," I am sorry he is so dissatisfied, and hope that he will communicate with me, and, above all, give the promoters of this society and of the measure now before Parliament, the benefit of his active assistance. It is to be hoped that action under sect. 3 of the Bill, if it becomes law, will usually be taken against unqualified persons by the various law societies throughout the kingdom. I myself incline to the opinion that process under the Act ought to be issuable in County Courts also, and perhaps that the court should have power to reduce the penalty and order payments by instalments or otherwise. I hope your correspondent will frame and forward to me a letter to a member of the House of Commons for introduction into our measure clauses dealing with the action of unqualified persons in connection with magistrates, bankruptcy, and County Courts. As regards the letter of your correspondent "A Lancashire Solicitor," which is more moderate and encouraging than our unfortunate friend "A Disappointed Member," the case referred to, of solicitors lending their names to unprofessional persons upon the terms of receiving a share of the profits is probably the most discreditable thing that happens in relation to the Profession. Much astonishing information upon this subject was furnished at a recent meeting of the society, but I must remind your correspondents that this matter is already specially dealt with in sect. 32 of the Attorneys Act of 1843, and I cannot but think that if the names of solicitors indulging in this nefarious practice, together with the necessary additional information, were forwarded to the council of the Incorporated Law Society, they would be found ready to move in the matter. Many of the other suggestions of your correspondent are valuable, but if the present measure is to deal with every grievance of which solicitors very properly complain, our Bill, instead of being a short one, dealing with a prominent evil, and which Bill I hope is destined without creating any sensation in the public mind, and subject perhaps to modification, shortly to become law, would be found to be a voluminous measure, creating a large amount of opposition, and probably delayed *ad infinitum* in its passage through Parliament. Finally, neither this or any other society can accomplish work, in a day or a year, which has been rendered necessary by the serious neglect which the great body of the Profession for years have shown of their own interests. We must proceed by degrees, and as quietly as possible, remembering that there is a certain class of the outside public, not altogether without influence, who regard with distaste a lawyer and a lawyer's bill. Let us work well together; let there be nothing like opposition to any society, especially none to the Incorporated Law Society, of which many of us are members which is possessed of considerable influence, and which in fact is the body representing the Profession. The Metropolitan and Provincial Law Association, like country law societies, came into existence to supply some want. The first-named society is already amalgamated, and we all hope that a similar end awaits the country law societies, and no doubt in due course of time the Legal Practitioners' Society will disappear under similar circumstances. In the meantime let the Profession continue to support. X. Y. Z.

— I am very pleased to see that the Legal Practitioners' Society has already prepared the draft of a Bill which is calculated to afford some protection to the Profession. The house and land agents in my town prepare, as I am informed, and have every reason to believe, the large majority of leases of houses, &c. The practice is to charge 5 per cent. upon the rental for the entire business, including, of course, the preparation of the lease. The rent, as a rule, is paid annually to the agent, and he continues to get his commission of 5 per cent. on each year's rent. As these *pseudo* lawyers make no specific charge for preparing the lease, it has hitherto been impossible to do anything effectual towards stopping this encroachment upon the ordinary business of a solicitor. I trust that sect. 3 will meet this difficulty. Would it not be well to give the County Court of the district in which the person preparing the lease resides, jurisdiction as well as the Superior Courts? I fear that the expense of proceedings in the Superior Courts will act as a deterrent and so frustrate the object intended. Another class of a solicitor's practice which gets into the hands of many of these agents is the proving of wills, or, to speak more correctly, the preparation of the affidavits required for proving. I have repeatedly seen forms of affidavits for executors and Inland Revenue hanging in a conspicuous part of an agent's office in this town. I believe the *modus operandi* is to fill in these printed forms, get the executors sworn to the affidavits before a surrogate, accompany them to the registry, and instruct the executors how to apply in person for the probate. I know that this is a very common practice in Derbyshire. I have been asked and declined to swear executors to affidavits when accompanied by "an agent." I have taken the trouble to ascertain that the charge of the "agent" was by no means small, even including his fee for valuing for probate. I have heard of a registrar's clerk correcting defects in these affidavits, and so helping these agents in their practices. A clause to meet such cases would be a decided valuable addition to the Society's Bill. Another important grievance to grapple with is a comparatively novel encroachment, viz, that of a solicitor's clerk (who has become well acquainted with clients), starting an office under the protection of an unscrupulous member of our Profession, who lends his name in consideration of participating in the profits. A clerk, who was at one time in my employment, is doing this at the present time. So long as the London solicitor and the clerk in question keep their own counsel, I do not see any remedy. The solicitor's name is inscribed on one plate and underneath it that of the clerk in question. Smaller charges than that of Professional gentlemen in the town is the attraction.

A SOLICITOR OF TEN YEARS' STANDING.

— In writing last week suggesting that the word "writes" should be erased from the Bill, I must confess to the oversight at the time of not bearing in mind the saving words of the proviso of sect. 3 in favour of "any person employed merely to engross any instrument or proceedings," and this oversight was the more strange as I now remember on my first glance through the Bill looking for and finding the above quoted words. A SUBSCRIBER.

THE TAX ON SOLICITORS.—With an abundant surplus, and an exceedingly patient and courteous Chancellor of the Exchequer, an opportunity arises which I think should not be lost by solicitors, to endeavour to obtain a repeal or mitigation of the odious and unjust tax on their body. Without further delay should we not have our "deputation" to Sir Stafford Northcote on the subject? This might well be organised by the Legal Practitioners' Society, which indeed begins to be looked upon as the panacea of all our ills.

CERTIFICATE.

OUR INVADERS.—A client of mine has handed me this circular.

Private and Confidential.

London, N., 9th March, 1874.

Dear Sir,—Excuse the liberty taken by me in thus addressing you, but having seen a bill of sale registered against you, and as it happens very frequently that persons entering into such engagements find they cannot meet them with that punctuality which has been agreed upon, hence the unfortunate debtor finds himself involved, and it often happens that a man is at once put into possession, and the whole of the home

and effects sold off. The gentleman forwarding you this circular does not mean to intimate that such may be your case, but simply suggests should any unforseen occurrence happen if you will kindly give him a call, it will not be time wasted, as he would advise the best means and assist you at the same time of being relieved from such embarrassments. Trusting you will not consider me intruding in forwarding you this circular, should you require me or my services I will endeavour to fulfil those duties that devolve upon me both faithfully and efficiently.—I am, dear Sir, yours faithfully,—A. B.

F. R. COOTE.

UNQUALIFIED PERSONS.—We send you at foot copy of a document received by a poor person in this town, who holds a receipt for all money owing in respect of the application. Is it not an attempt to obtain money by means of a threat? Cannot a member of the Legal Practitioners' Society secure an admission as to whether it was sent by the authority of the person whose name is lithographed at the foot of the note?

THE UNITED KINGDOM MERCANTILE OFFICES,
Holborn, London.

Legal Department.

It having become evident from your silence that extreme measures will be required to recover the debt against you at these offices, we have to intimate that on Tuesday next (unless a settlement be previously sent here), the necessary steps will proceed towards obtaining a warrant of *execution against your goods and chattels*, which failing, a warrant of *imprisonment for contempt of court* will be applied for, the expense of all which will fall on you to pay. No further notice of any kind can be sent.—We are, your obedient servants, A. B. and Co., Accountants.

A FIRM OF COUNTRY SOLICITORS.

NOTES AND QUERIES ON POINTS OF PRACTICE.

NOTICE.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.

Queries.

91. TENANTS IN COMMON—MARRIAGE—CONVEYANCE.—A. assigns to his two daughters two leasehold houses as tenants in common. The two daughters get married, and A. destroys the deed. There is nothing in existence to show that the property was vested in the daughters. The daughters now wish the houses to be vested in their husbands, in their own right. A. is willing to join in any deed. There was no settlement on the marriage. Will any of your correspondents inform me whether this can be done without the intervention of trustees, and how?

J. K.

92. CLUB.—A. B., the secretary of a cricket club, ordered (it is assumed at the request of the committee) various articles for use by the members. The club eventually broke up without having paid A. B. for such articles. Who are the proper parties to be sued for the amount? If possible, please give reference to a case.

C.

93. ADMISSION OF ATTORNEYS.—I am an articled clerk, and my articles will expire three or four days after the expiration of Trinity Term 1875. By sect. 12 of 23 & 24 Vict. c. 127, it would seem that a person whose articles expire in any vacation may be admitted in that vacation. Will some of your readers who have been similarly situated inform me through your columns what steps are necessary to be taken in such a case in order to apply for admission.

ARTICLED CLERK.

LAW SOCIETIES.

LEGAL PRACTITIONERS' SOCIETY.

MEMBERS of the legal profession and others desirous of further improving or adding to the Legal Practitioners' Bill 1874, which has been introduced into and read a first time in the House of Commons, are requested by the honorary secretary to frame clauses dealing with such matters concerning legal practitioners as need reform and can be dealt with by legislation, and to forward them to him at the office of this journal.

N.B. An opportunity is now afforded country law societies of moving with a view to legislation in connection with many matters constantly brought under the notice of the governing bodies of such societies.

LAW UNION FIRE AND LIFE INSURANCE COMPANY.

The annual general meeting was held last week, at the offices, 126, Chancery-lane, E.C., James Cuddon, Esq., the deputy-chairman, presiding.

Mr. F. McGedy (the secretary) read the notice convening the meeting, and the minutes of the preceding meeting, which were confirmed. The directors' report and statement of accounts having been taken as read,

The Chairman said—Gentlemen, the accounts for the past year, now before you, exhibit a considerable improvement in the new business of the company in both departments. In the life department such improvement is manifest in three important particulars—namely, the amount of the new premiums, the average amount of the new policies, and the total sum assured thereby. The new premiums in the past year have reached the highest amount yet attained in this company, namely, £10,590 as against £8,500 in the preceding year. The average amount of the new policies has risen from £814 in 1872 to £1,023 in 1873, while the total amount thereby assured is £267,000 for the past year, as compared with £205,000 in the former year. (Hear, hear.) These are favourable features. The fluctuation in the amount of the life claims during the past year is obvious; but I may observe that a payment made in respect of a temporary excess in the rate of mortality is not all money lost, but is in a great measure a prepayment of claims, which would otherwise have to be met at some future time or times—either proximate or remote. And, further, it is in the very nature of a life business that there should be fluctuations. All life assurance calculations are founded on averages, and the very word "average" necessarily implies variation. This departure, therefore, from the even tenor of our way should surely be regarded as an incident in the chapter of accidents from which, however great the care, prudence, and vigilance in accepting or rejecting lives, no office, I venture to say, can rely on enjoying a perpetual exemption. By way of a little counterpoise to the excess of claims, I may state that during the past year several reversions purchased by the company have fallen in, which when realised may be expected, besides allowing £5 per cent. per annum interest on the cost of such reversions, to yield a profit on the capital of £5000 or £6000 at least. The average rate of interest on our investments shows a very satisfactory improvement, although we have not been less careful as to our securities. As to the claims in the fire department, we ought to be content, as the losses do not amount to more than the average per centage. I am happy to say that many of the insured are revising their fire policies, with a view to increasing the amount insured in due proportion with the enhanced cost of re-instating. The new fire premiums have increased 13 per cent. during the past year. We must all regret the loss of Mr. Marsh, who died last year, and who had been an active director of the company from the time of its formation. Since the report was printed we have had the misfortune to lose an old and valuable country director and a large shareholder, Mr. Dabbs, of Stamford. I take leave to remind you that this is the year for the quinquennial valuation. I trust that every shareholder will add something to the business of the company during the current year. Nothing else but the hearty co-operation of the shareholders is required to make our dividends not only permanently good, but also gradually progressive. (Hear, hear.) I shall be most happy, before moving the adoption of the report, to answer any question which any gentleman may wish to ask respecting the business of the company.

Mr. T. J. Hooper—There is, Sir, one question which I wish to ask upon a subject not mentioned in the report, and I do so for the information of the shareholders generally. It has reference to the action which occurred a short time ago in which this company contested the payment of a life policy. I am sure the directors have an explanation to give of it, and I think they will be only too glad to explain, because it appeared from the newspaper report that they contested the claim on purely technical grounds. I had nothing whatever to do with that action, and am in no way concerned in it, but, as a shareholder and an agent of the company, I think it would strengthen the hands of the agents generally, if you could, Sir, give us some few of the grounds on which you were led to resist the payment of the claim in question. (Hear, hear.)

The Chairman.—I am very much obliged to the honourable proprietor for asking this question, as it affords me an opportunity of giving an explanation, some of the newspapers having made a mistake in reporting the result. I can assure the meeting that under no circumstances would the directors have disputed a policy upon any technical ground, or upon any ground whatever, unless they had felt themselves compelled to do so in justice to the policyholders and shareholders. The policy in question was effected by a gentleman upon the life of a lady, and in the proposal for the insurance it was distinctly stated that the life had never been proposed for assurance to any other office, and I need not say how important it is that a correct answer should be given to that question. The policy having been completed on the 9th April 1872, and the death occurred on the 16th June following, and it came to the knowledge of the directors that a *post mortem* examination of the body had (at the instance of the lady's relatives) been made, and that it proved to be the fact that she had diseased lungs, and that forty-two gall stones had been found, from one of which (as large as a walnut) death had ensued; and you will readily understand that such a result in respect of a life which had been insured scarcely ten weeks, left the directors no alternative but to make further inquiry. (Hear, hear.) Upon inquiry being made it was found that the life had in fact been proposed previously to two other offices of standing, and declined by both. One of which proposals was made only about two or three months previous to the proposal to this company. Had the directors known of these prior proposals that would have led to inquiry and the knowledge of facts which would have induced them to refuse the insurance at any premium whatever It was proved at the trial that the lady had been an intense sufferer for some time previously. The result of the trial was that a verdict was given for the company upon the count which involved the untrue statements in the proposal. The insurer had lent no money, and insured the life only in anticipation of an intended marriage which death prevented. In conclusion, I may add that the directors took the advice of most eminent counsel, and acted upon it only. (Hear, hear.)

Mr. Hooper.—I hope, sir, you will understand that I did not bring this forward in any spirit of complaint. [The Chairman.—"Oh, no."] I only wished for information, because I felt sure that you would not in this office resist the payment of any claim upon purely legal grounds. (Hear, hear.)

Mr. McGedy.—I may inform you, Mr. Hooper, that the reports in the newspapers, with the exception of the *Times*, were all wrong. The verdict on the principal count was for the company, whereas it appeared in the newspapers as against us.

The Chairman then formally moved that the directors' report be received and adopted.

Mr. H. Mason seconded the motion which was carried unanimously.

Mr. H. Mason said—I am sure, gentleman, you will all agree with me that we ought not to separate without passing a vote of thanks to the gentleman who occupies the chair on this occasion, and who is the deputy-chairman of the company. (Cheers.) I can assure you on the part of the directors that we esteem his services very highly indeed. (Hear, hear.) He is indefatigable in the performance of his duty, and I can only contemplate that his removal would be a very great detriment to the undertaking. (Hear, hear.) The time and attention he gives to the business of this office is something considerable, and if the shareholders only knew how much they were indebted to Mr. Cuddon for his services they would, I am sure, be much more eulogistic than I am. (Hear, hear.) I began to move that the best thanks of the meeting be given to the chairman, not only for his conduct in the chair this day, but for his valuable services to the company at all times. (Cheers.)

Mr. Maude seconded the motion, which was carried with applause.

The Chairman—I feel deeply indebted to to you, gentleman, for this kind recognition of the services which I am able to render to the company. It is not only an immense pleasure to me to find that my efforts on behalf of this office are so highly appreciated, but that in the discharge of my duty I am surrounded by so many gentlemen of great business experience, of great talent, and the highest possible integrity. (Hear, hear.) I have the able assistance of my friend Mr. McGedy (the secretary), Mr. Rogers of the fire department, and other officials in the office, without which, of course, the business would not be in its present prosperous condition. I thank you very much indeed for your kindness. (Cheers.)

Mr. F. R. Ward.—I hoped the chairman would have concluded his remarks by proposing a vote of thanks to the officers of whom he has spoken so highly. I concur in all Mr. Mason has said with reference to Mr. Cuddon's valuable services to the company. No one knows more about the business than he does. But we all know how exceedingly well he is supported by the officers, especially by Mr. McGedy, and by our friend Mr. Burges, whose legal assistance is also most valuable to us. (Hear, hear.) I beg leave to move that we present our cordial thanks to the secretary, the solicitor, and the other officers, for their efficient services on behalf of the company.—(Cheers.)

Mr. C. A. Swinburne seconded the motion, which was at once carried with unanimity.

Mr. McGedy—On behalf of myself, the solicitor, and the staff of the office, I return you my best thanks for the compliment you have paid us in passing this vote of thanks. We are all most anxious that the company should prosper; and we hope that during the current year, which is the last of the fourth quinquennial period, the shareholders will come forward and assist us by bringing a good many life proposals. (Hear, hear.) Last year, as the chairman has told you, we did the largest amount of new business we have ever transacted in any one year, amounting

to £10,954 in new life premiums, and I should very much like to see it exceeded this year. With a little effort I think we might reach £11,000. (Hear, hear.) We shall make every exertion in the office, and I am sure that if you will kindly give us your support we shall succeed in obtaining that amount of new business. Again I beg to tender you my best thanks. (Cheers.)

The meeting then dispersed.

HUDDERSFIELD LAW STUDENTS' DEBATING SOCIETY.

The usual fortnightly meeting of this society was held on Monday evening last, at the County Court, Mr. A. H. J. Fletcher occupied the chair. Mr. B. Crook opened the debate in the affirmative of the following question: Is one solitary instance of recognized dealing on credit sufficient to create a general agency? (Chitty on Contracts, 7th edit., p. 198, note *d.*) Mr. Crook was supported by Mr. S. Stork, and opposed by Messrs. M. J. Burn and A. W. Preston. The meeting was attended by a large number of members, the greater portion of whom took an active part in the discussion. On the question being put by the chairman, it was carried in the negative by a majority of three.

LEGAL OBITUARY.

Note.—This department of the Law Times, is contributed by Edward Walford, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the Law Times Office any dates and materials required for a biographical notice.

W. REES, ESQ.

The late William Rees, Esq., of Scoveston, Pembrokeshire, formerly a solicitor at Haverfordwest, who died on the 22nd ult., at his residence, Spring-gardens, near that town, in the seventy-sixth year of his age, was the eldest son of the late Mr. James Rees, of Haverfordwest, by Martha, daughter of the late Mr. Collins, of Marloes, in the county of Pembroke. He was born at Haverfordwest in the year 1799, and having been educated for the profession of the Law, was in due course admitted a solicitor, and practised for some years, with considerable success, in his native town. He was an alderman and magistrate for the borough of Haverfordwest, and served as mayor of that town in 1840, and again in 1856-7; he was also a magistrate and deputy-lieutenant for Pembrokeshire, and served as high sheriff of that county in 1863. Mr. Rees was twice married; first, in 1822, to Mary, daughter of Mr. David Evans, of Haverfordwest; and, secondly, in 1858, to Mary, daughter of Mr. Thomas Dicker, of Lewes, Sussex, and widow of Mr. Samuel Salter, of Trowbridge, Wiltshire.

SIR W. H. BODKIN.

The late Sir William Henry Bodkin, many years Assistant Judge at the Middlesex Sessions, who died on the 26th ult., at his residence, West Hill, Highgate, in the eighty-third year of his age, was descended from a family of good standing in Ireland, many of whose members have been for some centuries magistrates for the county of Galway. He was the son of the late Peter Bodkin, Esq., of Galway, by Sarah, daughter of R. Gilbert, Esq., and he was born in Clerkenwell, in Middlesex, in the year 1791. Having received a good education at a private school at Islington, he in due time entered upon a course of study with the view of following the profession of the law. In Michaelmas Term 1826, he was called to the Bar by the Honourable Society of Gray's-inn, of which he became a bencher in 1858. He was appointed Recorder of Dover whilst the Conservatives were in office in 1834, and in 1841 he entered Parliament in the Conservative interest, in conjunction with Capt. James Stoddart-Douglas, as member for the city of Rochester, of which he continued one of the representatives down to the general election in 1847, when he was defeated, the two seats being gained by Mr. Ralph Bernal and Mr. Thomas Twisden Hodges. Sir William Bodkin was for many years counsel to the Treasury, and having joined the Home Circuit, practised with considerable success at the Middlesex, Westminster, London, Kent, and Dover Sessions. In 1859 he was appointed Assistant Judge at the Middlesex Sessions, the duties of which office he fulfilled with marked ability down to the time of his recent retirement, consequent upon failing health. He received the honour of knighthood in 1867. He acted for many years as chairman of the General Assessment Sessions for the County of Middlesex; he was also a Vice-President of the Society of Arts, and a Deputy-Lieutenant for Middlesex. He was the author of some pamphlets "On Poor Laws," and he always took a deep interest in the welfare of the destitute and outcast of the metropolis, and was frequently present at meetings held for the purpose of alleviating their distress. He was also the originator of the statutes by which irremovable poor were made chargeable to the common fund of unions. Sir William's Act was passed for one year only, but has been continued and extended, and is, in fact, the foundation of the present system. Sir William Bodkin lived for many years, first on Hampstead-heath, and afterwards on Highgate-hill, nearly opposite the residence of Lady Burdett-Coutts. His house here was the constant rendezvous of legal and literary friends, who were always hospitably received and entertained. In fact, the late worthy judge was as popular in private circles as he was in his public capacity, and his loss will be extensively regretted at Highgate. Sir William Bodkin was twice married: first, in 1812, to Sarah Sophia, eldest daughter of Peter Raymond Poland, Esq., who died in 1848; and secondly, in 1865, to Sarah Constance, daughter of Joseph Johnson Miles, Esq., of Highgate; and he has left by his first wife a son, Mr. William Peter Bodkin, who is a magistrate for the county of Middlesex.

H. LLOYD, ESQ., Q.C.

The late Horace Lloyd Esq., Q.C., who died on the 30th ult., at his residence in Sussex-gardens, Hyde Park, in the forty-sixth year of his age, was the only surviving son of John Horatio Lloyd, Esq., barrister-at-law, of the Inner Temple, and formerly M. P. for Stockport; the personal friend of Lord Brougham, and of the leaders of the Liberal party forty years ago; his mother was Caroline, daughter of Holland Watson, Esq., and he was born in the year 1828. He was educated at Caius College, Cambridge, where he took his Bachelor's degree in 1850. Called to the Bar by the Honourable Society of the Middle Temple in Trinity Term 1852, he joined the Home Circuit. He enjoyed a considerable practice at Nisi Prius, and also in private arbitration cases. He attained the honour of silk gown in 1868, and had been for some years a Bencher of his Inn.

T. B. BROWNE, ESQ.

The late Thomas Browne Browne, Esq., of Mellington Hall, Montgomeryshire, barrister-at-law, who died recently, in the sixty-ninth year of his age, was the eldest son of the late Bryce Jones, Esq., of Cyfronydd, Montgomeryshire, by his first wife, Mary, daughter and heiress of the late Colonel Browne, of Mellington Hall, whose name he assumed by Royal licence. He was born in the year 1805, and was educated at Harrow and at Brasenose College, Oxford. He was called to the Bar by the Hon. Society of Lincoln's-inn, in Trinity Term 1836, and since 1847 he held the appointment of one of her Majesty's Inspectors of Schools. Mr. Browne, who was a magistrate and deputy-lieutenant for the county of Montgomery, married, in 1828, Marianna Kyffin, eldest daughter of Major Arthur Rowley Heyland, of Ballintemple, Londonderry, by whom he has left a family.

D. MACLEAN, ESQ.

The late Donald Maclean, Esq., barrister-at-law, and formerly M.P. for Oxford, who died at Rome, on the 21st inst., from an attack of bronchitis, was the youngest son of the late Lieut.-General Sir Fitzroy Jefferies Grafton Maclean, Bart., colonel of the 45th Regiment; his mother was the only child of Charles Kidd, Esq., and widow of John Bishop, Esq., of Barbados. He was born about the year 1801, and was educated at Eton, where he had amongst his schoolfellows the Marquis of Donegal, the Duke of Manchester, the present Lord Hampton, and the late Lords Kensington, Harborough, and Saye and Sele. From Eton he passed to Balliol College, Oxford, where he took his Bachelor's degree in 1823, obtaining first-class honours in the school of *Literis Humanioribus*; he proceeded M.A. in 1827, and was created D.C.L. in 1844. During his career at Oxford, Mr. Maclean took a prominent and leading part in the formation of the society known as the Oxford Union, the fiftieth anniversary of which institution was celebrated at Oxford last year. Called to the Bar by the Honourable Society of Lincoln's Inn in Hilary Term, 1827, he practised for some time as a Chancery barrister. Mr. Maclean, who was a Conservative in politics, contested the city of Oxford in 1833 with Messrs. Townley and Hughes, on the vacancy caused by the unseating of Mr. Thomas Stonor (now Lord Camoys) on petition. At the general election in Jan. 1835, Mr. Maclean was returned to Parliament by the above constituency, in conjunction with Mr. Hughes, having defeated his Liberal opponent, Mr. Stonor. He was again returned at the two succeeding general elections, and retained his seat until the dissolution of Parliament in 1847, when he retired. Concerning his Parliamentary career, the author of "Random Recollections of the Lords and Commons" spoke of him as being "one of the most rising Tories in the House." He occasionally addressed the House on various questions of domestic policy, and on matters which particularly bore on our foreign relations. The affairs of Spain where to him a most fruitful theme, and he is stated to have been one of the ablest and most indefatigable advocates of Don Carlos in the English House of Commons. His speeches on the Spanish question, says the writer above referred to, generally displayed an intimate acquaintance with the subject in all its details. Since his retirement from Parliamentary life, the deceased gentleman had resided mostly abroad. Mr. Maclean, who was a deputy-lieutenant for the county of Durham, married in 1827 Harriet, daughter of General Frederick Maitland, a relative of the Earl of Lauderdale, and became a widower in 1850.

J. MACANDREW, ESQ.

The late John Macandrew, Esq., solicitor, of Edinburgh, who died at his residence in Randolph-crescent, in that city, on the 2nd inst., in the fifty-eighth year of his age, was the eldest son of the late John Macandrew, Esq., of Edinburgh, many years a solicitor before the Supreme Court of Scotland; his mother was Anne, daughter of James M'Lean, Esq., merchant, of Edinburgh, and he was born at Edinburgh in the year 1816. He was educated at the High School and University of Edinburgh, and was admitted a solicitor in 1840. Trained in the office of his father, Mr. Macandrew at an early age became a process-agent of rare tact and ability, and a conveyancer of no less repute. One who knew him well describes him as "candid and conscientious in all his dealings with clients, and as having earned an enviable reputation as a practitioner." In 1872 he was appointed president of the Society of Solicitors before the Supreme Court of Scotland, and during his year of office he took a thoughtful interest in all public measures calculated to simplify and cheapen litigation. In private life, says a writer in the *Scotsman*, "he was unostentatious, warm hearted, and sympathetic, and spared neither time nor means in assisting to promote social and moral reforms, and spreading the influence of Gospel truth." Mr. Macandrew married in 1855, Anne, daughter of the late Mr. John Macfie, merchant, of Edinburgh, by whom he has left a family of five children. The remains of the deceased gentleman were interred in Warriston Cemetery, near Edinburgh.

THE COURTS AND COURT PAPERS.

SITTINGS IN AND AFTER EASTER TERM.

Equity Courts.

Court of Appeal in Chancery.

(Before the Lord Chancellor.)

At Westminster.

Wednesday .	April 15	Appeal motions.

At Lincoln's-inn.

Thursday ...	April 16	Appeals
Friday	17	Ditto
Monday	20	Ditto
Tuesday	21	Ditto
Wednesday	22	Appeal motions, petitions, and appeals
Thursday	23	Appeals
Friday	24	Ditto
Monday	27	Ditto
Tuesday	28	Ditto
Wednesday	29	Appeal motions and appeals
Thursday	30	Appeals
Friday .....May	1	Ditto
Monday	4	Ditto
Tuesday	5	Ditto
Wednesday	6	Appeal motions, petitions, and appeals
Thursday	7	Appeals
Friday	8	Ditto

Note.—Such days as his Lordship shall be engaged in the House of Lords are excepted.

(Before the Lords Justices.)

At Westminster.

Wednesday .	April 15	Appeal motions

At Lincoln's-inn.

Thursday ...	April 16	Appeals
Friday	17	Bankrupt appeals and appeals
Saturday	18	Petitions in lunacy and appeal petitions
Monday	20	Appeals
Tuesday	21	Ditto
Wednesday	22	Appeal motions and appeals
Thursday	23	Appeals
Friday	24	Bankrupt appeals and appeals
Saturday	25	Petitions in lunacy and appeal petitions
Monday	27	Appeals
Tuesday	28	Appeals from the County Palatine of Lancaster, appeals from the Stannaries Court, and appeals
Wednesday	29	Appeal motions and appeals
Thursday	30	Appeals
Friday..... May	1	Bankrupt appeals and appeals
Saturday	2	Petitions in lunacy and appeal petitions

Monday ..... May	4	Appeals
Tuesday	5	Ditto
Wednesday	6	Appeal motions and appeals
Thursday	7	Appeals
Friday	8	Bankrupt appeals and appeals

Note.—The days (if any) on which the Lords Justices shall be sitting with the Lord Chancellor in the Full Court of Appeal, or in the Judicial Committee of the Privy Council are excepted.

Rolls Court.

At Westminster.

Wednesday . April	15	Motions

At Chancery-lane.

Thursday ... April	16	General paper
Friday	17	Ditto
Saturday	18	Petitions, short causes, adjourned summonses, and general paper
Monday	20	Further considerations and general paper
Tuesday	21	General paper
Wednesday	22	Ditto
Thursday	23	Motions and general paper
Friday	24	General paper
Saturday	25	Petitions, short causes, adjourned summonses, and general paper
Monday	27	Further considerations and general paper
Tuesday	28	General paper
Wednesday	29	Ditto
Thursday	30	Motions and general paper
Friday .....May	1	General paper
Saturday.....	2	Petitions, short causes, adjourned summonses, and general paper
Monday	4	Further considerations and general paper
Tuesday	5	General paper
Wednesday	6	Ditto
Thursday	7	Motions and general paper
Friday	8	General paper

At the Rolls, unopposed petitions must be presented, and copies left with the secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard, and the necessary papers left in court with the judge's officer the day before the cause comes into the paper.

V.C. Malins' Court.

At Westminster.

Wednesday . April	15	Motions

At Lincoln's-inn.

Thursday ... April	16	General paper
Friday	17	Petitions and general paper
Saturday	18	Short causes, adjourned summonses, and general paper
Monday	20	County Court appeals and general paper
Tuesday	21	General paper
Wednesday	22	Ditto
Thursday	23	Motions and general paper
Friday	24	Petitions and general paper
Saturday	25	Short causes, adjourned summonses, and general paper
Monday	27	General paper
Tuesday	28	Ditto
Wednesday	29	Ditto
Thursday	30	Motions and general paper
Friday .....May	1	Petitions and general paper
Saturday	2	Short causes, adjourned summonses, and general paper
Monday	4	County Court appeals and general paper
Tuesday	5	General paper
Wednesday	6	Ditto
Thursday	7	Motions and general paper
Friday	8	Petitions and general paper

V.C. Bacon's Court.

At Westminster.

Wednesday . April	15	Motions

At Lincoln's-inn.

Thursday	16	General paper
Friday.....	17	Ditto
Saturday	18	Petitions, short causes, and general paper
Monday	20	*In Bankruptcy*
Tuesday	21	General paper
Wednesday	22	Ditto
Thursday	23	Motions, adjourned summonses, and general paper
Friday.....	24	General paper
Saturday	25	Petitions, short causes, and general paper
Monday	27	*In Bankruptcy*
Tuesday	28	General paper
Wednesday	29	Ditto
Thursday	30	Motions, adjourned summonses, and general paper
Friday.....May	1	General paper
Saturday	2	Petitions, short causes, and general paper
Monday	4	*In Bankruptcy*
Tuesday	5	General paper
Wednesday	6	Ditto
Thursday	7	Motions, adjourned summonses, and general paper
Friday.....	8	General paper

V.C. Hall's Court.

At Westminster.

Wednesday . April	15	Motions

At Lincoln's-inn.

Thursday ... April	16	General paper
Friday.....	17	Petitions, adjourned summonses, and general paper
Saturday	18	Short causes, adjourned summonses, and general paper
Monday ..... April	20	Further considerations and general paper
Tuesday	21	General paper
Wednesday	22	Ditto
Thursday	23	Motions, adjourned summonses, and general paper
Friday	24	Petitions, adjourned summonses, and general paper
Saturday	25	Short causes, adjourned summonses, and general paper
Monday	27	Further considerations and general paper
Tuesday	28	General paper
Wednesday	29	Ditto
Thursday	30	Motions, adjourned summonses, and general paper
Friday..... May	1	Petitions, adjourned summonses, and general paper
Saturday	2	Short causes, adjourned summonses, and general paper
Monday	4	Further considerations and general paper
Tuesday	5	General paper
Wednesday	6	Ditto
Thursday	7	Motions, adjourned summonses, and general paper
Friday	8	Petitions, adjourned summonses, and general paper

N.B.—In Vice-Chancellor Hall's Court no cause, motion for decree or further consideration, can, except by order of the court, be marked to stand over, if it be within twelve of the last cause or matter in the printed paper of the day for hearing.

Any causes intended to be heard as short causes before either of the Vice-Chancellors must be so marked at least one clear day before the same can be put in the paper to be so heard, and the necessary papers left in court with the judge's officer the day before the cause comes into the paper.

Common Law Courts.

Court of Queen's Bench.

SITTINGS AT NISI PRIUS—IN TERM.

Middlesex.

Thursday ..... April 16 | Thursday ..... April 30
Thursday ..... 23 |

No London sittings this Term.

AFTER TERM.

Middlesex.	*London.*
Saturday ..... May 9	Wednesday ..... May 13

Court of Common Pleas.

SITTINGS AT NISI PRIUS—IN TERM.

Middlesex.

Thursday ..... April 16 | Thursday ..... April 30
Thursday ..... 23 |

No London sittings this Term.

AFTER TERM.

Middlesex.	*London.*
Saturday ..... May 9	Wednesday ..... May 13

Court of Exchequer.

SITTINGS AT NISI PRIUS—IN TERM.

Middlesex.

Thursday ..... April 16 | Thursday ..... April 30
Thursday ..... 23 |

No London sittings this Term.

AFTER TERM.

Middlesex.	*London.*
Saturday ..... May 9	Wednesday ..... May 13

THE GAZETTES.

Bankrupts.

Gazette, March 27.

To surrender at the Bankrupts' Court, Basinghall-street.

MACNEILL, J. M. late captain in the army, The Grove, Brompton. Pet. March 25. Reg. Spring-Rice. Sur. April 16. Sols. Andersons, 17, Ironmonger-lane

VYSE, HERBERT, warehouseman, Noble-st. Pet. March 23. Reg. Brougham. Sur. April 17. Sol. Ditton, Ironmonger-lane

To surrender in the Country.

CAMP, THOMAS, butcher, Modbury. Pet. March 25. Reg. Pearce. Sur. April 10

FOLEY, THOMAS JAMES, hotel keeper, Ramsgate. Pet. March 24. Reg. Callaway. Sur. April 8

FREELING, JAMES EDWARD. Pet. Feb. 10. Reg. Bencraft. Sur. April 10

CAMPBELL, MALCOLM, boot dealer, Sheffield. Pet. March 5. Reg. Rodgers. Sur. April 9

GORTON, ANNE; GORTON, JOHN HENRY; and GORTON, SAMUEL, bakers, Latchford. Pet. March 23. Reg. Nicholson. Sur. April 8

HALLIDAY, JOHN, stuff merchant, Bradford. Pet. March 24. Reg. Robinson. Sur. April 10

HANKS, JOSEPH, tailor, Hanley. Pet. March 23. Reg. Challinor. Sur. April 11

HUGHES, WILLIAM, farmer, Cefncoserfor Farm, Gwalchmai. Pet. March 21. Reg. Jones. Sur. April 10

LEWIS, RICHARD WILLMOTT, cabinet maker, Swansea. Pet. March 24. Reg. Jones. Sur. April 9

SETCHELL, WILLIAM, miller, Donington. Pet. March 24. Sur. April 11

WILLIAMS, JOHN NICHOLAS, mariner, Ramsgate. Pet. March 24. Reg. Callaway. Sur. April 8

WOOD, JOSEPH, upholsterer, Ramsgate. Pet. March 23. Reg. Callaway. Sur. April 8

Gazette, March 31.

To surrender at the Bankrupts' Court, Basinghall-street.

BRUTTON, WILLIAM COURTENAY, Queen-st, Mayfair. Pet. March 27. Reg. Murray. Sur. April 14

FRENCH, THOMAS, boot manufacturer, Medway-road, Roman-rd, Old Ford. Pet. March 26. Reg. Pepys. Sur. April 14

MACLEOD, JOHN, gentleman, Saint Alban's-pl, Charles-st, Saint James's. Pet. March 26. Reg. Spring-rice. Sur. April 23

To surrender in the Country.

BROOM, JOHN, butcher, Axminster. Pet. March 28. Reg. Daw. Sur. April 13

BROUGH, THOMAS LAWRENCE, solicitor, Stafford. Pet. March 27. Reg. Spilsbury. Sur. April 10

COOPER, ELLEN, widow, butcher, Walsall. Pet. March 28. Reg. Clarke. Sur. April 16

JONES, ELIZA, licensed victualler, Bristol. Pet. March 26. Reg. Harley. Sur. April 13

KILMISTER, EDWARD VAISEY, farmer, Lechlade. Pet. March 23. Reg. Townsend. Sur. April 13

TIPPETT, WELLINGTON PETER, beer retailer, Bristol. Pet. March 26. Reg. Harley. Sur. April 14

BANKRUPTCIES ANNULLED.

Gazette, March 27.

TAYLOR, SAMUEL, parquet floor manufacturer, High-street, Fulham. Jan. 16, 1874.

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, March 27.

ADAMS, WILLIAM SAMUEL, builder, Ore. Pet. March 16. April 4, at twelve, at the Havelock hotel, Hastings. Sol. Sheppard

ASHMORE, ISAAC, coal dealer, Emscote. Pet. March 21. April 10, at twelve, at office of Sol. Sanderson, Warwick

ATTWELL, WILLIAM, watchmaker, Brynmawr. Pet. March 24. April 14, at one, at office of Sols. Cox, Davies, and Browne, Brynmawr

BARNETT, JOHN, master mariner, Southampton. Pet. March 21. April 14, at three, at office of Sol. Killby, Southampton

BEBBINGTON, BAYLEY, builder, Weaverham. Pet. March 25. April 14, at eleven, at offices of Sols. Messrs. Cheshire, Northwich

BROWN, JOHN, bootmaker, Birkenhead. Pet. March 24. April 10, at two, at offices of Sol. Smith, Liverpool

BUSS, JOHN, draper, Horsham. Pet. March 23. April 8, at eleven, at Kimber and Lee's offices, 1 and 2, Great Winchester-st-bldgs, Broad-st, London. Sol. Elworthy, Brewer-st, Woolwich, London

CAPELL, HARRY, and CAPELL, JAMES JOHN, engineers, Wellingborough. Pet. March 21. April 9, at two, at the Hind hotel, Wellingborough

CARTER, WILLIAM GEORGE, out of business, Taunton. Pet. March 23. April 10, at eleven, at Underhill's hotel, Exeter. Sols. Trenchard and Blake, Taunton

CASSON, JOHN, grocer, Abergele. Pet. March 23. April 8, at two, at offices of Roose and Price, Liverpool. Sol. Withams, Rhyl

COOPER, THOMAS, ironmonger, Tunbridge Wells. April 11, at eleven, at the Guildhall-tavern, London. Sols. Stone and Simpson, Tunbridge Wells

CORRY, ROBERT, saddler, Cleckheaton. Pet. March 24. April 10, at two, at the George hotel, Cleckheaton. Sols. Carr, and Cadman, Cleckheaton

CRUMPTON, CHARLES, Birmingham. Pet. March 23. April 9, at two, at office of Sol. Burton, Birmingham

DAVIES, FANNY, victualler, Neyland. Pet. March 21. April 11, at five minutes past ten, at the Guildhall, Carmarthen. Sol. Parry, Pembroke-dock

DAWSON, ROBERT, tobacconist, St. Helen's. Pet. March 23. April 9, at three, at office of Sol. Ritson, Liverpool

DAX, EDWARD THOMAS, clerk in Her Majesty's Court of Exchequer of Pleas, Charlwood-st, Pimlico. Pet. March 23. April 9, at three, at the Guildhall coffee-house, Gresham-st. Sol. Sweeting, Southampton-st, Holborn

DIGBY, ERNEST, attorney, Harlesden-villas, Harlesden-green. Pet. March 12. April 4, at twelve, at office of Sol. Cattlin, Guildhall-yd

DODD, JOHN, beer retailer, Manchester. Pet. March 24. April 15, at three, at the Falstaff hotel, Manchester. Sol. Whitlow, Manchester

DUNSCOMB, WILLIAM, livery stable keeper, White Bear-yd, Lisle-st, Leicester-sq. Pet. March 17. April 6, at three, at offices of Sol. Lind, Beaufort-bldgs, Strand

FARNHAM, CALEB BROWN, corn dealer, Roman-rd, Old Ford. Pet. March 26. April 11, at twelve, at the Guildhall tavern, Gresham-st. Sol. Long, Lansdown-ter, Grove-rd, Victoria-park

FERETH, SAMUEL, grocer, West Smethwick. Pet. March 24. April 10, at eleven, at office of Sol. Shakespeare, Oldbury

GATWARD, WILLIAM, bootmaker, Wheathampstead. Pet. March 21. April 7, at ten, at offices of Messrs. Lewis, 133, Chancery-la, London. Sol. Pudmore, Victoria-st, Barnsbury-rd, Islington, London

GILL, JOSHUA WILLIAM, grocer, Sandown. Pet. March 20. April 7, at eleven, at offices of Sol. Joyce, Newport

GOLD, MOSES, grocer, Middlesex-st, Aldgate. Pet. March 21. April 8, at half-past ten, at office of Sol. Dobson, Southampton-bldgs

HALFORD, JOHN, corn merchant, Wisbeach. Pet. March 23. April 13, at eleven, at office of Sols. Ollard, Welchman, and Carrick, Wisbeach

HARGREAVES, JOHN, and HARGREAVES, JOSEPH, watch manufacturers, Liverpool. Pet. March 23. April 16, at three, at offices of Sol. Quinn, Liverpool

HARRISON, GEORGE, carver, Newcastle-under-Lyme. Pet. March 20. April 7, at twelve, at office of Sol. Litchfield, Newcastle-under-Lyme

HEWITT, WILLIAM NOAH, farrier, Ramsgate. Pet. March 24. April 9, at three, at the Bull and George hotel, Ramsgate. Sol. Edwards, Ramsgate

HICKS, HENRY, grocer, Gerrans. Pet. March 25. April 10, at half-past two, at office of Sol. Jenkins, Falmouth

HINE, JOHN, publican, Ludlow. Pet. March 23. April 9, at half-past three, at office of Sol. Marston, Ludlow

HOWE, THOMAS BURDETT, Chiltern-row, Bromley, St. Leonard. Pet. March 20. April 8, at eleven, at office of Sol. Wingate, 25, Great James-st, Bedford-row

IBBERSON, THOMAS, innkeeper, Rowley. Pet. March 24. April 10, at half-past two, at office of Sols. Messrs. Sykes, Huddersfield

JACKSON, JAMES, victualler, King's Head hotel, Epsom. Pet. March 21. April 15, at eleven, at the King's Head hotel, Epsom. Sols. Crawley and Crawford, Moorgate-st

JERVIS, CHARLES, grocer, Stone. Pet. March 19. April 4, at quarter-past ten, at office of Sol. Sherratt, Kidsgrove

JONES, JOHN, farmer, Tymunich. Pet. March 23. April 9, at eleven, at the King's Head hotel, Usk. Sol. Shepard, Tredegar

JONES, JOHN PRICE, draper, Liverpool. Pet. March 24. April 9, at three, at offices of Roose and Price, accountants, Liverpool. Sols. Masters and Fletcher, Liverpool

JONES, RICHARD HENRY, miller, Nant. Pet. March 19. April 8, at eleven, at office of Sols. Acton and Bury, Wrexham

LANE, GEORGE HENRY, tailor, Salisbury. Pet. March 24. April 9, at eleven, at office of Sol. Hill, Salisbury

LARQUET, ANTOINE, wine merchant, Arthur-st, Oxford-st. Pet. March 25. April 9, at three, at office of Sol. Parker, Pavement, Finsbury

LEVENE, SOLOMON, wholesale clothier, Carter-st, Houndsditch. Pet. March 17. April 6, at two, at office of Sol. Barnett, New Broad-st

LYONS, SARAH PAULINE, tobacconist, Panton-st, Leicester-sq. Pet. March 21. April 9, at ten, at offices of Sol. Haynes, Manchester-st, Manchester-sq

MALCOLM, WILLIAM, draper, Huddersfield. Pet. March 21. April 8, at three, at the County Court, Huddersfield. Sol. Bottomley

MANGER, DOROTHY, coach builder, Liverpool. Pet. March 25. April 10, at two, at offices of Sol. Harris, Liverpool

MARSHALL, THOMAS, brewer, Newport. Pet March 23. April 13, at one, at office of Sols. Messrs. Lloyd, Newport

MATHIESON, ALFRED JOHN, victualler, Gray's-inn-rd. Pet. March 25. April 10, at two, at office of Sol. Layton, Suffolk-la, Cannon-street

MERRY, WILLIAM LUCAS, merchant, Cannon-st, and Surbiton. Pet. March 23. April 13, at three, at office of Turquand, Youngs, and Co., accountants, Tokenhouse-yd. Sols. Bothamleys and Freeman, Queen-st

MORLEY, JOHN, butter merchant, Manchester. Pet. March 26. April 10, at three, at office of Sols. Sutton and Elliott, Manchester

OSBORNE, JAMES GODOLPHIN, accountant, Budge-row, Cannon-st. Pet. March 21. April 8, at eleven, at office of Sols. Sharp and Turner, Lombard-st

OSBORNE, THOMAS HENRY and DAVIS, HENRY JOHN, grocers, Bristol. Pet. March 23. April 7, at two, at office of Collins, accountant, Bristol. Sol. Beckingham, Bristol

OWEN, RICHARD, gentleman, Brynhyfryd. Pet. March 25. April 14, at one, at offices of Sols. Roberts and Thomas, Carnarvon

PEARMAIN, THOMAS, linen draper, Redcar. Pet. March 23. April 14, at two, at offices of Ladbury, Collison, and Viney, accountants, Cheapside. Sol. Wood, St. Paul's Church-yd

PEARSON, WILLIAM, butcher, Lymm. Pet. March 24. April 10, at eleven, at office of Sol. Bretherton, Warrington

PUMFREY, ALFRED JOHN, ironmonger, Halsted. Pet. March 24. April 13, at half-past ten, at office of Sols. Evans, Laing, and Eagles, John-st, Bedford-row

PENNYFATHER, CHARLES, grocer, Church-st, Woolwich. Pet. March 19. April 7, at eleven, at the Bridge House hotel, Borough High-st, London-bridge. Sol. Simpson, Borough High-st, London-bridge

RALPH, ALLEN KEMP, coachbuilder, Ipswich. Pet. March 23. April 17, at two, at office of Sol. Pollard, Ipswich

RAWNSLEY, JOSEPH, woolstapler, Bradford. Pet. March 24. April 11, at eleven, at office of Sols. Wood and Killick, Bradford

ROE, EDWARD, fy. potato dealer, Bristol. Pet. March 25. April 7, at eleven, at office of Sol. Essery, Bristol

ROWLANDS, ELLIS, ironmonger, Pwllheli, and Talsarn. Pet. March 24. April 11, at eleven, at the British hotel, Bangor. Sol. Owen, Pwllheli

SHAW, JOHN, bobbin manufacturer, Dewsbury. Pet. March 23. April 8, at two, at office of Sol. Fryer, Dewsbury

SIMONS, HENRY LEVI, draper, Kidsgrove. Pet. March 21. April 7, at eleven, at the Clarence hotel, Manchester. Sol. Sherratt, Kidsgrove

SIMPSON, GEORGE, public gardener, near Conway. Pet. March 20. April 11, at twelve, at office of Sol. Jones, Conway

STEPHEN, JOHN ALEXANDER LEWIS, gentleman, Hyde-park hotel. Pet. March 21. April 16, at twelve, at the Green Dragon hotel, 80, Bishopsgate-st-within. Sols. Bellamy, Sharp, and Edgelow, Bishopsgate-st-within

STEVENSON, JAMES, civil engineer, Clarence-rd, Bow. Pet. March 23. April 13, at twelve, at office of Sol. Moss, Gracechurch-st

STREET, WILLIAM, currier, Birmingham. Pet. March 24. April 7, at twelve, at office of Sol. Fallows, Birmingham

STUBBINGTON, LAMBERT, farmer, Selsey. Pet. March 24. April 8, at three, at the Dolphin hotel, Chichester. Sols. Greene and Malim, Chichester

UNSWORTH, PETER, jun., auctioneer, Warrington. Pet. March 24. April 10, at three, at office of Sol. Bretherton, Warrington

WALTERS, THOMAS STEPHENS, lime merchant, Neath. Pet. March 24. April 16, at eleven, at office of Sol. Leyson, Neath

WARD, SAMUEL, jeweller, Manchester. Pet. March 23. April 9, at three, at office of Sols. Sale, Shipman, Seddon, and Sale, Manchester

WATERFIELD, GEORGE, upholsterer, Peterborough. Pet. March 20. April 8, at eleven, at the Bull hotel, Peterborough. Sol. Smedley, Peterborough

WHITEHEAD, JOHN, commission agent, Bristol. Pet. March 23. April 15, at eleven, at office of W. Weeks, 6, Bristol-bridge, Bristol

WHITTINGTON, THOMAS, farmer, Wootton Wawen. Pet. March 20. April 8, at twelve, at the Red Horse hotel, Stratford-on-Avon. Sol. Hobbes, Stratford-on-Avon

WILSON, JOHN, stationer, Newcastle. Pet. March 23. April 8, at two, at offices of Sols. Messrs. Joel, Newcastle

WOOD, WILLIAM, broker, Bury. Pet. March 21. April 8, at three, at office of Sols. Messrs. Grundy and Co., Bury

WRIGHT, EDWIN, cabinet case manufacturer, Birmingham. Pet. March 6. April 4, at a quarter-past ten, at office of Sol. East, Birmingham

WRIGHT, HENRY RICHARD, surgeon, Knaresborough. Pet. March 20. April 6, at twelve, at office of Sols. Messrs. Kirby, Knaresborough

YARLEY, ROBERT, smack owner, Great Yarmouth. Pet. March 24. April 20, at eleven, at office of Sol. Wiltshire, Great Yarmouth

YEOMAN, JOSEPH, contractor, Park-rd, Dalson, and Bate's-bush, near Knightsford-bridge. Pet. March 24. April 9, at three, at the Guildhall tavern, Gresham-st. Sols. Ashurst, Morris, and Co., Old Jewry

Gazette, March. 20.

ADDELSEE, ALFRED, pianoforte tuner, Boston. Pet. March 28. April 13, at eleven, at office of Sol. York, Boston

ALCOCK, LUCY, farmer, Temple Ginting. Pet. March 25. April 16, at eleven, at office of Sol. Marshall, Cheltenham

ARDEN, WILLIAM, shopkeeper, Weaverham. Pet. March 28. April 14, at two, at offices of Sol. Cheshire, Northwich

BOND, ROBERT, cab proprietor, Stanley-mews, Paddington-green, Paddington. Pet. March 23. April 9, at one, at the Doughty Hall, Bedford-row. Sol. Dennis, Gray's-inn-square

BOTTOMLEY, SAMUEL, and BROADBENT, ALFRED, woollen manufacturers, Leeds. Pet. March 28. April 9, at three, at offices of Sols. Barr, Nelson, and Barr, Leeds

BOWES, SAMUEL, builder, Malva-rd, Wandsworth. Pet. March 27. April 16, at two, at offices of Sol. Longcroft, Lincoln's-inn-fields

BOWEN, THOMAS, grocer, Stockton-on-Tees. Pet. March 17. April 8, at half-past eleven (and not half-past two, as erroneously printed in Gazette of 24th inst.), at Mrs. Barker's Temperance hotel, Middleborough. Sol. Bainbridge, Middlesborough

BRADBERRY, THOMAS WILLIAM, grocer, St. Mark's-pl, Shacklewell; Stamford-st, Blackfriars; Leigh-st, Burton-cres; Esplanade, Ealing; Chichester-ter, Kilburn; and Forest-hill. Pet. March 27. April 21, at twelve, at the Guildhall coffee-house, Gresham-st. Sols. Treherne and Wolferstan, Ironmonger-la. Cheapside

BRADFORD, EDWARD, merchant, Manchester. Pet. March 26. April 13, at three, at the Clarence hotel, Manchester. Sol. Crowther, Manchester

BRADLEY, WILLIAM JAMES, grocer, Balsall Heath. Pet. March 26. April 14, at three, at office of Sol. Walford, Birmingham

BROMWICH, WILLIAM EDMOND, architect, Birmingham. Pet. March 26. April 10, at one, at office of Sol. Beaton, Birmingham

BODDY, GEORGE, joiner, Salford. Pet. March 27. April 10, at eleven, at office of Sol. Hankinson, Manchester

CLAPHAM, GEORGE, baker, Southampton. Pet. March 26. April 10, at twelve, at office of Sol. Robins, Southampton

CLAYTON, ENOCH, beer retailer, Hulme. Pet. March 26. April 16, at three, at office of Messrs. Horner, 1, Ridgfield, Manchester. Sol. Ambler, Manchester

CHUDLEY, SAMUEL, licensed victualler, South Audley-st, Grosvenor-sq. Pet. March 23. April 23, at two, at office of Sol. Cooper, Portman-st, Portman-sq

CORRI, HENRY, vocalist, Talbot-rd, Bayswater, and Glasgow. Pet. March 14. April 10, at two, at office of Sol. Lewis, Furnival's-inn

COOK, THOMAS, music seller, Leighton Buzzard. Pet. March 25. April 25, at half-past eleven, at 53, Cumming-st, Pentonville, Clerkenwell. Sol. Neve, Luton

DOBBING, FREDERIC CROUTEL, wholesale grocer, Savage-gdns, Tower-hill. Pet. March 26. April 13, at two, at the Guildhall coffee-house, Gresham-st. Sol. Layton, Suffolk-la, Cannon-st

DEWHURST, WILLIAM, greengrocer, Bradford. Pet, March 26. April 13, at three, at offices of Sol. Atkinson, Bradford

DUDDINGTON, THOMAS FRIDMORE, carpenter, Allcroft-rd, Haverstock-hill. Pet. March 23. April 8, at twelve, at offices of Sol. Tonge, Great Portland-st

DEAN, JOHN RICHARD, boot manufacturer, Strand, and Buckingham-st, Strand. Pet. March 21. April 8, at two, at the Guildhall-coffee-house, Gresham-st. Sol. Pullen, Gresham-bdgs, Guildhall

DUNCAN, CHARLES, oil merchant, Halifax. Pet. March 28. April 14, at three, at the White Lion hotel, Halifax. Sol. Booccock, Halifax

DUGGIN, EDWIN, grocer, Pontyminster, par. Risca. pet. March 28. April 17, at one, at offices of Sols. Messrs. Lloyd, Newport

EVANS, ISAAC, shoemaker, Llandilo. Pet. March 24. April 13, at twelve, at the Mackworth hotel, Swansea. Sol. Bishop, Llandilo

FARRAR, JOHN, grocer, Halifax. Pet. March 27. April 13, at four, at the Savile Arms inn, Elland. Sol. Storey, Halifax

FLYNN, THOMAS, egg merchant, Manchester. Pet. March 26. April 13, at three, at office of Sols. Addleshaw and Warburton, Manchester

FOX, ROBERT, commercial traveller, Deptford, and Lawrence-la. Pet. March 23. April 14, at three, at office of Sol. Lindus, Cheapside

GIBSON, PEMBROKE, coal agent, Liverpool. Pet. March 27. April 15, at two, at the Law Association Rooms, Cook-st, Liverpool. Sol. Copeman, Liverpool

GREEN, ALFRED, general broker, Trowbridge. Pet. March 27. April 14, at twelve, at office of Sol. Rodway, Trowbridge

GATTEY, Rev. JOSEPH, clerk in holy orders, Harpford. Pet. March 26. April 9, at two, at the Athenæum, 20, Bedford-circus Exeter. Sol. Gidley, Exeter

HAYWOOD, GEORGE, builder, Bedford. Pet. March 27. April 13, at twelve, at office of Sol. Conquest, Bedford

HARVEY, HENRY, wholesale tea dealer, Falmouth, Pet. March 28. April 14, at three, at office of Sol. Jenkins, Falmouth

HACKNEY, ARTHUR, auctioneer, Brighton. Pet. March 26. April 17, at three, at office of Sol. Champion, Brighton

HARCOM, JOSHUA, builder's foreman, Swansea. Pet. March 28. April 18, at ten, at offices of Sol. Leyson, Swansea

HARGRAVE, ROBERT DAFFRON, and HARGRAVE, GEORGE SEDGWICK, grocers, Birmingham. Pet. March 26. April 10, at eleven, at office of Sol. Cottrell, Birmingham

HASWELL, WILLIAM, tailor, Portsea. Pet. March 26. April 10, at three, at office of Sol. Reed, Portsea

HINE, GEORGE, farmer, Epping. Pet. March 20. April 13, at two, at the Guildhall coffee-house, Gresham-st. Sol. Shearman

HARVEY, WILLIAM DREW, schoolmaster, Richmond. Pet. March 27. April 13, at two, at 30, St. Martin's-la, Trafalgar-sq. Sol. Mackreth, Moorgate-st

HULFORD, JOSEPH, wine merchant, Sutton. Pet. March 24. April 10, at ten, at offices of Sols. Blachford and Riches, Great Swan-alley, Moorgate-st

HILL, WILLIAM, dealer in toys, Bristol. Pet. March 25. April 18, at three, at office of Mr. Weeks, 6, Bristol-bdgs, Bristol

HIGHLEY, ALFRED COOPER, accountant, Bradford. Pet. March 14. April 3, at ten, at offices of Sol. Rhodes, Bradford

HUGHES, HENRY, and HUGHES, JAMES, dyewood grinders, Manchester. Pet. March 26. April 15, at eleven, at office of Sol. Sampson, Manchester

INGHAM, ALFRED, woolstapler, Bury. Pet. March 27. April 13, at three, at office of Sols. Edwards and Bintliff, Manchester

JACKSON, THOMAS, grocer, East Markham. Pet. March 27. April 14, at twelve, at office of Sol. Bescoby, East Retford

KEWN, THOMAS, boat builder, Liverpool. Pet. March 26. April 13, at two, at office of Sols. Fowler and Carruthers, Liverpool

KEW, HENRY, grocer, Leicester. Pet. March 28. April 14, at twelve, at offices of Sols. Fowler. Smith, and Warwick, Leicester

KENT, HENRY, bootmaker, Hereford. Pet. March 27. April 13, at half-past eleven, at the Wellington hotel, Gloucester. Sol. Corner, Hereford

KNIGHT, ADAM CAIRNS, salesman, Manchester. Pet. March 26. April 15, at three, at office of Sol. Leigh, Manchester

KIERNAN, MARY, Manchester. Pet. March 29. April 15, at two, at offices of Sols. Messrs. Myers, Manchester

LILLY, WILLIAM BRISCOE, jewellers' setter, Aston Manor, near Birmingham. Pet. March 27. April 13, at eleven, at offices of Sol. Assinder, Birmingham

LOOSMORE, JOSEPH, builder, Swansea. Pet. March 24. April 9, at eleven, at office of Sol. Glascodine, Swansea

MALBY, WALTER, assistant to a photographer, Windsor. Pet. March 28. April 21, at two, at office of Mr. Beesley, accountant, King-st, Cheapside. Sol. Hicks, Annis-st, South Hackney

MAY, JOSEPH, hat dealer, Birmingham. Pet. March 27. April 15, at three, at office of Sol. Chirm, Birmingham

MARSOS, RICHARD ROUS, stock jobber, Holly Lodge, Cold Harbour-la, Camberwell. Pet. March 28. April 20, at one, at offices of Sol. Moss, Gracechurch-st

MILLS, HUGH, miller, Thorverton Mills. Pet. March 26. April 14, at eleven, at office of Harris and Co. public accountants, Exeter. Jeffery, Ottery St. Mary

MILLER, ROBERT FREDERICK, carriage builder, King-st West, Hammersmith. Pet. March 27. April 10, at eleven, at the Guildhall coffee-house, Gresham-st. Sol. Marshal, King-st West, Hammersmith

MORGAN, CHARLES, grocer, Ferdinand-st, Camden Town. Pet. March 16. April 8, at three, at offices of Sol. Lind, Beaufort bdgs, Strand

NEWPORT, EDMUND, stock broker, Crown-ct, Threadneedle-st, and Belvedere. Pet. March 27. April 13, at two, at offices of Sols. Blachford and Riches, Great Swan-alley, Moorgate-st

NUTT, JAMES, builder, Railway-arches, Goldhawk-rd, Shepherd's Bush. Pet. March 19. April 9, at three, at offices of Sol. Cooper, Charing-cross

NICE, HENRY EDWARD, cheesemonger, Stratford. Pet. March 24. April 8, at eleven, at offices of Sol. Hope, Serle-st, Lincoln's-inn-fields

PARSONS, EDWIN, grocer's assistant, Walworth-rd. Pet. March 26. April 20, at twelve, at offices of Sol. Moss, Gracechurch-st

PEARMAN, CHARLES, grocer, Balsall Heath. Pet. March 14. April 11, at twelve, at office of Sol. Cheston, Birmingham

PENN, CHARLES, carver and gilder, Tunbridge Wells. Pet. March 27. April 11, at one, at the Guildhall tavern. Sols. Stone and Simpson, Tunbridge Wells

PFEILSCHMIDT, CHARLES ADOLPH BENNO, commercial agent, Sheffield. Pet. March 27. April 11, at twelve, at office of Sol. Mellor, Sheffield

POPE, ISAAC, jun., auctioneer, Gloucester. Pet. March 28. April 18, at eleven, at office of Sol. Jackson, Stroud

PREECE, AMOS, draper, Cinderford. Pet. March 23. April 17, at office of Barnard, Thomas, Tribe, and Co. Bristol. Sol. Cooke, Gloucester

PURCHES, GEORGE, baker, Bell-green, Lower Sydenham. Pet. March 23. April 10, at three, at 110, Cannon-st

REEVES, THOMAS, haulier, Horfield. Pet. March 28. April 11, at eleven, at office of Sol. Essery, Bristol

ROBINSON, EDWARD, provision dealer, Chesterfield. Pet. March 27. April 13, at ten, at office of Sol. Cowdell, Chesterfield

RICHARDS, MIRANDA, eating-house keeper, Cardiff. Pet. March 28. April 17, at eleven, at office of Sol. Morgan, Cardiff

ROBERTS, WILLIAM NAILER, WOODHEAD, SIMEON, and ROBERTS, GEORGE, engineers, Leeds. Pet. March 27. April 13, at two, at office of Burrell and Pickard, accountants, Leeds. Sols. Simpson and Burrell

ROXBY, HENRY EDMUND, cloth manufacturer, Leeds. Pet. March 26. April 16, at two, at the Wharton's hotel, Leeds. Sol. Craven

ROGERS, ALFRED THOMAS, plumber, Sutton and Carshalton. Pet. March 25. April 16, at two, at office of Sol. Foster, Queen-street-pl, Cannon-st

STEPHEN, JOHN ALEXANDER LEWIS, gentleman, Hyde Park hotel. Pet. March 21. April 16, at three, at the Green Dragon hotel, Bishopsgate-st Within. Sols. Bellamy and Co., Bishopsgate

STEPHENS, JOSEPH, cloth manufacturer, Leeds. Pet. March 27. April 15, at two, at office of Sols. Simpson and Burrell, Leeds

SMITH, JOSEPH, wool dealer, Sowerby Bridge, Halifax. Pet. March 27. April 8, at eleven, at offices of Sol. Rhodes, Halifax

SHEPHERD, HERBERT, beerseller, Halifax. Pet. March 27. April 9, eleven, at office of Sol. Storey, Halifax

SERVICE, DAVID, joiner, Liverpool. Pet. March 27. April 17, at three, at offices of Sols. Barrell and Rodway, Liverpool

SOMMERVILLE, FRANCIS, joiner, Manchester. Pet. March 27. April 15, at two, at office of Sol. Simpson, Manchester

SOUTHAM, HENRY, wine merchant, Manchester. Pet. March 28. April 28, at three, at office of Sol. Leigh, Manchester

SILK, WILLIAM, bolt manufacturer, Wednesbury. Pet. March 26. April 13, at two, at office of Sol. Ebsworth, Wednesbury

SWAFFIELD, SAMUEL, mason, Walditch. Pet. March 27. April 22, at eleven, at office of Gundry, Bridport. Sols. Messrs. Look

SPURDLE, THOMAS, farmer, Chard. Pet. March 28. April 16, at three, at the George hotel, Ilminster. Sol. Paull, Ilminster

STONES, FREDERICK JOB, schoolmaster, St. Briavels. Pet. March 26. April 14, at eleven, at office of Williams, solicitor, Whitecross-st, Monmouth. Sols. Cathcart and Vaughan, Newport

STOBART, ISABELLA LOUISA, grocer, Gateshead. Pet. March 26. April 13, at twelve, at office of Sols. Keenlyside, Forster, and Winship, Newcastle-upon-Tyne

TALBOT, WILLIAM, leather seller, Hampstead-rd. Pet. March 26. April 21, at three, at offices of Sols. Lewis, Munns, and Longden, Old Jewry

THOMPSON, JOSEPH, carrier, Devonshire-rd, Forest-hill. Pet, March 21. April 10, at three, at offices of Sols. Scard and Son, Gracechurch-st

TERRY, CHARLES, grocer, Sutton. Pet. March 23. April 9, at eleven, at offices of Sols. Izard and Betts, Eastcheap. Sol. Lay, Poultry

TILLEY, THOMAS, of no occupation, Kingston-on-Thames. Pet. March 27. April 15, at three, at offices of Sol. Best, New Bridge-st, Ludgate-hill

TURNELL, JOHN FREDERICK, cabinet maker, Sheffield. Pet. March 27. April 15, at twelve, at offices of Sol. Auty, Sheffield

THOMAS, JOHN, farmer, Llanfihangel Esgeifiog. Pet. March 27. April 15, at twelve, at the British hotel, Bangor. Sol. Jones, Conway

TRICKEY, JOHN, bootmaker, Exeter. Pet. March 27. April 13. at eleven, at office of Yarde and Loader, solicitors, Raymond-bldgs, Gray's-inn, London. Sol, Huggins, Exeter

VARDY, JAMES, draper, Newcastle-upon-Tyne. Pet. March 26. April 18, at twelve, at office of Sol. Johnston, Newcastle-upon-Tyne

VEVERS, JOSEPH, cloth manufacturer, Leeds. Pet. March 25. April 9, at eleven, at offices of Sols. Hick and Jones, Leeds

WALTERS, JOHN, out of business, Bedminster. Pet. March 26. April 11, at one, at the London hotel, Exeter. Sol. Clifton

WATTS, GEORGE WILLIAM, wine merchant, Bridgend. Pet. March 28. April 16, at eleven, at office of Sol. Dix, Bristol

WILSON, THOMAS LAMB, string manufacturer, Carter-la, Ludgate-hill; Wallis-rd and White Post-la, Hackney Wick; and Laurel Lodge, Shacklewell-green, Kingsland. Pet. March 26. April 11, at one, at offices of Sols. Blake and Snow, College-hill, Cannon-st

WILKIN, ATKINSON, gentleman, High-st, Clapham. Pet. March 25. April 9, at three, at offices of Sol. Godfrey, South-sq, Gray's-inn

WIGHTMAN, JAMES, draper, Sheffield. Pet. March 21. April 13, at four, at offices of Sols. Binney and Sons, Sheffield

WHITE, JOHN JAMES, bookkeeper, Everton. Pet. March 25. April 13, at two, at offices of Sol. Bellringer, Liverpool

WILDE, SAMUEL ROBSON, Liverpool. Pet. March 27. April 1 at twelve, at offices of Sols. Fowler and Carruthers, Liverpool

WHEATCROFT, JAMES, draper, Wolverhampton. Pet. March 28. April 13, at twelve, at offices of Sol. Stirk, Wolverhampton

WOOLLETT, HENRY, ironmonger, Brighton. Pet. March 28. April 15, at twelve, at the Warehousemen's Association, Gutter-la. Sol. Nye, Brighton

Orders of Discharge.

Gazette, March 24.

BLACKBURN, THOMAS; SCHOFIELD, RICHARD HOLLAND; and SCHOFIELD, MATILDA, cotton brokers, Liverpool.

Gazette, March 27.

CHAPMAN, EDWARD, merchant, Finsbury-circus; also Adelaide and Sydney.

HEMMING, GEORGE PUTLAND, papier mache manufacturer, New Ormond-street.

Dividends.

BANKRUPTS' ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Clarke, F. J., timber merchant, first 5½d. Paget, Basinghall-st—*Urwin*, W, ironfounder, first 4 2-13d. Paget, Basinghall-st.

Broadhead, W. H. joiner, first 2s. 6d. At offices of Lees and Graham, accountants, 6, St. George's-chambers, Albert-sq, Manchester. Trustee, J. J. Graham—*Clist*, H, ship chandler, second and final 10s. At Trustees, H. Bolland, 10, South John-st, Liverpool—*Greenwood*, W. cotton doubler, &c, first and final 4d. At Trustee, J. D. Taylor, Town-hall-bdgs, Halifax—*Gribble*, F. J. builder, second 1s. At Trustee, R. E. James, 62, Moorgate-st.—*Harrison*, R. W, auctioneer, first 2s. 8d. At solicitors, Patteson and Cobbold, 1, St. Bride-st, Ludgate Circus.

Julian, R. farmer, third and final, 2s. 4½d. At Trust. T. Chirgwin, 26, River-st, Truro.—*Maunder*. E. wood dealer, third and final, 10½d. At Trust. R. M. Ricoard, Churchyard, South Molton.—*Maurice*, M. clerk in holy orders, 3s. At Trust. T. Chirgwin, 26, River-st, Truro.—*Thompson*, M. P. accountant, 2s., at offices of Hudson and Pybus, accountants, Mechanics'-institute, Stockton. Trusts. G. Hudson and W. Tyerman.—*Wade*, G. rag dealer, first, 1s. 8d. At Trust. J. D. Good. Market-pl, Dewsbury.—*Wright*, W. builder, final, 9½d. At Trust. W. B. Whall, 39, King-st, King's Lynn

INSOLVENTS' ESTATES.

Apply at the Provisional Assignee's Office, Portugal-street, Lincoln's-inn-fields, between the hours of eleven and two on Tuesdays only.

Jobbins, W. tailor, first, 2s. 2½d.—*Parnell*, M. L. ironmonger 3s. 6d.—*Williams*, T. clerk, eighth 8d.

BIRTHS, MARRIAGES, AND DEATHS

BIRTH.

GOULDSMITH.—On the 24th ult., at Clifton, the wife of S. Salter Gouldsmith, solicitor, of a son.

MARRIAGE.

GIBB—GOLDNEY.—On the 26th ult., at Christ Church, Lancaster-gate, William Henry Gibb, B.A., Cambridge (late of China), of the Inner Temple, Esq., barrister-at-law, to Anne, eldest daughter of the late Francis Bennett Goldney Esq., of 33, Leinster-gardens, Hyde-park.

DEATHS.

BODKIN.—On the 26th ult., at his residence, West-hill, Highgate, aged 62 years, Sir William Henry Bodkin, late Assistant-Judge.

METCALFE.—On the 26th inst., at Dover-street, Agnes Mary, aged 38 years, wife of William James Metcalfe, Esq., Q.C.

To Readers and Correspondents.

Anonymous communications are invariably rejected.

All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.

All communications intended for the EDITOR OF THE SOLICITORS' DEPARTMENT should be so addressed.

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NOTICE.

THE present Editor of the LAW TIMES is desired to state that the learned gentleman who was for many years the editor of this journal entirely ceased to control its management on accepting judicial office. He then retired from the editorship, and has since been and is in no way cognisant of the contributions which are made to these columns.

The Law and the Lawyers.

IN the Court of Common Pleas in Philadelphia a case has arisen involving the question of an attorney's power to bind his client by an agreement for the sale of land. It seems that the authority of an attorney-at-law in Pennsylvania is more extensive than in most countries, on the ground that he acts in some degree as the agent as well as the lawyer of the client. This enlargement of power is founded on custom; it extends beyond the obtaining of judgment in an ordinary suit, and enables the attorney to control an execution, so that he may not only give time to a defendant, but he may give binding directions to the sheriff. In *Wilson* v. *Young* (9 Barr, 101) it was held that an attorney-at-law may refer his client's cause to arbitrators, with an agreement that the award shall be final. Judge ROGERS remarks that it would be difficult to point out anything in the conduct of a suit to judgment which he may not do. The limitations imposed on him relate generally to compromises which substitute one thing for another, as real estate for money, or to transactions after judgment. But it is decided that an attorney may not bind his client by an agreement by which land is taken instead of money—much less can he bind his client by an agreement for the sale of land; it requires a special delegation of authority in writing to enable him to do this.

THIS journal having been served with legal process at the suit of Dr. KENEALY, in respect of an article which appeared in our columns on the 7th March last, we might well desire to avoid reference to him in connection with the late trial, but the proceedings of the Oxford Circuit mess cannot be passed by without comment. Before we were aware of Dr. KENEALY'S hostile intentions towards ourselves, we expressed the opinion that the Profession should leave the settlement of all questions raised to the decision of the benchers of Gray's-inn. We still think this was the proper course, and undoubtedly the action of the circuit mess would appear to depart from it. Those, however, who have condemned the resolution of the circuit Bar as premature and unfair, can hardly have put to themselves the question—was there any alternative? What the members of a circuit under such circumstances have to decide is, whether they wish to continue to dine and to associate in all the familiarity of social intercourse with a particular individual. The cause of objection to this individual may vary in its nature. If it is in any way doubtful or obscure there should be an investigation; if palpable and beyond controversy, an investigation is idle, and gentlemen constituting what is in effect a club can at once determine that they will no longer tolerate the company of an objectionable member and expel him. The large majority of the Oxford Circuit Mess viewed Dr. KENEALY'S case as in the latter category, and if we were to investigate the grounds of the conclusion we should find probably that they were mainly composed of what the learned gentleman himself calls "generals." We make these observations in order to explain what might not unnaturally be regarded as the tyranny of a Bar mess. Exclusion from that mess has nothing more than a moral effect upon the excluded member, and at least one very successful Queen's Counsel at present travels circuit with great profit to himself although he has for years ceased to be a member of the mess. Had Dr. KENEALY been a less prominent personage nothing would have been heard of his exclusion, which is a purely personal matter between himself and his professional brethren. It is very much to be regretted that the operation of rules to which every man submits who enters the Profession and joins a circuit should be publicly canvassed in individual cases. Rules will exist in every society, and whether a man is universally "cut" or excluded from social intercourse by resolution is really of small consequence.

WE recently adverted to the extreme difficulty of any new licensing legislation arising from the existing complexities, and the numerous amendments called for by contending parties. We observe that last week two deputations on the same day presented themselves at the Home Office, one from the Grocers' Association, the other from the Church of England Temperance Society. The first tendered a set of proposed alterations, arranged in eleven paragraphs, some with and some without arguments to defend them. The second deputation, amongst whom were Lord SHAFTESBURY and Mr. RUSSELL GURNEY, presented statistics of undeniable interest. Circulars had been sent round to the superintendents of police and parochial clergy throughout the country. 118 chief police constables and 746 clergymen were in favour of the Act; 115 clergymen had suggested amendments for Sunday closing, and so on. So far so good. It is useful to know the opinions of chief constables and clergymen; they are in a manner semi-official, and we should imagine that the Home Office, before attempting fresh legislation upon a large scale, will come forward with something of the sort in the shape of a "parliamentary paper." But we read on with dismay, as we find an attack upon the facilities given to grocers. "The society," it is said, "felt that these grocers' shops ought not to be turned into licensed houses for drinking spirituous liquors." This is incorrect in point of law, for the grocers' licence extends to a sale for drinking off the premises only: (See 23 Vict. c. 27, ss. 1, 3; 24 & 25 Vict. c. 21, s. 2; Licensing Act 1872, ss. 68, 74). The demands of the society, taken together with the demands of the publicans for increased restrictions upon grocers, seem to threaten an unnatural combination, whether intended at present or not we cannot say, between the publicans and the teetotallers against the grocers, and we imagine that the interest of the public, ever too little considered in licensing squabbles, lies with the grocers. It may be useful to recall a little bit of history in illustration of our meaning. Many years ago spirits might not be sold

by retail at all, except by publicans. The extreme inconvenience of this gave rise to a Bill enabling wholesale spirit dealers to sell spirits by retail. The publicans of that day put forward their strength, and the result was that the extension in favour of sale by retail was limited to liqueurs, by an Act called the Maraschino Act (11 & 12 Vict. c. 121, see s. 9), and it was not till thirteen years afterwards that spirit dealers were enabled to sell spirits by retail (see 24 & 25 Vict. c. 21, s. 2). As for the present claims of the grocers, we leave them to the "serious consideration" of Mr. CROSS, who is at present engaged in the pleasant task of seeking how he may "do that which will be right to all parties." But we do hope that on the point we have just alluded to he will content himself with studying the statistics of the teetotallers, and will leave their inferences from them alone.

A CURIOUS case has been decided in the United States, as to the amount of prejudice which will disqualify a jurror on a criminal trial. This is a matter which is daily becoming more important, as public opinion is subjected to a greater variety of influences arising from the increase of periodical literature and freedom of communication. In the extremely interesting judgment in the case to which we refer, delivered by Chief Justice AGNEW, the opinions of the American jurists are reviewed. "At the present day," said the Chief Justice, "when newspapers, railroads and telegraphs have made intercommunication easy, and where reporters are alive to every occurrence, and the daily press eager to serve up the details of crime, the difficulty of obtaining jurors free from these wide spread influences, has made courts less ready to listen to this cause of challenge. In the contrariety of opinions prevailing, it is needless to look abroad for precedents, but rather to be guided by the reasons lying at the bottom of the right of challenge. The great purpose of this right is to secure a fair and impartial trial. Chief Justice MARSHALL said, in the trial of AARON BURR for treason, that 'the court has considered those who have deliberately formed and delivered an opinion on the guilt of the prisoner, as not being in a frame of mind to weigh the testimony, and therefore as being disqualified to sit as jurors in the case': (1 Burr's Trial, 367). Chief Justice TANEY laid down the following test, says Mr. WHARTON in his Crim. Law, §2981: 'If the juror has formed an opinion that the prisoners are guilty and entertains that opinion now, without waiting to hear the testimony, then he is incompetent. But if from reading newspapers or hearing reports, he has impressions on his mind unfavourable to the prisoners, but has no opinion or prejudice which will prevent him from doing impartial justice when he hears the testimony then he is competent.'" Having examined these authorities the Chief Justice proceeds to consider what amount of preconceived opinion will render a juror incompetent. "Wherever," he says, "the opinion of the juror has been formed upon the evidence given in the trial at a former time, or has been so deliberately entertained that it has become a fixed belief of the prisoner's guilt, it would be wrong to receive him. In such a case the bias must be too strong to be easily shaken off, and the prisoner ought not to be subjected to the chance of conviction it necessarily begets." This offers a field of challenge of great importance, and upon this ground the American court held that a challenge should have been allowed. It probably never occurred to the TICHBORNE defendant to inquire whether any of the jurors on his trial were unconquerably or seriously prejudiced by the evidence which had been given on the previous trial; but it is clear that the question may very easily arise in this country.

THE case of *Caballero* v. *Hentz*, which came up on appeal on the 11th March, from the MASTER of the ROLLS, before the LORDS JUSTICES, seems to establish a new principle in relation to the rights of that well protected person, the *bonâ fide* purchaser without notice. A brewer sent his agent to bid for property, described as in the possession of certain tenants, and producing £30 a year. At the sale, however, it appears that these tenants were under-tenants of a lessee of the vendor, who held the whole property for a lease, of which nine years were unexpired, at a rent of £20. The lease was read at the sale, but it was not referred to in the abstract sent to the purchaser. A bill was filed for specific performance, but it was held by the MASTER of the ROLLS, and his decision was affirmed, that the purchaser was not bound by the unauthorised act of his agent, and that he had not received constructive notice of the lease. The two cases most relied on by the plaintiff's counsel were those of *Daniels* v. *Davidson* (16 Vesey, 249) and *James* v. *Litchfield* (L. Rep. 9 Eq. 51; 21 L. T. Rep. N. S. 526); the former of which may be looked upon as much shaken in authority, and the latter overruled. The point decided in *Daniels* v. *Davidson* was, that the possession of a tenant is notice to a purchaser of the tenant's interest, created by an agreement to purchase from his landlord; and it was intimated in the judgment of Lord ELDON that generally notice of occupation was notice of the terms of occupation. And the case of *James* v. *Litchfield* lays down that rule to its full extent. It is true that in the present case complications existed which were absent from the earlier ones. The question of principal and agent was involved, and the statement in the particulars of sale that the property brought in a certain annual rental, whereas it produced, in fact, considerably less, had great influence upon the decision. But there are statements in the judgment of Lord Justice JAMES which go much further; so that, whereas under the older decision the usual rule was that notice of possession was notice of the terms under which the possession was held, the law may now be taken as settled, if the decision of the LORDS JUSTICES is maintained, that a purchaser may safely assume the tenancy of an occupant to be from year to year or at will, unless he is distinctly informed of the contrary. After stating his indisposition to follow the dicta in *James* v. *Litchfield* (*ubi sup.*), the LORD JUSTICE said: "If there is anything in the nature of the tenancies which affects the property sold, it is the vendor's duty to inform the purchaser of it, and he is not afterwards entitled to say, 'Oh, yes, but you ought to have gone and inquired.'" This decision seems to place the law upon a satisfactory basis, and while justly relaxing the stringency of the rule of *caveat emptor*, to discourage the fraudulent concealment of facts material to the property on the part of vendors.

OUR JURY SYSTEM.

THE amendment of the law relating to juries is a subject which undoubtedly ought to receive the immediate attention of the Government, the more so because the Judicature Commissioners have reported against the establishment of tribunals of commerce. There are only a few cardinal principles which have to be observed in framing the necessary measure, but we do not consider that a private member should be allowed the conduct of a Bill having so important an object as the remodelling of our jury system. These principles may be briefly stated. Liability to service should be carefully distributed, so that every person not exempted by statute should do duty in turn. There should be no distinction between special and common juries, jurymen all being educated up to a certain standard, and paid equally for their services. The verdict of a majority should be binding on the parties, and the illness or death of one or more of any jurymen should not affect the issue so long as the statutory majority remained.

These are, in our view, the leading principles which must ultimately be adopted; but we must observe that there is considerable difference of opinion upon the question whether anything short of an unanimous verdict of twelve men should be accepted. Different views may be taken with respect to civil and criminal trials. In civil cases we think it is beyond dispute that the verdict of a majority should be effectual; in criminal cases we are open to conviction that unanimity should still be insisted on. In the *Orton* trial the Lord Chief Justice told the jury that the great object of trial by jury was to obtain unanimity, and that each juryman was bound to use his utmost efforts, by argument and discussion with his fellows, to arrive at what was considered by all to be a right conclusion, treating his own opinions with diffidence and humility. Sir Alexander Cockburn was presiding at a great criminal trial, and his observations on the duties of jurymen were necessary and pertinent to the subject matter to be disposed of; but they do not apply with equal force to the trial of civil causes in which seven out of twelve men would in the great majority of cases almost certainly be in the right. Indeed our experience is that where juries disagree one or two jurymen are palpably obstinate, and having watched deliberations in the box we have seen more than once a single man besieged by his fellows, and at length induced to give way, although to all appearances unconvinced. It clearly ought not to be possible that in a civil cause a single obstinate or prejudiced juryman should be able to render perhaps a very expensive trial wholly abortive.

We are happy to see that Mr. Joseph Brown, Q.C., one of our most epergetic and enlightened law reformers, has considered the question of amending our jury system from the standpoint of the Orton imposture. He takes objection to the number twelve. "If the jury are really to form any opinion of their own," he says, "and not to throw all the business of deliberation on the Judge, twelve are too many to do it properly." How is it possible, he asks, for twelve men sitting in two rows in a couple of pews, and quite new to their work, to consult each other fully or freely as to the details of any long cause? . . . If they differ, and the evidence has to be reviewed by them to bring them to one mind, is this likely to be done better by five or twelve? And Mr. Brown boldly advocates the reduction of the number of jurymen to five. He, indeed, goes yet further, and evidently considers that in many cases trial by jury might be advantageously dispensed with. "It seems," he remarks, "as if the people of this country had been persuaded by the eloquent declamations of such men as Erskine and Brougham, who lived in times when the liberty of the press and of the subject found its best safeguard in a jury, that, therefore, we cannot have too much of it, and that because trial by jury is an excellent privilege when a man is indicted for a political offence, it is equally good when he has to try the validity of a patent or the title to an estate. But it is as great a piece of quackery to say that trial by jury is good for all causes, as to say that Morrison's pills cure all diseases. A knife is the best thing to cut bread, but would be very awkward to shave with. Would

anyone ask a carpenter to repair his carriage when he could get a coachmaker to do it? Why, then, should we employ laymen to try a long and difficult cause, when we have got an expert Judge at hand, trained and paid for the work, who would do it much better, and in half the time." There is doubtless a great deal of good sense in this, but the view which the public take, and the view which practical lawyers take, is widely different. For example, the *Saturday Review* of last Saturday says that "jurymen are quite as much an essential part of the judicial establishment as the Judges themselves," and that "it is unnecessary to quote Blackstone in support of the proposition that the participation of the public in the administration of justice is of the utmost importance. Chief Justice Cockburn lately expressed the conclusion on which all authorities are agreed when he said that a jury assisted by a Judge is a far better tribunal for the elucidation of the truth than a Judge unassisted by a jury."

Mr. Brown, taking a shrewd lawyer's view of the Orton swindle, says that had it been left to Lord Chief Justice Bovill, or to the three Judges of the Queen's Bench to decide the matter, it would have been greatly shortened. To quote Mr. Brown's vigorous language, "In truth the case presented to every experienced lawyer such staring and unmistakeable marks of fraud and imposture from the very first, that if the civil case had been tried by the late Chief Justice Bovill instead of a jury, there is no doubt that that very acute and penetrating Judge, who had himself been counsel in the Smythe imposture, would have dismissed the case after the cross-examination of the ignorant impostor, who neither knew the native tongue of Roger Tichborne, nor the name of his mother, nor the situation of his estate, nor the books he read at school, nor the name of his favourite game, nor the face of his sweetheart. So it is pretty plain to those who watched the criminal trial, that if the Judges of the Queen's Bench had had to decide it, the evidence would have been greatly shortened by an intimation that a great deal of it did not weigh a feather, and no reply or summing up would have been called for."

We think that in advancing these arguments Mr. Brown has altogether forgotten that there are others besides lawyers to be satisfied, and that a finding which recommends itself to the logical intellect of a trained advocate may utterly fail in obtaining acceptation at the hands of the multitude. Some of the "fools and fanatics" referred to by the Lord Chief Justice are even now in the face of the verdict deliberating over some insane memorial to Government for the purpose of obtaining an inquiry into the conduct of the Judges at the late trial. How much wider would the clamour have been had no jury intervened between the Bench and the public!

It is to be regretted that there should be differences of opinion upon a subject which must be dealt with, but we are sanguine that a happy middle course may be taken. We do not consider that juries can be dispensed with or that less than seven jurymen should be allowed to give a verdict in any case whilst a larger number should be required to be unanimous in a criminal case. Mr. Brown says "one does not see why eight Englishmen should not be enough to convict a villain as well as eight Scotchmen." Convicting villains, however, is not the only function of juries in criminal cases: innocent people are occasionally arraigned, and the question is how best to secure the safe administration of justice. This is a subject for the careful deliberation of Parliament on a measure introduced by the Government.

THE THIRD REPORT OF THE JUDICATURE COMMISSION.

THIS report is by no means the least interesting of the series, dealing as it does with the question which was more agitated a short time ago than it is now, whether tribunals of commerce should be established in this country. The preface to the report must satisfy everyone that the subject has received the most thorough investigation. Inquiries have been made of authorities abroad and at home, with a view to ascertain how commercial courts work in foreign countries, and what the feeling on the subject is among commercial men in this country. While the Commissioners were prosecuting these inquiries we took occasion to publish the views of a gentleman familiar with the tribunals in France, and he was in the main decidedly of opinion that their operation is by no means satisfactory, even to commercial men, whilst the constant conflict between courts in different localities in matters of law, earned the well-merited contempt of the legal profession. The Judicature Commissioners have considered the question in all its bearings, and they have found that in those countries where hitherto the commercial element has predominated in the court, there is now a desire to give controlling, or at least, guiding power to a legal member. In the best models which have been examined the president of the court has been a lawyer, and the lay members of the court have acted more as assessors than as Judges, although having the power of Judges equally with the president. The Commissioners evidently consider that this is so near an approach to the courts of this country as constituted when assessors assist the Judge, that they recommend that special courts for the trial of commercial causes should not be established. We will go into their reasons more fully in a moment, but, before doing so, we will look at the views of the dissentient members of the Commission.

The lawyers upon the Commission are almost unanimous—Lord PENZANCE alone is unable to sign the report. "I am not satisfied," he says, "that tribunals might not be established consisting of commercial men, with adequate legal assistance, capable of settling commercial disputes in a satisfactory manner at greater speed and at much less cost than at present." His Lordship then refers to the "well-known fact" that in the large majority of commercial disputes the parties avoid the courts of law and resort to private arbitration, as strong to show the need of some such tribunals. We cannot agree with this. What the commercial community has to complain of is the delay attending the settlement of their disputes by the courts of law. It is, indeed, marvellous that they should have been so long suffering, and it is also surprising that lawyers themselves have not made some great effort to recommend the ordinary process to the public by obtaining an increased judicial staff, or rearrangement of the legal year, so as to make justice speedy, whilst the administration of the law was made profitable to its practitioners. Had tribunals of commerce, in which anybody could have conducted causes and had audience, been recommended and established, the legal profession would have suffered justly for their default in not taking steps to improve the machinery of which they indeed are a part. The great step, however, has been taken by Lord SELBORNE. As we have more than once pointed out, the Judicature Act has done all that is to be done to render justice speedy, and to give assessors and courts of arbitration so that technical matters and matters of account may be dealt with and decided by the light of more practical knowledge than can be obtained from the chance circumstance of a juror having special information—a circumstance which is far from common, although by no means infrequent.

Sir SYDNEY WATERLOW has taken the suitor's view of the question from the old standpoint. He complains that "those who support the present system of trying mercantile disputes seems to regard them all as hostile litigation. . . . The present system too frequently works a denial of justice, or inflicts on the suitor a long-pending worrying law suit, the solicitors on either side pleading in their client's interest every technical point, and thus engendering a bitterness which destroys all future confidence, and puts an end to further mercantile dealings." We hardly know what Sir SYDNEY expects to arrive at by Commercial Courts, but most certainly those cases which by their nature excite hostile feelings would continue to do so wherever disposed of. A vast number of actions are brought during the year in this country for breach of contract; the causes of the breach are to be found perhaps in the state of the markets, and where the construction of the contract would be *bonâ fide* questioned in one case, it would be raised *malâ fide* for the purpose of evading liability in fifty cases. Parties who are injured by the failure of other parties to perform their contracts are by no means disposed to regard the latter as friends, and when solicitors plead, as Sir SYDNEY ingenuously puts it, "in their client's interest," every technical point, they undoubtedly do so acting under instructions. We are confident that no respectable firm would care to load a client with the costs of arguing technical questions, if it was not the desire of such client to take every advantage of his opponent which the law allows. Probably Sir SYDNEY WATERLOW has formed his opinion from some individual case coming within his knowledge, but if he had consulted a lawyer in large practice like Mr. HOLLAMS he would have been told what we have said—it is only in the small minority of cases that commercial disputes do not arise out of a desire on the one side or the other to escape a liability or obtain an advantage. And we remember that one of the great objections to French tribunals, which was advanced in these columns was, that the merchant Judges are generally men with large connections and business relations, and that, consequently, their personal friendships and business interests are regarded as influencing their decisions, thus showing that commercial causes generally admit of sides being taken as in a hostile encounter.

With every respect for the judgment of Mr. AYRTON we cannot help thinking that he has taken an entirely erroneous view of the general question. He says, "It appears to me that when a dispute arises in the course of a commercial dealing the compulsory settlement of it by a tribunal may be regarded as only a continuance or a conclusion of the transaction, and that it is unreasonable to insist that the parties interested shall *as a condition of having their dispute determined, be required at an enormous cost and inconvenience to themselves, to create a precedent for the benefit of society, and to add a rule of law to a commercial code.*" The passage which we have italicised shows how wrong a view may be taken of the ordinary litigation of our courts. Mr. AYRTON evidently thinks that every case which goes to trial raises some point which can be carried to a court sitting *in banco*, and that justice cannot be had in disputed questions of fact without payment of the penalty of settling a precedent. Of course it would be absurd in these columns to show at any length the utter absurdity of this idea. Very considerably more than two-thirds of the causes which come into court at *nisi prius* are settled by the verdict of

the jury, and are never heard of again. Many others are heard of *in banco* only on motions for new trials, or to enter the verdict, which do not go beyond the first stage; and it is the small minority which go to make the law by forming precedents which are recorded in the law reports. Again Mr. AYRTON seems to us wholly wrong in considering that legal assistance is simply a necessity of the courts as at present constituted—to protect suitors against each other, and against the abuse of power by the Judge. If he imagines that before a tribunal of commerce suitors would not need protection against each other and against the caprices of the Judges, we think he is greatly in error; and in all probability with the power of appeal which would exist, as many cases would find their way into the ordinary courts of law as now go in their usual course into *banc* and up to the higher courts of appeal.

It is a relief to turn from these conjectures to the practical treatment of the subject by the Commissioners who assent to the report. They consider that all the advantages which could be gained by the establishment of tribunals of commerce will be obtained by giving mercantile assessors to the courts, and go as far as to recommend that in all cases heard with assessors in which appeals are allowed power should be given to the judge of the court of appeal to call in the assistance of like assessors. This is the solution of the whole difficulty. We do not believe that in cases in which private arbitration is had recourse to the result can be so satisfactory as a decision of a properly constituted legal tribunal. Speedy procedure and commercial assessors being given, such tribunal must hold its own against all competition.

We have stated the pith of the report and the objections to its recommendations. It will be found *in extenso* in another column.

BANKRUPTCY JURISDICTION.

THE decisions in *Ellis* v. *Silber* (28 L. T. Rep. N. S. 156) and in *Ex parte Motion, Maule* v. *Davis*, (28 L. T. Rep. N. S. 906; on appeal, 22 W. R. 225) are calculated to determine somewhat the limits of the jurisdiction in bankruptcy under sects. 66 and 72 of the last Act in questions between the trustee and third parties. To understand what *Ellis* v. *Silber* establishes, it must be premised that with every bankruptcy there devolve upon the trustee (1) a certain number of assets in the hands of the bankrupt, (2) a certain number of claims on persons connected before the bankruptcy with the bankrupt in business, (3) a certain number of liabilities to the same class of persons. In what forum or forums a trustee is to pursue the claims numbered (2) is a point of some importance, and the two cases cited above bear particularly upon it.

The case of *Ellis* v. *Silber* (*ubi sup.*) was this. A claim was made by the trustee of a bankrupt's estate upon a former partner of the bankrupt for compensation for improperly dissolving the partnership. This claim the trustee attempted to prosecute by a bill in Chancery, and a demurrer to the jurisdiction was filed, a course always adopted wherever the Bankruptcy Act gives jurisdiction to the Bankruptcy Court: (*Stone* v. *Thomas*, L. Rep. 5 Ch. App. 219; 22 L. T. Rep. N. S. 359). On the criterion adopted in *Ex parte Anderson, re Anderson* (L. Rep. 5 Ch. App. 481; 22 L. T. Rep. N. S. 361), to determine whether the Bankruptcy Court had jurisdiction or not, viz., "Is or is not the question in the present case one which it is necessary to decide with a view to the distribution of the bankrupts' estate," it is quite clear, the matter in dispute in *Ellis* v. *Silber* was within the jurisdiction of the Bankruptcy Court. In *Anderson's* case the trustee desired to recover some pictures which had got into the hands of a third party, and if that had to do with the distribution of the assets of a bankrupt *pari ratione* had the trustee's claim in *Ellis* v. *Silber*. In *Ex parte Motion* the same criterion of jurisdiction as in *Ex parte Anderson* (*ubi sup.*) was taken by the Chief Judge who held that a claim which, if successful, would produce assets was a question which had to do with their distribution. Clearly on the tests adopted in *Ex parte Anderson* and *Ex parte Motion* the claim made in *Ellis* v. *Silber* was within the jurisdiction of the Court of Bankruptcy. The decision of Lord Selborne that *Ellis* v. *Silber* was a proper case for the courts of equity (which amounts to a denial of bankruptcy jurisdiction: *Stone* v. *Thomas*, *sup.*) is, therefore, of considerable importance, because it displaces at once the tests by which, since *Anderson's case*, bankruptcy jurisdiction has been measured. In his decision the Lord Chancellor drew a distinction between questions which arise because a bankruptcy has happened, *e.g.*, the payment of dividends, &c., and questions which arise from other sources than that event. Such a distinction the following extract from his judgment clearly defines: "There was no case cited and no clause quoted from any Act of Parliament to the effect that whenever the trustee of a deed or a trustee or assignee in bankruptcy has a demand against a third person which, but for the bankruptcy, would be proper to be prosecuted in a court of law or equity, the jurisdiction of the court of law or of the court of equity is, as against that third person, transferred to the Court of Bankruptcy. I apprehend that there is nothing whatever in the Acts relating to bankruptcy which in an ordinary case, not governed by the special clauses of the Act, has any such effect." The result of these words is clearly to except from Bankruptcy jurisdiction all claims and demands and questions which, if no bankruptcy had happened, would have been tried elsewhere. This seems to point to the test of bankruptcy jurisdiction as being this (creditors coming under special provisions), "Would the question have been tried with the debtor as plaintiff or defendant if the bankruptcy had not taken place?" This view of Lord Selborne's words is borne out by the remainder of his judgment.

"That which is to be done in bankruptcy is the administration in bankruptcy. The debtor and the creditors as the parties to the administration in bankruptcy are subject to that jurisdiction. The trustees or assignees, as the persons entrusted with the administration, are subject to that jurisdiction. The assets which come into their hands, and the mode of administering them, are subject to that jurisdiction, and there may be, and I believe are, some special classes of transactions which, under special clauses of the Acts of Parliament, may be specially dealt with as regards third parties. But the general proposition that whenever the assignees or trustees in bankruptcy, or the trustees under such deeds as these, have a demand at law or in equity as against a stranger to the bankruptcy, then that demand is to be prosecuted in a Court of Bankruptcy, appears to me to be a proposition entirely without the warrant of anything in the Acts of Parliament and wholly unsupported by any trace or vestige of authority."

Lord Selborne, it will be seen, takes as the subjects of bankruptcy control (*a*) the debtor, (*b*) the creditors, (*c*) the trustee, (*d*) the assets which come into the trustee's hands. He certainly excepts the second head of our classification of the bankrupt's effects—viz., a certain number of claims on persons connected in business with the bankrupt—from the bankruptcy jurisdiction. And this exception, which must have been made advisedly, is perfectly consonant with reason; for while creditors could, if unrestrained, absorb the assets and so defeat an administration in bankruptcy, it is very clear those on whom the trustee alone has claims can do nothing of the sort. The same rule of administration prevails with respect to estates in the hands of the Court of Chancery, against which the creditors prove, and against the debtors to which actions have to be brought.

So clearly does *Ellis* v. *Silber* displace the test laid down in *Anderson's* case as the test of jurisdiction, that Lord Selborne expressly shifts the ground on which *Ex parte Anderson* rested, and places it on the submission of the holder of what were claimed as assets to the bankruptcy, viz., on the ground that that person "had come in and made certain arrangements as to the pictures in dispute with creditors of the bankrupt, and therefore the matter was *primâ facie* brought by his own submission and his own acts under the administration in bankruptcy." *Ellis* v. *Silber* may therefore be considered (1) as setting aside the authority of *Ex parte Anderson*; (2) a demurrer to the jurisdiction being always entertained in a court of equity, where there is a concurrent jurisdiction in bankruptcy, as establishing that the trustee of a bankrupt estate, must, unless in some cases specially provided by the Act, pursue against debtors to the estate equitable and legal remedies. A similar claim was discussed in *Ex parte Motion, Maule* v. *Davis*. The object of the motion was to set aside a sale made by an assignee of a former bankruptcy under a decree in Chancery, and then to carry out the decree by another sale, on the allegation that the trustee of a second bankruptcy considered if the property were fairly sold a considerable sum would come to him and the creditors. The Chief Judge sitting in Bankruptcy granted the relief desired, but on appeal it was held that the Court of Bankruptcy had no power to entertain the cause, clearly one of the same nature as *Ellis* v. *Silber* and *Ex parte Anderson*, viz., a demand by the trustee against some third persons, which, if successful, must swell the assets. "Sect. 72," said Lord Selborne, the Lords Justices concurring, "gives the Court" (of Bankruptcy) "a very large authority to decide such questions as it may consider expedient and necessary to decide for the proper purposes of the administration in bankruptcy; but it does not, as we understand it, at all enable the Court of Bankruptcy to draw compulsorily within the sphere of its jurisdiction property or the owners of property not vested in the assignee, and not originally subject to the administration in bankruptcy." That the above case includes in its principle the simple one of a legal claim by the trustee on a person not a creditor as well as a complicated equitable claim on the same description of person, is very clear from the observations made during the argument. "If a bankrupt claimed to be the owner of an estate, you contend," asked Lord Justice James, "that the Court of Bankruptcy could not be the proper tribunal to try that question, but an action of ejectment must be brought or a bill filed?" Lord Selborne on this remarked, "Certainly I should hold that." After these two decisions it will be very difficult for the bankruptcy courts to absorb into themselves much of the jurisdiction they continually absorb by injunction. By a very strained construction of these cases bankruptcy courts may perhaps retain a concurrent jurisdiction in matters of the nature therein adjudicated upon; but in such a case, it ought clearly to be remembered, when injunctions are applied for, that one court cannot transfer a cause to itself from a court of concurrent jurisdiction.

AMERICAN CRITICISM ON THE ENGLISH BAR.

A new serial publication has just issued from the Baltimore press entitled "The Bench and Bar Review," and its first article is entitled "The Bar in England and France." Therein we find the following estimate of the present constitution of the English Bar, its capacity, and its work:—

We feel a great difficulty in speaking of the actual practitioners at the Bar of England. Never at any period within a century and a half was the Profession at so low an intellectual ebb as latterly. It is not that there is any deficiency of the day labourers, the plodding formalists of the Profession. These exists in greater numbers, and are probably as competent and well read in the lore of the blue books and practice cases as any of their predecessors. But superior intellects and brilliants talents are, in our day, altogether wanting. There is no Erskine, no Murray, no Law, no Romilly, no Brougham, no Copley, no Denman, no Follet; we have not even, in our time, a Best, a Garrow, or a Scarlett.

It will scarcely be credited by a lay reader—but the fact is not the less deplorably true—that with the exception of half a dozen men, we can scarcely name a barrister who can now address a jury, in an important cause, with average ability.—Sir Alexander Cockburn was among the best specimens, and among these there is only one who can be called eloquent, and Sir Alexander Cockburn's is the eloquence more of the rhetorician than of the man of fervid and impassioned feeling.

The present Attorney-General understands the practice of the courts well, is an excellent case lawyer, and is generally well-read in his profession. He is a man of subtle and acute intellect, not wanting in courage or self-possession, and not deficient in fluency, but, albeit most respectable as a lawyer, as an advocate he cannot be compared with the great lawyers.

A man of much more intellectual ability, was Mr. Mathew Hill. In any considerable cause, notwithstanding certain defects of manner, Mr. Hill was a really able and effective advocate. Occasionally, his efforts in this respect have been very masterly and vigorous, indicating a well-stored mind. and a greater degree of reading, research, and comprehensiveness than usually fall to the lot of practising barristers in our day. It may be said that Mr. Hill's efforts smelt of the lamp, that they were marked by the *limæ labor*. Granted that it is so, what does this prove but that no high degree of excellence can be obtained without labour? Men do not become painters, sculptors, or actors, without study, reflection, and perpetual labour. How can they hope, then, to to become advocates *d'emblée*, or at a bound.

Sir Fitzroy Kelly, from the elevation of Sir Thomas Wilde until the beginning of 1849, had the pick of the best legal business, and always performed his work with consummate acumen, subtlety, and address. The style of speaking of Sir Fitzroy Kelly was eminently legal. His sentences short, clear, and symmetrical; he arranged his facts lucidly, he grasped his details with considerable artistic skill and effect. He was ever chaste, natural, and uninvolved; and without being an *ad captandum* speaker, or descending to colloquial phrases, could make himself thoroughly understood by a jury. He possessed great judgment and tact, an excellent pleader, a good mercantile lawyer, and generally well-read in the common law of the land, yet, though a clear and dexterous arguer of cases, was not a man of eloquence. To scholarship, Mr. Kelly made no pretensions whatever, though he possessed some knowledge of modern languages, and was tolerably read in English literature. Of a docile nature, and of flexible mind, he was, however, one of those men who can get up any subject on or for a particular occasion, so as to please and satisfy an attorney, if not to carry the court or lead captive the jury.

Sir Alexander Cockburn is certainly a more accomplished and elegant scholar, and much more a man of the world than any one of the gentlemen we have mentioned. Not a very profound lawyer, he is yet so well skilled in the principles of the science, and has so scholarly a knowledge of the civil law, that he can readily grasp any principle of jurisprudence. His intellect is so clear, his power of generalization so rapid and so sure, his felicity of expression so great, that he readily makes himself master of details. In dealing with the passions of men, Sir Alexander Cockburn possessed greater powers than any of his colleagues. To say, however, that he had been a great advocate, unless as great among smaller men, would be incorrect. When not very many years at the Bar he obtained considerable practice, and one of the largest practices before Committees of the House of Commons. In this branch of the law three times larger incomes have been made, than ever have been acquired in the regular pursuit of the Profession. In 1844, 1845, and 1846, Mr. Charles Austin is said to have made on an average more than £40,000 a year. The Hon. John Talbot is known to have made more than £12,000 a year; and juniors who have never attained £200 a year at Westminster Hall, have made their £3000 and £4000 a year, during those three years before committees. This is an exceptional state of things, it is true, owing altogether to the railway mania, but Mr. Austin, from 1832, had steadily risen into the first rank in this parliamentary practice, and therefore it is necessary to say something of such a man.

Unquestionably, Mr. Austin possessed great powers of exposition, and of lucid explanation—he has at command a copious flow of words and of ideas—he is ardent and cool at one and the same time—he possessed the reflective and the perceptive faculties in exceedingly well-balanced proportion, and he is a man, moreover, very well read in ancient and modern literature. But like most suddenly successful men—like men who from small beginnings have grown immensely and speedily wealthy, he was inordinately conceited—indeed, preposterously conceited for a man so generally capable and well-informed.

Of genius or imagination Mr. Austin possessed not a particle, and though a clear, and occasionally an ardent and impassioned speaker, he could not be called eloquent. But the besetting and eminent vice of Mr. Austin was an insatiable love of money. While Sir Alexander Cockburn, by no means a rich man, renounced a most lucrative parliamentary practice to enter the House of Commons, Mr. Austin was known as an immensely rich man, who stuck by his parliamentary practice, and preferred to count his gains, rather than to do the state some service as a senator or a politician.

Of the barristers who are considerable juniors, as it is called—*i.e.*, men who take the burden of cases upon their shoulders, we have not spoken. Many of the most successful of this dull tribe is composed of men who have been bred up as attorneys, attorneys' clerks (not articled clerks), or who have commenced life as errand-boys in an attorney's firm, or as sweepers of offices or chambers, or servers of summonses. Nineteen out of twenty of the men doing second or third-rate business at the Bar, and making from £500 to £1500 a year, are persons who have either been attorneys a few years ago, or the sons, brothers, or cousins of attorneys—or who have married the sisters, daughters, or the female relatives of successful attorneys. A gentleman of scholarlike education, of liberal attainments, of guileless and unsuspecting nature, just escaped from the university, has no chance with such men as these. There is no fair start for the man of this sort, who desires to know his profession as a science. The smart tradesman who knows it mechanically as a craft, beats him hollow. On a considerable circuit in England, there is a gentleman of twelve years' standing at the Bar, making his £1200 or £1500 a year, who, thirteen or fourteen years ago, travelled the very circuit, which he now follows as a barrister, as a clerk to a great attorney agency house of Lincoln's-inn. In this guise he became acquainted with every attorney and every attorney's clerk through the whole circuit. When called to the Bar such acquaintances and friends were used in a double sense. Then what a knowledge of practice and routine must any man have gained who learned his profession in this manner? It is curious that, while regularly admitted and sworn attorneys must be off the roll for a certain time, before they are allowed to enter as students for the Bar, that an attorney's writing or copying clerk (we speak not of an articled clerk) or the sweeper of an attorney's office or chamber, may enter at once as a student, and may be sworn a barrister three days after he leaves the service of the lowest practitioner in Lyon's, Clement's, or Thavies Inn. If such a system produced Saunderses, or Pattesons, or Maules, or Parkes, or Vaughan Williamses, we could see the benefit of it—if it produced Erskines, or Currans, we might applaud it, but it produces excellence in no one way. It merely enables attorney's clerks, ex-attorneys, attorney's sons and brothers-in-law, brothers, and and cousins, to start with a handful of briefs from the commencement of their career, and to daily acquire, by doing some business of a tenth-rate kind, a certain species of mental and professional dexterity of the very lowest character. The men of this calibre, and there are at least one hundred and sixty or seventy of them in Westminster Hall, making from £300 to £2000 a year, are essentially neither more nor less than tradesmen—journeyman lawyers, who set about their work in the spirit of mechanics or handicraftsmen. Either this system should be put an end to, or it should be adopted for all. Compel every candidate for the Bar to pass one year in an attorney's office, and the evil—or, more properly to describe it, the unfair advantage—which a few very illiterate, and not very high-principled, yet well-dressed persons possess, would pass away.

In looking over what we have written, we feel obliged to confess that eloquence and high gifts, generally rare amongst the advocates of England, has now nearly perished from amongst us. It is well stated in a work of considerable research, that one reason of the decay of everything resembling eloquence is the excessive degree of technicality, which pervades every portion of English law. Though we do not deny that the principles of special pleading are based in rigid logic, yet we must admit—with Mr. John George Phillimore—who has published an admirable summary of the Roman law—that the wire-drawn distinctions of special pleading are the disgrace and the opprobrium of our age. To meander through such mazes would puzzle the subtlest intellect, and tax to the utmost the powers of a really robust, masculine understanding, and sometimes tax such powers altogether in vain. The involved phraseology, the expletives, the synonymes, the pleonasms, the obscure and barbarous verbiage of the modern system of pleading, are really the disgrace of our time and system. These abuses are excrescences of comparatively modern growth on the ancient body of English law, for in the earlier time pleadings were delivered *ore tenus* at the Bar, and not written. The evil has been much increased by a body of very ingenious and subtle gentlemen acting under the Bar as special pleaders, and it must be averred that for the last half century or more, our courts of justice in England have been far too prone to lend a willing ear to refined and technical points of objection which subtle pleaders below the Bar delight to raise, and pettifoggers at the Bar have a peculiar glory in sustaining in court.

The overgrown mass—the immense, shapeless, and unwieldy body of the English law is an impediment not less formidable to oratory than the technicality of pleading. The volumes of the Statutes at Large now amount, if we remember rightly, to about fifty-three volumes quarto, of about 850 pages each volume. On the construction of these statutes there are annually published about thirty volumes of Reports, containing, also, at an average, from 700 to 800 pages of matter, at a cost of about £2 a volume, or £60 a year to any one who subscribes to a complete set of Reports, beginning with the House of Lords, and ending with the Crown Cases Reserved. How can any one or any ten men master all this enormous or unwieldy mass, or properly digest and common-place it on his mind? Roger North, in his day, when the volumes of Reports were only sixty, spoke of them as innumerable. If he were to revisit the glimpses of the moon, what would he say, finding 600 volumes, containing, down to the end of 1849, 250,000 points of law, or more, as any man may see by a reference to Harrison's or Chitty's Index, or Jeremy's Digest? How can a man be eloquent, whose best days and hours are spent in learning to digest matter, and arrange in his mind, or to learn where to discover, and how to apply this vast mass of legislative verbiage, and the decisions upon it? Talents of a popular kind—the power of giving effect to large and comprehensive views, wither under such a discipline as this. All the fire, energy, and enthusiasm of a young man—all the genius and general principles he has acquired at college, and in the bosom of his family, die within him, smothered and overlaid by the forms and technicalities of a system, narrow, crabbed, and barbarous.

Independently of this, the practical workaday, money getting, and business-like spirit of our time, is against the theory and practice of eloquence. A man particularly gifted with grace of manner and affluence of expression, is despised by the prig and the formalist, who has thoroughly conned his Chitty and his Archbold, and is looked on with ineffable disdain by the successful railway speculator, or the man or woman who has (what is called within the precincts of the city of London) three stars in India Stock.

The multiplicity and detail of modern affairs, abounding in particulars and small items, also tends to stifle and suffocate everything like eloquence. Ours is an age of debtor and creditor—of profit and loss—of tare and tret—of free trade and barter—of buying and selling—of quick returns and small profits; and men have neither the time nor the taste to make fine phrases as of old. If we have perfected the steam-engine, and created railroads, we have also enthroned a servile, a crouching, and mammon-getting spirit in high places—we have deified dullness and formality, and worshipped mechanism, and drudgery, and cotton spinning, and knife grinding, as though they were things lofty, ethereal, spiritual, and immortal. With such feelings pervading the aristocracy of trade—ay, and the aristocracy of land, and of acres—is it any wonder that the mass of barristers are timid formalists—is it any wonder that they will not speak with decision, and fearlessness, and energetic eloquence, like Erskine—that they shrink from giving their better and nobler thoughts noble expressions—that they are dull and decorous, and dead to the most generous and loftiest impulses? No doubt the times in which we live or vegetate are flat, level, and insipid.

We are fallen on the cankers of a calm world and a long peace; yet we cannot but think that somewhat of the mediocrity of the Profession is owing to a man who was longer at the head of the Bar as Attorney and Solicitor-General than any man within a century. John Lord Campbell, though a sound and well-read lawyer, was neither a gifted nor a high-hearted man; neither a scholar nor an orator, nor a distinguished gentleman; and his leaden influence has operated in many ways most disastrously. When eloquence, or even a graceful and fluent elocution, is not prized, men will take no pains—will make no efforts to become successful speakers. Advocates will not labour earnestly to become eloquent when such barristers as the —— and the —— lead the Great Northern Circuit of England. We do not deny that there is great ingenuity and skill—a happy facility of dealing with entangled and complicated facts—that there are great judgment, quickness, tact, knowledge of practice and of cases now at the Bar of England; but of eloquence there is none, and of scientific or historic learning very little. Ours is an age of no flagrant wrongs—of no deeds of violence or of rapine—of no great political trials—and the occasion has not, perhaps, arisen to call forth the eloquence of the "coming man." In Ireland two eloquent advocates appeared at the State trials. One, a fine old gentleman of the name of Holmes, then in his 78th or 79th year, and a brother-in-law of Thomas Addis Emmett; the other Mr. Whiteside, the author of a book in three volumes on Italy.

It is possible that in the back rows of the Queen's Bench and Exchequer there are some undiscovered Erskines, Currans, and Broughams; but so long as the system prevails among attorneys of giving the leading causes to Queen's Counsel wearing silk gowns, or rather to those among them who have business in law and equity—the Erskines, the Currans, and Broughams are likely to remain undiscovered. Half a century ago, there were not above twenty silk gowns in the Profession, ten of whom were men of real ability, and the remainder of great professional learning; but now silk gowns are given to men neither of eloquence, of legal learning, nor of high scholarship. Among them there are not nine men capable of leading or conducting a cause better—many of them not so well—as the many astute and sensible men without a silk gown.

One might fancy that in the criminal branch of the Profession we might find eloquent, ingenious, and able men at the Central Criminal Court. But there is scarcely one man above mediocrity, excepting a very few.

The Bar of England is now a very numerous body. In the beginning of the past year it consisted of over 7000 individuals, and there were called in the previous year 300 gentlemen. The Bar of England at this moment probably consists, to reckon new members, about 8000 members, but the returns cannot be accurately ascertained at present.

In Ireland the Profession of the Bar is relatively greater than in England, and the Queen's Counsel also more numerous. We have no means of knowing the number of advocates in Scotland. No doubt there is much in success at the Bar to ennoble and gratify the mind, and to attract the eyes of those whose hopes outrun their judgment, but laymen and spectators perceive the spangles upon the robe of the advocate, profoundly unaware that all is not gold that glitters brightly. If the advocate has his triumphs he has also his troubles, and to the vast majority the troubles far exceed the triumphs. Crowds, says somebody whose name and book we forget, but who spoke truly—crowds admire the figures upon tapestry—the splendour of the colours, and the rich intertexture of its purple and gold; but who turns the array to contemplate the jagged ends of thread, rags of worsted and unsightly patchwork of the reversed side of the picture, and yet it is from this side the artificer sits and works—this is the picture as he sees it—the gay outside is for the spectator. Thus it is that we look upon life—ermine, lace, gold, jewels. Rank, station, ambition, glitter in our eyes, and we envy the good fortune of the possessors, and think they must be happy, seeing but the *show* side of their lives; yet not a life among them that has not, or has not had its rags and tags, and knotted ends, its wrong side, in that in which the artisan has been drudging all his days, until the splendour he has made becomes distasteful, and only serves to enrich the eyes of ignorant lookers-on.

LEGISLATION AND JURISPRUDENCE.

REAL PROPERTY LIMITATION BILL.

A Bill intituled An Act for the further Limitation of Actions and Suits relating to Real Property:—

WHEREAS it is expedient further to limit the times within which actions or suits may be brought for the recovery of land or rent, and of charges thereon:

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

1. *No land or rent to be recovered but within twelve years after the right of action accrued.*—After the commencement of this Act no person shall make an entry or distress, or bring an action or suit, to recover any land or rent, but within twelve years next after the time at which the right to make such entry or distress, or to bring such action or suit, shall have first accrued to some person through whom he claims; or if such right shall not have accrued to any person through whom he claims, then within twelve years next after the time at which the right to make such entry or distress, or to bring such action or suit, shall have first accrued to the person making or bringing the same.

2. *Provision for case of future estates—Time limited to six years when person entitled to—The particular estate of possession, &c.*—A right to make an entry or distress, or to bring an action, to recover any land or rent, shall be deemed to have first accrued, in respect of an estate or interest in reversion or remainder, or other future estate or interest, at the time at which the same shall have become an estate or interest in possession, by the determination of any estate or estates in respect of which such land shall have been received, notwithstanding the person claiming such land or rent, or some person through whom he claims, shall at any time previously to the creation of the estate or estates which shall have determined, have been in the possession or receipt of the profits of such land, or in receipt of such rent. But if the person last entitled to any particular estate on which any future estate or interest was expectant shall not have been in the possession or receipt of the profits of such land, or in receipt of such rent, at the time when his interest determined, no such entry or distress shall be made, and no such action or suit shall be brought, by any person becoming entitled in possession to a future estate or interest, but within twelve years next after the time when the right to make an entry or distress, or to bring an action or suit, for the recovery of such land or rent, shall have first accrued to the person whose interest shall have so determined, or within six years next after the time when the estate of the person becoming entitled in possession shall have become vested in possession, whichever of those two periods shall be the longer; and if the right of any such person to make such entry or distress, or to bring any such action or suit, shall have been barred under this Act, no person afterwards claiming to be entitled to the same land or rent in respect of any subsequent estate or interest under any deed, will, or settlement, executed or taking effect after the time when a right to make an entry or distress, or to bring an action or suit, for the recovery of such land or rent, shall have first accrued to the owner of the particular estate whose interest shall have so determined as aforesaid, shall make any such entry or distress, or bring any such action or suit, to recover such land or rent.

3. *In cases of infancy, coverture, or lunacy at the time when the right of action accrues, then six years to be allowed from the termination of the disability or previous death.*—If at the time at which the right of any person to make an entry or distress, or to bring an action or suit, to recover any land or rent, shall have first accrued as aforesaid, such person shall have been under any of the disabilities hereinafter mentioned (that is to say), infancy, coverture, idiocy, lunacy, or unsoundness of mind, then such person, or the person claiming through him, may, notwithstanding the period of twelve years, or six years (as the case may be), hereinbefore limited shall have expired, make an entry of distress, or bring an action or suit, to recover such land or rent, at any time within six years next after the time at which the person to whom such right shall first have accrued shall have ceased to be under any such disability, or shall have died (whichever of those two events shall have first happened).

4. *No time to be allowed for absence beyond seas.*—The time within which any such entry may be made, or any such action or suit may be brought as aforesaid, shall not in any case after the commencement of this Act be extended or enlarged by reason of the absence beyond seas during all or any part of that time of the person having the right to make such entry, or to bring such action or suit, or of any person through whom he claims.

5. *Thirty years utmost allowance for disabilities.*—No entry, distress, or action shall be made or brought by any person who at the time at which his right to make any entry or distress, or to bring an action to recover any land or rent, shall have first accrued, shall be under any of the disabilities hereinbefore mentioned, or by any person claiming through him, but within thirty years next after the time at which such right shall have first accrued, although the person under disability at such time may have remained under one or more of such disabilities during the whole of such thirty years, or although the term of six years from the time at which he shall have ceased to be under any such disability, or have died, shall not have expired.

6. *In case of possession under an assurance by a tenant in tail, which shall not bar the remainders, they shall be barred at the end of twelve years after that period, at which the assurance, if then executed, would have barred them.*—When a tenant in tail of any land or rent shall have made an assurance thereof which shall not operate to bar an estate or estates to take effect after or in defeasance of his estate tail, and any person shall by virtue of such assurance at the time of the execution thereof, or at any time afterwards, be in possession or receipt of the profits of such land, or in the receipt of such rent, and the same person or any other person whomsoever (other than some person entitled to such possession or receipt in respect of an estate which shall have taken effect after or in defeasance of the estate tail) shall continue or be in such possession or receipt for the period of twelve years next after the commencement of the time at which such assurance, if it had then been executed by such tenant in tail, or the person who would have been entitled to his estate tail if such assurance had not been executed, would, without the consent of any other person, have operated to bar such estate or estates as aforesaid, then, at the expiration of such period of twelve years, such assurance shall be and be deemed to have been effectual as against any person claiming any estate, interest, or right to take effect after or in defeasance of such estate tail.

7. *Mortgagor to be barred at end of twelve years from the time when the mortgagee took possession or from the last written acknowledgment.*—When a mortgagee shall have obtained the possession or receipt of the profits of any land or the receipt of any rent comprised in his mortgage, the mortgagor, or any person claiming through him, shall not bring a suit to redeem the mortgage but within twelve years next after the time at which the mortgagee obtained such possession or receipt, unless in the meantime an acknowledgment in writing of the title of the mortgagor, or of his right to redemption, shall have been given to the mortgagor or some person claiming his estate, or to the agent of such mortgagor or person, signed by the mortgagee or the person claiming through him; and in such case no such suit shall be brought but within twelve years next after the time at which such acknowledgment, or the last of such acknowledgments, if more than one, was given; and when there shall be more than one mortgagor, or more than one person claiming through the mortgagor or mortgagors, such acknowledgment, if given to any of such mortgagors or persons, or his or their agents, shall be as effectual as if the same had been given to all such mortgagors or persons; but where there shall be more than one mortgagee, or more than one person claiming the estate or interest of the mortgagee or mortgagees, such acknowledgment, signed by one or more of such mortgagees or persons, shall be effectual only as against the party or parties signing as aforesaid, and the person or persons claiming any part of the mortgage money or land or rent by, from, or under him or them, and any person or persons entitled to any estate or estates, interest or interests, to take effect after or in defeasance of his or their estate or estates, interest or interests, and shall not operate to give to the mortgagor or mortgagors a right to

redeem the mortgage as against the person or persons entitled to any other undivided or divided part of the money or land or rent; and where such of the mortgagees or persons aforesaid as shall have given such acknowledgment shall be entitled to a divided part of the land or rent comprised in the mortgage, or some estate or interest therein, and not to any ascertained part of the mortgage money, the mortgagor or mortgagors shall be entitled to redeem the same divided part of the land or rent on payment, with interest, of the part of the mortgage money which shall bear the same proportion to the whole of the mortgage money as the value of such divided part of the land or rent shall bear to the value of the whole of the land or rent comprised in the mortgage.

8. *Money charged upon land and legacies to be deemed satisfied at the end of ten years if no interest paid nor acknowledgment given in writing in the meantime.*—No action or suit or other proceeding shall be brought to recover any sum of money secured by any mortgage, judgment, or lien, or otherwise charged upon or payable out of any land or rent, at law or in equity, or any legacy, but within twelve years next after a present right to receive the same shall have accrued to some person capable of giving a discharge for or release of the same, unless in the meantime some part of the principal money, or some interest thereon, shall have been paid, or some acknowledgment of the right thereto shall have been given in writing signed by the person by whom the same shall be payable, or his agent, to the person entitled thereto, or his agent; and in such case no such action or suit or proceeding shall be brought but within twelve years after such payment or acknowledgment, or the last of such payments or acknowledgments if more than one, was given.

9. *Act to be read with 3 & 4 W. 4 c. 27, of which certain parts are repealed, and other parts to be read in reference to alteration by this Act—7 W. 4 & 1 Vict. c. 28 to be read with this Act.*—From and after the commencement of this Act all the provisions of the Act passed in the session of the third and fourth years of the reign of his late Majesty King William the Fourth, chapter twenty-seven, except those contained in the several sections thereof next hereinafter mentioned, shall remain in full force, and shall be construed together with this Act, and shall take effect as if the provisions hereinbefore contained were substituted in such Act for the provisions contained in the sections thereof numbered two, five, sixteen, seventeen, twenty-three, twenty-eight, and forty respectively (which several sections, from and after the commencement of this Act, shall be repealed), and as if the term of six years had been mentioned, instead of the term of ten years, in the section of the said Act numbered eighteen, and the period of twelve years had been mentioned in the said section eighteen instead of the period of twenty years; and the provisions of the Act passed in the session of the seventh year of the reign of His late Majesty King William the Fourth, and the first year of the reign of Her present Majesty, chapter twenty-eight, shall remain in full force, and be construed together with this Act, as if the period of twelve years had been therein mentioned instead of the period of twenty years.

10. *Time for recovering charges and arrears of interest not to be enlarged by express trusts for raising same.*—After the commencement of this Act no action, suit or other proceeding shall be brought to recover any sum of money or legacy charged upon or payable out of any land or rent, at law or in equity, and secured by an express trust of a term of years or other estate, or to recover any arrears of rent, or of interest in respect of any sum of money or legacy so charged or payable and so secured, or any damages in respect of such arrears, except within the time which would be limited by law for the recovery thereof, if there were not any such trust.

11. *Short title.*—This Act may be cited as the "Real Property Limitation Act 1873."

12. *Commencement of Act.*—This Act shall commence and come into operation on the first day of January, one thousand eight hundred and seventy-nine.

LAND TITLES AND TRANSFER BILL.

A Bill intituled an Act to simplify Titles and facilitate the Transfer of Land:

WHEREAS it is expedient to make further provision for the simplification of the title to land, and for facilitating the transfer of land in England:

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Preliminary.

1. *Short title of Act.*—This Act may be cited for all purposes as "The Land Titles and Transfer Act 1874."

2. *To what lands the Act applies.*—This Act shall only apply to land of freehold tenure in England, including such leasehold estates as are hereinafter in that behalf mentioned in such freehold land.

3. *Commencement of Act.*—This Act shall come into operation on the first day of January one thousand eight hundred and seventy-six, and the time at which the Act comes into operation is hereinafter referred to as the commencement of this Act: Provided always that any orders or rules may be made under this Act at any time after the passing thereof.

4. *Construction of Terms of Act.*—In the construction of this Act, unless there is something inconsistent in the context, the following terms shall have the respective meanings hereinafter assigned to them; that is to say,

"Person" shall include Her Majesty, her heirs and successors, and the Duke of Cornwall for the time being, and a body politic or corporate:

"Prescribed" shall mean prescribed by any general orders or rules made in pursuance of this Act:

"Land" shall include incorporeal hereditaments, and an undivided share, or undivided shares of land, as "land" is herein defined:

"Tenancies" shall include leases and agreements for leases:

"Leasehold estates" shall mean estates held under any lease or underlease granted before there was a registered proprietor of the land demised, or granted by a registered proprietor of such land:

"Adverse estate, interest, or title" shall in this Act mean such an estate, interest, or title, whether legal or equitable, and whether in possession, remainder, or reversion, as a court of competent jurisdiction would not compel, authorise, or declare to be conveyed or held in trust for or on behalf of the registered proprietor:

"Cautioner" shall signify any person lodging a caveat under the provisions of this Act:

"Oath" and "affidavit" shall include solemn affirmation and statutory declaration:

"Deed" or "instrument" shall include a private Act of Parliament.

PART I.—*Registration of Fee Simple Estates.*

5. *Where to apply for Registration.*—From and after the commencement of this Act any of the following persons (that is to say),

(1) Any person who has contracted to buy an estate in fee simple in land, whether subject or not to any prior estate for life or for years, or to any incumbrance:

(2) Any person enttiled for his own benefit at law or in equity to an estate tail, or to a base fee, or to an estate in fee simple in land, whether subject or not to any prior estate for life or for years, or to any incumbrance:

(3) Any person capable, either alone, or with, upon, or by the consent, request, or direction of another person, of disposing by way of absolute sale of an estate in fee simple in land, whether subject or not to any prior estate for life or for years, or to any incumbrance:

(4) Any person being registered proprietor of any land in respect whereof any land shall have been allotted under any enclosure, or for which other land shall have been allotted or given in exchange upon any enclosure, or by an order of the Enclosure Commissioners for England and Wales:

(5) Any person authorised by the court to make such application, or whose name the court shall have directed to be entered on the register as registered proprietor:

(6) In the case of sales taking place three years after the commencement of this Act, the person hereinafter in that behalf mentioned:

may apply to the registrar to be registered as proprietor of the land which he has contracted to buy, or to which he is entitled, or of which he is capable of disposing, or which has been allotted, or given in exchange, as aforesaid: Provided,

(*a*) That, in the case of a purchaser under a contract, not executed by conveyance, the vendor's consent in writing to the application be produced to the registrar:

(*b*) That no person having an estate in tail, or a base fee, and who cannot dispose of an estate in fee simple without the consent of a protector of the settlement, shall be entitled to be registered without the consent in writing of such protector:

(*c*) That in cases where the applicant is a trustee without a power of sale, or cannot dispose of the land without the consent, request, or direction of some other person, the person for whom he is a trustee, or whose consent, request, or direction is required, concurs in or consents in writing to the application, or the instrument declaring the trust, or an instrument signed by the person whose concurrence would otherwise be necessary, authorises the application:

(*d*) That no applicant having a power of sale only, without any estate of inheritance in the land, shall be entitled to be registered without the consent in writing of all persons, down to and including the person entitled to the first vested estate of inheritance, whose estates would be displaced by an exercise of the power, unless the settlement authorises the application:

(*e*) That a mortgagee shall not be entitled to be registered as proprietor without the consent in writing of the mortgagor unless the mortgage be executed after the commencement of this Act, and does not contain a provision that there shall not be such registration.

6. *Registration may be with title absolute or limited, or as proprietor only.*—Any such application, may be made, at the option of the applicant either for registration as proprietor with an absolute title, that is to say, a title good, without any other exception or reservation than those expressly mentioned on the register, or in this Act, or as proprietor with a limited title, that is to say, as good from a date to be mentioned on the register, which date shall in such case be taken as the commencement of the registered title for the purposes of this Act, or for registration as proprietor only, that is to say, without a title, either absolute or limited, in which case the date at which the land shall be registered pursuant to such application shall be taken as the commencement of the registered title for the purposes of this Act. If on any application for registration with an absolute or limited title the registrar shall be satisfied with the title, so as to register the applicant pursuant to his application, he shall register him accordingly; but if he shall not be so satisfied, he shall register him as proprietor only. If, however, the registrar, on an application for registration with an absolute title, shall be satisfied with the title as a limited title, or if the registrar, on an application for registration with a limited title, shall be satisfied with the title as from a more recent date than that applied for, he shall, upon the request of the applicant, register him as proprietor from the date with which the registrar shall be satisfied, instead of registering him as proprietor only. But nothing in this section contained shall entitle any person to be registered as proprietor only, unless entitled, as hereinafter appearing, to be so registered.

7. *Particulars and statements to be furnished by all applicants, and to be settled by the registrar subject to appeal to the court.*—Every applicant for registration shall furnish to the registrar, and the registrar shall examine and settle, for the purposes of registration:—

First. A correct description of the land to be registered, accompanied (except in the case of incorporeal hereditaments) by a map or plan thereof, and which description may be made by reference to such map or plan.

Secondly. A statement of the persons, or classes or descriptions of persons, who are or may become entitled to such land, and of the estates, powers, and interests which exist, or which may arise or become vested in such persons respectively.

Thirdly. A statement of the mortgages, charges, and incumbrances affecting such lands, or any part thereof.

Copies of such description and statements, when settled by the registrar, shall be delivered back to the applicant; any objection to the same, or to any part thereof, shall be made and proceeded with within such time and in such manner as the registrar shall direct, and the registrar shall decide on every such objection, subject to an appeal by the applicant, if the same be disallowed, to the court.

8. *Registrar may require same to be verified on oath.*—If required by the registrar, the description of the land furnished by the applicant, and any other particulars which the registrar may deem necessary, shall be verified by oath of the applicant or of persons having sufficient means of information.

9. *What the registrar is to be satisfied of on application for registration as proprietor only.*—Before an applicant for registration as proprietor only shall be so registered the registrar shall satisfy himself, by such evidence as he may think requisite, that the applicant is *prima facie* entitled to the land for the estate and interest claimed by him, and that the applicant, or some person entitled to a prior estate under the same common title is by himself, or by some person for whom he is a trustee, or that some incumbrancer upon the estate and interest so claimed, or upon such prior estate, is in possession or receipt of the profits of such land: Provided that, in cases of compulsory registration under the provision in that behalf

hereinafter contained, the registrar shall be satisfied with and proceed upon the deed or instrument of conveyance,

10. *Power to registrar to demand security for costs, and registrar and court may order applicant to pay same.*—The registrar, before taking any proceeding on an application for registration with title absolute or limited, may require the applicant to give such security for costs as general orders shall direct; and it shall be lawful for the registrar and the court respectively to order the costs and expenses properly incurred of any person properly appearing upon any proceeding taken under this Act for the purpose of such registration to be paid by the applicant.

11. *Further particulars to be furnished to registrar by applicant for absolute and limited titles.*—Every application for registration with an absolute or limited title shall be accompanied by an abstract of the title of the applicant, and by such evidence as general orders may require, including (in all cases) such evidence as may prove, to the satisfaction of the registrar, that the applicant or his predecessor in title, or some person or person entitled to some estates or estate under the same common title has or have been in possession or in receipt of the profits of the land for a period of not less than five years immediately prior to the date of the application.

12. *As to mines and minerals in case of applicants for absolute and limited titles and registration as proprietor only.*—In the case of an application for registration with an absolute or limited title, mines and minerals shall be deemed not to be included in the application, unless expressly mentioned, and then shall be deemed to be included so far only as they shall be expressly mentioned therein; and if so expressly mentioned it shall be the duty of the registrar to have especial regard thereto in all subsequent inquiries to be made by him with respect to the land and in the investigation of the title thereto, and also in the service of notices as hereinafter mentioned, and the registrar shall specifically include in the register the mines and minerals included in the application if (but only to such extent as) he shall be satisfied with the title deduced thereto, registering the applicant as proprietor with an absolute title or a limited title as the case may be. Registration as proprietor only shall not include mines or minerals unless so stated on the register, but may include the same if such mines and minerals are expressly claimed by the applicant, and if (as regards opened mines) the evidence of possession and title or the deed or instrument of conveyance produced to the registrar in support of the application is in accordance with such claim, and if (as regards unopened mines) nothing appears inconsistent therewith. Registration may be effected of mines and minerals without the surface in like manner as of the surface with mines and minerals.

13. *Registration not to be binding as regards boundaries on proprietors of adjoining land.*—The registrar shall, as far as by means of the documents before him or otherwise he is enabled so to do, ascertain and state boundaries, but the persons interested in the adjoining land shall not be bound by the boundaries stated on the register.

14. *Examination of title, in cases of registration with absolute or limited title.*—Upon receiving any application for registration with an absolute or limited title, the title shall be examined by the registrar, and by one of the examiners of title hereinafter mentioned, in such manner as general orders shall direct. The registrar may at any time up to the registration require any further particulars to be furnished which he may deem necessary, and he may also require the identity of the land with the parcels or descriptions contained in the title deeds, and the accuracy of the description and quantities of the land, to be established by such inquiries and other evidence as he shall think sufficient for that purpose.

15. *Security may be taken against contingent or uncertain claims.*—If, upon an application for registration with an absolute or limited title, it shall appear upon the examination of the title that the land, or any part of it, is subject to any money charge or incumbrance, the ownership of which is not ascertained, or the right to which is doubtful or uncertain, or to any doubtful or uncertain right or claim which may be estimated in or compensated by money, and does not involve a right to the land itself otherwise than as a security for money, the case may, at the request of the applicant for registration be referred to the court, for the purpose of determining whether such right or claim, and the costs of any party entitled by virtue thereof can be justly provided for by the payment of money into court, and if so to fix the sum to be so paid in, and to order payment thereof accordingly, and to direct the investment and application of the interest thereof, and after such payment shall have been made, the land and the title thereto shall, upon the registration of such land with a title certified as absolute, or certified as limited with a commencement prior to such right, claim, charge, or incumbrance, be discharged from such right, claim, charge, or incumbrance as fully as if the same had never existed.

16. *Titles not strictly marketable may be registered in certain cases with the court's sanction.—Forty years substituted for sixty years as the ordinary commencement of title.—The registrar may accept recitals of facts &c., twenty years old as sufficient evidence.*—If the registrar shall, upon completion of the examination of the title, be of opinion that the title shown is, by reason of the loss of a covenant to produce a deed or instrument or deeds or instruments, or the want of such a covenant, or the possibility of a woman of advanced age having a child, or for some similar reason, not strictly marketable, but is nevertheless a title, the holding under which will not be disturbed, he may require the applicant to apply to the court upon a statement to be submitted to and approved of and signed by the registrar for its sanction to the registration, and in case of such sanction being given by the court, but not otherwise, the registrar shall register the applicant as proprietor, with an absolute or limited title, as the case may be; and the registrar shall not in examining into a title, require it to commence earlier than at least forty years previously to the time of registration unless he shall be of opinion that there is reason to suppose that some settlement or will prior to that period may have been executed which might prejudicially affect the title; and the registrar may also accept as sufficient evidence recitals, statements, and descriptions of facts, matters and parties in deeds, instruments or statutory declarations twenty years old.

17. *Notice by advertisement of application for registration absolute or limited.*—Notice of every application for registration with a title absolute or limited shall be given by the registrar by public advertisement, when and in such manner as general orders shall direct, and the registration shall not be completed until the expiration of a period not less than three months from the date of publication of the advertisement, or the first of the advertisements (if more than one), or such other time, if any, as may be by general order prescribed in that behalf.

18. *Contents of such notice and other notices required.*—Such notice shall contain a description of the land proposed to be registered, and the name and description of the applicant for registration, and a statement of the effect of the proposed registration, as excluding claims adverse to the title of the applicant, and shall state the place, time, and manner at and in which any person may be heard to show cause against the registration. A copy of such notice shall be posted on or near the land or otherwise, as the registrar may direct. Copies of such notice shall be served on such persons (if any) as, under the circumstances of the case, the registrar shall consider necessary, and shall direct to be served therewith.

19. *Cause may be shown against registration. Either party may appeal from the registrar's decision.*—At the time and place mentioned in the notice, or at such time and place as general orders shall direct, any person may, by himself, or his solicitor or agent, attend and show cause before the registrar, by affidavit or otherwise, against the registration, or may claim that the same be made subject to any limitation, condition, qualification, or reservation, and such hearing may be adjourned from time to time by the registrar. The registrar shall decide on such objection or claim, and either party may appeal to the court, from the registrar's decision.

20. *Completion of registration.*—If at the expiration of the time mentioned in the notice or directed by general orders there shall be no objection to the registration applied for, or none which has not been disallowed, and there shall be no such claim as aforesaid undisposed of, and no appeal shall be pending, or if, after the expiration of such time, every objection, if any, shall have been disallowed, and every claim, if any, shall have been disposed of, and any appeal shall have been finally disallowed by the court or withdrawn, and the time for appealing from the decision of the court shall have determined, or the appeal, if any, shall have been disallowed or withdrawn, the registrar shall complete the registration; but if the application be made after contract, and before conveyance, actual registration shall as hereinafter provided be postponed until after the conveyance.

21. *Before registration, with title absolute or limited, applicant and solicitor, &c., to make oath that all deeds, &c., have been made known to registrar.*—Before registration with title absolute or limited the applicant and his solicitor or agent, or certificated conveyancer, and such other person or persons, if any, as the registrar shall require, shall make affidavit that all deeds, wills, and writings relating to the title of the land, or any part thereof, and all facts material to the title thereto, and all charges, liens, incumbrances, contracts, and dealings affecting the same or any part thereof, or giving any right as against the applicant, have to the full extent of their respective knowledge, information, and belief been made known to the registrar; and such affidavit shall be filed in the office of land registry: Provided always, that the registrar may dispense with such affidavit, either from the applicant or from any other person, when he shall think it reasonable so to do, or may permit the terms thereof to be modified, as circumstances may require.

22. *Registrar may dispense with notices, &c., as to allotments and lands taken in exchange.*—Provided always, that in case of an application by a registered proprietor for registration as to land allotted on an enclosure, or taken in exchange upon an enclosure or under an order of exchange of the Enclosure Commissioners of England or Wales, the registrar may, so far as he shall think can properly be done, dispense with the notices, advertisements and preliminary proceedings before-mentioned, and may complete the registration as soon as he shall consider it can properly be done.

23. *Mode of entering registration in every case.*—Upon every registration under this Act, the registrar shall enter in a book to be called the "land register," the name of the proprietor and a description of the land with a reference, when necessary or convenient, to a map or plan thereof, and if the registration be with a title absolute or limited, he shall state thereon whether it is absolute or limited, and, if limited, what is the limit, and, whether absolute or limited, the particulars of all prior estates, leases, and incumbrances (other than such interests as are declared by this Act not to be incumbrances) to which the land or any part thereof is subject; but no trust, express, implied or constructive, shall be entered or referred to in the "land register," nor shall it be shown that the proprietor is mortgagee or has a security only.

24. *Land, if subject to conditions, &c., to be so registered.*—If land at the time of the registration of the first registered proprietor thereof shall be subject to a power of re-entry or shifting clause, or any restriction as to the user thereof or any legal condition, notice thereof shall be entered on the register.

25. *Entry of cesser of estate, lease, or incumbrance.*—When there shall be entered on the part of the register, in which the name of the proprietor for the time being of any land is entered, the particulars or notice of any estate, lease, or incumbrance affecting such land, and it shall be shown to the satisfaction of the registrar by the registered proprietor of such land, or by some person whose interest in such land shall in the opinion of the registrar be sufficiently established, that such estate, lease or incumbrance has ceased or been satisfied, the registrar shall note such cesser or satisfaction upon the register, and such estate, lease, or incumbrance shall no longer exist in or affect such land, and such other estates and interest shall exist in and affect such land as would have done so had such estate, lease, or incumbrance, and such particulars and notice, never existed. But the registrar may, before acting as aforesaid. give such notice (if any) as he may consider ought under the circumstances properly to be given, and shall give such (if any) notice as by any general order may be directed to be given.

26. *Proprietors registered with limited titles, or as proprietors only, may apply afterwards for registration with absolute or titles less limited, or with limited titles.*—In every case in which there shall have been a registration of land with a limited title, or in the name of any person as proprietor only, the registered proprietor may at any time afterwards apply as aforesaid to the registrar for registration with an absolute title, or a limited title, or with a title limited as of an earlier date than that entered in the register; and upon any such application being made the registrar shall proceed as nearly as may be in the same manner as if such lands had not been registered, save that he may dispense with such proceedings (if any) as, having regard to what was done with a view to the previous registration, he shall consider may properly be dispensed with, and may complete the registration so soon as he shall consider it can properly be done, and save that the register shall be conclusive as to the deduction of the registered title to such land from the proprietor first registered.

27. *As to land being registered pendente lite.*—If upon proceeding before the registrar for registration it shall appear that the title to such land or to any estate or interest therein is in question in any proceeding in any court, the registrar shall, if he shall consider it proper, defer the completion of the registration, unless all parties to such proceeding who claim any estate or interest in such land shall consent to the registration, or unless the court before which such proceeding may be depending shall think fit to sanction the registration; but the registrar may,

if he consider it proper, proceed with the registration, entering on the register notice of such proceeding, in which case person claiming title under the registered proprietor shall, unless and until the registrar shall have entered on the register that the *lis pendens* has ceased, take subject to such proceeding and the result thereof.

28. *Compulsory registration on sales after three years from commencement of Act.*—When, after the expiration of three years from the commencement of this Act there shall be a sale of land in fee simple in possession, or subject to any prior estate for life or for years, and whether subject or not to any incumbrance, there not being already a registered proprietor, and the purchaser might apply for registration under this Act, some person shall be registered under this Act as proprietor thereof, with absolute or limited title, or as proprietor only, and any deed or instrument of conveyance of such land shall, until such registration, operate in equity only, and not be effectual at law to pass the legal estate in the land. This enactment shall comprise the sale of land out of which there is upon such sale made payable a perpetual rent, and shall also comprise the sale of an existing perpetual rent, and the sale, whether the vendor be or be not registered proprietor of the land, of a perpetual rent created upon such sale; and, if the vendor of any such rent be already such registered proprietor, shall apply although the said three years shall not have elapsed. The application for registration shall be made by some person interested, beneficially or otherwise, under such deed or instrument, and the registrar shall register as proprietor or proprietors the person or persons who may be expressly specified in such deed or instrument as to be the registered proprietor or proprietors; if no person be so specified in that behalf, then he shall register as proprietor or proprietors such person or persons entitled under such deed or instrument as is and are hereunder mentioned, that is to say:—

The person entitled beneficially to such fee simple and perpetual rent respectively.

The persons entitled to such fee simple and perpetual rent respectively beneficially in possession and not for successive estates.

In case of there being persons entitled to such fee simple and perpetual rent respectively beneficially in succession, the person or persons, if any, in whom, were registration not required, the land or rent would be by such deed or instrument vested in fee as trustee or trustees, and if there shall be no such person, the person or persons having the first beneficial freehold estate under such deed or instrument, or at his or their request, any person or persons having a power of sale, whether with or without consent, request, or direction, over such land or perpetual rent.

Should the registrar consider any case not to be hereinbefore provided for, or that it is open to question who should be registered as proprietor, then such person or persons as the registrar shall consider and determine to be the most fit and proper person or persons under the circumstances, shall be registered as proprietor or proprietors.

Caveat against Entry on Register.

29. *Caveats may be lodged with registrar, to the effect that cautioner is entitled to notice.*—Any person having or claiming such an interest in land, before the registration thereof, as entitles him to object to any disposition thereof being made without his consent, may lodge a caveat with the registrar claiming to be entitled to notice of any application that may be made for registration of such land, with absolute or limited title, and appointing a place within Great Britain for the service of such notice.

30. *Caveat to be supported by affidavit.*—Every such caveat shall be supported by an affidavit, stating the nature of the interest of the cautioner, and such other matters as may be required by the registrar, or by general orders.

31. *How notice to be served.*—Notice may be served on the cautioner either personally or by sending it through the post to the address stated in the caveat.

32. *After caveat, no registration to be made of lands till five days after personal service, or ten days after notice by post.*—After any such caveat has been lodged no registration shall be made of any lands to which such caveat refers until notice has been served on the cautioner to appear and oppose such registration, and five days have expired since and exclusive of the date of the personal service of such notice, or ten days have expired since and exclusive of the date of posting, or until such other times as may be prescribed by general orders.

33. *Compensation if caveat lodged without reasonable cause.*—If any person wrongfully and without reasonable cause lodges a caveat with the registrar, he shall be liable to make to any person who may have sustained damage by the lodging of such caveat, such compensation as the court shall deem just.

34. *Caveat not to prejudice title of any person.*—A caveat so lodged shall not prejudice the claim or title of any person, and shall have no effect whatever, except to entitle the cautioner to receive such notice as is hereinbefore mentioned of any application for registration.

(To be continued.)

SOLICITORS' JOURNAL.

THE Bills of Sale Act (1854) Amendment Bill, prepared and carried into the House of Commons by Mr. Lopes, Q.C., Mr. Watkin Williams, Q.C., and Mr. C. E. Lewis, solicitor, certainly promises to work a beneficial reform in reference to mortgage transactions in connection with personal chattels. We reproduce in another column the substance of this proposed measure. The Bill has not yet been read a second time; there is, therefore, yet time for solicitors to offer, through the medium of our columns, any suggestions which their experience may point to with a view to improving on the measure, the main provisions of which for the present are to put a stop to the fraudulent system by which a fresh bill of sale in relation to the same transaction is prepared every twentieth day from the date of the preceding bill of sale in order to avoid registration. Another provision that mortgages effected instead of bills of sale are to be rendered null and void where the only object in preparing documents in such form is to escape the provisions of the Bills of Sale Act. There appears to us to be two omissions in this measure—one that no reference is made in it to the Bills of Sale Amendment Act 29 & 30 Vict. c. 96, as to which we think it should be provided that that Act, together with the original statute and the present measure, should be construed as one Act. Another omission seems to be that the statement as set out in the schedule to the Bill with which we are now dealing is not to be verified by affidavit, neither does it appear that a copy of the mortgage, security, or charge referred to in the third section is to be filed in the Queen's Bench office, or that the original document is to be produced.

COMPLAINTS reach us from solicitors at Torquay that a practice obtains by attorneys, who do not take out annual certificates, of swearing affidavits and taking the acknowledgments of deeds by married women, &c., for which they receive the usual fees. This is, of course, very unfair towards certificated solicitors, and it is suggested that one of the two measures now before Parliament affecting solicitors should deal with this matter by the insertion of a clause to the effect that no attorney-at-law or solicitor shall, after the passing of this Act, be entitled to administer any oath or take any affidavit in relation to any business in any of Her Majesty's Superior Courts or otherwise, or take any declaration, or take the acknowledgment of any married woman to any deed, unless such attorney-at-law or solicitor shall, at the time of administering such an oath, or taking such an affidavit or declaration as aforesaid, be duly certificated. One objection to be urged against such a provision is that there may be localities in which it is convenient to the public that uncertificated solicitors should administer such oaths, &c., but this difficulty might be overcome by its being enacted that uncertificated attorneys might administer such oaths, &c., with the consent of the Council of the Incorporated Law Society, sufficient cause for the exercise of such a privilege being first shown.

INQUIRIES have been made of us as to with whom the Bill intituled "An Act to amend the Law relating to Attorneys and Solicitors" originated. It was presented by Lord Chelmsford in the House of Lords, and will shortly come on for consideration in the House of Commons. We believe we are correct in stating that this measure owes its origin to the Vice-President of the Council of the Incorporated Law Society. As to the provisions affecting articled clerks, there can be but one opinion, and that is, that it will be most acceptable to the Profession, although care must be taken that articled clerks will not be allowed too great a latitude or obtain too general an order as provided by the measure. As to those clauses which relate to the subject of striking the names of solicitors off the roll, they will, we are afraid, create a considerable diversity of opinion. It has long been urged at times, no doubt with unnecessary bitterness, that the council has always shown an especial readiness to move with a view to striking off the roll the names of brethren of our Profession, while they have left undealt with those invaders of the Profession to whom, some contend, may be traced the cause of those transactions on the part of attorneys which will not bear the light of day. The Attorneys and Solicitors' Bill, it must be understood, is quite distinct from the Legal Practitioners' Bill. The former proposes legislation affecting articled clerks and in relation to striking the names of attorneys off the roll, the latter proposes by legislation to protect the Profession against the encroachments of unqualified persons. In our opinion it will prove an excellent illustration of that kind of legislative bungling which of late years the public have been so often pained by witnessing, if these two measures become law in one and the same session of Parliament. Not only may all the provisions to which we refer be fairly comprised in one Act of Parliament, but the measure might with propriety also embrace enactments securing other necessary reforms in relation to the Profession. It is to be hoped that those solicitors who are Members of the House of Commons will take carefully into consideration our suggestion that one Act is sufficient to deal with all the subjects above referred to in addition to others indicated by the Correspondence of the Profession, as published in our columns. If, however, we are to have two Acts of Parliament dealing with these simple but important matters, it is of course, quite open for the promoters of each to seek to obtain amendments and additions to both measures.

WE understand that the principal terms of the provisional arrangement on the amalgamation of the Metropolitan and Provincial Law Association with the Incorporated Law Society are that members of the former society who are not already members of the Incorporated Law Society are to be entitled to be admitted members of the latter society upon payment of the annual subscription, only, that is without any entrance fee. This arrangement, however, so far as the Incorporated Law Society is concerned, will not be operative until confirmed by the society in general meeting. We hope soon to hear that such a meeting is convened, an occasion of which members may well avail themselves in order to obtain the opinion of the society on other questions which have been much discussed of late in our columns. Amongst other things it is desirable that the opinion of the society should be taken as to whether pecuniary or what other support should be given by the society to the movement lately set on foot by the Legal Practitioners' Society to protect the Profession against the encroachments of unqualified persons, which movement we have felt it our duty to promote to the utmost, nor can we think that any serious opposition is likely to be offered to it in any quarter. Members of the medical profession long since devised means by which, through the agency of Parliament, they have ceased to be molested by quacks and such like characters, who by their malpractices work much harm amongst the public, and in some degree threatened to endanger that profession. Surely the legal profession is not without the means of doing likewise.

THE following, we believe, will be found a correct table of the statutes affecting solicitors:—6 & 7 V. c. 73; 14 & 15 V. c. 88; am., 23 & 24 V. c. 127. (I.) 29 & 30 V. c. 84. 7 & 8 V. c. 86. 7 & 8 V. c. 101, ss. 39-68; 9 & 10 V. c. 95, s. 91; 11 & 12 V. c. 43, s. 12; 14 & 15 V. c. 88; 15 & 16 V. c. 54, s. 10; 20 & 21 V. c. 39 (colonies); 20 & 21 V. c. 77; 21 & 22 V. c. 108 (probate); 22 & 23 V. c. 6 (admiralty); 35 & 36 V. c. 81; 33 & 34 V. c. 28 (remuneration); 33 & 34 V. cc. 97, 98, and 99.

A CORRESPONDENT, in a communication lately published in our columns, called attention to the fact that a very considerable proportion of the expense of dealing with real property, arises from the excessive stamp duty charged upon such transactions, and which duties at times amount to hundreds of pounds, in which case, of course, the solicitor's bill of costs shows a somewhat alarming total, the more alarming because these documents (to which we are so accustomed, and to be rid of the necessity of making out which, would be as acceptable to us as to the public), are seldom examined by the client to ascertain what portion of it consists of disbursements. We really thoroughly agree with our correspondent that one of the "serious obstacles to dealing with real property," observed upon by the Lord Chancellor when introducing into the House of Lords the present Land Transfer Bill, is the heavy stamp duty payable on conveyances. It is certainly difficult to discover the reason why the rate of duty in the case of conveyances should be so large in excess of that charge on mortgage transactions, and we hope that when the Lord Chancellor's measure comes down to the House of Commons, that the heavy impost in the shape of stamp duty charged in connection with the preparation of all documents affecting land, will not be lost sight of.

WE are asked to publish the following by a country solicitor with a view to their being incorporated in one or other of the bills now before Parliament affecting solicitors:

No affidavit or declaration whatever, or any acknow-

ledgment by any married woman to any deed whatever, after the passing of this Act, shall be sworn to, or declared to, or be taken or acknowledged, before any attorney-at-law or solicitor, unless the name of such attorney-at-law or solicitor shall appear in the Law List for the same year in which such affidavit, or declaration, or acknowledgment was sworn to, declared to, or acknowledged.

No articled clerk or other person shall apply to be admitted as an attorney, or be admitted or practise as an attorney-at-law or solicitor in England, if he has been previously convicted of larceny or felony in any court of law in England.

THE following lectures and classes are appointed for the ensuing week at the hall of the Incorporated Law Society, Chancery-lane, for the instruction of students seeking admission on the roll of attorneys and solicitors: Monday, class, 4.30 to 6 o'clock, Equity; Tuesday, class, 4.30 to 6 o'clock, Equity; Wednesday, class, 4.30 to 6 o'clock, Equity; Friday, lecture, 6 to 7 o'clock, Equity. To prevent interruption at the lectures, subscribers are not admitted to the hall after a lecture has commenced.

JUDICATURE COMMISSION.—THIRD REPORT OF THE COMMISSIONERS.

THIRD REPORT.

To the Queen's most Excellent Majesty.

WE your Majesty's Commissioners, whose hands and seals are hereunto set, appointed by your Majesty, under Royal warrants annexed, to inquire (*inter alia*) whether it would be for the public advantage to establish tribunals of commerce for the cognizance of disputes relating to commercial transactions, or to any and what classes of such transactions, and if so, in what manner and with what jurisdiction, such tribunals ought to be constituted, and in what relations, if any, they ought to stand to the courts of ordinary civil jurisdiction, or any of them, do most humbly submit for your Majesty's most gracious consideration this our report upon the matter thus referred to us, which being connected with the subject of our second report already presented, we have thought it expedient to take into consideration before proceeding further with the other matters therein reserved.

Immediately on receiving your Majesty's commands, we proceeded to consider the best mode of obtaining information respecting the constitution and working of Tribunals of Commerce on the Continent, where such tribunals are established, and for this purpose we issued a series of questions addressed, through your Majesty's Principal Secretary of State for Foreign Affairs, to consuls, bankers, merchants, and members of the legal profession, and we also circulated extensively another series of questions among leading mercantile firms and associations in this country in order to ascertain their views upon the expediency of establishing these tribunals in England. Having obtained a considerable number of answers to these questions, we communicated with the gentlemen promoting legislation on the subject, and afterwards examined several of them, as well as other witnesses. We have had laid before us the respective reports of the select committees of the House of Commons of the 12th July 1858, and of the 3rd Aug. 1871, on Tribunals of Commerce, together with the evidence taken before those committees, and also two Parliamentary Bills, the one intituled "A Bill for establishing a Tribunal of Commerce for the City of London," and the other "A Bill to provide for the constitution of Tribunals of Commerce," which were introduced into the House of Commons during the last session of Parliament. The questions we issued, the most important of the answers we have received, and the evidence we have taken, are contained in the appendix which accompanies our report.

Having carefully considered the subject, together with the evidence and papers previously mentioned, we have come to the following conclusions:—

We find that those by whom legislation on this subject has been promoted (although generally desiring that some provision should be made for more summary proceedings in many commercial cases), are not agreed as to the character of the tribunals which they wish to establish or the class of cases that should come within their cognizance. Indeed there is no unanimity of opinion as to whether the judges should be wholly commercial, or partly commercial and partly legal; whether the commercial members of the tribunals should be judges having an equal voice in the decision, or assessors or advisers only to a legal judge, who would in that case be the president of the court; whether the commercial members should be paid or not paid for their services; whether the tribunals should observe the ordinary rules of evidence, or be at liberty to admit anything as evidence which they may consider material to the point in issue; whether they should be guided by the principles laid down by the superior courts of law, or decide irrespectively of precedent and according to their own views of what is just or proper in each particular case; whether the parties should be allowed to be represented by counsel or solicitors, whether there should be any appeal, and in what cases, and to what courts. Upon all these points there appears to be the greatest diversity of opinion.

We find moreover that, even in the countries in which tribunals of commerce are established, great diversity exists with regard to the constitution of these courts. Thus in France, in Belgium, and in some other countries, all the members of the court are merchants, except the greffier or registrar, and he has technically no voice in the decision. On the other hand, in many of the German states, the court is presided over by a lawyer. In Dantzic the tribunal consists of a legal president, four other legal judges, and four merchants, but the merchant judges do not attend unless required. In Königsberg the commercial members have no vote, only a deliberative voice, the decision resting entirely with the legal members of the court. In Prussia, generally, it is in contemplation to substitute a paid lawyer for an unpaid merchant as president. There is in fact no uniformity in the constitution of these tribunals; in some countries the mercantile, in others the legal element prevails, sometimes in the latter case to the exclusion of the commercial altogether.

We also find that, where the tribunal is composed entirely of mercantile judges, assisted by a greffier, who is a lawyer, the latter, although he has no vote, becomes of necessity the most important member of the court; and thence arises this anomaly, that the person who virtually decides the case is not clothed with the responsibilities of a judge.

Now, we think that it is of the utmost importance to the commercial community that the decisions of the courts of law should on all questions of principle be, as far as possible, uniform, thus affording precedents for the conduct of those engaged in the ordinary transactions of trade. With this view it is essential that the judges by whom commercial cases are determined, should be guided by the recognised rules of law and by the decisions of the superior courts in analogous cases; and only judges who have been trained in the principles and practice of law can be expected to be so guided. We fear that merchants would be too apt to decide questions that might come before them (as some of the witnesses we examined have suggested that they should do) according to their own views of what was just and proper in the particular case, a course which from the uncertainty attending their decisions would inevitably multiply litigation, and with the vast and intricate commercial business of this country would sooner or later lead to great confusion. Commercial questions, we think, ought not to be determined without law, or by men without special legal training. For these reasons, we are of opinion that it is not expedient to establish in this country Tribunals of Commerce, in which commercial men are to be the judges.

But while we are quite agreed that a court presided over by mercantile men, or in which mercantile men have a deciding vote, would lead to confusion and uncertainty in the administration of the law, we are fully alive to the inconveniences that do undoubtedly arise from the want of adequate technical knowledge in the court which has to adjudicate upon cases of a commercial character. We think there is ground for the complaint that cases are sometimes tried at Nisi Prius before a judge and jury who have not the practical knowledge of the trade or business which is necessary for their proper determination. We are of opinion that many cases involving for their comprehension a technical or special knowledge cannot be satisfactorily disposed of by the ordinary tribunal of a judge and jury, and that the proper tribunal for such cases would be a court presided over by a legal judge, assisted by two skilled assessors, who could advise the judge as to any technical or practical matters arising in the course of the inquiry, and who by their mere presence would frequently deter skilled witnesses from giving such professional evidence as is often a scandal to the administration of justice. This is the kind of assistance which we in our first report to your Majesty, contemplated should be given to the superior judges on the trial of cases of a scientific or technical character; and which has been provided for by the Supreme Court of Judicature Act. If the recommendations for the enlargement of the jurisdiction of the County Courts contained in our second report should be adopted by the Legislature, we think it would be expedient that similar assistance should be afforded in mercantile cases to the judges of these courts; and in this manner the principal advantages anticipated by the advocates of Tribunals of Commerce might, we think, be attained.

We are of opinion that there would be no practical difficulty in carrying such an arrangement into effect. We think that there might be for every place of sufficient importance a rota or a panel to be formed from time to time, composed of merchants, shipowners, or others conversant with the trade and business of the district, or other competent persons, from which rota the judge might, at the request of the parties, or, if he thought the circumstances of the case required it, at his discretion, select two persons who should sit with him, and advise him during the progress of the case on any point upon which their special knowledge would be of use. In special cases it might also be competent for the judge to call in the assistance of assessors who are not upon the local rota. But we are strongly of opinion that these mercantile or scientific assessors should not have any voice in the decision, and that the whole responsibility of the decision should rest with the judge.

We think that in cases in which an appeal is allowed there should be power for the judge or court to call in the assistance of like assessors.

Our opinion is that the assessors should be paid for their services in court, but not receiving any other remuneration. We think that for moderate fees the services of gentlemen possessing sufficient knowledge and independence to afford the requisite assistance to the judge could be obtained. Their fees should be costs in the cause.

These provisions, we venture to think, would supply the judge with the requisite practical or technical knowledge to enable him to do justice between the parties. We hope that the Legislature will always provide sufficient judicial strength to obviate the great complaint as to delay, and that under the new judicial system, of which the Judicature Act is the first fruit, effectual rules will be established to meet the other great grievance of expense.

We hope soon to be in a position to lay before Your Majesty our further report upon other matters included in our commission, which have not been already disposed of.

Selborne, C., Cairns, Hatherley, * (†), A. E. Cockburn, FitzRoy Kelly, William Erle, Robert Phillimore, George Ward Hunt, Hugh C. E. Childers, W. M. James, Montague Smith, R. P. Collier, †Acton S. Ayrton, G. Bramwell, Colin Blackburn, J. R. Quain, Coleridge, G. Jessel, John B. Karslake, * (²), Charles S. Whitmore, H. C. Rothery, Geo. Moffatt, William G. Bateson, John Hollams, Francis D. Lowndes (L.S.)

R. A. Fisher, Secretary, 21st Jan., 1874.

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† In signing this report, I am unable to concur in the reasons assigned for deeming it inexpedient to place the mercantile members on a footing of equality with the legal judges of the tribunals proposed to be invested with power to decide commercial cases. The argument that the uniform administration of the law would be impaired has, I believe, been usually urged against proposals for withdrawing causes from the courts at Westminster, and remitting them to inferior tribunals. It was suggested that this evil would arise from the establishment of County Courts, and from the extension of their jurisdiction, but it is proved by experience that no such evil has arisen, nor does it arise from the exercise of the judicial functions of the courts of quarter sessions or petty sessions, or the stipendiary or unpaid magistrates, although their decisions in criminal cases, and in certain civil cases, affect the rights and liabilities of the public in as great a degree as the decisions of tribunals of commerce would affect the commercial community. It appears to me that when a dispute arises in the course of a commercial dealing, the compulsory settlement of it by a tribunal may be regarded as only a continuance or a conclusion of the transaction, and that it is unreasonable to insist that the parties interested shall, as a condition of having their dispute determined, be required, at an enormous cost and inconvenience to themselves, to create a precedent for the benefit of society, and to add a rule of law to a commercial code. I venture to think, that it is not necessary to regard the decisions of particular cases as such precedents, but where parties desire, as now sometimes happens, that a rule of law should be established, regardless of the trouble and expense of litigation, there would be no difficulty in carrying the case from a Tribunal of Commerce to the Supreme Court of Justice for that purpose. I consider that the advantages which would result from placing the legal and commercial elements of the tribunal on an equality, outweigh the objections. The legal judge could exercise sufficient influence over his commercial colleagues to prevent them from acting contrary to settled law, but the sagacity and experience of the commercial men would in general be of more service to the suitors in the decision of their disputes than the legal knowledge of the judge. The advantage of a tribunal of commerce does not, however, consist merely in the constitution of the court, but it is in the mode of procedure. It seems desirable to have a guarded formal and somewhat tardy procedure through legal agents where the judicial power is entrusted to a single state judge, not only for the protection of the suitors against each other, but against any abuse of power on the part of the judge. Nor does the ordinary litigation in these courts require a more summary mode of procedure. But commercial disputes frequently demand a very speedy decision, as well as special treatment whilst under adjudication, such as those arising out of dealings relating to the loading and despatch of vessels, the sale and resale, the warehousing, transfer, and stoppage of goods, the transactions of agents, and of others involving several liabilities. Tribunals of commerce, with the safeguard of mercantile members, are authorised to proceed in the most summary manner to adapt their

procedure to the exigencies of each particular case, and to require the personal attendance of the parties who have been engaged in the dealing to afford such explanations as may be requisite, instead of being obliged to wait in order to have every representation to the court, it may be said, filtered, and perhaps mystified, through a single or even double legal agency. It seems to me to be no sufficient answer to the request of the mercantile community, that tribunals which have for so many years shown their usefulness abroad should be introduced into this country, to assert that individuals are not agreed upon the best mode of constituting such tribunals, or of regulating their procedure. The committee of the House of Commons, after considering a variety of opinions, arrived at conclusions indicating how tribunals of commerce might be established, and the commission has in very material points concurred in those conclusions. It may, therefore, be hoped that a measure may be framed which will meet with general acquiescence. ACTON S. AYRTON.

* (1) I have been unable to concur in this report because I am not satisfied that tribunals might not be established consisting of commercial men with adequate legal assistance, capable of settling commercial disputes in a satisfactory manner, at greater speed and at much less cost than at present. And I think the well-known fact that in the large majority of commercial disputes the parties avoid the courts of law and resort to private arbitration is strong to show the need of some such tribunals, and a cogent reason for making the experiment. PENZANCE.

* (2) I am unable to agree in all the recommendations of this report, and therefore do not sign it. I feel very strongly that in a great commercial country like England tribunals can and ought to be established where suitors might obtain a decision on their differences more promptly, and much less expensively, than in the superior courts as at present constituted and regulated. Those who support the present system of trying mercantile disputes seem to regard them all as hostile litigation, and lose sight of the fact that in the majority of cases when differences arise between merchants or traders, both parties would rejoice to obtain a prompt settlement, by a legal tribunal duly constituted, and to continue their friendly commercial relations. The present system too frequently works a denial of justice, or inflicts on the suitor a long-pending worrying law suit, the solicitors on either side pleading in their clients' interests every technical point, and thus engendering a bitterness which destroys all future confidence, and puts an end to further mercantile dealings. It is essential that the procedure of our mercantile courts (whether called tribunals of commerce or by any other name) should be of the simplest and most summary character, similar to that of the tribunals of commerce in Hamburg or in France, or before justices of the peace in this country, as recommended by the Select Committee of the House of Commons in 1671. The liberty of the subject is, perhaps, more jealously guarded in this country than property. If the summary jurisdiction conferred on justices of the peace in criminal cases, when exercised by gentlemen who are not lawyers, gives satisfaction, it can scarcely be doubted that a similar jurisdiction in civil cases would be equally acceptable. SYDNEY H. WATERLOW.

BILLS OF SALE ACT (1854) AMENDMENT BILL.

WHEREAS the Act 17 & 18 Vict. c. 36, does not sufficiently prevent the mischief which it was intended to prevent, and it is desirable more effectually to prevent that mischief and other mischiefs of a like character:

Be it enacted:

1. Interpretation clause.

2. Whenever hereafter a bill of sale is executed in consideration of or to secure a debt, money, or money's worth, and afterwards another bill of sale is executed in consideration of or to secure the same debt, money, or money's worth, or any part thereof, the subsequent bill of sale, so far as regards the property in or right to the possession of any personal chattels comprised in or made subject to the former bill of sale, shall be null and void to all intents and purposes as against the same persons, and to the same extent as the former bill of sale shall, under the provisions of the said Act or of this Act, be null and void, notwithstanding that the requirements of the said Act or of this Act shall be complied with as to the subsequent bill of sale, or the twenty-one days allowed for complying therewith shall not have elapsed; provided that if in endeavouring to comply with the requirements of the said Act or of this Act as to the former bill of sale any error is committed, and the same is committed innocently, by mistake, and without any design to evade the said Act or this Act, a subsequent bill of sale shall not be rendered null and void by this Act, if the same is executed, and the requirements of the said Act or of this Act in respect of the same are duly complied with, within twenty-one days after it shall first come to the knowledge of the person claiming under the bill of sale, or, if there are more than one such person, to the knowledge of one of them, that the requirements of the said Act or of this Act have not been properly complied with.

3. When any mortgage of or security or charge on any personal chattel is hereafter effected without a bill of sale, and the same is of such a character as that it might have been effected by means of a bill of sale, the said mortgage, security, or charge shall, unless the requirements hereafter specified are complied with, be null and void as against the same persons and to the same extent as the bill of sale would have been null and void, if the mortgage, security, or charge had been effected by a bill of sale, and the requirements of the said Act or of this Act had not been complied with in respect of the same; and every such mortgage, security, or charge shall be deemed to be a bill of sale, and the effecting of it shall be deemed to be the execution of a bill of sale within the meaning of those expressions as used in the second section of this Act: Provided always, that this section shall not apply to any mortgage, charge, or security effected by the decree, judgment, or process of any court of law or equity.

The following are the requirements above referred to in the third section:

There shall be filed with the officer acting as clerk of the docquets and judgments in the Court of Queen Bench, within twenty-one days after such mortgage, security, or charge is effected, a statement which substantially shall be in the form and made according to the directions contained in the schedule thereto, which statement shall state—as in schedule.

5. Short title.

6. This Act shall not extend to Scotland or Ireland, except in the case of a bill of sale, mortgage, charge, or security executed or effected in Scotland or Ireland by a person whose domicile is in England, so far as such bill of sale, mortgage, charge, or security affects property in England, and the non-extension of the said Act of the seventeenth and eighteenth Victoria to Scotland and Ireland shall be subject to the same exception.

SCHEDULE.

The following are the particulars required by the Bills of Sale Amendment Act:

Name of grantor (a)
His residence (a)
His occupation (a)
Name of grantee (a)
His residence (a)
His occupation (a)
Date of transaction (a)
The consideration (a)
The property affected (a)
The place where the property is (a)
The witness, if any (a)
Date of filing (a)

(a) Fill up these blanks truly according to the fact.

Correspondence.

UNQUALIFIED PRACTITIONERS.—It is a great pity that members of our profession, as a whole do not feel a little more for the honour of the profession, and endeavour to secure all their legitimate business. I fear the lukewarmness of those who are in a position to help their less fortunate brethren, is the chief cause of our misfortunes. Outsiders are easily turned into pirates, if there is no power sufficiently strong to punish. I think the Legal Practitioners' Society may do an immense amount of good, if it only gets fair and active support. The society's motto must be, "Esse quam videri malim," and I think that of "Vox et præterea nihil" would do for its august contemporary in Chancery-lane.

A SOLICITOR OF TEN YEARS' STANDING.

THE REFORM OF THE LEGAL PROFESSION.—I shall certainly join the society which has just been started, for whatever might be said about growling and complaining and dragging our grievances before the public, there are many urgent reforms which need to be dealt with, and if the society is well and properly supported it can do much good in the field of operations which lies before it, and the more unity we have in our profession the stronger will be our action.

A LONDON SOLICITOR.

LEGAL PRACTITIONERS BILL 1874—ATTORNEYS AND SOLICITORS BILL 1874.—As to the first Bill, I think that in the case of documents under seal the penalty proposed, or at all events some penalty, should attach even in the case of such documents being prepared *gratuitously*. The difficulty of proving payment is almost insurmountable, although a wholesale business is carried on by agents of all kinds. The medical profession protects itself against quacks. We must certainly do the same in regard to our invaders. As regards the second Bill, I think the provisions as to articled clerks still too stringent. As regards striking attorneys off the Roll, why give power to the registrar to do that which the applicant to the court may be presumed to be unwilling to do? Cannot these two Bills, after amendment, constitute one Act of Parliament? A COUNTRY ATTORNEY.

HEIRS-AT-LAW AND NEXT OF KIN.

BROWN (Maria Mangin), 28, Hertford-street, May Fair, London. Next of kin to come in by May 30, at the chambers of V.C.M. June 29, at the said chambers, at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

COWPER (Jeremiah), C.B., Green-street, Piccadilly, Lieutenant-Colonel in H.M.'s 18th Reg. of Infantry. Next of kin to come in by April 30, at the chambers of V.C.M. May 11, at the said chambers, at twelve o'clock, is the time for hearing and adjudicating upon such claims.

DELLAWAY (Sarah Anne Elizabeth), Deal, Kent, spinster. Next of kin to come in by May 5, at the chambers of the M. R. May 26, at the said chambers, at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

ALLEN (Maria), Lower Mitcham, Surrey, spinster, £58 15s. 10d., Three per Cent. Annuities. Claimant Frederick John Blandy.

BUCKINGHAM (Geo.), Windsor-road, Upper Holloway, Middlesex, £27 3s. 7d., New Three per Cent. Annuities; claimant Elizabeth Ann Buckingham, widow, the relict, administratrix to Geo. Buckingham, deceased.

JOHNSON (John), Brunton-place, Commercial-road, East, and JOHNSON (Letitia), his wife, £50 Three per Cent. Annuities; claimant said John Johnson, and Letitia Johnson, his wife.

WARWICK (John Edington), New-street, Kensington, Surrey, gentleman, £150 Three per Cent. Annuities; claimant Jane Warwick, widow, surviving executor of John E. Warwick, deceased.

WHITE (Chas.), Clark-street, Stepney, gentleman, and WHITE (Eliza), Watts-hill, Tunbridge, Kent, spinster, £107 1s 8d. Three per Cent. Annuities. Claimant, said Eliza White, the survivor.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

BEACONHILL FIREBRICK AND CLAY COMPANY (LIMITED).—Creditors to send in by May 9 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to A. Cooper, 14, George-street, Mansion House, London, the liquidator of the said company. May 23; at the chambers of the M. R., at eleven o'clock, is the time appointed for hearing and adjudicating upon such claims.

ENFIELD IRON WORKS AND INVENTIONS DEVELOPMENT COMPANY (LIMITED.)—Creditors to send in by May 7th their names and addresses, and the particulars of their claims, and the name and addresses of their solicitors, if any, to S. L. Price, 13, Gresham-street, London, the official liquidator of the said company. May 22nd, at the chambers of the M. R. at eleven o'clock, is the time appointed for hearing and adjudicating upon such claims.

MANGHOLD HEAD MINING COMPANY.—Creditors to send in by May 10th their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors, if any, to H. Dever, 4, Lothbury, London, the official liquidator of the said company. June 10th, at the chambers of the M. R. at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

NORWEGIAN CHARCOAL IRON COMPANY.—Creditors to send in by May 1 their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to R. S. Archbold, 2, New Broad-street, London, the liquidator of the said company, on May 11, at the chambers of V.C.M., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

TAL-Y-DRWS SLATE COMPANY (LIMITED).—Petition for winding-up to be heard April 17, before V.C.M.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

BEARBLOCK (Mary A.), Rockstone, Isle of Wight, spinster. May 1; H. S. Haynes, solicitor, Romford. May 8; V.C.M., at twelve o'clock.

BRACE (Edwd.), Heron Villa, St. Martin, Worcester. April 22; Wm. W. Gabriel, solicitor, 43, Lincoln's-inn-fields, Middlesex. April 30; V.C.M., at twelve o'clock.

CHEEK (Thomas F.), White Lion Public House, High-street, St. Giles's, Middlesex, and St. Germain's Tavern, Forest-hill, Kent, licensed victualler. May 1 Wm. S. Clark, solicitor, 9, New-square, Lincoln's-inn, Middlesex. May 9; V.C.H., at twelve o'clock.

CUSACK (Sarah), Langstone Cliff, Devon, widow. May 1; C. P. Wood, solicitor, 6, Raymond-buildings, Gray's-inn, Middlesex. May 8; M. R., at eleven o'clock.

FORESIGHT (Nathaniel), Petersham Surrey, innkeeper. May 1; J. Nickinson and Co., solicitors, 51, Chancery-lane, Middlesex. May 21, M. R., at 11 o'clock.

FYLER (Major-General Lawrence), Tunbridge Wells. May 1; H. Harris, solicitor, 31a, Moorgate-street, London. May 21, M. R., at 11 o'clock.

HOOK (Robert), 147, Charles-street, Berkeley-square, London, Esq.; April 30; B. G. Lake, solicitor, 10, New-square, Lincoln's Inn, Middlesex. May 11, V. C. M., at 12 o'clock.

HOULGRAVE (Jas.), Liverpool, tar distiller. April 30; Walter Weld, Solicitor, Liverpool. May 8, V. C. H., at 12 o'clock.

ISARD (John), 16, Cambridge-road, Bromley, Kent, tallow chandler. April 16; George R. Burn, solicitor, 23, Carter-lane, Doctors'-commons, London. April 23; V.C.M., at twelve o'clock.

JULL (George), Lynwood Tyndall's Park, Bristol. April 30; E. E. Salmon, solicitor, Bristol. May 7; V.C. M., at twelve o'clock.

KNOWLTON (James), Portsea, tailor. May 6; H. and W. F. Ford, solicitors, Portsea. May 22; V.C.H., at twelve o'clock.

LAIDLER (Matthew), Fenton Hill and Lowick, High Heads, Northumberland, farmer. April 30; R. Middlemas, solicitor, Alnwick, May 8; V.C. H., at twelve o'clock.

LANE (John), Wenlock Brewery, Wenlock-road, Middlesex, brewer. May 4; W. B. Kersey, solicitor, 53, Gracechurch-street, London. May 22; V.C. H., at twelve o'clock.

LUXTON (Wm.), Cloudesley Arms, Cloudesley-street, Islington, Middlesex, licensed victualler. April 30; W. H. Nicholls, solicitor, 4, Lincoln's-inn-fields, Middlesex. May 7; V.C. M., at twelve o'clock.

MAXWELL (Wellwood), Abercrombie-square, Liverpool, and of Glenlee, Kirkcudbright, Scotland, Esq. April 18; Walter Murton, solicitor, 45, Bloomsbury-square, London. April 27; V.C. M., at twelve o'clock.

MORRWOOD (Samuel), 13, Granville-terrace, Choumert-road, Rye-lane, Peckham, Surrey, April 30; Wm. F. Ward, solicitor, 10, Bedford-row, Middlesex. May 7; V.C. M., at twelve o'clock.

PARTRIDGE (Frederick R.), King's Lynn, Norfolk, solicitor. May 9, at the chambers of V.C. H. May 26; V.C. H., at twelve o'clock.

ROBERTSON (Wm.), Hazlehill, Pembroke, Esq. April 25; S. A. Ram, solicitor, 23, Red Lion-square, London. May 4; V.C. M., at twelve o'clock.

SHARP (John A.), Gray's-inn, and Thornhill-square, Islington, Middlesex, gentleman. May 5; J. P. Knott, solicitor, 9, Lincoln's-inn-fields, Middlesex. May 28; M. R., at eleven o'clock.

SLADE (Jos.), Holly House, Crouch-hill, Hornsey, Middlesex, Esq. May 1; J. F. Bernard, solicitor, 11, Great Winchester-street, London. May 23; V.C. M., at twelve o'clock.

STOCK (John), Poplar, Middlesex, Esq. April 30; Gellatly and Co., solicitors, 2, Lombard-court, Gracechurch-street, London. May 26; V.C. H., at twelve o'clock.

TAYLOR (Harriet H.), Rockleaze, Westbury-upon-Trym, Gloucester. April 30; E. A. Harley, solicitor, St. Werburgh's-chambers, Small-street, Bristol. May 7; V.C.M., at twelve o'clock.

VERO (Jos.), Dewsbury, hat manufacturer. May 5; Alfred Ridgway, solicitor, Dewsbury. May 16; V.C. H. at twelve o'clock.

WEBB (Wm.), Balsham, Cambridge, farmer. May 10; Henry French, solicitor, Cambridge. May 22; V.C. M. at twelve o'clock.

WHITAKER (Matilda), Wilton House, Pembridge-crescent, Bayswater, Middlesex. April 25; John Taylor, solicitor, Bradford. May 1; V.C. H. at twelve o'clock.

WICKHAM (John), Codrington, Glouce ter, farmer. May 5; John Trentfield, solicitor, Chipping Sodbury, Gloucester. May 22; V.C. B. at twelve o'clock.

WILKES (Peters), Gloucester. May 1; Thos. C. B Tawnton, solicitor, Gloucester. May 11; V.C. H., at twelve o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

ANDREW (John J.), 12, Paragon, Blackheath, Kent, gentleman. May 12; Hughes and Co., solicitors, 25, Budge-row, Cannon-street, London.

ATKINSON (Anthony O.), LL.D., Clare House, Kingston-upon-Hull. May 1; Owst and Co., solicitor, Quay Chambers' Hull.

BANISTER (Catherine), Antony West, or St. Jacobs, Cornwall, spinster. April 14; Geo. H. Piper, solicitor, Court House, Ledbury, Herefordshire.

BREMER (Susan C.), 137, Cornwall-road, Westbourne Park, Bayswater, Middlesex, spinster. May 11; A. Tabor, solicitor, 27, Leadenhall-street, London.

BRIND (Walter), Marshfield, Monmouth, gentleman. June 1; Prothero and Fox, solicitors, Newport, Monmouthshire.

BRITTON (Robert) Castle Donnington, Leicester, gentleman. June 12; Dalton and Salusbury, solicitors, Leicester.

BROWN (Frederick), 3, St. James-square, Notting-hill, Middlesex, surveyor. May 9; R. Dickson, solicitor, 43, Bedford-row, London.

BUCKMASTER (Thos. W.), The Cottage, Wimbledon Common, Surrey, 17, Queenhithe, London, and 81, Piccadilly, wholesale stationer. May 15; Capron, Dalton, and Hutchins, solicitors, Savile-place, Conduit-street, Middlesex.

CALVERT (Frederick C.), Royal Institution, Manchester and Clayton Vale, Newton Heath, near Manchester, analytical chemist. April 30; Earle and Co., solicitors, 44, Brown-street, Manchester.

CHATFIELD (Fre erick), 3, Belgrave-terrace, Brighton, Esq. April 30; Upton and Co., solicitors, 29, Austin-friars, London.

COLLIGAN (Agnes), 3, Court, Burlington-street, Liverpool, widow. July 1; Bradley and Steinforth, solicitors, 4, York-buildings, Dale-street, Liverpool.

CONNER (Lieut.-Col. Frederick), formerly of Chatham, Kent, and late of 29, Scarsdale Villas, Kensington, Middlesex. May 30; Walker and Martineau, solicitors, 13, King's-road, Gray's-inn, London.

CORRANCE (Frederick), Parham Hall, Suffolk, Esq. April 20; White, Borrett and Co., solicitors, 6, Whitehall-place, Westminster, London.

COX (Wiltshire), formerly of Minehead, Somerset, afterwards travelling through Darmstadt, Ostend, London, and various other places in Germany, Belgium, and England, then 3, Chatham-terrace, Upper Norwood, Surrey, late of 24, Rue Albert, Ostend, Belgium, gentleman. May 1; T. Mee, solicitor, 2, Great Winchester-street Buildings, London.

DANIELL (Wm.), Downham Market, Norfolk, gentleman. June 1; J. N. Nunn, solicitor, Downham Market.

DITCH (Geo.), 9, Gensing Station-road, St. Leonards-on-Sea, Sussex, auctioneer and estate agent, &c. May 8; C. Davenport Jones, solicitor, 1, Harold place, Hastings.

DRAWBRIDGE (Rev. Thos. O.), Rodmersham, Kent. May 20; J. Bertie, solicitor, 17, Great James-street, Bedford-row, London.

DRIFFIELD (Rev. Jos. C.), Vicar of Tolleshunt D'Arcy, Essex. May 1; A. M. White, solicitor, Colchester.

FIELDER (Elizabeth), Forton, Alverstoke, Southampton, builder. May 12; R. B. Wilkinson, solicitor, Gosport, Hants.

FOSTER (Arthur), 4, Threadneedle-street, London, and Glastonbury Lodge, Sydenham-road, Croydon, Surrey, Esq. May 11; Wansey and Bowen, solicitors, 50, Moorgate-street, London.

GARRATT (Rev. Wm.), formerly of Fulham, Middlesex, of Hastings and Brighton, late of 57, Redcliffe-road, West Brompton, Middlesex. May 20; Thos. J. Coward, solicitor, 4, Guildhall-chambers, Basinghall-street, London.

GODDARD (Wm. R.), Glaston-hill, Eversley, Hants, Esq. May 1; E. S. Cavell, solicitor, 11, Waterloo-place, Pall Mall, Middlesex.

GOEZ (Henry J. A.), formerly of the Crystal Palace Hotel, Norwood, Surrey, late of Connaught House, Montpelier-road, Brighton, Sussex, gentleman. May 11; R. and A. Russell, solicitors, 59, Coleman-street, London.

GRAHAM (Joseph), Elswick-lane, Newcastle-upon-Tyne, builder and publican. May 9; Allan and Davies, solicitors, 23, Grainger-street, Newcastle-upon-Tyne.

HALSTEAD (Vice Admiral Edward P.), formerly of 85, Ebury-street, Pimlico, Middlesex, late of Haslar Hospital, Gosport, Hants. May 1; Currie and Williams, solicitors, 33, Lincoln's-inn-fields, London.

HUMBLETON (Elizabeth Ann), 1, Nottingham-terrace, York-gate, Regent's-park, Middlesex, widow. May 30; Mason and Withall, 18, Bedford-row; Ayerst, Francis, 2, Great College-street, Westminster.

HARBOTTLE (Mary), Crumpsall, Manchester, widow. May 29; Allen, Prestage, and Halkyard, solicitors, 69, Princess-street, Manchester.

HARDY (Geo.), Apple Tree and Mitre, 30, Curritor-street, Chancery-lane, Middlesex, licensed victualler. May 12; Mrs. S. M. Hardey, at Johnston and Jackson's, solicitors, 55, Chancery-lane, Middlesex.

HAYWARD (Thos. C.), 3, Highbury-park North, Middlesex, and 92, Minories, London, sail cloth merchant and factor. June 1; Thomson and Son, solicitors, 66, Cornhill, London.

HILL (Robert G.), sen., Hough Hall, Wybunbury, Chester, Esq. April 25; J. Hayward Bellyse, solicitor, Nantwich, Cheshire.

HOLLYMAN (Henry), Lead of Hay public-house, Haverstock-hill, Middlesex, licensed victualler. April 30; Carr, Bannister, Davidson, and Morrisa, solicitors, 70, Basinghall-street, London.

INGHAM (Benjamin), Palermo, Sicily. June 1; Waltons and Co., solicitors, 19, Great Winchester-street, London.

JAMES (John), Sunny Bank, Llanfrechfa Upper, Monmouth, ironmaster. June 1; Protheroe and Fox, solicitors, Newport, Mons.

JOHNSON (Robert), formerly of Pageant's Wharf, Rotherhithe, Surrey, and late of Forest Villa, Queen's-road, Buckhurst Hill, Essex, timber merchant. May 5; R. and A. Russell, solicitors 59, Coleman-street, London.

KINGDON (Digory F.), Stratford, Essex, land and estate agent. May 16; Russell and Co., solicitors, 14, Old Jewry-chambers, London.

KINGSBURY (Walter J.), Ringwood, Southampton, grocer and provision merchant. May 4; Davy and Davy, solicitors, Ringwood.

KIRK (John), Clay Farm House, Woolwich, Kent, and of Warren-lane Wharf, Woolwich, contractor. April 30; Paine and Layton, solicitors, 47, Gresham House, Old Broad-street, London.

LITTLE (Jos.), 5, Albion-square, Queen's-road, Dalston, and of Haggerstone Saw Mills, Brunswick-street, Haggerstone, Middlesex, saw mill proprietor. May 1; Baker and Co., solicitors, 3, Cloak-lane, Cannon-street, London.

LOGAN (John), formerly of the Maindee, near Newport, Mons, late of 11, Lansdown-crescent, Bath, contractor of railways and public works. May 14; Thos. M. Llewelin, solicitor, Newport, Mons.

MARTLEY (Wm.), 15, Cedars-road, Clapham Common, Surrey, civil engineer. May 6; Wilkins, Blyth, and Marsland, solicitors, 10, St. Swithin's-lane, London.

MEYER (Geo.), Victoria Hotel, Sheffield, hotel keeper. April 30; Smith and Hinde, solicitors, 17, Bank-street, Sheffield.

MILLER (Harriet), Chester Villa, Belvidere-road, Upper Norwood, Surrey, widow. April 21; M. B. Miller, solicitor, 15, Clifford's-inn, London.

MONNERY (John W.), late of Catford-hill, Lewisham, Kent, gentleman, formerly of 53, High-street, Southwark, hosier. May 18 Hawks and Co., solicitors, 101, Borough, High-street, Southwark, Surrey.

MOORE (John), 78 and 80, Hamilton-street, Birkenhead, ironmonger. June 1; Theobalds and Co., solicitors, Central Chambers, 17A, South Castle-street, Liverpool.

NOBLE (George A.), Butler-street, Preston, gentleman. April 30; Wm. Banks, solicitor, 9, Lime-street, Preston.

NORTH (Chas.), Chesterfield, Derby, high bailiff. June 30; W. and B. Wake, solicitors, Castle-court, Sheffield.

OSBORNE (Anna), Leamington Priors, Warwick, spinster. May 18; Chas. E. Large, solicitor, 1, Clarence-terrace, Leamington Priors.

PAKENHAM (Lieut.-Col. Chas. W.), Langford Lodge, Crumlin, Co. Antrim April 30; J. Torrens, solicitor, 9, Wellington-place, Belfast.

PARKES (Jos.), 9, Moray-road, Tollington Park, Islington, Middlesex, and of 19, Ely-place, Holborn, Middlesex, hardware merchant. May 8; Boulton and Sons, solicitors, 21A, Northampton-square, Clerkenwell, Middlesex.

PENROSE (Elizabeth), Waterhouse-lane, Kingston-upon-Hull, common brewer. May 1; Owst and Co., solicitors, Quay-chambers, Hull.

PERRY (Amelia), 32, Avenue-road, Regent's-park, Middlesex, spinster. May 1; A. R. D. Statfield, solicitor, 4, St. George's-terrace, Regent's-park.

POLE (Edward S C.), Radburne Hall, near Derby, Derby-park Hall, near Chesterfield; 14, Lewes-crescent, Brighton; and of Rugby, Esquire. April 30; Gregory, Rowcliffe's, and Rawle, solicitors, 1, Bedford-row, London.

RANDELL (Jas.), 25, Mark-lane, London, and Prebend End, Buckingham, and of Elmerleigh House, Devon; and of Corrievallie, near Garve, Ross, Esquire. May 20; Phelps and Sidgwick, solicitors, 2, Gresham-street London.

REDRUP (Alphonso S.), Shakespeare Public House, 29, Marlborough-street, Middlesex, licensed victualler. May 14; E. J. Layton, solicitor, 2, Suffolk-lane, Cannon-street, London.

REECE (Wm. H.), Birmingham, Plas Tudno, Carnarvon, and 36, Bedford-row, London, solicitor and notary public. June 1; Reece and Harris, solicitors, 47, New-street, Birmingham.

REYNARD (Ann), Holdforth-street, Leeds, spinster. July 1; Teale and Appleton, solicitors, Leeds.

RODERICK (Thomas), Danygraing House, Pembrey, Carmarthen, gentleman. April 30; R. Johnson, solicitor Llanelly, Carmarthenshire.

ROYLE (Vernon), Singleton, Prestwick, Lancaster, Esq. May 20; Allen Prestage and Halkyard, solicitors, 69, Princess-street, Manchester.

SARGENT (Frederick), 22, Pall Mall, Middlesex, Esq. May 2; Finney and Son, solicitors, 6, Furnival's-inn, London.

SCHRIER (Mary A. P.), 1 and 2 Wades-place, Mile-end, Middlesex, and West-street, Barking, Essex, widow. May 1; Jno. Wills, solicitor, 53, Carter-lane, Doctor's Commons, London.

SCHUNCH (Martin), Manchester, merchant. May 16; Darbishire, Barker, and Tatham, solicitors, 26, George-street, Manchester.

SEALY (Isaac), Globe Public House, 58 New Compton-street, Middlesex, licensed victualler. April 27; Geo. Crafter, solicitor, 81, Blackfriars-road, London.

SIMON (Jas.), Abbey Farm, Greenfield, Holywell, Flint, farmer. May 12; Sisson and George, solicitors, Asaph and Rhyl.

SISSONS (Robert), Womersley, York, farmer and maltster. June 1; R., Arundel, solicitor, Pontefract.

SMEED (Geo.), Willow Cottage, Ealing, Middlesex, gentleman. May 7; J. G. Shearman, solicitor, 10, Gresham-street, London.

SNOWDON (Thos.), 52, Holland-road, Kensington, Middlesex, builder and contractor. May 7; T. Dolling Bolton, solicitor, 4, Elm-court, Temple London.

SPOONER (Frederick W.), Dashwood, Gravesend, Kent, accountant. May 9; S. A. Spooner, Dashwood, Gravesend.

TAPSCOTT (Henry), South Petherton, Somerset, farmer and auctioneer. May 8; J. T. Nicholetts, solicitor. South Petherton.

TASSELL (Robert) Ditton, Kent, Esq. May 30; Tassell, and Son, solicitors, Faversham.

TERRELL (Hannah), Yeovil, widow. May 14; J. T. Nicholetts, solicitor, South Petherton.

THOMAS (Wm.), formerly of Liverpool, late of Mina-st., Llanelly, Carmarthen, master mariner; R. Johnson, solicitor, Llanelly.

THOMPSON (Ann), formerly of 2, Stoke-terrace, Guildford, Surrey, late of Sherborne Lodge, Teddington, Middlesex, widow. May 11; Wansey and Bowen, solicitors, 50, Moorgate-street, London.

TODD (John), Bird's-park, near Kendal, Westmoreland, farmer. May 12; C. Gardner Thomson, solicitor, Finkle-street, Kendal.

WARE (Eliza), late of 54, Parrock-street, Gravesend, Kent, formerly of 73, Southampton-row, Russell-square, London, widow. April 30; T. R. Watson, solicitor, 13, Finsbury-place-south, London.

WARD (Thos.), Melton Mowbray, gentleman. May 1; E. H. M. Clarke, solicitor, Melton Mowbray.

WATERS (Robert B.), 34, Eastcheap, London, merchant. May 1; W. Evans, solicitor, 72, Coleman-street, London.

WATKINS (John), 99, Jermyn-street, St. James, Piccadilly, Middlesex, fishmonger. May 7; J. G. Shearman, solicitor, 10, Gresham-street, London.

WHITTINGTON (Adelaide S. S.), formerly of 29, Orsett-terrace, Bayswater, late of 30, Weymouth-street, Portland-place, Middlesex, widow. May 1; J. W. Smith, solicitor, 3, Furnival's-inn, London.

WILLIAMS (Daniel H.), Walthamstow, Essex, Esq. May 31; Dingwall and Wall, solicitors, 8, Tokenhouse-yard, London.

WILLS (Henry M.), 2, Victoria-place, Greenhundred-road, Peckham, Surrey, commercial traveller. May 1; Wm. Sturt, solicitor, 14, Ironmonger-lane, London.

WILSON (Isaac), 15, Leeke-street, Chelsea, Middlesex, baker. April 30; Chinery and Aldridge, solicitors, 7, Fenchurch-street, London.

WRIGHT (Robert), 48, Cochrane-terrace, St. Marylebone, Middlesex, builder. April 27; J. Goren, solicitor, 29, South Molton-street, Oxford-street, London.

REPORTS OF SALES.

Tuesday, March 31.

By Messrs. DEBENHAM, TEWSON, and FARMER, at the Mart.

The absolute reversion to £2532 13s. 5d. Three per Cent. Bank Annuities, life aged 72 years—sold for £1500.

Wednesday, April 8.

By Messrs. EDWIN FOX and BOUSFIELD, at the Mart.

Sussex.—Hurst-green, an enclosure of land containing 12a. 1r. 4p., freehold—sold for £805.

Hackney.—No. 162, Hackney-road, freehold—sold for £750.

Kent Wharf, and No. 173, Great Cambridge-street—sold for £2300.

No. 171, Great Cambridge-street—sold for £1500.

The Haggerstone stone wharf, and No. 16, Albert-street—sold for £1300.

Nos. 17 to 20, Albert-street—sold for £1250.

Nos. 138, 140, 142, and 144, Brunswick-street, freehold—sold for £1280.

SUICIDE OF A SOLICITOR.—On Wednesday evening, se'night, at the Railway Inn, Worcester Park, Surrey, an inquiry was held by Mr. W. Carter into the death of Mr. John Hubbard, a solicitor, carrying on business at 15, Walbrook, E.C. On Saturday morning previous deceased was found in a watercloset attached to a bath-room, at his private residence, Worcester Park, with his throat cut, and quite lifeless. Evidence was given to prove that deceased was much depressed on account of the loss of his wife and favourite son, and also on account of his own ill-health, the result of anxiety and overwork. The jury found that deceased committed suicide while in a state of temporary insanity.

ELECTION LAW.

NOTES OF NEW DECISIONS.

ELECTION PETITION—AGENCY—EVIDENCE OF—PREVIOUS ELECTION PETITION—TELEGRAMS—To establish agency for which a candidate would be responsible, he must be proved to have, by himself or by his authorised agent, employed the persons whose conduct is impugned, to act on his behalf, to have to some extent put himself in their hands, or made common cause with them for the purpose of promoting the election. Whether the relations so existing were sufficient to make the candidates responsible for their alleged illegal acts is a question of degree; and in order to enable the judge to decide it in the affirmative, the evidence of corrupt practices must establish affirmatively to his reasonable satisfaction that the acts complained of were done. Canvassing openly with the full knowledge of a candidate who does not interfere, but without his express authority, does not constitute a man an agent. The Post-office will not be ordered to produce for inspection telegrams sent by and to candidates and their agents unless strong grounds are shown why the judge should interpose his authority. It is not open to petitioners to show that persons employed by the respondent at the election which in the subject of the inquiry were charged with corrupt practices at a prior election to the knowledge of the respondent, the petition with reference to such prior election having been disposed of without any decision having been arrived at with reference to such charge: (*Taunton Election Petition*, 30 L. T. Rep. N. S. 125. Grove, J.)

MAGISTRATES' LAW.

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Bath	Monday, April 13	Thos. Wm. Saunders, Esq.	14 days	J. Taylor.
Carmarthen	Monday, April 13	B. Thos. Williams, Esq.	10 days	John H. Barker.
Devonport	Friday, July 10	H. T. Cole, Esq., Q.C.	10 days	G. H. E. Rundle.
Hythe	Monday, April 13	Robert John Biron, Esq.	8 days	W. S. Smith.
King's Lynn	Thursday, April 16	D. Brown, Esq., Q.C.		F. G. Archer.
Leeds	Saturday, April 11	J. B. Maule, Esq., Q.C.	10 days	Charles Bulmer.
Newcastle-on-Tyne		W. D. Seymour, Esq., Q.C.	14 days	John Clayton.
New Windsor	Monday, April 13	A. M. Skinner, Esq., Q.C.	10 days	Henry Darvill.
Poole	Tuesday, April 14	Arthur Collins, Esq.	10 days	G. B. Aldridge.
Scarborough	Monday, April 20	Alfred W. Simpson, Esq.	10 days	John J. P. Moody.
Southampton	Monday, April 13	Thomas Gunner, Esq.		Ed. Coxwell.
Stamford	Friday, April 17	The Hon. E. C. Leigh	10 days	John Torkington.
Sudbury	Wednesday, April 29	Thomas H. Naylor, Esq.	14 days	Robert Ransom.
Walsall	Wednesday, April 15	W. J. Nelson Neale, Esq.	10 days	Samuel Wilkinson.
Wigan	Wednesday, April 29	Joseph Catterall, Esq.		Thomas Heald.

COUNTY COURTS.

BATH COUNTY COURT.

Tuesday, March 31.

(Before C. F. D. CAILLARD, Esq., Judge.)

RUSSELL *v.* THE GREAT WESTERN RAILWAY COMPANY.

Carriers of passengers—Delay—It is necessary, to render carriers responsible for delay in the running of trains, to show wilful misconduct.

Bartrum represented the plaintiff and *Wightman Wood* the defendants.

His HONOUR said: The plaintiff in this action seeks to recover from the defendants a sum of 9s. 4d., for breach of contract, by delay of train under the following circumstances: He is a commercial traveller, residing at Bath. On the morning of the 29th Oct. last he took a second-class ticket in the usual way at the defendants' Bath station for Abingdon. According to their time tables for that month, which were put in evidence on his behalf, the train for which he was booked was to start at seven minutes past eight, and to arrive at Swindon at five minutes to nine; and there was another train to leave Swindon at a quarter-past nine, and to be at Didcot at twenty minutes past ten a.m. Then there was again another train to leave Didcot at twenty-five minutes past ten and to be at Abingdon at fifty-five minutes past ten a.m. The plaintiff stated that the passengers for the north stations and Abingdon had to change at Swindon, and that he did so; that the train into which he changed does not go beyond Didcot; that he had often travelled by that train for a great many years; that the usual time at which for some while past he had arrrived at the latter place was twenty minutes past ten in the morning; that, according to his experience, the 10.25 train for Abingdon from Didcot waited for the train due at 10.20 at Didcot, and that he had never before the morning in question missed the 10.25 train. On that morning, however, there was a delay at Swindon in the starting of the train for Didcot. How long that delay was the plaintiff could not exactly tell, but I think it may be inferred it was some noticeable delay. He was informed at Swindon there had been a collision on the line, and he attributed his leaving late to that fact. He stated this in answer to a question from the defendants' counsel. There was, also, a delay in the progress of this train at some station before Wantage, between Swindon and Didcot; and the plaintiff saw that a damaged engine caused the obstruction. In the result the train arrived at Didcot at about 11 o'clock a.m., when he found that the 10.25 train for Abingdon had left. According to the time tables there was then no train for Abingdon until 1 o'clock p.m. Thereupon, having business engagements of an important nature at Abingdon that morning for the house which he represents, he posted thither from Didcot, the distance being seven posting miles. He paid 9s. for the fly and driver and 4d. for a turnpike—the 9s. 4d. sought to be recovered. On cross-examination he admitted most frankly and fairly that he was well acquainted with the paragraph headed "train bills," which is on the cover of the time tables, and to which I shall refer more at length, and he also said he was aware that the train he wished to catch comes from London to Didcot, and goes thence to the north. The ticket issued to the plaintiff had on it the words "Bath to Abingdon, second class, issued subject to the conditions stated on the company's time bills." The paragraph above-mentioned—so far as it is material for the present case—is in these words, "Train Bills. The published train bills of this company are only intended to fix the time at which passengers may be certain to obtain their tickets for any journey from the various stations, it being understood that the train shall not start from them before the appointed time; but the directors give notice that the company do not undertake that the trains shall start or arrive at the time specified in the bills; nor will they be accountable for any loss, inconvenience, or injury, which may arise from delays or detention, unless upon proof that such loss, inconvenience, injury, delay, or detention, arose in consequence of the wilful misconduct of the company's servants." This paragraph or conditional clause is printed on page 100, as well as on the cover of the time tables put in. The plaintiff alone gave evidence on his own behalf, and at the conclusion of his case it was pressed on me, with much ability, by Mr. Wightman Wood, the defendants' counsel, that there should be a nonsuit. It is obvious, that small as is the amount involved in this case, the principles upon which it is to be decided, one way or the other, are of the utmost importance to the railway companies, and to the innumerable travellers by rail; to the companies on account of the enormous cost which would be thrown upon them by the multiplicity of sums of more or less amount, which they would have to pay were they to be made liable in every instance for want of punctuality in their trains, and to travellers if they were to be without redress, and at the absolute mercy of the companies, however the delay might be occasioned, with all its many vexations and injurious consequences. For the plaintiff it was contended that there was a contract to convey him within a reasonable time of the hour named in the time table, and that if the collision at or near Wantage was caused by the negligence of the company's servants, then he ought to recover, but not if by a mere accident. For the defendants it was urged first that, if there was a contract at all it was upon the footing of the paragraph or clause on the cover of the time tables or book, and that, therefore, it was for the plaintiff to show there had been wilful misconduct on the part of the company's servants, but none had been shown. Secondly that there was no contract—the time book being a notice for the convenience of the public, and nothing more. From this latter proposition I entirely dissent. It is contrary to the principles laid down by the authorities bearing on the whole subject before me. With the defendant's first proposition, however, which is in strict accordance with those principles, I as entirely agree. In the absence of any special contract, there would be between travellers and the railway companies, who hold themselves out as carriers of passengers, an implied contract by the companies to convey within a reasonable time. And even supposing the time tables were not actually part of the contract, I think they might fairly be deemed *primâ facie* evidence of what is reasonable time in the particular instance. Then, further, the company would not be liable for delay arising from inevitable accident, but would be for delay proceeding from the negligence of their servants. But there is a special contract where the ticket issued to the passenger by a company, refers to bills or tables, which, besides indicating the hours of the departure and arrival of the trains, contain a clause for the protection of the company. These hours or times are then directly adopted into the contract, and this is so far in favour of the passenger; but then the protecting clause is also adopted into it, and that is, of course, for the benefit of the company. In the present case, the question whether the passenger had notice of the protecting clause does not arise. He admits that he had. It is well to observe, nevertheless, that his denial of it would have been of no avail. If notice be denied, and the train bills not put in, then where would be the evidence of the contract to convey within a reasonable time with reference to those bills? And if they are put in, then inevitably the clause protecting the company comes in also as part of them. On this point the case of *Hurst* v. *The Great Western Railway Company* directly applies, as does that of *Von Toll* v. *The South-Eastern Railway Company*, to show that notice would be inferred. It must be borne in mind that the Railway and Canal Traffic Act 1854 does not apply to passengers, so that neither can the reasonableness of the protecting clause be questioned; nor is it necessary that the special contract should be signed by the passenger. The particular clause not only negatives any guarantee or undertaking by the company for the starting or arrival of the trains at the time specified in the bills, but throws upon passengers, and so upon the present plaintiff, in order to fix the company with liability for delay, the proof that it arose from the wilful misconduct of their servants. Thus the question is, has such proof been adduced? To this I am clearly of opinion there can only be a negative answer, and therefore that a nonsuit must be entered. To show want of punctuality is not enough, to show negligence is not enough; nor would the showing of either shift the burden of proof which is upon the plaintiff, who has to establish against the defendants that the delay was occasioned by the wilful misconduct of their servants. Whether, apart from what I hold to be the existing law, this be right, is another matter. If I am wrong in my view of the law, the error can be pointed out by a superior court; but if my opinion be correct, and there be any undue hardship on passengers, then this can be remedied only by legislative interference. The authorities from which my deductions are chiefly drawn are *Denton* v. *The Great Northern Railway Company* (25 L. J. 129, Q. B.), *Van Toll* v. *The South Eastern Railway Company* (31 L. J. 241, C. P.), *Hurst* v. *The Great Western Railway Company* (34 L. J. 264, C. P.), *Zunz* v. *The South Eastern Railway Company* (38 L. J. 209, Q. B.), *Glenister* v. *The Great Western Railway Company*, decided in the Queen's Bench 11th Nov. 1873, on appeal from the County Court at High Wycombe. My attention has been called to some decisions in the County Courts bearing upon the subject in question, and especially to the well-known case of *Forsyth* v. *The Great Western Railway Company*, which are apparently favourable to the plaintiff. I have only to observe that the circumstances in these several cases differ from the circumstances in the present one; and notably (as I was informed by the defendants' counsel) that since the decision in *Forsyth* v. *The Great Western Railway Company* the protecting clause in the time-tables of that company has been altered by the insertion of the words "Wilful misconduct."

Nonsuit with costs, accordingly.

CHESTER COUNTY COURT.

Thursday, April 2.

(Before R. VAUGHAN WILLIAMS, Esq., Judge.)

GILBERT AND OTHERS *v.* PICKERING AND ANOTHER.

Friendly societies—Indebted treasurer dying—Liability of executors and sureties.

THE plaintiffs, who are trustees of the court Defence, 938, of the Ancient Order of Foresters, which meets at the Crown inn, Four-Lane-Ends, Tarporley, sued the defendants, who are the executors of the late Mr. Parkinson, formerly the treasurer of the court, for £37 7s. 1d., balance of an account said to be due to them.

Hilton, barrister (instructed by *Cawley*), appeared for the plaintiffs.

Cartwright for the defendants.

The late Mr. Parkinson acted as treasurer to the court up to the 26th Feb. 1873, when he was indebted to the court in the sum of £83 1s. 1d. After his death the business of the Crown inn was carried on by his widow and his son Enoch Parkinson, and at the first meeting of the club after the death of his father, it was decided to appoint him treasurer on condition that he gave sufficient security. On the 29th March, the widow and son gave an undertaking to be responsible for the £81 1s. 1d. According to the Friendly Societies' Act, however, to make them responsible there should have been a bond and sureties, but instead their undertaking to pay was accepted, and they did pay up to the 21st June, a sum amounting to £43 4s., which reduced the balance in hand to the sum of £37 7s. 1d., the amount claimed. On that date they were applied to for payment, and they refused to pay any more.

Mr. Cawley was then instructed and wrote to them demanding payment, but was refused, and as they had taken no steps to prove the will of the deceased, it was proved on the 28th. They were again applied to for the residue of the money, when one of the executors told the secretary that there was nothing to prove for, and he should not prove it.

Hilton argued that as Mrs. Parkinson and her son were executors *de son tort*, they had taken upon themselves the liability to pay; and further according to the 23rd section of the Friendly Societies Act, the plaintiffs had a prior claim in the case of a person holding moneys, dying or becoming insolvent.

Thomas Green, of Eaton by Tarporley, proved that after the death of the deceased an agreement was made with the court by Mrs. Parkinson and her son to continue the office, and her word was accepted. On the Saturday prior to the 21st June, they gave notice to resign, and immediately after they refused to pay any more money.

Cross-examined—The deceased entered into a bond, signed by three sureties, but the court did not apply to them because Mrs. Parkinson undertook to pay.

His HONOUR considered the secretary was right in applying to the widow and son of the deceased before applying to the sureties.

Henry Challinor, clerk to Mr. Cawley, proved service of a notice to Mr. John Pickering to pay the money.

Cartwright, on behalf of the legal executors, said they were desirous of having the matter sifted before they could admit a claim of this description. The action was resisted by the creditors of the deceased, who had no sympathy with a society who had conducted their affairs so loosely as to make an arrangement with the executors *de son tort* at one time and with the legal executors at another.

His HONOUR—What could the parties do if there were no executors appointed under the will? All they could do was to proceed against the effects held by the widow and her son. I think they did the best they could under the circumstances.

Cartwright—That may be.

His HONOUR—What is the use of enlarging on it? Supposing that the will had not been proved. After the appointment of the legal executors, they could not go against the widow and son any longer.

Cartwright then called attention to the fact that the society not only went against the legal executors, but wanted a preference over the other creditors.

His HONOUR said upon this point he was against Mr. Cartwright, who then went on to argue

that it was necessary to renew the bond of the treasurer every year, when he was elected.

His HONOUR, upon this, said that the bond was continuous so long as the treasurer held office, which he did till he died.

Cartwright then proceeded to argue that the estate of the deceased was relieved by the action of the widow and son taking upon them the duties of the office.

After a careful summing up, his HONOUR gave a verdict for the plaintiffs.

WANDSWORTH COUNTY COURT.

Tuesday, March 31.

(Before H. J. STONOR, Esq., Judge.)

MADDISON *v.* BROWN.

9 & 10 *Vict. c.* 93 (*Lord Campbell's*) *Act—Measure of damages.*

Croome for plaintiff.

Smythe for defendant.

His HONOUR.—The plaintiff in the present case (referred to this court from the Court of Exchequer) is the father or administrator of Sarah Maddison, who lost her life through the neglect of the defendant in leaving an excavation or area for a house in course of erection in a highway open and unprotected by any railing or fence. He has sued the defendant under the 9 & 10 Vict. c. 93, commonly called "Lord Campbell's Act," for damages, such action being for the benefit of himself and wife, as parents of the deceased. There was no defence to the action, and the only question was as to the amount of damages. The plaintiff in his particulars claimed £200 for loss of an allowance made by deceased for support of her parents, for loss of goods and wearing apparel (presents received by her parents from time to time), and for funeral and other expenses. It appeared by the evidence that the deceased was a domestic servant, and out of her wages allowed her parents about 10s. a month, say £6 a year, and occasionally made them other presents of goods and wearing apparel. With regard to the allowance it was admitted that the plaintiff was entitled to damages for actual or probable pecuniary loss, but not according to annuity tables, although, after all, such tables must form the only basis of calculation in the present and in most cases subject to whatever deductions ought to be made in respect of the circumstances of each case. In the present case I think that the loss of the parents in respect of the allowance may be fairly estimated at £30. There was little evidence as to the nature or value of the presents made by the deceased to her parents, but I think that there should be some addition in respect of them, and I fix the sum at £5. The counsel for the plaintiff also contended that in estimating the damages the sufferings of the deceased ought also to be considered, and that the plaintiff was entitled to recover the same damages as the deceased herself could have done in this respect, and cited the case of *Armsworth* v. *The South Western Railway Company* (11 Jur. 758), but on reference to that case and the other numerous cases collected in Fisher's Digest, 6089, tit. "Negligence," I find no authority for such a proposition, and that it is, on the contrary, clearly laid down, that compensation can be given to the relatives named in the Act only for pecuniary losses, including reasonable expectations of pecuniary advantage from the relative remaining alive. As to the amount of damages which I have given, I observe that in the case *Franklin* v. *South Eastern Railway Company* (3 H. & N. 211) it was held, that £75 was excessive damages for the loss by a father, through the death of his son, of 3s. 6d. a week, say £9 a year; but the father appears to have been an old man, and the parents of the deceased in the present case are middle-aged. The claim for funeral expenses was properly withdrawn.

Verdict for the plaintiff for £35, with costs.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

BANKRUPTCY — EXECUTION CREDITOR OF TRADER—SEIZURE AND SALE BY SHERIFF.—The 87th section of the Bankruptcy Act 1869, which requires the sheriff to retain in his hands for fourteen days the proceeds of sale of goods of a trader taken in execution in respect of a judgment for a sum exceeding £50, and provides that if no notice of a bankruptcy petition having been presented against the trader be served on him within such period of fourteen days, or if, such notice having been served, the trader is not adjudged bankrupt, "he may deal with the proceeds of such sale in the same manner as he would have done had no notice of the presentation of a bankruptcy petition been served on him," only protects the sheriff and the purchasers of the goods, and does not protect the execution creditor, who is liable to repay the money to the trustee in the event of the debtor becoming bankrupt within twelve months from the date of the sale by the sheriff: (*Ex parte Villars; Re Rogers*, 30 L. T. Rep. N. S. 104. Chan.)

BANKRUPTCY—RE-HEARING—CONTRARY DECISION BY COURT OF APPEAL SINCE ORIGINAL HEARING.—On the 15th March 1873, the Court of Bankruptcy made an order declaring, amongst other things, that the mortgagees of certain leaseholds had a valid charge on the trade fixtures comprised in their mortgage as against the trustee under the liquidation of the mortgagor, although the deed had not been registered under the Bills of Sale Act. On the 25th July 1873, the Court of Appeal in another case decided that an assignment of trade fixtures included in a mortgage of leaseholds to which they were attached, required to be registered under the Bills of Sale Act. The mortgagees became aware of this decision, on the 28th July 1873, and gave notice of motion for a re-hearing of their case on the 21st Nov. 1873: Held (reversing the decision of one of the Registrars) that they were not entitled to a re-hearing. *Quære*, whether a re-hearing would have been granted to them, if they had given notice within twenty-one days of the time when they became aware of the decision effecting a change in the law: (*Ex parte Brown*; *Re Jeavons*, 30 L. T. Rep. N. S. 108. Chan.)

MARRIED WOMAN—DEBTS CONTRACTED BEFORE MARRIAGE — BANKRUPTCY — MARRIED WOMAN'S PROPERTY ACT 1870 (33 & 34 VICT. C. 93), S. 12.—A married woman who has no property belonging to her for her separate use is not liable, under the 12th section of the Married Woman's Property Act 1870, to be made bankrupt. *Quære*, whether a married woman who has property belonging to her for her separate use is so liable: (*Ex parte Holland*; *Re Henage*, 30 L. T. Rep. N. S. 106. Chan.)

BANKRUPTCY—"DEBTS DUE TO HIM IN THE COURSE OF HIS TRADE OR BUSINESS."—Bankers' "marginal notes" (which are contracts that the bankers giving them will pay the amounts represented by them whenever they receive intelligence that the bills, in respect of the discount of which they retain the amounts represented by the marginal notes, have been paid) are not "debts due" to the trader "in the course of his trade or business" within the order and disposition clause (s. 15 sub-sect. 5) of the Bankruptcy Act 1869: (*Ex parte Kemp*; *Re Fastnedge*, 30 L. T. Rep. N. S. 109. Chan.)

EXECUTION CREDITOR—PAYMENTS TO SHERIFF BEFORE LEVY—ACCEPTANCE BY CREDITORS IN PART PAYMENT BEFORE THE BANKRUPTCY—PRESSURE—BANKRUPTCY ACT 1869, SS. 6, 87.—A judgment debtor, to avoid execution, paid part of the judgment-debt to the sheriff's officer. Two days after making this payment, the debtor filed a petition for liquidation, and notice of this was at once served on the sheriff's officer. The day before the petition was filed, the execution creditor told the sheriff's officer that he consented to accept the money paid by the debtor in part payment of his debt, but the payment was not made by the sheriff's officer till two days after the filing of the petition: Held, that there had been no seizure by the sheriff within the meaning of the 5th sub-section of the 6th section, or of the 87th section of the Bankruptcy Act 1869; that there was sufficient pressure by the creditor to support the payment, and that the creditor was entitled to retain the money paid to him by the sheriff's officer. Decision of the Chief Judge in Bankruptcy reversed on fresh evidence, that the creditor had, before the filing of the petition, consented to accept the money paid to the sheriff's officer in part payment of his debt: (*Ex parte Brooke*; *Re Hassall*, 30 L. T. Rep. N. S. 103. Chan.)

DEBTOR'S SUMMONS — DEBT COVERED BY GARNISHEE ORDERS—ACT OF BANKRUPTCY—BANKRUPTCY ACT 1869, S. 6, SUB-SECT 6 AND SECT. 7.—The words in the 6th sub-section of the 6th section of the Bankruptcy Act 1869, which render neglect to "secure or compound for" a debt exceeding £50, for which a debtor's summons has been served, an act of bankruptcy, mean to secure or compound for it to the satisfaction of the creditor. An adjudication of bankruptcy founded on neglect to comply with a debtor's summons issued in respect of a debt exceeding £50 is valid, although the creditor has obtained garnishee orders to an amount exceeding his debt: (*Ex parte Tupper*; *Re Tupper*, 30 L. T. Rep. N. S. 102. Chan.)

TUNBRIDGE COUNTY COURT.

Saturday, March 14.

(Before Mr. Registrar W. C. CRIPPS, sitting as Judge.)

Re J. EVEREST.

THIS was a case respecting a horse transaction, Mr. John Chantler, auctioneer of Southboro', and trustee, seeking to know whether the sale by the debtor of a certain horse to Mr. Edward Doust, corn factor of Tonbridge, shortly before the date and filing of the debtor's petition, was not a valid sale, and that it was fraudulent and void as against the trustee of the debtor. The trustee now moved that the said horse was his property as trustee, and that the purchase money retained by Mr. Doust, in part satisfaction of a debt to him from the debtor, belonged to and formed part of property of debtor, and that such purchase money should be paid by Mr. Doust to the claimant as trustee.

The trustee was represented by *A. Lumley Smith*, instructed by *Stenning*, of Tonbridge, and Mr. Doust, by his solicitor, *Palmer*.

Smith, in stating the circumstances, desired particular attention to be paid to dates, which were very material. On the 18th April 1873, an agreement was come to between the parties whereby this horse, the property of Mr. Everest, was transferred to Mr. Doust. He believed the horse had been offered to Mr. Doust previously, but the gentleman said he had no use for it, and would not have it. But on the 18th April he took it, and unless it could be shown that there was some pressure put by Mr. Doust upon Mr. Everest, it would be nothing more nor less than a fraudulent preference, and came within the 92nd section of the Act. He should prove that pressure had not been put on Mr. Everest by Mr. Doust, and he called the debtor, who said, that on the 26th April 1873, he filed a petition for liquidation. At the previous Christmas he was indebted to Mr. Doust in the sum of £14 odd, and further debts were incurred. Prior to the 18th April he had several letters written him by Mr. Doust, asking him for payment of the account, but those letters he had destroyed, because he did not like to have them about the house. On the 18th April an action was brought against him by Mr. Charlton for £130 odd; a writ was issued and served upon him. The same day he saw Mr. Doust, and arranged for the transfer of the horse in part payment of his claim. At first he said he did not want the horse. He knew Mr. Doust well as a friend. Mr. Doust wrote off £26 9s. 10d., and lent witness £10 the next day. When the horse was transferred no money was paid. He had been pressed by Messrs. Punnett for money previous to the 18th April. He owed them something like £60. At this stage of the proceedings Mr. Doust was called upon to produce his letter book, but he said he kept no copies of the notes he had sent to Mr. Everest by his man. In answer to Mr. Palmer, Everest said that all he had stated to the court he mentioned at the meeting of creditors, which was held in the month of May of last year. The last letter he had from Mr. Doust was pressing him for payment, telling him if he did not it would be put into other hands. When the horse was transferred he gave a receipt to Mr. Doust, and Mr. Doust gave him a receipt. At this time he had not the slightest intention of filing a petition, for he was then receiving help from friends with which he thought he should be able to carry on his business. The £10 was lent him to pay his men. In re-examination witness said Mr. Doust took no security for the £10. Mr. Palmer advised him to file a petition, and he did so at once. He had destroyed every letter pressing him for payment, but he had not destroyed the writ.

Palmer submitted that whatever might have been passing in the mind of Mr. Everest at the time of this transaction, it was quite certain Mr. Doust was an innocent party, and what he had done he was perfectly entitled to do under the Bankruptcy Act of 1869. He had no notice of an act of bankruptcy at the time of this transaction, for the simple reason that no act of bankruptcy had been committed by Mr. Everest. According to sub-sect. 2 of the 194th section of the Bankruptcy Act, any transaction not attended with fraud from beginning to end, and where no notice had been given of an act of bankruptcy, was perfectly good and binding. In support of his argument he quoted *Ex parte Topham*; *re Walker* (L. J. Rep.), and read the whole of Mellish, J.'s judgment, which went to show, he said, that the transaction was a perfectly valid one, even had it been on the morning of the day on which the petition was filed.

Smith, in reply, submitted that the case quoted by Mr. Palmer did not apply, because here, he contended, there was no evidence of pressure, and a most remarkable fact was that Mr. Doust had not been called to support that part of the case. Was it likely that a man pressing another for payment would lend him £10 without security the next day.

The REGISTRAR, in delivering judgment, said he had no doubt whatever about the order which should be made. The dates were very important, when it came to be considered whether this was a *bonâ fide* transaction or not as between the debtor and Mr. Doust. It seemed a very odd thing that the debtor should have destroyed the letters for the reasons given, and it was equally odd that Mr. Doust did not keep copies of the letters sent to a person owing him money and threatening him

with proceedings. Mr. Doust had not even ventured to go into the box, and he (the learned registrar), was clearly of opinion that the transaction was nothing more than an attempt to secure Mr. Doust, Everest, the debtor, contemplating at the time going into liquidation. There could have been no pressure, or Mr. Doust would not have lent the debtor £10 the next day. He was clearly of opinion the trustee was entitled to the money—the price of the horse—and also his costs as against Mr. Doust.

Palmer applied for an appeal, which was granted.

Re EVEREST (Second motion).

THIS was a motion supported by *Meadows White*, solicitor, instructed by Messrs. *Gorham* and *Warner*, to try the title of Mr. Hope Constable, a builder and brickmaker, of Penshurst, against Mr. Chantler, the trustee of a certain sum of money amounting to £202 17s. 10d., which was in the hands of Mr. Samuel Morley, M.P., until the 1st Dec. 1873, and afterwards deposited in the bank by his solicitors, Messrs. Gorham and Warner. The trustee was again represented by *A. L. Smith*.

In stating the case, *White* said Mr. Morley, a well-known gentleman, determined upon building some schools at Leigh, and Mr. Everest, debtor, was employed to build them in July 1872. Of course Everest wanted bricks with which to build these schools, and he accordingly applied to Mr. Constable on the 2nd Aug. asking the price of kiln, clamp, and other bricks and sand, to which Mr. Constable replied on the 4th, giving the price, and stating that an arrangement would have to be made as to payment. An agreement was prepared by Mr. Constable, which Everest accepted, the terms being that Mr. Caley, who was Mr. Morley's agent, should always retain a sufficient balance to pay for these bricks, at the close of the works, Mr. Constable to give him notice every month how the account stood. To this arrangement Mr. Caley consented verbally and by letter. Bricks were supplied, and every month Mr. Constable wrote to Mr. Caley telling him how the account with Everest stood. On the 11th April it amounted to £202 17s. 10d. On the 26th of the same month Everest filed his petition for liquidation, and then the question came whether the debt was in the order and disposition of Mr. Everest, or, whether Mr. Constable should be paid. In equity Mr. Morley was prevented from disposing of the sum to Mr. Everest, and Mr Everest by his agreement was prevented from receiving it. In equity therefore it was not in the order and disposition of Everest, and both Mr. Morley and Mr. Caley would have failed under those circumstances in their duty had they paid it over, and were bound in equity to retain it. He did not think it necessary to cite authorities upon this point, for it was a principle so well understood, and it was perfectly clear that this was a *bona fide* case, for Mr. Constable would not part with a brick until he had the agreement, and the security. Mr. Morley had been examined on the subject, at a previous hearing, and he was again present to answer any question which might be put to him.

Smith said he had an objection to that agreement, and it was decided that before proceeding further the opinion of court should be taken upon that objection. It was perfectly clear that all parties were acting in a *bona fide* manner, and the only question was whether Mr. Constable was entitled to the £202, and be placed in a better position than the other creditors. The agreement of the 6th Aug. was nothing more nor less than an order by a creditor to a third party to pay the second party a debt—it was an order by Mr. Everest to Mr. Morley, through Mr. Caley, to pay a debt due to Mr. Constable. Assuming the order was not conditional and assented to by the debtor, of course that was irrevocable. In the case of *Shellard, Re Adams* (29 L. T. Rep. N. S. 621), this point was discussed.

White said that the case referred to was with regard to a bill of exchange, and in no way applied to the one before the court.

The learned REGISTRAR said he also could see a great distinction, and he overruled the objection.

Mr. Constable was then called, and he corroborated in detail Mr. White's statement of facts.

Smith, in addressing the court on behalf of the trustee, said the true criterion in this case was to consider the position of parties on the 20th Nov. 1873. Supposing that the trustees had on the 21st Nov. sued Mr. Morley for the £202, Mr. Morley would have had no defence to the action. On that date Mr. Morley had the whole of this money in his hands, and it was beyond all doubt that on his behalf the work had been executed. The defence seemed to rest upon this—whether or not upon the documents there was such an irrevocable assignment of this debt by Everest to Constable. He was perfectly free to admit that an order had been given by Everest to Mr. Morley to pay over to the third party, Mr. Constable, and by the letter of the 14th Sept. Mr. Cayley, the agent, conditionally assented to that. This money had to be paid on or before Christmas 1872, the time in which it was contemplated the building would be finished. He contended that judgment should be entered for the trustee, so that Mr. Constable should go in *pari passu* with the other creditors, and not take the whole *corpus*, which he now sought to obtain. Supposing an action had been brought against Mr. Morley, he would have had no defence, and therefore the trustee would be entitled to the whole amount.

White submitted that supposing an action had been brought in the way mentioned, Mr. Morley would have had a perfectly good defence, for there was not only the agreement but the letters. Then the trustee would have no *locus standi* in such an action. Property equitably assigned would not pass under the bankruptcy at all.

The learned REGISTRAR said that to his mind this was a very clear case. The learned counsel for the trustee had argued the question as to whether Mr. Morley would have any answer to an action which might be brought by the trustee for the recovery of this money, but it was perfectly clear under the Bankruptcy Act that, supposing an action were brought against Mr. Morley, that gentleman might have come to this court and asked for the action to be restrained, and that the court would deal with the question entirely upon equitable principles. This the court would have an undoubted right to do, in order that complete justice should be done in all matters arising out of any bankruptcy. That being so, he thought Mr. Smith's argument fell to the ground. He had no doubt whatever but that the agreement, and the subsequent transactions, constituted a valid equitable assignment to Mr. Constable, who, subject to Mr. Morley's costs being provided for, was entitled to an order.

White applied for Mr. Constable's costs, and, after some argument, it was agreed that the costs should follow the event, and that Mr. Constable's costs should be costs as against the estate.

LEGAL NEWS.

THE new Assistant Judge has been early put to proof of his capacities. At the Middlesex Sessions, which ended last week, it was his task to try the longest case that has come before the court for twenty years. It occupied four days. After an elaborate and able summing up, the prisoner was convicted and sentenced to five years of penal servitude.

OF 700 male convicts once in state prison at Auburn, 600 were there for crimes committed under the influence of liquor; 500 of whom testified that using tobacco was the beginning of their intemperate habits.

CRIMINALS AS WITNESSES.—Under the criminal code, which has just passed the General Assembly of Chicago, and only wants the signature of the government to become a law, criminals are allowed to testify in their own behalf.

A Nevada judge, after the jury had been impaneled, and counsel ready to proceed, pulled out a revolver and judiciously remarked "If any man goes frolicking around the court-room during the trial of this case, I shall interrupt him in his career." The strictest decorum prevailed.

JUDGE FOX, judge of the 11th District of Arkansas, recently committed Mr. Aldridge, a lawyer, to gaol for contempt of court. He was imprisoned for ten days, and on his liberation he armed himself with a shot-gun, and went in search of the judge. Meeting him in the street, Aldridge exclaimed, "Now, Judge Fox," and fired. The judge fell dead. This is the second judge who has been assassinated in Arkansas within the last six months.

EASTER TERM.—On the re-opening of the common law office yesterday the lists of arrears in the three courts were exhibited for the ensuing term, commencing on Wednesday next. There are, in the Queen's Bench, as many as 71 rules in the new trial paper for argument, and 49 in the special paper, and one for judgment, and of enlarged rules only four. In the Common Pleas there are 27 new trial rules—six in the peremptory paper, three cases standing for judgment, and 32 matters in the special paper. In the Exchequer there are three rules in the peremptory paper, while of new trials there are three for judgment and 30 for argument. In the special paper there are three for judgment and 44 for argument, consisting of demurrers and special cases. The Chancery arrears, which have not been published, are somewhat considerable, and with the applications arising out of the recent circuit, Easter Term is likely to be one of activity.

MULTIFARIOUS LEGISLATION.—We extract from the *Times* of Monday last, the following letter from Mr. Charles Ford. "Sir,—As evidence that our present system of legislation is not complained of without reason, allow me to direct attention to the following:—A short Bill affecting solicitors and their articled clerks was recently introduced into the House of Lords. About the same time a still shorter Bill affecting solicitors, with one section relating to bills of sale, was introduced into the House of Commons. A third measure relating to bills of sale only was, about the same time, also introduced into the House of Commons. Surely these three short measures are not to become separate enactments when the whole subject-matter might with advantage be comprised in one statute."

MR. JAMES BROUN, of No. 3, Harcourt-buildings, Temple, who has been disclaimed by various other members of the Bar similarly titled, reappeared at Guildhall, charged with an unprovoked assault in Fleet-street. Medical certificates were put in from Dr. Gibson, of Newgate, stating that he was of unsound mind. Sir Thomas Dakin decided to send him to the union for safe custody, and the prisoner made no objection beyond asking if he could go before the Lunacy Commissioners.

THE NEW LAW COURTS OF JUSTICE.—The sum to be voted for the year ending 31st March 1875, for the new Law Courts is £78,800., being an excess of £10,000 on the preceding year voted.

CODE OR DIGEST.—"A Barrister," writing to the *Times* upon this subject, observes that "We seem to be as far now from obtaining a code, or even a digest, as ever. The Judicature Act has been passed, and a few workmen have even begun to appear on the site of the new law courts." "Surely," the writer observes, "it is time to begin the remaining great work which is so much wanted to free the law from obscurity, and to complete the fusion of law and equity." He trusts "the subject will not be allowed again to sleep, and that the work of codifying the law, or at least, of digesting it, may soon be seriously taken in hand." He adds, "I believe all are agreed that the difficulties and magnitude of the work are not insuperable, and all that is required is money and good workmen," and he warns us against resting satisfied "with the mere republication of the existing statutes, for however excellent the work may be done in itself, the main faults of our legal system will be left as rife as ever."

DR. KENEALY.—On Tuesday night a public meeting was held at Cambridge Hall, Newman-street, Oxford-street, "for the purpose of expressing sympathy with Dr. Kenealy in the persecution he was now suffering in connection with his defence of the Claimant at the late trial in the Court of Queen's Bench." The hall was densely crowded in every part. Mr. G. Skipworth occupied the chair, and was loudly cheered upon taking his position. The chairman, in opening the proceedings, having briefly referred to the treatment he had personally experienced from the Lord Chief Justice, said he felt great regret that no public effort had yet been made to obtain the release of that unfortunate man who was now unjustly languishing in prison, and whom he believed to be perfectly innocent of all that had been laid to his charge. Mr. Skipworth concluded a speech lasting more than one hour amid loud cheering, with a few expressions of dissent. The secretary of the Kenealy Fund read a list of contributions which have been received up to the present time. He also stated that the amount now owing to Dr. Kenealy for fees in connection with the late trial was 1300 guineas. Mr. Gibson moved the following resolution:—"That the thanks of this meeting be tendered to Dr. Kenealy, Q.C., for his eloquent, legal, able, and fearless assertion of his client's rights as displayed by him in conducting the defence in the late Tichborne trial; also that this meeting expresses its feelings of repugnance at the one-sided manner in which the late Government conducted the prosecution." Mr. Guildford Onslow, on rising to second the resolution, was greeted with loud cheering. He said he was now able to speak without having the fear of the Lord Chief Justice before him, and he would take this the first opportunity of expressing his firm conviction that the unfortunate man now languishing in prison was the real and veritable Sir Roger Tichborne. He said the prosecution was wicked, the trial a farce, and the verdict and sentence most unjust. The immediate object of this meeting was to do honour to Dr. Kenealy, one of the most able and honest men at the English Bar. He considered the Bar of the Oxford Circuit had disgraced itself by its recent treatment of Dr. Kenealy, especially pending the inquiry about to be instituted by the Benchers of Gray's Inn. He contended at some length that the Claimant had not received a fair trial, and that, as every unprejudiced person acknowledged, in face of the evidence, there was a reasonable doubt, the Claimant ought to have received the benefit of the doubt. Several other speakers having addressed the meeting the resolution was carried almost unanimously.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.

THE LODGERS' GOODS PROTECTION ACT.—I beg leave to offer a few observations and remarks which perhaps, if made public, may be thought of sufficient importance to cause either an immediate amendment or repeal of the above Act. Rent may be defined to be a return of the profits which a lessor reserves to himself on parting with for a time, his estate or part of it, and which profits are payable to him by the lessee in respect thereof, according to the terms and nature of the tenure. As rent is a profit issuing out of the land or property leased for a time, and as distress is a remedy for its recovery, and originally substituted for an entry on and possession of the land or property by the lessor, it follows that in the application of the remedy it is to the land or property itself that the distrainor must look, and not to the person of the lessee, for his claim is not in respect of the person in possession of the premises, or owning the effects there, but in respect of the premises alone. It has therefore been considered, as a general rule, that the party entitled to the rent in arrear may distrain on the premises, out of which the rent issues in whosesover possession they may be at the time of distress, whether in that of the original lessee, assignee, undertenant, or lodger, or several tenants in common, and may take, subject to certain restrictions, whatever chattels or effects are found there, whether they belong to the lessee or to any other person. The necessity of this rule is obvious when it is properly considered by what varieties of fraud and collusion the rights of the lessor may otherwise be, and unfortunately are now generally known to be, defeated by being restricted in his remedy by distress, to the possession and goods of his immediate lessee only, goods, by the bye, which it is impossible for the lessor to know without the lessee points out the same to him, which he is not compelled to do. And it seems to have been forgotten that a lodger or sub-tenant is not only protected by a legal remedy against his immediate landlord for any damage, loss, or injury, he may sustain, through his property being distrained and sold to satisfy a claim for rent due to the superior landlord, and that he can also take the law into his own hands and set-off future rent due by him in discharge of such damage or loss. And if it be said that as most persons seized upon for rent are nearly insolvent, the remedy of a lodger or other under-tenant is therefore practically nil. Admitting such to be the case, it is respectfully asked, Is it right?—Is it just?—that the superior landlord, entirely an innocent party, should therefore be made the victim of pecuniary loss, and deprived of a remedy which, from time almost immemorial, the law, for the benefit of society, as much as for himself, has afforded him? In good faith a landlord lets his property even with a proviso that the same shall not be underlet, in defiance of which, however, it is not only wholly or partly let out by the tenant, but rents are received by him from the lodgers, and notwithstanding which he fails to pay the rent due from himself to his landlord. Surely in a case like this the law is at fault if the lodger or other under-tenant has not an immediate and summary remedy for such a deliberate act of dishonesty and injustice both to his lodger and his landlord by a summons before a magistrate. Surely the party guilty of such a two-fold wrong should suffer punishment, and not the superior landlord, who perhaps is not even aware his premises have been underlet. It is to be regretted that lodgers and others, generally speaking, are too negligent in making proper inquiries as to the respectability and solvency of the parties with whom they may be going to lodge, they have often only themselves to blame for the loss of their goods, which they so heedlessly place in jeopardy. But landlords, generally speaking, do not take advantage of this, nor have the goods of the lodgers been taken by landlords so frequently and to such an extent as many people imagine; in most cases there has been a special reason for taking them, one of which, perhaps the most frequent, is that the lodger himself is considerably in arrears, and the cause why his landlord cannot pay. It has been asked in what respect rent differs from any other debt. As before intimated, the landlord transfers or divests himself of his property for a certain time, upon agreed periodical future payments, called rent, to the tenant or hirer, who thus effectively has the entire use of the property for the time being, and upon default in making the payments agreed upon certain effects found upon the premises can be legally taken, first, as a pledge, and, after continued default, can be sold to satisfy such claims or rent. And it is here submitted that the lessor has properly no common law right of proceeding for the recovery of such payments or rent, as a debt, unless he has reserved to himself an additional right of doing so in the lease or agreement. He is bound to exhaust the legal remedy specially provided by Act of Parliament for the purpose before resorting to other remedies. In other cases whereby debts, properly speaking, are incurred, there is an absolute sale of the property for a certain sum, either for cash or upon credit, and whereby it entirely belongs to the purchaser, and in the event of that sum not being paid it becomes a debt, for which the debtor must first be personally sued, and it is only after and under a judgment his goods can be seized to satisfy such debt. It has also been asked why the landlord should be protected more than the butcher or the baker? The answer is easy. The landlord is not so well protected, from the nature of the case, as the tradesman. The latter can stop credit, and avoid further loss, at any time he pleases, whereas the former has to wait for the expiration of the tenancy, which may be for a long period, or to determine same by a notice to quit; his loss is, therefore, a continuing one. Again, complaints have been made that the law makes the landlord "judge, jury, and executioner in his own case." I answer the tenant is none the worse off for that, he is nevertheless well protected. The landlord must conform strictly to certain statutory enactments, constituting the law of distress; he is seriously liable for any wrong he may do, and if he appoints another person to act for him, he is *prima facie* liable for his acts in case of an irregularity or his illegally conducting the distress. At the same time, a great advantage to the tenant must not be overlooked, the landlord has the power to, and can be lenient; he can also allow further time to his tenant for payment, and he can also forego the whole or a portion of his rent, according to circumstances; whereas if the case is in the hands of the sheriff or the County Court broker, leniency, forbearance, and discretion are then out of the question, the law must be carried out to the very letter. Again, it is stated that the law of distress and brokers are both objectionable; but why? Look to the causes, and let persons requiring the attention of either broker or sheriff at least be decent and not speak unkindly of persons on whom society imposes unpleasant offices. And, again, how is it that lawyers so frequently employ brokers to act and distrain for them and their clients, notwithstanding they have, as they imagine, a common law right or remedy to sue for the rent as a debt? Are not the reasons obvious? Do not lawyers practically know that the process of recovery in either case is effectively the same, but that the remedy of distress is not only less oppressive and costly to the poor tenant, but attended with little or no expense to, it may be, the poor landlord? Of course, in cases with wealthy clients, a suit in the Superior Courts of law is recommended as a matter of business, and in nine cases out of ten justly preferred to the County courts, because in the former judges are learned in the law, are not above consulting, when necessary, the Acts of Parliament, and are most anxious to adjudicate in conformity therewith, whereas in some of the latter courts decisions are given not only contrary to law and equity, but apparently at the whim and fancy of the gentlemen presiding there. Again, if we occasionally read of cases in which the law of distress has been abused, it is principally the fault of landlords employing improper persons; but are not such to be found in all trades and professions? Is the law to be despised because some persons professing it exhibit a minimum of legal wisdom, want of professional skill, and sometimes misconduct in carrying it out, whereby their clients often lose their suits and are mulct in costs. But even for such errors of landlords, a remedy presents itself; there can be no reason why persons acting as brokers or agents for the recovery of rents, should not be compelled, like appraisers or auctioneers, to take out a licence or certificate and be liable to a penalty for acting without one. It would be more satisfactory to the public, and at the same time afford a check upon flagrant misconduct for which a renewal of the licence or certificate might be suspended, or altogether refused, according to circumstances. Upon perusal of the Lodgers' Goods Protection Bill (as amended in the Select Committee) I find it differs from the Act itself by the omission of the word "under-tenants." The Act is also without an interpretation clause which is to be regretted, because although the word lodger is very familiar, it is one which it appears is not generally understood, and our dictionaries afford us little or no assistance. For instance, is a servant a lodger within the meaning of the Act, no rent being paid for the rooms he occupies? Are persons living in model lodging houses lodgers or under tenants? A person takes a house, and lets it out in rooms or tenements, living elsewhere himself; are the several occupants, some of whom do and do not sleep there, all lodgers or under tenants within the meaning of the Act? Again, are tenants or holders of offices, let-out manufacturing business premises, stables, workshops, factories, &c., to be considered lodgers or under tenants, and does the Act apply to and protect such parties? Or does the Act only apply to lodgers properly so called, that is to say, to persons who for a time live and sleep in the part of the premises they occupy or hire, the other part being occupied by the landlord, and in which he also dwells and sleeps? It would appear from the omission in the Act of the 14th clause to be found in the Bill, namely, "This Act shall not apply to any lettings other than those of dwelling-houses, and of rooms let for the purpose of lodging," that the Act is therefore intended to and shall apply to any lettings other than those of dwelling-houses and of rooms let for the purposes of lodging. Is this so? Again, if the distress is for an amount above £15, can a magistrate deal with it under the Act (see 2 & 3 Vict. c. 71, s. 39). And in case of a tenant being in arrears of rent due to his landlord, has the superior landlord a claim on the lodger for the payment of his current and future rent, as it accrues due, on account of the arrears due to him by the lodger's landlord? And, if so, upon the refusal of the lodger to pay same, how is it to be recovered? A portion of the first section of the Act likewise creates a difficulty. The rent owing by the lodger, if sufficient, is to be taken by the broker in satisfaction and discharge of the entire claim upon the tenant by the superior landlord, and the distress being thus satisfied, is legally ended. But is a payment by the lodger amounting only to a part of the amount owing to the superior landlord to be taken by the broker on account of and in part payment of the amount distrained for and due to the superior landlord? If so, the distress will become void, for if the broker or landlord takes a part of the amount distrained for, he then upsets the distress, and must therefore withdraw, and the law will not allow him to enter again to distrain for the balance, he must also lose the costs which have attended the distress. Again, if the broker receives the amount, he must dispose of it under the Act, and thereby nullify the distress, and on the other hand if he refuses to take it, he is both liable to an action at the suit of the lodger and amenable to a magistrate. It seems that the observations made by Lord Salisbury at the passing of the Act were justifiable, namely, "that without in any way sympathising with the object or urging the necessity of any alteration in the present law, he objected to any change being made upon so hurried and imperfectly defined a plan which characterised private Bills generally," and which he described as small hour legislature. Upon the whole it seems the more the Lodgers' Goods Protection Act is investigated, the more unsatisfactory and partial it appears; it is altogether a fair specimen of legislative trifling, and the result of ignorance of practical experience upon the subject.

JAMES FERGUSON.

CLERKS OF THE PEACE AT PETTY SESSIONS.—SIR,—Enclosed I forward draft of two clauses which I should like to see inserted in the proposed new Act of Parliament. It is not unusual for one Clerk of the Peace, or his partner or his clerk, to appear for a prisoner, and if committed for trial, of course, afterwards to draw the indictments. You will easily perceive what an injustice might be occasioned.

A COUNTRY SOLICITOR.

The following are the clauses referred to:—

"That no attorney, or other person, acting as clerk to an attorney or firm of attorneys, shall be heard in any court of petty sessions, or in any county court, on behalf of any client of such last-named attorney or firm of attorneys."

"That no clerk of the peace, or his partner, or any clerk in his or their employ, or any clerk or partner of any justice's clerk shall be heard on a prosecution or in a defence at any petty sessions for the district for which he is such clerk of the peace or justice's clerk."

LAW SOCIETIES.

UNION SOCIETY OF LONDON.

AT a meeting of this society to be held on Tuesday next at the rooms of the Social Science Association at half past seven, Mr. Charles Ford will move a resolution to the effect that the rules of the Inns of Court affecting solicitors desiring to be called to the Bar require modification, and that greater facilities should be afforded to barristers desirous of becoming solicitors.

THE BIRMINGHAM LAW STUDENTS' SOCIETY.

AT a meeting of this society held on Tuesday evening last, Mr. A. D. Bolton, barrister-at-law, presiding, the following question was discussed: "Is a mortgagee entitled to more than six years' arrears of interest upon a bill being filed by the mortgagor for redemption." Mr. A. Canning led in the affirmative, and was supported by Messrs.

David Hadley and W. H. Warlow; Mr. F. W. Lowe replied, and was followed by Messrs. Blakeway and F. Smith. After the chairman had summed up the votes were taken and found to be in favour of the affirmative.

LAW ASSOCIATION.

AT the usual monthly meeting of the directors, held at the Hall of the Incorporated Law Society, in Chancery-lane, on Thursday, the 2nd inst., the following being present, viz.:—Mr. Steward (chairman), Mr. Burges, Mr. Drew, Mr. Kelly, Mr. Masterman, Mr. Sidney Smith, Mr. Styan, Mr. Thomas, Mr. Tylee, Mr. H. Vallance, Mr. Williamson, and Mr. Boodle (secretary). A grant of £50 was made to the widow of a member, and two grants amounting to £17 were made to the daughters of two non-members. The annual general court was fixed for the 28th May.

THE COURTS AND COURT PAPERS.

SITTINGS AND CAUSE LIST IN AND AFTER EASTER TERM.

Common Law Courts.

Court of Queen's Bench.

SITTINGS IN BANCO.

Wednesday . April	15	Motions and new trials
Thursday	16	Ditto
Friday	17	Ditto
Saturday	18	Ditto
Monday	20	Enlarged rules, motions, and new trials
Tuesday	21	Special paper
Wednesday	22*	Motions, new trials, and Crown paper
Thursday	23	Motions and new trials
Friday	24	Special paper
Saturday	25	Crown paper
Monday	27	Motions and new trials
Tuesday	28	Special paper
Wednesday	29*	Motions, new trials, and Crown paper
Thursday	30	Motions and new trials
Friday	May 1	Special paper
Saturday	2	Crown paper
Monday	4	Motions and new trials
Tuesday	5	Ditto
Wednesday	6	Ditto
Thursday	7	Ditto
Friday	8	Ditto

* On these days the Court of Queen's Bench will sit in two divisions, when motions are excluded.

SITTINGS AT NISI PRIUS—IN TERM.

Middlesex.		*Middlesex.*	
Thursday	April 16	Thursday	April 30
Thursday	23		

No London sittings this Term.

AFTER TERM.

Middlesex.		*London.*	
Saturday	May 9	Wednesday	May 13

NEW TRIAL PAPER.

For Argument.

Moved Michaelmas Term, 1872.

LONDON—Ionides v. Pender and another (part heard) [Hannen, J.—*Mr Butt*

BRISTOL—London and South-Western Bank v. Williams [Mellor, J.—*Mr Lopes*

Moved Hilary Term, 1873.

MIDDLESEX—Angel v. Collins [Mellor, J.—*Mr M Chambers*

LONDON—Parker v. The Imperial Royal Azienda Co. [L. C. J.—*Mr Day*

LONDON—Morrison v. Thompson [L. C. J.—*Sir J. Karslake*

LONDON—Corry v. Patton [L. C. J.—*Mr H. Matthews*

MANCHESTER—Taylor v. Greenhalgh [Mellor, J.—*Mr Pope*

MANCHESTER—Pendlebury v. Same [Mellor, J.—*Mr Pope*

MANCHESTER—Pearson v. Johnson and another [Mellor, J.—*Mr Pope*

LIVERPOOL—Batcheldor v. Lancashire and Yorkshire Railway Company [Lush, J.—*Mr Herschell*

Tried during Term.

MIDDLESEX—Smith v. Palmer [Lush, J.—*Mr Salter*

MIDDLESEX—Tuson v. Parkhouse [Lush, J.—*Mr Day*

MIDDLESEX—Scott v. The London General Omnibus Company [Lush, J.—*Mr Giffard*

Moved Easter Term, 1873.

MIDDLESEX—Burnaby v. Earl [L. C. J.—*Mr Garth*

LONDON—Dean v. Stokes [L. C. J.—*Mr D. Seymour*

LONDON—Toole v. Young [L. C. J.—*Sir J. Karslake*

LONDON—Lazard v. Javal [Mellor, J.—*Mr Day*

LONDON—Die Elbinger v. Armstrong [Lush, J.—*Sir H. James*

KENT—Harvey v. Lewis [L.C.J.—*Mr Biron*

NEWCASTLE—Robinson v. River Wear Commissioners. Stands over [Archibald, J.—*Mr Herschell*

DURHAM—Oliver v. North-Eastern Railway Company [Pollock, B.—*Mr Holker*

LIVERPOOL—Stiven v. Heineman [Archibald, J.—*Mr Herschell*

LINCOLN—Howell v. Copland [Bovill, L.C.J.—*Mr Field*

LEEDS—Sturdy v. Sanderson [Denman, J.—*Mr Field*

LEEDS—Reg. v. Inhabitants of Bradfield [Denman, J.—*Mr Field*

LEEDS—Same v. Same [Denman, J.—*Mr Field*

DEVON—Bentney v. Lumbard [Pigott, B.—*Mr H. T. Cole*

Tried during Term.

MIDDLESEX—Cooke v. Goodman [Quain, J.—*Mr Holl*

MIDDLESEX—Bridges v. Barnsley [Pigott, B.—*Mr Bullen*

MIDDLESEX—Heywood v. Pickering [Pigott, B.—*Mr H. T. Cole*

MIDDLESEX—Waddell v. Wolffe [Pigott, B.—*Mr H. T. Cole*

Moved Trinity Term, 1873.

MIDDLESEX—Doulton v. Timms [Bramwell, B.—*Mr Day*

Tried during Term.

MIDDLESEX—Finigan v. Fraser [Bramwell, B.—*Mr C. Russell*

MIDDLESEX—Block v. Pigott [Bramwell, B.—*Mr Pearce*

Moved Michaelmas Term, 1873.

MIDDLESEX—Raper v. The London General Omnibus Company [Quain, J.—*Mr Day*

MIDDLESEX—Kirkstall Brewery Company v. Furness Railway Company [Denman, J.—*Mr Price*

LONDON—Dudgeon v. Pembroke [Blackburn, J.—*Sir J. Karslake*

LONDON—Irlande v. Lavery [Quain, J.—*Mr Holker*

DURHAM—Lambert v. Madgshon [Quain, J.—*Mr Herschell*

NEWCASTLE—Turnbull v. Murray [Brett, J.—*Mr Herschell*

NORTHUMBERLAND—Reg. v. The Inhabitants of Alnwick [Quain, J.—*Mr Herschell*

CUMBERLAND—Sloan v. Holliday [Quain, J.—*Mr Herschell*

LANCASTER—Taylor v. Rushton [Quain, J.—*Mr Holker*

LIVERPOOL—Stephenson v. Corporation of Liverpool [Quain, J.—*Mr C. Russell*

LIVERPOOL—Jefferson v. Querner [Quain, J.—*Mr C. Russell*

LIVERPOOL—Ashcroft v. Crow Orchard Colliery Company [Quain, J.—*Mr Herschell*

LIVERPOOL—Francis and Company v. Eastwood [Brett, J.—*Mr C. Russell*

DEVON—Mears v. Evans [L. C. B.—*Mr H. T. Cole*

CORNWALL—Temby v. Rule [L. C. B.—*Mr Collins*

CORNWALL—Pender v. Hicks [L. C. B.—*Mr Kindon*

BRISTOL—Ayles v. Maidment [L. C. B.—*Mr Lopes*

BRISTOL—Same v. Same [L. C. B.—*Mr H. T. Cole*

HERTFORD—Chapman v. Lapworth [Martin, B.—*Mr J. Brown*

SURREY—Chasemore v. Turner [Martin, B.—*Mr Garth*

SURREY—Kavanagh v. Kerkham [Martin, B.—*Mr Day*

SURREY—Marc v. Rony [Martin, B.—*Hon. A. Thesiger*

SURREY—Pearson v. Lawson. S. & N. Co. [Pigott, B.—*Mr Murphy*

SURREY—Nicholls v. Chambers [Pigott, B.—*Mr W. Williams*

SURREY—Coyte v. Elptrick [Pigott, B.—*Mr C. W. Wood*

LEEDS—Marks v. Hick [Pollock, B.—*Mr D. Seymour*

Tried during Term.

MIDDLESEX—Lane v. Hanbury [Pigott, B.—*Mr Prentice*

MIDDLESEX—Dalrymple v. Low [Pigott, B.—*Mr Pope*

MIDDLESEX—Stopher v. Townshend [Pollock, B.—*Mr Herschell*

MIDDLESEX—Lapage v. Kerr [Pollock, B.—*Mr H Matthews*

MIDDLESEX—Loveridge v. Hallward [Pollock, B.—*Mr M. Chambers*

Moved Hilary Term 1874.

LONDON—Miller v. Watkins [Blackburn, J.—*Mr Brett*

LONDON—Mogge v. Briant [Denman, J.—*Mr Day*

LIVERPOOL.—Cummins v. Beckett [Quain, J.—*Mr Holker*

LIVERPOOL.—Curtis v. Williamson [Quain, J.—*Mr Holker*

Tried during Term.

MIDDLESEX.—Marshall v. King [Honyman, J.—*Mr Forbes*

SPECIAL PAPER.

For Judgment.

Hayward v. Newton

For Argument.

Chartered Bank of India v. Just. Demurrer.
Owen v. Wright. Demurrer.
Jones v. Palmer. Demurrer.
Mid-Wales Railway Company v. Cambrian Railway Company. Special case.
Jefferson v. Querner. Demurrer.

To be argued with New Trial.

Leatham v. Bank. Appeal.
Coyte v. Elptrick. Demurrer.

To be argued with New Trial.

Dudgeon v. Pembroke. Demurrer

To be argued with new Trial.

Grant v. Budd. Demurrer
Cox v. Leigh. Special case
Lane v. Hanbury. Demurrer
Isnaredi v. Watts. Demurrer
Brunninghans v. Manchester, Sheffield, and Liverpool Railway Company. Demurrer
Isnaredi v. Watts. Demurrer
Wood v. May. Appeal
Joseph v. Holroyd. Demurrer
Walsh v. Walley. Appeal
Stenton v. Nourse. Demurrer
Green v. Reade. Appeal
James v. National Arms Company. Special case
Cooper v. Hills. Demurrer
Guano, &c., Company v. Kellock. Special case
Woollett v. Goodchild. Demurrer
Mellor v. Watkins. Special case
Metropolitan Board of Works v. Imperial Gas Light and Coke Company. Appeal
Imperial Gas Light and Coke Company v. Metropolitan Board of Works. Special case
Trevelyan v. Sampson. Special case
Smidt v. Tiden. Special case
Pulbrook v. Laws. Demurrer
Horne v. Lymington Railway Company. Special case
Coveny v. Northfleet Coal and Ballast Company. Special case
Willis v. Field. Demurrer
Corbett v. Munyard. Demurrer
Muller v. Baldwin. Appeal.
Taylor v. Liverpool and Great Western Steam Company. Special case
Land Security Company v. Rankin. Special case
Hopkins v. Great Northern Railway Company. Demurrer
Charlton v. Torrens. Demurrer
Same v. Francis. Demurrer
Same v. Eastwick. Demurrer
Morris v. Hughes. Appeal
Davies v. Owen. Demurrer
Edwards v. The Aberayvon, &c. Society. Special case
Crampton v. Ball. Special case
Kish v. Cory. Demurrer
Laport v. Costick. Appeal

ENLARGED RULE PAPER.

For Argument.

Re an arbitration between Hamlyn and Widdicombe [*Mr J. C. Mathew—Mr Charles*

Blades v. Lawrence [*Mr W. A. Lewis—Sir J Karslake*

De Wolf and another v. The Archangel Maritime Bank and Insurance Company [*Mr Bowen—Mr Aspland*

Re an arbitration between George Attree and others [*Mr Grantham—Mr A. L. Smith*

CROWN PAPER.

For Argument.

MIDDLESEX—Reg. v. The Guardians of Stepney Union. To stand over.
NORFOLK—Same v. Middle Level Commissioners
KENT—Caballero v. Lewis
LANCASHIRE—Overseers of Bootle-cum-Linacre v. Clerk of the Peace for Lancaster
KENT—Redgrave v. Lee
DEWSBURY—Pitts v. Millar
SOMERSET—Ling v. Warry and others
MIDDLESEX—Reg. v. St. Leonard's, Shoreditch
METROPOLITAN POLICE DISTRICT—Marwick v. Codlin
BOLTON—Cameron v. Foy
BOLTON—Gaskell v. Bayley
BIRMINGHAM—Reg. v. the Guardians of Worcester Union
DEVON—Dyer v. Park
CHESHIRE—Reg. v. The Guardians of Runcorn
LANCASHIRE—Knight v. Halliwell
BOLTON—Gaskell v. Ormrod
ESSEX—Vance v. Wilson
BRIGHTON—Duddell v. Black
STAFFORD—Smart v. Pessoll
GLAMORGAN—Davies v. Harvey
YORKSHIRE—Bateson v. Oddie
LANCASHIRE—Rideout v. Jenkinson
BIRMINGHAM—Reg. v. The Guardians of Cheltenham Union
CORNWALL—Hampton v. Rickard
SUSSEX—Reg. v. Goodall
SUSSEX—Same v. Same
BRECKNOCKSHIRE—Same v. The Guardians of Conway Union
MIDDLESEX—Same v. The Guardians of Norwich Incorporation
CHESHIRE—Roberts v. Egerton
ANGLESEY—Reg. v. Williams
EXETER—Same v. Sandford
DERBY—Same v. The Treasurer of Matlock Turnpike Trust
WARWICK—Same v. The Great Western Railway Company
DEVON—Halse v. Halder
SUSSEX—Reg. v. The Visiting Justices of Lewes County Gaol
DURHAM—Barnes v. Hutchinson
BRISTOL—Reg. v. The Guardians of Bedminster Union
SOUTHAMPTON—Peninsula and Oriental Steam Company v. Holley
DEWSBURY—Eastwood v. Millar
NORWICH—Reg. v. The Corporation of Norwich
SUSSEX—Pickering v. Marsh
CORNWALL—Kittow v. Assistant Commissioners of Liskeard Union
SHEFFIELD—Cutler v. Turner
SHEFFIELD—Haigh v. Town Council of Sheffield
YORKSHIRE—Banks v. Crossland
MIDDLESEX—Reg. v. Harvey
ABERYSTWITH—Wemyss v. Hopkins
LONDON—Reg. v. Fenner
SURREY—Burnett v. Dart
STAFFORD—Barton v. Piggott
GLAMORGAN—Reg. v. Davies
ESSEX—Chedley v. Churchwardens of West Ham
YORKSHIRE—Local Board of Health v. Seed
METROPOLITAN POLICE DISTRICT—Spice v. Peacock
METROPOLITAN POLICE DISTRICT—Carr v. Hadrill
GLOUCESTER—Reg. v. Waller
LEEDS—Robshaw v. Mayor of Leeds
GLAMORGAN—Local Board of Aberdare v. Hammett
SOUTH SHIELDS—Hall v. Nixon
WARRINGTON—Buckley v. Guardians of Warrington
MIDDLESEX—Reg. v. Burney
CAMBRIDGE—Same v. Churchwardens of Whaddon

Court of Common Pleas.

SITTINGS IN BANCO.*

Wednesday . April	15	Motions and new trials
Thursday	16	Ditto
Friday	17	Ditto
Saturday	18	Ditto
Monday	20	Ditto
Tuesday	21	Ditto
Wednesday	22	Ditto
Thursday	23	Special paper
Friday	24	Motions and new trials
Saturday	25	Ditto
Monday	27	Special paper
Tuesday	28	Motions and new trials
Wednesday	29	Ditto
Thursday	30	Special paper
Friday	May 1	Motions and new trials
Saturday	2	Ditto
Monday	4	Special paper
Tuesday	5	Motions and new trials
Wednesday	6	Ditto
Thursday	7	Ditto
Friday	8	Ditto

* The Court of Common Pleas will, when convenient, sit in two divisions.

SITTINGS AT NISI PRIUS—IN TERM.

Middlesex.		*Middlesex.*	
Thursday	April 16	Thursday	April 30
Thursday	23		

No London sittings this Term.

AFTER TERM.

Middlesex.		*London.*	
Saturday	May 9	Wednesday	May 13

NEW TRIAL PAPER.

Enlarged Rules.

Re Emile Ferrand [*Attorney-General*
Re an Attorney [*Mr Garth*
Re an Attorney [*Mr Garth*
Re an Attorney [*Mr Garth*

Pleasanton v. The Cincinatti Railway Company [*Mr Matthews*
Tweedie v. Cattlin [*Defendant in person*

For Judgment.

Lyle v. Wonnacott
Vaughan v. Weldon
Petroconchino v. Bott

For Argument.

Moved Easter Term, 1873.

LONDON—Anderson v. Morice (part heard) [Brett, J.—*Sir J. Karslake*
LONDON—Daniels v. Harris [Brett, J.—*Sir J Karslake*
GLAMORGAN—Harriss v. Thomas [Lush, J.—*Mr Giffard*

Moved Trinity Term, 1873.

MIDDLESEX—Benjamin v. Storr [Honyman, J.—*Mr Torr*

Moved Michaelmas Term, 1873.

MIDDLESEX—Hammond v. Vestry of St. Pancras [Bovill, L. C. J.—*The Attorney-General*
MIDDLESEX—McLachlan v. Bain [Honyman, J.—*Mr Barnard*
MIDDLESEX—Kelly v. Patterson [Honyman, J.—*Mr M. Moir*
LONDON—Gunn v. Roberts [Bovill, L. C. J.—*Mr C. Russell*
LONDON—Applebee v. Percy [Honyman, J.—*Mr Willoughby*
LONDON—Claridge v. Rumbolt [Honyman, J.—*Mr Grantham*
CROYDON—Maggs v. Barnes [Pigott, B.—*Mr Willis*
CROYDON—Bartlett v. Green [Pigott, B.—*Mr Cock*

Moved Hilary Term, 1874.

MIDDLESEX—Murley v. Heatley [L. C. J.—*Mr Lopes*
MIDDLESEX—Combe v. London and South Western Rilway Company [Brett, J.—*Mr Giffard*
MIDDLESEX—Bloomer v. Bernstein [Brett, J.—*Mr Manisty*
MIDDLESEX—Williams v. Williams [Brett, J.—*Mr Huddleston*
LONDON—Hudson v. Hill [L. C. J.—*Mr Matthews*
LONDON—Knight v. Miller [Brett, J.—*Mr Metcalfe*
LONDON—Jackson v. Metropolitan Railway Company [Brett, J.—*Mr M'Intyre*
LONDON—Badart v. Brown [Brett, J.—*Mr W. Williams*
LONDON—Brown v. Badart [Brett, J.—*Mr Day*
LONDON—Hall v. Hatch [Brett, J.—*Mr L. Smith*
LONDON—Radcliffe Investment Company v. Bristow [Brett, J.—*Mr Willis*
LONDON—Silvester v. Godby [Denman, J.—*Mr L. Smith*

(Suspended.)

LONDON—Boldero v. Badcock [Brett, J.—*Mr Field*
MIDDLESEX—Melhado v. Stokes [Brett, J.—*Mr Turner*

SPECIAL PAPER.

For Argument.

Thursday, April 23.

Edmunds v. Alsop. To be re-argued
Hendricks v. Australian Insurance Company. Special case
Clifford v. Hoare. Special case
Fry and another v. Lloyd. Special case
Nelson v. Association for Protection of Commmercial Interests. Special case
Bows v. Fenwick. Appeal
Summers v. The City Bank. Demurrer
Cole v. North Western Bank (Limited). Special case
Rhodes v. Airedaile Drainage Commissioners. Demurrer
Faulks v. Tremaro. Appeal
Melhado v. P. A. and N. H. and B. Railway Company. Demurrer
Dauney v. Chatterton. Demurrer
Oleaza v. Castellain. Demurrer
Lindsay v. Dale. Demurrer
Uttley v. Todmorden Local Board. Demurrer
Lovesy v. Stallard. Appeal
Pope v. Searle. Appeal
Mavro v. Ocean Marine Insurance Company. Special case
Stratton v. Metropolitan Board of Works. Special case
Dowdeswell v. Francis. Appeal

Monday, April 27.

Trunniger v. Monte Loreto Gold and Copper Mining Company. Special case
Ellis v. Loftus Iron Company. Appeal
Flitters v. Albrey. Demurrer
Neave v. Mayor of Bristol. Demurrer
Morgan v. Bain. Special case

Thursday, April 30.

Hodgson v. Pearson. Special case
Cadman v. Ditton Coal and Iron Company. Demurrer
Brown v. Tolley. Appeal.

Monday, May 4.

Cheetham v. Mayor of Manchester. Special case

Court of Exchequer.

SITTINGS IN BANCO.*

Wednesday .	April 15	Motions per new trials
Thursday	16	Per motions and new trials
Friday	17	Motions and new trials
Saturday	18	Ditto
Monday	20	Special paper
Tuesday	21	Motions and new trials
Wednesday	22	Special paper
Thursday	23	Motions and new trials
Friday	24	Ditto
Saturday	25	Ditto
Monday	27	Special paper
Tuesday	28	Motions and new trials
Wednesday	29	Special paper
Thursday	30	Motions and new trials
Friday	May 1	Ditto
Saturday	2	Ditto
Monday	4	Special paper
Tuesday	5	Motions and new trials
Wednesday	6	Ditto
Thursday	7	Ditto
Friday	8	Ditto

* The Court of Exchequer will, when convenient, sit in two divisions.

SITTINGS AT NISI PRIUS—IN TERM.

Middlesex.		*London.*	
Thursday	April 16	Thursday	April 30
Thursday	23		

No London sittings this Term.

AFTER TERM.

Middlesex.		*London.*	
Saturday	May 9	Wednesday	May 13

PEREMPTORY PAPER.

To be called on the first day of Term after motion, and to be proceeded with the next day, if necessary, before the motions.

Dudley v. Kendrick [*Mr Huddleston—Mr J. O. Griffits—Mr. Holroyd*
Jennings v. London General Omnibus Company [*Mr M. Howard—Mr Day*
Smith v. Smith [*Mr L. Kelly—Mr Knight*

NEW TRIAL PAPER.

For Judgment.

Wood v. Woad. To stand over
Boult v. Alpass
Mill v. Hawker

For Argument.

Moved Michaelmas Term, 1873.

GUILDFORD—Philips v. Hornstedt [*Mr Hawkins*, Q.C.—*Mr Garth*

Stand over.

Moved Michaelmas Term, 1873.

LONDON—Mason v. Colby [L. C. B.—*Mr Giffard*
LONDON—Nathanson v. Haarblecher [L. C. B.—*Mr Giffard*
CROYDON—Gale v. Livermore [Pigott, B.—*Mr Murphy*
AYLESBURY—Phipps v. Great Western Railway Company [Cleasby, B.—*Mr Bulwer*
BEDFORD—Woodroffe v. Davison [Cleasby, B.—*Mr Bulwer*
RUTHIN—Williams v. Great Western Railway Company [Keating, J.—*Mr M. Lloyd*
DURHAM—Jackson v. Leeman [Quain, J.—*Sir J. Karslake*
CARLISLE—Williamson v. Bain [Quain, J.—*Mr Herschell*
MANCHESTER—Nield v. London and North Western Railway Company [Brett, J.—*Mr Herschell*
LIVERPOOL—Bain v. Standford and Levison. Stand over. [Brett, J.—*Mr Holker*
LIVERPOOL—Same v. Same. Stand over [Brett, J.—*Mr Herschell*
LIVERPOOL—Bamlet v. Pickseley [Quain, J.—*Mr Aston*
STAFFORD—Moss v. London and North-Western and Great Western Railway Companies [Denman, J.—*Mr A. S. Hill*

Moved after 4th day of Michaelmas Term.

MIDDLESEX—Street v. The Society of Licensed Victuallers [Pollock, B.—*Mr Torr*
MIDDLESEX—Trevitt v. Spick. Stand over [Cleasby, B.—*Mr Cave*

Moved Hilary Term, 1874.

MIDDLESEX—Dear v. Edwards [L. C. B.—*Mr H. T. Cole*
MIDDLESEX—Treloar v. Bigge [L. C. B.—*Mr Day*
MIDDLESEX—Brochetan v. Moffat [L. C. B.—*Mr Herschell*
MIDDLESEX—Beavan v. Marbella Iron Ore Company [L. C. B.—*Mr B. T. Williams*
MIDDLESEX—Childs v. Hearne [Bramwell, B.—*Hon A. Thesiger*
MIDDLESEX—Ball v. Bridges [Cleasby, B.—*Mr M. Howard*
LONDON—Alexandra Palace Company v. Bignold [L. C. B.—*Mr O'Malley*
LONDON—Dignam v. Vans Agnew [L. C. B.—*Mr Day*
LONDON—Hosegood v. Lloyd [Bramwell, B.—*Mr J. Brown*
LONDON—Head v. Smith. Stand over [Bramwell, B.—*Mr Beasley*
LIVERPOOL—Holden v. Flintshire Oil and Cannel Co. [POLLOCK, B.—*Mr Herschell*

Moved after 4th day of Hilary Term.

MIDDLESEX—Carr v. Tolson [Pollock, B.—*Mr Herschell*
LEEDS—Ryan v. North Eastern Railway Company [Bovill, L. C. J.—*Mr D. Seymour*

SPECIAL PAPER.

For Judgment.

Barrows v. Green
Niebuhr v. Kraushaar
Sydenay v. Michael

For Argument.

Downing v. Mowlem. Special case. To stand over
Waugh v. The North British Railway Company. Demurrer. To stand over
Granville v. Finch. Special case. To be restated
Whitehouse v. The Birmingham Canal Company. Demurrer. To stand over
Sear v. Green. Demurrer. Part heard. To stand over
Dawes v. Webster. Demurrer. Part heard. To stand over
Hendry and another v. Dyke, Bart. Demurrer. To stand over
Boden v. Levick. Demurrer. To stand over
Lloyd's Banking Company v. Blech. Demurrer. To stand over
Thorn v. Mayor of London
Copin v. Sevastapulo. Stand over. Demurrer
Same v. Evans
Same v. Andrew
Same v. Rayner
Same v. Adamson
Same v. Same
} Demurrers
Sorby v. Gordon. Special Case
Bain v. Stanford and Levison. Demurrer

(To be argued with Rule for New Trial.)

Same v. Same. Demurrer
Andrews v. The Mayor of Ryde. Special case
Potter v. Metropolitan District Railway Company. Demurrer
Goddard v. London and South-Western Railway Company. Special case
Guardians of Medway Union v. Cockburn. Appeal
Cavill v. Shuttleworth. Demurrer
Copin v. Strachan. Demurrer
Hargreaves v. Holden. Special case
Wrightson v. Birmingham Gas Light and Coke Company. Demurrer, Stand over
Wright v. Swain. Demurrer
Gorris v. Scott. Demurrer
Liden v. Nash. Demurrer
Lewis v. Davis. Demurrer
Great Northern Railway Company v. Swaffield. Appeal
Jones v. Broadwood. Special case
Veevers v. Littleborough Gas Company. Special case
Edwards v. Davies. Demurrer
Lay v. Midland Railway Company. Appeal
Water v. Ouseburn Engine Works Company. Appeal
Wood v. Wood. Demurrer
Budd v. London and North Western Railway Company. Special case.
Lewis v. Morgan. Demurrer.
Woodings v. North Staffordshire Railway Company. Demurrer
Sykes v. Wells. Demurrer
Betton v. Burkess. Demurrer
Lloyd v. Davies. Demurrer
Jennings v. Mortimore. Demurrer

Exchequer Chamber.

This court will sit on Thursday, April 16, at ten o'clock.

QUEEN'S BENCH ERRORS.

For Argument.

Reg. v. The Metropolitan District Railway Company
Fisher v. The Liverpool Marine Insurance Company
Reg. v. Green

COMMON PLEAS ERRORS.

For Judgment.

Pegge v. Guardians of Lampeter Union
Winch v. Conservators of River Thames
Same v. Same
Fowler v. Locke
Rodocanachi v. Elliott

For Argument.

Ellis v. Great Western Railway Company
Sowerby v. Smith
Allen v. Bristol Marine Insurance Company
City Discount Company v. McLean
Dent v. Nickalls

EXCHEQUER ERRORS.

For Judgment.

Riche v. The Ashbury Railway Carriage and Iron Company
Butcher v. Savory
Phelps v. Hornstedt

For Argument.

Liver Alkali Works Company v. Johnson
Walker v. North Eastern Railway Company
Selford v. Lows
Harris v. McCulloch
Knowlman v. Bluett

Court of Criminal Appeal.

This court will sit on Saturday, April 25, at ten o'clock.

PROMOTIONS AND APPOINTMENTS.

N.B.—Announcements of promotions being in the nature of advertisements, are charged 2s. 6d. each, for which postage stamps should be inclosed.

MR. CHARLES WILLIAM REES STOKES, of Tenby, has been appointed a Commissioner to Administer Oaths in the Courts of Exchequer and Common Pleas for the counties of Pembroke, Carmarthen, and Cardigan, and the town of Haverfordwest and borough of Carmarthen and counties of the same town and borough.

MR. RICHARD LEWIS TAPLEY, of Great Torrington, Devon, has been appointed by the Lord Chancellor to Administer Oaths in Chancery and the Lord Chief Justice of the Common Pleas has appointed him a Commissioner for taking Acknowledgments of Deeds of Married Women.

THE GAZETTES.

Bankrupts.

Gazette, April 3.

To surrender at the Bankrupts' Court, Basinghall-street.

EMERY, SAMUEL ANDERSON, comedian, Alfred-pl, Bedford-sq. Reg. Murray. Sol. Davis, Arundel-st, Strand. Sur. April 14
HOGGINS, HENRY, merchant's clerk, New-cross-rd. Pet. March 31. Reg. Murray. Sol. Smedley, Fleet-st. Sur. April 14
HUSTLER, ORBEL JAMES, corn dealer, King's-rd, Chelsea. Pet. March 30. Reg. Brougham. Sol. Watson, Basinghall-st. Sur. April 17
ROBERTSON, SAMUEL BOXILL, attorney, New-inn, Strand. Pet. March 30. Reg. Brougham. Sols. Ravencroft and Co., Bedford-row. Sur. April 17
TAYLOR, JAMES WILLIAM, cheesemonger, Broadway, Londonfields, Hackney. Pet. April 1. Reg. Spring-Rice. Sol. Downes, Cheapside. Sur. April 23
WEIPPERT, H. N., music publisher, Regent-st. Pet. March 31. Reg. Spring-Rice. Sols. Lumley and Co., Conduit-st. Sur. April 23

To surrender in the Country.

GLOVER, GEORGE, clog manufacturer, Liverpool. Pet. March 30. Reg. Watson. Sur. April 14
GOULD, CHARLES FEARNLEY, canvas bag maker, Holbeck and Leeds. Pet. March 30. Reg. Marshall. Sur. April 20
GOWING, GEORGE SEAD, fish merchant, Lowestoft. Pet. March 30. Reg. Walker. Sur. April 21
LOWENTHAL, EMIL, merchant, Liverpool. Pet. March 28. Reg. Watson. Sur. April 15
NICHOLLS, JOSEPH, farmer, Seavington St. Michael. Pet. March 30. Reg. Batten. Sur. April 17
PROUT, BENJAMIN, victualler, Manchester. Pet. March 28. Reg. Hulton. Sur. April 15
RAMSKILL, JAMES, accountant, Halifax. Pet. March 30. Reg. Rankin. Sur. April 20
SMITH, JAMES, victualler, Llanwnda. Pet. April 1. Reg. Jones. Sur. April 18
SMITH, SAMUEL, jun., gentleman, Upton Snodsbury. Pet. March 14. Reg. Crisp. Sur. April 2
WHITFIELD, SAMUEL, far, Sutton. Pet. March 31. Reg. Peele Sur. April 14

Gazette, April 7.

To surrender in the Country.

BUCKLEY, ISAAC, furniture broker, Rochdale. Pet. April 2. Reg. Tweedale. Sur. April 20
FLETCHER, GEORGE, innkeeper, Selby. Pet. April 4. Reg Perkins. Sur. April 21
FRASER, ALEXANDER, gentleman, Willsbridge. Pet. April 2. Reg. Harley. Sur. April 27
ISRAEL, SELIM, jeweller, Birmingham. Pet. April 2. Reg. Chauntler. Sur. April 20
LOAT, JOHN, builder, Balham. Pet. March 31. Reg. Willoughby. Sur. April 24
VEIDEMAN, THOMAS, gasfitter, Stafford. Pet. March 31. Reg. Spilsbury. Sur. April 20

BANKRUPTCIES ANNULLED.

Gazette, March 31.

FARNCOMB, HENRY, no occupation, St. Leonard's-on-Sea. Oct. 16, 1873

Gazette, April 3.

GRIFFITHS, MARY, butter merchant, Llandewy Velfry. March 3, 1874
SKIPWORTH, JAMES, poulterer, Boston. Feb. 7, 1874

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, April 3.

ANDERSON, ALFRED, baker, Leominster. Pet. April 1. April 20, at half-past ten, at office of Sol. Gregg, Leominster
BAKER, JOHN, naturalist, Grantchester, and Cambridge. Pet. March 31. April 16, at eleven, at office of Sols. Messrs. Foster, Cambridge
BANN, SAMUEL, coal merchant, Monks Coppenhall. Pet. March 30. April 17, at eleven, at office of Sols. Latham and Bygott, Sandbach
BIBBENS, WILLIAM, commission agent, Ipplepen. Pet. March 31. April 23, at twelve, at office of Sols. Messrs. Carter, Torquay
BICKERDIKE, WILLIAM, farmer, near Boroughbridge. Pet. March 31. April 18, at two, at office of Sols. Hirst and Capes, Boroughbridge
BISSEX, ROBERT, beerhouse keeper, Hanham. Pet. April 1. April 14, at eleven, at office of Sol. Essery, Bristol
BOULD, ENOCH, greengrocer, Hanley. Pet. March 24. April 10, at ten, at office of Sol. Stevenson, Stoke-on-Trent
BOWDEN, ARCHIBALD JENKINS, fruiterer, Rosoman-st, Clerkenwell. Pet. March 20. April 30, at two, at the Bedford hotel, Covent-gdn. Sol. Mould, Millman-st, Bedford-row
BROOM, ELEAZER, cabinet maker, Liverpool. Pet. March 31. April 16, at three, at office of Sols. Lawrence and Dixon, Liverpool
BUDGE, ALEXANDER, provision merchant, Liverpool. Pet. March 31. April 15, at twelve, at office of Sol. Lupton, Liverpool
CHARLTON, WILLIAM HENRY HASELL, coal merchant, St. Michael's-bldgs, Cornhill. Pet. March 30. April 15, at one, at office of Sol. Willis, Charles-sq, Hoxton
CHIPPERFIELD, HARRIETTE SOPHIA, fancy goods dealer, Devizes. Pet. March 31. April 17, at eleven, at office of J. A. Randell, Devizes. Sol. Day
CLARKE, WILLIAM, manure manufacturer, Dereham. Pet. March 24. April 17, at one, at office of Sols. Messrs. Cavell, Saxmundham
CLAY, THOMAS RENSHAW, draper, Denmark-hill. Pet. March 24. April 14, at two, at office of Sol. Burton, Serjeant's-inn, Fleet-st
CRAVEN, WILLIAM HILL, blue slater, Cleckheaton. Pet. March 30. April 23, at three, at office of Sol. Hutchinson, Bradford
CURRIE, JOHN, draper, Sheffield. Pet. March 27. April 15, at four, at office of Sols. Messrs. Binney, Sheffield
CUTLER, CHARLES, daylight reflector manufacturer, Brazier's-bldgs, Farringdon-st. Pet. March 24. April 17, at three, at office of Sol. Cooper, Charing-cross
DALE, WILLIAM, brewer, Birmingham. Pet. April 1. April 17, at two, at office of Sol. Burton, Birmingham
DRING, WILLIAM, cab proprietor, Barnsley. Pet. March 28. April 18, at two, at the Coach and Horses hotel, Barnsley. Sol. Freeman, Barnsley
DURRANT, TRATTON, builder, Waldron. Pet. April 1. April 17, at eleven, at the Bear hotel, Lewes. Sol. Hillman, Lewes
DYER, ANDREW, surgeon, Aberdare. Pet. March 30. April 16, at eleven, at office of Sols. Rosser and Phillips, Aberdare
EDWARDS, JOHN BYRON HOLMES, ship's steward, Plymouth. Pet. April 1. April 16, at eleven, at office of Sols. Bear and Rundle, Devonport
FAIRBOURN, RICHARD, grocer, Haslingden. Pet. March 31. April 16, at eleven, at office of Sols. Messrs. Radcliffe, Blackburn
FALL, GEORGE SNOWDEN, fishmonger, Ripon. Pet. March 27. April 14, at half-past three, at office of Sol. Bateson, Low Harrogate
FARRAR, DAVID, cloth factor, Minchinhampton. Pet. March 27. April 16, at eleven, at the Bell hotel, Gloucester. Sol. Heelas
FISHER, ANTHONY, watchmaker, Stafford. Pet. March 24. April 10, at eleven, at office of Sol. Hodgson, Birmingham
FITCH, FREDERICK, grocer, Deal. Pet. April 1. April 20, at three, at office of Sols. Mercer, Edwards, and Mercer, Deal
FLANAGAN, PATRICK, grocer, Dewsbury. Pet. March 30. April 17, at eleven, at office of Sol. Shaw, Dewsbury
FLOWERS, HENRY, baker, Romford. Pet. March 31. April 30, at two, at office Sol, Rawlings, Bishopsgate-st-within
FRANKLAND, JOHN, bootmaker, Lowtown. Pet April 1. April 17, at three, at office of Sol. Carr, Leeds
FURBEY, SAMUEL, builder, Wakefield-st, Gray's-inn-rd. Pet. March 25. April 10, at ten, at the offices of Messrs. Lewis, 123, Chancery-la. Sol. Long, Blackfriars-rd
GAGEN, GEORGE, coal merchant, Kentish-town-rd, and Cambridge-st, King's-cross. Pet. April 1. April 16, at four, at office of Sol. Ablett, Cambridge-ter, Hyde-pk
GARDNER, WILLIAM, labourer, Birmingham. Pet. March 31. April 11, at one, at the Booth hall hotel, Gloucester. Sol. Simmons, Birmingham
GIBB, ALEXANDER, clothier, Sunderland. Pet. March 31. April 17, at twelve, at offices of Sherwood and Co., accountants, John-st, Sunderland. Sol. Bentham, Sunderland
GREEN, ALFRED, general broker, Trowbridge. Pet. April 1. April 15, at offices of Messrs. Williams, accountants, Exchange, Bristol, in lieu of the place originally named
GOWEN, JOHN, fish salesman, Weymouth. Pet. March 30. April 18, at twelve, at the Auction Mart, Market-st, Weymouth. Sol. Howard, Melcombe Regis
HACKWORTH, RICHARD, auctioneer, Norwich. Pet. March 30. April 16, at twelve, at the offices of the Registrar of Norwich County Court
HAIGH, WILLIAM, victualler, Higher Tranmere. Pet. April 1. April 16, at two, at offices of Sol. Moore, Birkenhead
HARE, FRANCIS JOSEPH, ironmonger, Kentish-town-rd. Pet. April 1. April 18, at three, at office of Sol. Boydell, South-sq, Gray's-inn
HEMMING, SAMUEL, Essington-wood, and HEMMING, JOHN, Wood-end, charter masters. Pet. April 1. April 18, at eleven, at office of Sol. Barrow, Wolverhampton
HIGGS, WILLIAM, grocer, Hastings. Pet. March 26. April 27, at three, at offices of Sol. Salaman, King-st, Cheapside, London
HIRD, JOHN, builder, Barrow-in-Furness. Pet. March 31. April 17, at eleven, at the Ship hotel, Barrow-in-Furness. Sol. Thompson, Barrow-in-Furness
HOWELLS, EDWARD, general dealer, Worcester. Pet. March 28. April 23, at eleven, at offices of Sols. Rea and Miller, Worcester
HUBY, EDWIN, dealer in drapery, Bradford. Pet. April 1. April 16, at three, at offices of Sol. Atkinson, Bradford
HUGHES, HENRY, and HUGHES, JAMES, dyewood grinders, Ardwick, near Manchester. Pet. March 31. April 15, at three, at office of Sol. Sampson, Manchester
JOHNSON, JOHN, poulterer, Ormskirk. Pet. March 31. April 17, at two, at offices of Sol. Downham, Birkenhead
KINGSTON, HENRY JAMES, smelter of metals, South-st, Greenwich. Pet. March 27. April 15, at three, at office of Sols. Messrs. Scard, Gracechurch-st
LLOYD, EDWIN, general ironmonger, Grantham. Pet. March 31. April 20, at twelve, at office of Sol. White, Grantham
MACLEOD, JOHN, gentleman, York-st, Portman-sq. Pet. March 25. April 20, at twelve, at office of Sol. Digby, Lincoln's-inn-fields
MARTIN, HENRY CHARLES, cheesemonger, Hackney-rd. Pet. March 27. April 16, at three, at office of Sol. Heathfield, Lincoln's-inn-fields
MOORE, JOHN, baker, Keynsham. Pet. March 30. April 14, at twelve, at offices of Sols. Fox and Whittuck, Bristol
MURGATROYD, CHARLES, insurance agent, Bradford. Pet. March 23. April 13, at twelve, at office of Sol. Burnley, Bradford
NEWBOLD, JAMES, milliner, Longton. Pet. March 23. April 9, at eleven, at office of Sol. Welch, Longton
O'BRIEN, EDWARD, publisher's clerk, Princess-ter, Upton-rd, Kilburn. Pet. April 2. April 20, at two, at office of Sol. Girdwood, Verulam-bldgs, Gray's-inn
OLIVER, JAMES WILLIAM, tailor, High Holborn, and Waxwellter, Westminster-bridge-rd. Pet. March 30. April 14, at quarter-past ten, at the Victoria tavern, Morpeth-rd, Bethnal-green. Sol. Long, Landsdown-ter, Grove-rd, Victoria-pk
OWEN, GEORGE, victualler, Carnarvon. Pet. March 28. April 15, at eleven, at the Queen's hotel, Carnarvon. Sol. Williams, Porthy-Aur-Carnarvon
PENGELLY, THOMAS HODGE, printer, Bristol. Pet. March 31. April 17, at twelve, at offices of S. Prod, accountant, John-st, Bristol. Sol. Barnett
PERKINS, ROBERT, grocer, Middlesborough. Pet. March 31. April 17, at eleven, at Mrs. Barker's Temperance hotel, Middlesborough. Sol. Bainbridge, Middlesborough
PERRET, STEPHEN BOYCE, coal merchant, Birmingham. Pet. March 31. April 17, at three, at offices of Sol. Ansell, Birmingham
POULTON, JOHN, jun., shopkeeper's assistant, Reading. Pet. March 25. April 11, at eleven, at 20, The Forbury, Reading
POUND, HENRY, miller, Ashbury. Pet. March 28. April 13, at ten, at office of Sols. Kinneir and Tombs, Swindon
PULLAR, JOSEPH, builder, Barrow-in-Furness. Pet. April 1. April 20, at ten, at the Ship hotel, Barrow-in-Furness. Sol. Thompson, Barrow-in-Furness
RICHARDS, ALFRED JOHN, rope maker, Redruth and Illogan. Pet. March 31. April 21, at half-past two, at office of Downing, solicitor, Redruth. Sol. Dendy, Redruth
RICHARDS, JAMES, and NORTON, JOHN, machinists, Leicester. Pet. March 31. April 16, at two, at office of Sol. Owston, Leicester
ROBINSON, JOHN, joiner, Liverpool. Pet. April 1. April 20, at two, at office of Gibson and Bolland, accountants, 16, South John-st, Liverpool
RYLAND, HERBERT WILLIAM, clothier, Stow-on-the-Wold. Pet. March 27. April 22, at two, at office of Sol. Francis, Stow-on-the-Wold
SHORT, SAMUEL, colourman, Bristol. Pet. March 30. April 17, at twelve, at offices of Hancock, Triggs, and Co., Guildhall, Broad-st, Bristol. Sol. Harwood, Bristol
SNOWDEN, THOMAS, jeweller, Halifax. Pet. March 31. April 17, at four, at offices of Sol. Storey, Halifax
SOMMERS, THOMAS WILLIAM, draper, Clarendon-ter, Bow-rd, and Richmond-rd, Hackney. Pet. March 30. April 20, at two, at office of Ladbury, Collison, and Viney, 99, Cheapside. Sols. Carr, Bannister, Davidson, and Morriss, Basinghall-st
SPENCER, WILLIAM, grocer, Reading, Pet. March 31. April 16, at twelve, at the Upper Ship hotel, Reading. Sol. Beale, Reading
STAPLES, JOSEPH LUKE, baker, Little Ilford. Pet. March 21. April 14, at three, at offices of Godfrey, 2, Gresham-bldgs. Sol. Watson, Basinghall-st
TANKARD, WILLIAM CHARLES, leather merchant, Durham-st, Hackney-rd. Pet. April 2. April 13, at quarter-past ten, at office of Sol. Seale, London-wall
TARRANT, WILLIAM, draper, Thaxted. Pet. March 30. April 20, at twelve, at offices of Morley and Shirreff, solicitors, 59, Mark-la. Sol. Pollard, Ipswich
THOMSON, THOMAS, tailor, St. Helen's. Pet. March 31. April 15, at twelve, at offices of J. Coulthart, accountant, 21, Whitechapel, Liverpool
VERNON, THOMAS, butcher, Gosforth. Pet. April 1. April 17, at two, at the Horse and Groom inn, Gosforth. Sol. Mason, Whitehaven
WAITES, ARTHUR, hat manufacturer, Stockport. Pet. March 31. April 20, at three, at offices of Sols. Grundy and Kershaw, Manchester
WALLWORK, JOHN, auctioneer, Rawtenstall. Pet. March 31. April 21, at three, at office of Sol. Watson, Bury
WHALE, JOHN, grocer, Landport. Pet. March 31. April 17, at two, at the Chamber of Commerce, 145, Cheapside, London. Sol. King, Portsea
WHITE, GEORGE, saddler, Rugby. Pet. March 31. April 18, at half-past ten, at the County Court house, Rugby. Sol. Dainty, Rugby
WHITEHEAD, HANNAH, tobacconist, Bolton. Pet. March 30. April 16, at three, at office of Sol. Dutton, Bolton
WILKES, DAVID, grocer, Newton-in-Mackerfield. Pet. April 1. April 20, at three, at office of Messrs. Davies, Bewsey-chbs, Bewsey-st, Warrington. Sols. Davies and Brook, Warrington
WILSON, JOHN, cabinet maker, Kibworth Beauchamp. Pet. March 31. April 15, at three, at office of Sol. Owston, Leicester
WILSON, MARIANNE, widow, New Cross-rd. Pet. March 27. April 14, at half-past four, at the Jamaica coffee-house, St. Michael's-alley, Cornhill. Sols. Davis and Carey, 6, Grocer's-hall-court, Poultry
WOOLFORD, WILLIAM JAMES, bootmaker, Kilmersdon. Pet. March 27. April 16, at three, at offices of Sol. McCarthy, Frome
WOOTTON, JOHN BENJAMIN, glass dealer, Wolverhampton. Pet. March 30. April 15, at eleven, at office of Sol. Stranton, Wolverhampton
YOUNG, ALFRED, boot upper manufacturer, Wellingborough. Pet. March 30. April 14, at three, at offices of Sol. Beck, Northampton

Gazette, April 7.

AVIS, THOMAS, inspector of nuisances, Uckfield. Pet. April 2. April 18, at twelve, at the Guildhall coffee-house, Gresham-st, London. Sol. Jones, Lewes
BADGER, THOMAS, and BOWEN, NATHAN WHILE, glass makers, Birmingham. Pet. April 2. April 15, at twelve, at office of Sols. Matthews and Smith Birmingham
BARBER, FANNY, widow, innkeeper, Edgmond Marsh. Pet. April 1. April 18, at eleven, at office of Sol. Heane, Newport
BASKERVILLE, FREDERICK, broker, Bristol. Pet. April 2. April 17, at one, at office of Sols. Brittan, Press, and Inskip, Bristol
BENSON, GEORGE WILLIAM, druggist, Welchpool. Pet. March 31. April 22, at eleven, at office of Sol. Jones, Welchpool
BENT, JAMES, builder, East Moulsey. Pet. April 2. April 21, at two, at office of Sol. Lovett, New-inn, Strand, London
BLOTT, SUSANNAH, widow, grocer, King's Lynn. Pet. April 2. April 22, at two, at office of Sols. Glasier and Mason, King's Lynn
BRAYSHAW, JOSEPH, sen., woollen manufacturer, Aldermanbury, London, and Leeds. Pet. March 28. April 21, at two, at Wharton's hotel, Park-la, Leeds. Sol. Downing, Basinghall-st, London
BREW, THOMAS, clogmaker, Whitehaven. Pet. April 1. April 24, at eleven, at office of Sol. Webster, Whitehaven
BULL, WILLIAM, chandelier manufacturer, Strand. Pet. March 30. April 27. at three, at the Guildhall tavern, Gresham-st. Sols. Clark and Scoles, King-st, Cheapside
BURGESS, HENRY, baker, Thurlaston. et. April 2. April 21, at eleven, at the Lawrence Sheriff's Arms, Rugby
COLLINS, CHARLES ROBERT, warehouseman, Noble-st, and Moore-st, Chelsea. Pet. March 21. April 8, at twelve, at offices of Sols. Rees and Co. Chancery-la
COLLINS, JOHN, fishmonger, Eastbourne. Pet. April 4. April 23, at twelve, at office of J. C. Towner, auctioneer, Terminus-road, Eastbourne. Sol. Stiff, Eastbourne
CONWAY, JOHN HARRIS, jun., grocer, Abergavenny and Llanover. Pet. April 2. April 21, at two, at office of Barnard, Tribe, and Co., public accountants, Bristol. Sols. Fussell, Prichard, and Swann, Bristol
COOPER, ALFRED, grocer, Romsey, and Lockerley. Pet. April 1. April 17. at two, at the Guildhall Coffee-house, Gresham-st. Sols. Coxwell, Bassett, and Stanton, Southampton
CUMBERBEACH, THOMAS, stationer, Erith. Pet. March 30. April 23, at three, at offices of Holloway, accountant, 188, Ball's Pond-rd, Islington, London. Sol. Hicks, Annie-rd, South Hackney, London
CUTHBERT, CHARLES, fish dealer, Philpot-la, Commercial-rd. Pet. March 31. April 15, at eleven, at office of Sol. Hope, Serle-st, Lincoln's-inn-fields
DAWE, THOMAS, miller, Silverton. Pet. April 1. April 23, at twelve, at the Castle hotel, Exeter. Sol. Flood, Exeter
DEMAID, GEORGE BARHAM, gentleman, Park-villas, South Norwood. Pet. April 2. April 30, at three, at office of Sol. Ditton, Ironmongers-la
FISHER, CHARLES, out of business, Ipswich. Pet. April 1. April 20, at two, at the Coach and Horses inn, Ipswich. Sol. Brooke
FOSTER, GEORGE BELL, farmer, Ellerslie-ter, Bedford-rd, Clapham. Pet. April 1. April 24, at three, at office of Sols. Lewis, Munns, and Longden, Old Jewry
GILES, JOHN, grocer, Manchester. Pet. April 2. April 23, at three, at offices of Sols. Messrs. Cooper, Manchester
GRANTHAM, JOHN, tailor, Birmingham. Pet. April 2. April 18, at twelve, at office of Sol. Cheston, Birmingham
GRIDLEY, GEORGE FRANCIS, chemist, King's Lynn. Pet. April 2. April 17, at twelve, at office of Sol. Seppings, King's Lynn
HALL, THOMAS, cloth manufacturer, Ossett. Pet. April 1. April 18, at eleven, at offices of Sol. Stringer, Ossett
HIND, BLAKESTONE, Heworth; and HIND, JOHN BLAKESTONE, Felling, spade manufacturers. Pet. April 2. April 23, at twelve, at office of Sol. Robson, Gateshead
HOARE, PETER MERRIK, gentleman, Hythe. Pet. March 31. April 30, at three, at office of Sols. Lawrance, Plews, and Boyer, Old Jewry-chmbs, London
HOGGETTS, JOHN WILLIAM, commercial traveller, Lozells. Pet. March 24. April 17, at ten, at office of Sol. Eaden, Birmingham
HOLLAND, JOEL, smallware dealer, Macclesfield. Pet. April 2. April 17, at four, at the Waterloo hotel, Manchester. Sol. Hand, Macclesfield
HUGHES, JOHN, greengrocer, High-st, Camden-town, and Seven Sisters'-road, Holloway. Pet. April 1. April 16, at three, at offices of Sols. Button and Co., Henrietta-st, Covent-gdn
HUGHES, JOSEPH, butcher, Portobello-rd, Notting-hill. Pet. March 28. April 16, at twelve, at office of Sol. Parker, Lombard-court
JENNINGS, DAVID, boot manufacturer, Tipton. Pet. April 1. April 17, at eleven, at office of Sol. Travis, Tipton
JOHNSON, JOHN, colour merchant, Wellington-rd, Stoke Newington. Pet. March 20. April 16, at two, at office of Sol. Gowing, Coleman-st
JONES, BENJAMIN, general dealer, Shifnal. Pet. April 2. April 17, at ten, at offices of Sol. Leake, Shifnal
KING, HENRY, draper, Shillington. Pet. March 30. April 20, at eleven, at office of Sols. Messrs. Wade, Hitchin
KIRBY, GEORGE, attorney, Bicester. Pet. March 28. April 23, at twelve, at office of Sol. Mills, Bicester
KIRK, ANN, milliner, Kingston-upon-Hull. Pet. April 1. April 16, at twelve, at office of Sols. Stead and Sibree, Hull
LEE, SEPTIMUS, clerk, Birmingham. Pet. March 24. April 17, at twelve, at office of Sol. Eaden, Birmingham
LORD, HENRY, dyer, Halifax. Pet. March 21. April 17, at three, at office of Sol. Curry, Cleckheaton
MCMANUS, JAMES, tailor, Blackburn. Pet. April 1. April 24, at eleven, at office of Sols. Messrs. Backhouse, Blackburn
NETTLETON, THOMAS, butcher, Horbury. Pet. April 2. April 16, at eleven, at office of Sols. Burton and Moulding, Wakefield
OPPENHEIM, JOHN HERMAN, law stationer, Southampton-bldgs. Pet. March 31. April 15, at two, at office of Sol. Norris, Acton-st, Gray's-inn-rd
OWEN, JOHN, joiner, Llanrwst. Pet. April 2. April 22, at twelve; at office of Sol. James, Llanrwst
PALMER, HENRY, grocer, Mendlesham. Pet. April 4. May 1, at twelve, at offices of Sol. Pollard, Ipswich
PIDGEON, CHARLES, ironmonger, King's Norton. Pet. April 2. April 24, at ten, at office of Sol. Eaden, Birmingham
POOLE, SAMUEL, contractor, Altrincham. Pet. April 1. April 23, at twelve, at offices of Sols. Grundy and Kershaw, Manchester
RAWLINSON, LYDIA, and BOLTON, MARQUIS, cotton spinners, Burnley. Pet. April 2. April 23, at one, at the Old Red Lion Hotel, Burnley. Sols. Grundy and Kershaw, Manchester
RIPPON, THOMAS, smack owner, Great Grimsby. Pet. March 20. April 18, at eleven, at offices of Sols. Grange and Wintringham, Great Grimsby
RISHWORTH, JAMES ARTHUR, Gothic Lodge, West End, Hampstead. Pet. March 26. April 15, at three, at office of Sol. Jones, Southampton-bldgs, Chancery-la
RODGERS, JAMES, tailor, Consett. Pet. April 2. April 21, at three, at office of Sol. Elsdon, Newcastle-upon-Tyne
SMITH, GEORGE, innkeeper, Middlesborough. Pet. March 25. April 13, at two, at office of Sol. Dobson, Middlesborough
SMITH, JOHN, baker, Birmingham. Pet. April 2. April 20, at half-past three, at the Great Western hotel, Birmingham. Sol. Edwards, Birmingham
SIMMONS, JAMES, whitesmith, Wolverhampton. Pet. April 1. April 26, at twelve, at offices of Sol. Wilcock, Wolverhampton
SIMPSON, JOHN, confectioner, Hexham. Pet. April 2. April 22, at three, at office of Sol. Bush, Newcastle-upon-Tyne
SUMMERS, FREDERICK, tea dealer, Clevedon. Pet. March 30. April 16, at eleven, at office of Messrs. Parsons, public accountants, Bristol. Sol. Smith, Weston-super-Mare
TONKIN, HENRY, licensed victualler, Swansea. Pet. April 2. April 23, at two, at office of Sols. Clifton and Woodward, Swansea
WAKEFORD, WALTER WILLIAM, railway clerk, Southampton. Pet. April 2. April 21, at three, at offices of Sol. Kilby, Southampton

Dividends.

BANKRUPTS' ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Bartlett, H. M. innkeeper, second and final 1d. At Trust. F. T. Hare, Totnes.—*Combes*, E. wine merchant, first 3s. 6d. At Trust. E. Moore, 3, Crosby-sq.—*Farrage*, W. shoe manufacturer, first and final 4s. 9d. At Trust. J. Y. Strachan, 18, Grainger-st-west, Newcastle.—*Hall*, P. commission agent, first and final 2s. At Sutton and Harding, accountants, 23, Brown-st, Manchester.—*Nankivell*, J. P. farmer, first and final, 1s. 1d. At Trust. T. Chirgwin.—*Payne*, W. corn merchant, second 1s. 3d. At Trust W. Sharp, 20, Gresham-st.—*Petit*, E. jeweller, first, 2s. 6d. At Trust. J. Troup, 38, Hatton-garden.—*Willard*, E. E. tailor, second and final, 1s. At Trust. W. C. Cooper, 7, Gresham-st.—*Wood*, W. B. sen., brickmaker, 5s. At Sols. Wilkinson and Howlett, 14, Bedford-st, Covent-garden

BIRTHS, MARRIAGES, AND DEATHS

BIRTHS.

LICKFOLD.—On the 8th inst., at 3, Blomfield-road, Maida-vale, the wife of James E. Lickfold, solicitor, of a son.
OWEN.—On the 31st ult., at 47, Cheyne-walk, Chelsea, the wife of E. Annesley Owen, Esq., barrister-at-law, of a daughter.
SADLER.—On the 2nd inst., at Dudley House, Lime-grove, Shepherd's-bush, W., the wife of Campbell H. Sadler, Esq., solicitor, of a son.

MARRIAGE.

TABOR—KNAPP.—On the 7th inst., at St. Saviour's, Dartmouth, Robert Montagu Tabor, M.A., barrister-at-law, to Annie Eliza Mary, only child of Kempster M. Knapp, Esq., R.N., of Ashleigh, Dartmouth.

DEATH.

MALIM. — On the 5th inst., at Grantham, aged 66, Frederic Malim, solicitor.

FUNERAL REFORM. — The exorbitant items of the undertakar's bill have long operated as an oppressive tax upon all classes of the community. With a view of applying a remedy to this serious evil the LONDON NECROPOLIS COMPANY, when opening their extensive cemetery at Woking, held themselves prepared to undertake the whole duties relating to interments at fixed and moderate scales of charge, from which survivors may choose according to their means and the requirements of the case. The Company also undertakes the conduct of Funerals to other cemeteries, and to all parts of the United Kingdom. A pamphlet containing full particulars may be obtained, or will be forwarded, upon application to the Chief Office, 2, Lancaster-place, Strand, W.C.

To Readers and Correspondents.

Anonymous communications are invariably rejected.
All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.
All communications intended for the EDITOR OF THE SOLICITORS' DEPARTMENT should be so addressed.

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The Law and the Lawyers.

THE American idea of our manner of dealing with professional questions is somewhat amusing. The *Albany Law Journal* informs its readers that "a committee of the House of Commons having been appointed to investigate the charges preferred against Dr. KENEALY, counsel for the *Tichborne* claimant, Mr. WHALLEY, M.P.. demands that a similar committee be appointed to investigate charges against Mr. HAWKINS, Q.C., prosecuting attorney."

THE large proportion of professional opinion in the House of Commons was arrayed against Mr. BASS's Imprisonment for Debt Abolition Bill. We observe that whilst Mr. BUTT, Mr. HOPWOOD, Mr. W. M. JACKSON, Sir HENRY JAMES, Serjeant SIMON, and Serjeant SPINKS voted for the Bill, the majority against it included the ATTORNEY-GENERALS for England and for Ireland, the LORD ADVOCATE, Mr. FORSYTH, Mr. GOLDNEY, Mr. GORDON, Mr. GRANTHAM, Mr. HOLKER, Mr. HUDDLESTON, Mr. C. E. LEWIS, Mr. M. LLOYD, Mr. A. G. MARTEN, Mr. G. O. MORGAN, Mr. NORWOOD, Mr. ROEBUCK, Hon. E. STANHOPE, Mr. WATKIN WILLIAMS, and Mr. LOPES.

THE first annual report of the Barristers' Benevolent Association, which has just been issued, is decidedly satisfactory. Donations had been received and promised up to 31st Dec. 1873, to the amount of £2035 15s., and annual subscriptions amounting to £479. The committee, after careful examination of the cases submitted to them, have granted assistance to the extent of £170. The sum of £1000 has been placed on deposit receipt, and a balance of £299 remains in the hands of the treasurer.

TWO Bills have been introduced into the House of Commons during the past week which the authors admitted to be defective. Mr. BASS positively allowed that his Bill for abolishing imprisonment for debt was illogical, and on Wednesday Mr. MORLEY in bringing forward his Married Women's Property Act Amendment Bill, confessed that it had blemishes. It is really ridiculous that Parliament should allow public time to be wasted in this fashion, and it is certainly a scandal that we have no standing committee whose duty it should be to rid Bills of their conspicuous blots before they are submitted to the House. A Bill of some kind to amend the Married Women's Property Act 1870 is very much wanted; and what Mr. MARTEN means by doubting whether it is necessary to do anything in that direction we cannot understand. There cannot, we should think, be two opinions of the absurdity of the law as it stands at present. We have from time to time reported cases from the County Courts and elsewhere and commented upon them, so as to have made the defects of the law familiar to our readers, and the only question is how those defects shall be remedied. Sir RICHARD BAGGALLAY has taken the right view of the matter; and if he would undertake the measure, and amend it as required, we might hope to see this branch of the law of husband and wife placed upon a satisfactory footing.

WE perceive that the observations of Mr. Justice BLACKBURN, on the appeal from the decision of Mr. BEALES in the case of *Taylor* v. *The Great Eastern Railway Company*, reported in this journal on the 7th of last February have not unnaturally excited that learned gentleman's indignation. The learned Judge was rather more severe than usual in this particular instance, and we regret that we cannot in a measure appease Mr. BEALES by admitting any mistake or exaggeration in the report. As furnished to us, it was a transcript of a shorthand writer's notes, and we are not aware that there is any ground whatever for disputing its perfect accuracy. Whether the facts of the case and reasons of the decision were fully apprehended by the court is another matter, and we shall be very glad to hear an explanation favourable to Mr. BEALES' reputation. The testimony of the County Court Bar must be satisfactory to Mr. BEALES, and we ourselves have more than once had occasion to admire the care which the learned Judge devotes to cases which come before him, and his ability as a lawyer is generally considered to be respectable. With respect to the severity of Mr. Justice BLACKBURN's comments, we incline to the opinion that, as a matter of principle, glaring incapacity in an inferior Judge is quite as much a subject for the consideration of the LORD CHANCELLOR as misconduct; but, looking at Mr. BEALES' career on the Bench, it is open to question whether he should have been exposed to judicial criticism, even supposing Mr. Justice BLACKBURN justified by the facts and circumstances of the case. We shall welcome with much satisfaction any *amende* which may be made to Mr. BEALES.

THE argument advanced on behalf of the sitting members in the case of the *Hackney Election Petition* was perhaps as remarkable as any which has ever been addressed to an election tribunal. Assuming the learned counsel to have been correctly reported, he argued that inasmuch as there are precedents which justify an election which is pure being upheld in spite of some slight irregularity in the mode of taking the poll, therefore, an irregularity which amounts to an absolute exclusion of an unascertainable number of voters from the polling booths should not invalidate an election unless it can be clearly shown that the numbers excluded would have brought about a different result. This was to put before the judge a problem utterly impossible of solution, and to ask him, because he was unable to solve it, to determine that there was a mere irregularity which did not affect the return. We are not now dealing with the judgment of the learned Judge—which, however, has arrived at the only possible conclusion—but with the principle of the argument. It is quite new to us that where a corrupt practice affects a constituency, it must be shown that those influenced equal the majority obtained by the successful candidate. In the *Galway* case priestly intimidation was the ground on which Mr. Justice KEOGH upset the return, but the sitting member was many hundreds ahead of his opponent, and it was obviously impossible that this majority could be accounted for by any corrupt influence. But no one ever thought of suggesting that on such a ground the

election should be sustained. It will of course be said that a failure of the machinery of polling is a different matter to corrupt influence. As regards the candidates it may be—as regards the public it is not. Every elector has a right to record his vote freely, whatever its effect on the return may be, and we think it would be decidedly dangerous if a public right of the highest importance were to be weighed in the balance of contending parties. Where the machinery breaks down, the question is not whether the same candidates would have been elected had it not broken down, but whether the electors have had an opportunity of recording their votes. This may be a question of degree; a substantial number of voters must doubtless be prevented from voting, but where exclusion to that extent is proved there must be a new election.

WE believe it is generally admitted that ORTON was a most extraordinary impostor, but the way in which he managed to delude respectable lawyers is perhaps the most astounding feature of his career. More than this; certain lawyers were not content with believing in him and writing professional opinions about his case. The infectious zeal of his partisans carried them out of the caution which usually hedges in members of the legal profession, and induced them to write letters for the purpose of being exhibited to supporters. These letters would have appeared to be sufficiently ill-judged and imprudent when everything was still open to conjecture, and their swift destruction would have been a mercy to their writers. But when the subject of the opinions expressed in those letters is condemned by all reasoning men as the hero of a story fatally blotted, as Mr. Justice BRETT has said, with a hundred improbabilities and impossibilities, it is simply cruel to drag them into the light. One of them, however, found its way into that highly respectable organ *Reynolds's Newspaper*, and was thence copied into a weekly production, which we refrain from characterising, called the *Englishman*. This was bad enough, but in order that no one who omitted to read the two publications which we have named should be uninformed of the folly of which a Queen's Counsel can be guilty, a letter to the *Times* from the learned gentleman himself proclaimed the circumstances to all the world. Is it possible after this to repel with any show of indignation the American assertion of the deterioration of the English Bar?

THE case of *The Original Hartlepool Collieries Company* v. *Moon* (30 L. T. Rep. N. S. 193), is one of some practical importance on the subject of production of documents, the question being whether a defendant could be compelled to produce letters relating to the subject matter of the suit addressed by her solicitors to third parties. The Vice-Chancellor (BACON) pointed out the important fact that the privilege of non-production is the privilege of the client, and does not extend to communications by a solicitor to other persons. His Honour said: "The privilege contended for is her [*i. e.*, the client's] privilege, and it is impossible to carry it any further, because, although in some of the cases that have been referred to, it might seem at first sight that it was the privilege of the solicitor, upon consideration there is no ground whatever for so treating it. A solicitor who is employed to conduct the suit and to collect evidence, to get up the case, as it is called, is acting on behalf of his client, and only on behalf of his client, and the privilege which he claims is not a privilege that he possesses, but a privilege that belongs to the client because of the employment of the solicitor." Consequently, letters written by the solicitor to a third party who was, in a certain sense, the agent of his client, were held not privileged. It must be added, however, that it was further said that "The case of a solicitor who employs a person to collect evidence for him in a foreign country, or who employs an accountant to make up a report from books, is a part of the proper business of the attorney; the client has retained him to do that business, and he has done it, and cannot be compelled to disclose the manner in which it has been done."

WE made no announcement last week of the pending changes in the law officerships, it being entirely uncertain who would be the incoming SOLICITOR-GENERAL. Sir JOHN KARSLAKE's retirement and its cause are the subjects of regret throughout the Profession. He has long been, in or out of office, emphatically the leader of the Bar, and it has never had a leader who knew better how to maintain its standard of purity and independence. We now know that Mr. JOHN HOLKER, Q.C. of the Northern Circuit, has been offered and has accepted the office of SOLICITOR-GENERAL, and the appointment is one which must commend itself to the approbation of everyone who knows anything of the recent history of our greatest circuit. As the leader of that circuit he has been exceedingly popular. He has the reputation of being an astute lawyer, and an advocate whose powers of lucid exposition have never been surpassed at the English Bar. He commenced his career like so many of our eminent men in the office of a solicitor. Having been called to the Bar at Gray's Inn in 1854 he commenced practice as a local barrister at Manchester. In a short time, however, he removed to London, rapidly obtained a large and lucrative practice, and received a silk gown in 1868. He first entered Parliament as member for Preston in 1872, and was again returned at the General Election of the present year. By his retirement from the Northern Circuit, where he appeared on one side or the other in almost every case, a vast amount of business will be released, but we believe we may confidently say that there will be less joy over this by the members of the circuit than will be excited by the promotion which raises him purely on his merits from the proud position which he has recently held to the responsible post of Solicitor-General.

IMPRISONMENT FOR DEBT IN COUNTY COURTS.

MR. BASS's Bill for abolishing imprisonment for debt in the County Courts has been defeated by an overwhelming majority, but there is sufficient strength of opinion in support of its principle to justify the expectation that imprisonment as a punishment for not paying debts will be abolished altogether at no distant date. When we find converts such as Sir HENRY JAMES, who was on a committee which took evidence on the subject, there must be some very strong and cogent objections to the present system. If we fail to appreciate them the fault must be ours. But whatever they are, and whatever their force, we consider that a mistake is made in mixing up with the simple issue "grave social and economical questions," which, according to Sir HENRY JAMES, are involved. We look through his speech to discover such questions, and what do we find? First, that the power to enforce payment by imprisonment fosters an unhealthy system of credit. Secondly, that the opportunity of obtaining credit for necessaries induces the working man to get in debt to the draper and grocer whilst he spends his cash at the publican's, who cannot now recover for beer scores. Again, he says that men sent to prison are brought into contact with the worst characters. These, we suppose, are the grave social and economical questions, and we are free to admit that opinions may differ as to their gravity. We have heard them urged before, and they are supported by the testimony of one or two of the most eminent of our County Court Judges. Perhaps the difference of opinion prevailing among County Court Judges is the most remarkable circumstance in the history of the agitation. Mr. GEORGE RUSSELL and Mr. J. A. RUSSELL are gentlemen held in high esteem, and would not be likely to give opinions of a vague or ill-founded character. Forming their opinions upon their experience, they conclude that many of the small debts for which commitment orders are now made would never have been incurred if the power to enforce payment by imprisonment had not existed. That is to say, that if imprisonment for debt were abolished, the credit system as available to the working classes would collapse. And this they consider expedient. Many Judges, on the other hand, take a diametrically opposite view; they see no objection to the credit system properly regulated, or to the commitment of debtors with whose knowledge debts have been contracted, and who have the means to pay. Perhaps Mr. Commissioner KERR has had as large experience of the credit system as any Judge, and the operation of imprisonment for debt has been constantly before him for many years. It is only necessary to sit in his court for a few hours to hear his opinion of the expediency of abolishing the power of imprisonment for non-payment of debts. The view which he takes is probably stronger than that of many County Court Judges, as he looks upon a man who has voluntarily got into debt, and refuses to pay, as *primâ facie* dishonest. This is, we conceive, the correct view, and if imprisonment for nonpayment of debts, or, more correctly, for disobeying an order of the court for payment, were abolished, Mr. CROSS's suggestion that the principle of the legislation against fraudulent debtors should be extended, would have to be adopted.

It is a favourite argument against imprisonment for debt, that it is punishing criminally the incapacity or refusal to perform a civil contract. For the purposes of promoting healthy trade, we question whether this is the right way of looking at the matter. To procure on credit goods for which we have not the means to pay is virtually obtaining them by false pretences, and a false pretence is punishable by imprisonment. We freely admit, on the other hand, that where the debtor is not the author of his own liability—where, for example, the goods have been ordered without his knowledge, and the first demand for payment comes in the form of a County Court summons, the hardship of imprisonment may be very great. We also admit that every precaution should be taken that a debtor should be informed personally of the intended proceedings before matters are put in train for commitment. Here, indeed, we arrive at the true grievance, and Mr. CROSS deserves the greatest credit for being the only participator in the debate with sufficient sagacity or insight to perceive that it is in the administration of the law, and not in the law itself, that the evil is to be found. "If," he said, "County Court Judges would confer together and frame rules by which to act in a more uniform manner, much of the alleged evil would be removed." It is certainly extraordinary that there has not been more concerted action amongst those gentlemen with a view to settling the practice. Strict proof should always be required that the original summons has reached the debtor before a judgment summons is granted, and particular care should be taken to ascertain that the goods were supplied with the knowledge or consent of the debtor.

Some Judges have acted up to the extreme limit of *Jolly* v. *Rees* in relieving a husband from liability for goods supplied contrary to his orders. The liability being gone there is an end of all difficulty, but if the liability cannot be got rid of it is in the next place important that the debtor who has to bear a burden innocently contracted, so far as he is concerned, should not be sent to prison for non-payment, as the element of fraudulent intent or conduct is altogether wanting.

The whole subject has now at any rate been thoroughly thought out. It is very improbable that we shall obtain any better evidence than that which was extracted by the select committee. We know the opinion of County Court Judges, and we think it is the fact that a considerable majority are of opinion that the restricted power of imprisonment which now exists is most salutary, and should be preserved. We know that many Judges regret that abolition of imprisonment for debt has gone the length it has, and would gladly see it restored, whilst the commercial community must feel that it has considerably altered their relations with the public. This doubtless raises the question whether legislation should impose difficulties on trade by rendering debts impossible of recovery. We are decidedly of opinion that it should not, and we think that Sir HENRY JAMES's grave social and economical questions should not be taken into consideration in deliberating upon the operation of our legal machinery. There is ample evidence that impending imprisonment forces the settlement of claims which otherwise would be absolutely ignored in a very large number of cases. The few cases of hardship of which we hear are hardly a satisfactory set-off against such a result, and we conceive that debtor and creditor should be left to the difficulties and perils which each at present incurs; and even on a balance of disadvantages, we believe it would be more detrimental to a working man to be deprived of credit than to suffer occasional imprisonment.

LAND TITLES AND TRANSFER BILL.

WHEN a Lord Chancellor adopts a Bill previously introduced by his predecessor, who was opposed to himself in politics, it appears clear that the principle of the Bill must be taken as acknowledged to be correct by both political parties, and the main discussion upon the Bill can be upon questions of detail only. Lord Cairns has presented to the House of Lords what is, in effect, the Bill of Lord Selborne with Vice-Chancellor Sir Charles Hall's alterations.

As both the learned lords are agreed that "it is expedient to make further provisions for the simplification of the title to land, and for facilitating the transfer of land in England," it behoves all real property lawyers carefully to study the Bill and render their best assistance in making it as workable as possible.

We have not at present had time to consider the 171 sections of which the Bill consists sufficiently to make any suggestions, but we propose at an early date, when we have given the Bill more attention, to state our views upon its different parts. At present we must content ourselves with giving, in general terms, the objects proposed to be effected.

The Bill proposes to allow any person entitled, legally or equitably, to an estate in fee, whether in possession or reversion or charged or not, and whether it be an estate in tail or in fee simple, or a base fee, or any person authorised with or without the consent of another person, to dispose, by way of absolute sale, of an estate in fee simple, in possession or reversion or charged or not, or a purchaser of a similar estate in fee simple, to register himself as the proprietor of the land, but in some cases certain consents are required. Registration may be of three kinds—(*a*) of a title absolute that is good without any other exception or reservation than those mentioned in the register or in the Bill; (*b*) of a title limited as good from a certain date mentioned in the register, with the above exception and reservation; and (*c*) of the applicant, as proprietor only, without any title. In every case the registrar is to be furnished with a correct description of the land, accompanied (except in the case of incorporeal hereditaments) by a plan, and with statements of all interested persons, of their estates and powers, and of all charges and incumbrances. In cases of applications for registration, as proprietor only, the applicant is to satisfy the registrar that he, or some one entitled to a prior estate, or his mortgagee or beneficiary, is in possession or receipt of the rents; and in cases of compulsory registration, to which we shall presently refer, the registrar is to be satisfied with the deed of conveyance. In cases of application for registration with a title absolute or limited, an abstract of title, with such evidence as general orders may require, is to be furnished, and the registrar must be satisfied that the applicant, or his predecessors in title, or some person entitled to some estate under the same common title, has or have been in possession or in receipt of the rents for not less than five years immediately prior to the date of the application. The registrar and an examiner of title are to examine the title, and the former may require further particulars and evidence of the identity and correctness of the lands and their quantities, but the registrar is not to require a title to commence earlier than *at least* (*sic*) forty years previously to the time of registration, unless he is of opinion that there is reason to suppose that some settlement or will prior to that period may have been executed which might prejudicially affect the title; and the registrar may accept as sufficient evidence recitals, statements, and descriptions of facts, matters, and parties, in deeds, instruments, and statutory declarations twenty years old. When the application is for registration otherwise than as proprietor only, a notice of it, containing a description of the land, the name and description of the applicant, and a statement of the effect of the proposed registration, as excluding adverse claims, and a time and place for showing cause against it, is to be advertised in conformity with general orders, and a copy of the notice is to be posted on or near the land, and served upon such persons as the registrar shall direct. Before registration with title absolute or limited, the applicant and his solicitor, or agent, or certified conveyancer, and such other person or persons, if any, as the registrar shall require, are to make affidavit that all deeds, wills, and writings relating to the title of the land, or any part thereof, and all facts material to the title thereto, and all charges, liens, incumbrances, contracts, and dealings affecting the same, or any part thereof, or giving any right as against the applicant, have to the full extent of their respective knowledge, information, and belief been made known to the registrar; but the registrar is to be empowered to dispense with such affidavit, either from the applicant or from any other person, when he shall think it reasonable so to do, or to permit the terms of it to be so modified as circumstances might require. When, after the 1st Jan. 1879, a sale of land in fee simple, in possession, or reversion, and charged, or otherwise, takes place, there not being then a registered proprietor, and the purchaser might apply for registration, some person must be registered as proprietor, with absolute or limited title, or as proprietor only, and the instrument of conveyance is until such registration to operate in equity only, and is not to be effectual at law to pass the legal estate. A registered proprietor, whether owner or trustee only, is to be deemed to be owner in fee simple, with full powers of disposition, subject only to the charges and estates referred to in the bill or stated on the register; but such proprietor is to be able to deal with the land by the same modes as he now can, but except in the interval between the death of a proprietor and the entry on the register of another proprietor, there is always to be a registered proprietor in whom the legal estate, subject as aforesaid, is to be deemed vested. Leasehold estates, where more than twenty-one years are unexpired, or where two lives are still living, and estates in dower and by the courtesy may also be registered under similar conditions to those relating to estates in fee.

Upon registration an entry is to be made in a book, to be called "The Land Register," of the name of the proprietor, a description of the land, with a reference when necessary or convenient to a map, whether the title is absolute or limited, and, if so, the limit, and, if either, the particulars of all prior estates, leases, and incumbrances other than those referred to in the bill, but no trust of any kind is to be referred to, nor is it to be shown that the proprietor is mortgagee, or has a security only. The registrar is to give the proprietor "a land certificate," the form of which has yet to be prescribed, which is to contain a transcript of so much of the register as relates to the land or lease, and upon the registrar being satisfied of the loss or destruction of the certificate he may grant a new one. The deposit of the certificate with a memorandum endorsed at the time stating the date and purpose of the deposit, and bearing a proper mortgage stamp, is to create a lien on the land equivalent to that made under the powers of the Bill, so as to take precedence of all statutory charges not previously noted on the certificate. The proprietor may charge the land, and the instrument of charge may or may not confer a power of sale, and the owner of the charge may be registered. The registered charge will imply (unless the contrary be stated in the instrument of charge) a covenant by the registered proprietor for the time being of the land to pay the money and interest. If the instrument of charge confer a power of sale, the registered proprietor of the charge may exercise it, and transfer the land as if he were the registered proprietor thereof; if no power of sale be conferred he can only enter into possession or apply to the court for sale. As between themselves registered charges are to rank according to the order of their registration, and not of their creation, and upon the satisfaction of a charge, the registrar on proof, or on the requisition of the proprietor of the charge, is to enter a note thereof on the register upon which the land is to be deemed discharged.

The Bill makes provision for the entry of the new owner on the transfer of any land, but until that has been done the person on the register is to be deemed proprietor, and it also provides for alteration of the register in the case of marriage of a female proprietor or of the death or bankruptcy of a proprietor and of sales by the court or sheriff.

The Bill also creates a system of notices and caveats both as against registration and against the transfer by a registered proprietor, and also provides for an inspection of the register by a limited class of persons.

The Land Registry office is to be in London, and the business is to be conducted by the Registrar with the aid of such assistant registrars, whose acts are to be deemed the acts of the registrar,

examiners of title, clerks, messengers, and servants, as the Lord Chancellor may fix, with the consent of the Treasury, and the fees to be taken for registration are to be settled by the registrar with the sanction of the Lord Chancellor, and the Lord Chancellor may from time to time fix a scale of fees to be paid to the examiners of title, and also of costs to be paid to solicitors or certificated conveyancers in respect of any service to be rendered by them in any matter relating to proceedings under the Act, and any scale of costs so fixed may, if the Lord Chancellor thinks fit, be based on an *ad valorem* principle.

The Bill contains forms of transfer and charge which are to be as effectual as any other form would have been. When it appears probable that the amount of business to be transacted in a particular district will be sufficient to pay the expenses of a registry there, the Lord Chancellor, with the consent of the Treasury, is to have power to form a district registry, with a proper staff.

The staff of the present registry office, with all papers, are to be transferred to the new office.

The above is a general sketch of the greater part, although, of course, not all, of the proposed objects of the Bill, and upon a future occasion we propose to carefully consider the Bill in detail.

FALSE REPRESENTATION BY AGENTS.

THERE has been a somewhat singular concurrence of cases lately on the extremely important question under what circumstances an agent binds his principal by a false representation. The case of *Swift* v. *Winterbotham* must be familiar to all our readers, and is an excellent illustration of the difficulties which surround the subject. There the manager of a branch bank had been applied to concerning the solvency of a gentleman well known in the locality of the bank, and had expressed a favourable opinion. This opinion was conveyed by letter, the applicant being the manager of another banking company. The form of the application was this:—"I shall be much obliged by the favour of your opinion in confidence of the respectability and standing of Sir William Russell, Bart., M.P. for Norwich, and whether you consider him responsible to the extent of £50,000." And the answer addressed to the bank was: "I am in receipt of your favour of the 8th inst., and beg to say in reply that Sir Wm. Russell, Bart., M.P. for Norwich, is the lord of the manor of Charlton Kings, near this town, with a rent roll, I am told, of over £7000 per annum, the receipt of which is in his own hands, and has large expectancies; and I do not believe he would incur the liability you name unless he was certain to meet the engagement." Goddard, one of the defendants, signed this as "manager," the representation was acted upon, and a heavy loss sustained, which it was sought to recover against the bank of which Goddard was manager, and himself personally.

All that we are are now concerned with is the law involved, and we may therefore say shortly that a verdict being obtained by the plaintiffs, it was attempted to set it aside, but the rules for this purpose were discharged by the Queen's Bench. That court considered that the bank was bound by the signature of its manager (within sect. 6 of 9 Geo. 4, c. 14), and thus liable for the false representation. The Court of Exchequer Chamber reversed this decision (30 L. T. Rep. N. S. 31). The ruling of the court of appeal seems to us to be sound law, and moreover it is supported by a recent decision of the Judicial Committee of the Privy Council, which we reported last week, namely, *Mackay* v. *The Commercial Bank of New Brunswick* (30 L. T. Rep. N. S. 180).

The better plan in considering the effect of judicial decisions as making the law, is to take those emanating from the highest courts of appeal, and if they are not in conflict with other cases of similar authority to disregard decisions in the courts of first instance which are opposed to them. In *Mackay's* case, *Swift* v. *Winterbotham* (sub nom. *Swift* v. *Jewesbury, ubi sup.*) was noticed, and the whole subject fully discussed. We will make it our business now to consider what may now be taken as established beyond controversy.

In the first place, is the signature of the manager of a banking company a signature by the company as the party to be charged within the Act of Lord Tenterden? The decision of the Exchequer Chamber in *Swift* v. *Jewesbury*, is emphatically in the negative. Lord Coleridge, in delivering judgment, said, "Whether we look at the antecedent reason, or at the Parliamentary exposition contained in the statute, it seems to me that the true construction is, that in order to charge a person under Lord Tenterden's Act with a fraudulent misrepresentation as to the capacity of another, you must produce a written document containing the misrepresentation, and signed by the person sought to be charged." Turning to *Mackay's* case we find a common law representation—that is to say, a representation by an agent acting within the scope of his authority. There the facts were that the defendants' cashier, who discharged the duties of manager, sent a telegram to persons who were hesitating about accepting certain drafts, such telegram purporting to come from the drawer, that remittances required to meet previous drafts had been sent Upon this representation the plaintiffs accepted the subsequent drafts. The representation was that the remittance had been sent but when the manager sent the telegram in the name of the drawer the latter was insolvent and had absconded. The defendant bank had indorsed the subsequent drafts and it was consequently to their interest that they should be accepted. The main question was this—was the position of the manager such as to bring the representation which he made within the scope of his authority? The Committee recognised the difficulty of defining precisely the position of an agent which will confer the power to bind the principal by his fraud. Obviously circumstances may vary and it is almost an impossibility to state a principle which shall govern all cases. The nearest approach to such a principle which we can conceive is this: If an agent acting within the scope of his employment makes a representation in the ordinary course of business for the benefit of his principal and such representation is false, the principal is liable. That is to say, that no express authority to make the particular representation is necessary, and, moreover, it is not essential that the principal should actually benefit by the fraud. The distinction between cases of an agent making a representation which does not in any way affect the principal's interest and cases in which it does is well shown by *Smith* v. *Jewesbury* (*sup.*) and *Barwick* v. *The English Joint Stock Bank* (16 L. T. Rep. N. S. 461). In deciding that the representation of Goddard in the first-named case, was a representation by him only in his individual capacity, Lord Coleridge said: "This does not at all conflict with the case of *Barwick* v. *The English Joint Stock Bank*, and cases of that description, because there can be no doubt that where an agent of a corporation, or a joint stock company, in conducting its business, does something of which the joint stock company take advantage, and by which they profit, or by which they may profit, and it turns out that the act which is so done by their agent is a fraudulent act, justice points out, and authority supports justice in maintaining, that they cannot afterwards repudiate the agency, and say that the act which has been done by the agent is not an act for which they are liable."

In further illustration of this subject reference may be made to *Addie* v. *The Western Bank of Scotland* (L. Rep. 1 H. of L. Cas. Sc. 145), in which was laid down by Lord Cranworth that if by the frauds of the agents of an incorporated company third persons have been defrauded, the corporation may be made responsible to the extent to which its funds have profited by the frauds; and to *Ranger* v. *The Great Western Railway Company* (5 H. of L. Cas. 86), where the same noble Lord said, "strictly speaking, a corporation cannot of itself be guilty of a fraud. But where a corporation is formed for the purpose of carrying on a trading or other speculation for profit, such as forming a railway, these objects can only be accomplished by the agency of individuals; and there can be no doubt that if the agents employed conduct themselves fraudulently, so that if they had been acting for private employers, the persons for whom they were acting would have been affected by their frand, the same principles must prevail where the principal under whom the agent acts is a corporation." Therefore the same general principle applies whenever the nature of the business transacted by the agent gives him opportunities of fraudulent representation for the benefit of his employers—whether those employers be a corporation or individuals.

We said at the outset that where courts of appeal have given decisions which are uniform and consistent, the safest course is to disregard inconsistent decisions of courts of first instance. We must, however, take the liberty of observing that we found a difficulty in seeing how, in *Swift* v. *Winterbotham*, quite apart from the 6th section of Lord Tenterden's Act, the reply of Goddard to the application made by him in his individual capacity could bind the bank. We thoroughly agree with the counsel who argued for the bank, that it would be almost impossible for a bank to carry on business if banks were to be made responsible for every untrue representation of solvency of individuals made by branch managers, for no purpose connected with the business of the bank. Possible profit accruing to the bank was not an element in that case, as it was in all the other cases, and conspicuously in *Mackay's* case. Where there is the element of possible profit, that being the object of the representation, and the representation is made in the course of business, as Lord Coleridge says, it is but justice, and justice is supported by authority, that the principal should be liable.

LAW LIBRARY.

Rawlinson on Instructions for Wills. By JAMES RAWLINSON, Solicitor. London: Stevens and Sons.

THE object of the author of this little work is to furnish solicitors with a guide to taking instructions for wills, and we think it may fairly be said to come up to the standard aimed at by Mr. Rawlinson, and that it will be found of service to those whose practical professional experience is limited. We cannot, however, adopt the opinion expressed in the preface, that it is incumbent on a solicitor to explain to a client (giving instructions for the preparation of his will) the extent to which his will will be affected by the several statutes relating to such document. The work before us is certainly a useful one, consisting as it does for the most part of references to such enactments as particularly relate to the subject of wills. It will also be found of use to articled clerks.

LEGISLATION AND JURISPRUDENCE.

HOUSE OF LORDS.

Tuesday, April 14.

ATTORNEYS' AND SOLICITORS' BILL.

This Bill was read a third time and passed.

HOUSE OF COMMONS.

Monday, April 13.

OFFENCES AGAINST THE PERSON BILL.

MR. CHARLEY moved the second reading of this bill. The object of the Bill was to throw a protection round young girls. It was founded upon the report of a select committee, and it had received the assent of the House of Commons on two occasions——SIR H. SELWIN IBBETSON said there was no opposition to the second reading of the Bill. The Home Secretary reserved to himself the right of proposing alterations if he should think fit in committee. The Bill was then read a second time.

INFANTICIDE BILL

Mr. CHARLEY, in moving the second reading of this Bill, said its object was to check infanticide. The severity of punishment too frequently defeated the object of the present law, and the Bill aimed at carrying the law into effect by proposing to mitigate the severity of the punishment.——Mr. HOLKER supported the measure, because he believed it to be a good and useful one.——The HOME SECRETARY did not oppose the second reading, as the principle of the Bill had already been accepted by the commissioners on capital punishment. But the details of the measure would require considerable modification, and he now consented to the second reading of the Bill on the understanding that it should be referred to a select committee along with the Bill introduced by the Recorder of the City of London, in order that the whole subject might be carefully discussed. The Bill was then read a second time.

Tuesday, April 14.

IMPRISONMENT FOR DEBT BILL.

MR. BASS, in moving the second reading of his Bill to abolish imprisonment for debt by county courts for sums under £5., intimated that if the measure reached committee he should be willing to confine it to debts of £2.——The Bill was opposed by Mr. LOPES, who argued that the power of commitment vested in the county court judges was not a hardship, because in every case the judge must be satisfied that the debtor had the means of paying, but contumaciously refused to do so.——Sir H. JAMES described the county court system as a great debt-collecting machine kept up in the interest of small traders.——Mr. ROEBUCK contended that the alteration of the law contemplated by the Bill would inflict serious injury on the working classes themselves by depriving them of the power of obtaining credit.——After some discussion, in which Mr. HOLKER, Serjt. SIMON, Mr. S. LLOYD, and Mr. FORSYTH took part, Mr. Secretary CROSS said that if any evils existed they sprang from the manner in which the law was administered rather than from the law itself, and he recommended that the County Court Judges should lay their heads together and frame some rule by which they might arrive at an accurate test of a man's ability to pay the debt he had been adjudged to pay by the court. The real object of the Act of Parliament was that where proof was given to the satisfaction of the judge that the debtor who had the money to pay, and wilfully refused, or neglected to do so in such a way as to practically amount to fraud, deserved imprisonment. The proper remedy would, therefore, be that suggested by the Select Committee — namely, in the extension of the Fraudulent Debtors' Act of 1869.——The debate closed with a short speech by Colonel BERESFORD in favour of the Bill as an instalment of justice, after which the House divided and negatived the second reading by 215 to 72. The Bill was therefore lost.

Wednesday, April 15.

REGISTRATION OF VOTERS (IRELAND).

Mr. MELDON gave notice that he would on Friday move for leave to introduce a Bill to amend the law relative to the registration of voters in Ireland.

MARRIED WOMEN'S PROPERTY ACT (1870) AMENDMENT BILL.

Mr. MORLEY moved the second reading of this Bill. He explained that as the law at present stood a very large number of unmarried women and widows held farms and were engaged in trade. While unmarried they might incur debt, and should they marry, their creditors had no power to recover the debt, either from themselves or the husbands whom they might marry. He knew of a case where an unmarried woman obtained a piano, which was to be paid for in eight quarterly instalments. After she had paid four she married, took the piano with her, and the creditor lost the remainder of the money which was his due. Great hardship was inflicted by this state of the law, and what his Bill aimed at was to provide a remedy. Unfortunately, the measure had been made retrospective in its operation; but this point could be amended in committee.——Mr. A. MARTEN moved that the Bill be read on that day six months. The hon. member contended that this Bill would induce a principle which was novel in reference to the relations between husband and wife; it would treat the wife as though she died when her marriage took place and the husband became her executor. He would be liable in certain cases to account for the wife's property which he received, and that at any future time, so that a woman who might be entitled to give £1000 to her godchild could not give a £10 note to her husband without his becoming liable to account for it. The onus also was thrown upon the husband of showing that he had not received property which was liable to the wife's debts, whereas the liability of proving any such receipt should surely rest upon the creditor. There was really no practical hardship in the existing law which called for any such alterations as were proposed in the present measure. In addition to the objections on principle to the substance of this Bill, there were also many objections upon matters of comparative detail, and what he would suggest was that, instead of adopting this Bill, the House should rather proceed by extending the provisions of the Act of 1870. The present Bill was also of a piecemeal description, whereas, if anything was required to be done, it should be by a complete legislative measure, which laid down clearly the principle upon which the courts should proceed.——Sir F. GOLDSMID agreed that the Act of 1870 should be dealt with by a comprehensive measure; and such a Bill was brought forward last session, and would have passed but for the new half-past twelve rule. This measure had not been brought forward this year; and therefore the only question now before them was, whether they should not by the present measure attempt to remedy certain proved instances of injustice.——Mr. S. HILL thought that husband and wife should never be treated in reference to property as entirely separate persons; but still there were certain things in the Act of 1870 which clearly required remedy. In the present Bill there were many points which needed amendment but still upon the whole he should support the second reading, it being a measure which would remedy many existing evils.——The ATTORNEY GENERAL could have wished that this had been a Bill more apt and proper to give effect to the object sought to be attained; but still it hit what was clearly a blot in the existing law. Before the Act of 1870 a man who married a woman who was possessed of property, and who also owed debts, acquired her property, and also became liable to pay her debts. The Act of 1870 made two alterations in that law, one protecting certain property of which a woman became possessed, and giving it to her as her separate property; and the other alteration was made by providing that the husband should not be liable for the wife's debts after he had married her. The consequence of this was, that the husband in many cases acquired all his wife's property, while her creditors got nothing, he not being liable for her debts. The object of the promoters of this Bill was to make the husband liable for the debts of his wife to the extent of the property that by reason of his marriage he had derived from his wife. No doubt some parts of the Bill would require amendment, one objection to the Bill being that it did not go far enough, but these things could be amended in committee, and therefore he should support the second reading of the Bill.——The ATTORNEY-GENERAL for IRELAND, in assenting to the second reading, did so only upon the assumption that certain defects in it would be amended in committee.——Mr. MELDON opposed the Bill, principally upon the ground of its being piecemeal Legislation. At present there were no means of making married women liable, but still there would in many cases be difficulty in enacting that property should be followed so as to make it meet the wife's debts under certain circumstances. It was also necessary that several other alterations should be made in the law as it now stood, but the matter had, in his opinion, better stand over until some more perfect measure could be brought in.——Mr. GREGORY agreed that in some instances there would be great difficulty in following settled property, but still, upon the whole, he should support the Bill, though no doubt it would, in some particulars, require alteration.——Mr. MORLEY, in reply, admitted that there were certain defects in the Bill which he should be glad to remedy; his only object being to enact the principle contained in it.

The Bill was then read a second time.

RETURNING OFFICERS' CHARGES.

Sir H. JAMES obtained leave to bring in a Bill to control the charges of returning officers at parliamentary elections.

The Bill was brought in and read a first time.

LAND TITLES AND TRANSFER BILL.

(*Continued from p. 417.*)

Effect on Registration.

35. *Estate tail, &c. of proprietor barred by registration.*—The registration of any person as proprietor of land shall bar any estate tail, or enlarge any base fee, to which respectively such person was immediately before the registration entitled therein, and all remainders and reversions expectant thereon.

36. *The registered proprietor to have the fee simple, subject, &c., but prior estates, &c., may be barred by Statute of Limitations.*—The person registered as proprietor of land shall have an estate in fee simple therein, together with all rights, privileges, and appurtenances therewith enjoyed or thereunto belonging or appurtenant thereto, free from all rights, interests, claims, and demands whatsoever, including any right, interest, claim or demand of Her Majesty, her heirs and successors, except and subject as follows; that is to say,

(1) If the registration be as proprietor only, except and subject to any adverse estate, interest, or title subsisting in or to the land at the date of the registration:

(2) If the registration be as proprietor with limited title, except and subject to any adverse estate, interest, or title, subsisting in or to the land at the date mentioned upon the register, and the rights of all persons interested under or by virtue of any such estate, interest, or title:

(3) Whether the registration be as proprietor with absolute or limited title, except and subject to the prior estates, and incumbrances, if any, entered on the register, and to any power of re-entry, shifting clause, restriction, or condition, notice whereof shall be entered on the register, and to all such charges and interests as are by this Act declared not to be incumbrances:

Provided, that all such prior estates, titles, rights, incumbrances, charges, and interests, may at any time be barred or extinguished, by any statute of limitations, or otherwise, in the same manner as if this Act had not passed.

37. *What are not to be deemed incumbranaes.*—The following charges and interests shall not be deemed incumbrances within the meaning of this Act; that is to say,

(1) Tithes, payments in lieu of tithes, tithe rentcharges, and charges by reason of the merger or extinguishment of tithes, or of tithe rent charges:

(2) Land tax, and charges under the Land Tax Acts, in respect of purchased or redeemed land tax. Succession duty, subject and without prejudice to the provision as to the same hereinafter contained:

(3) Liability to repair the chancel of any church, by reason that the hereditaments were part of any rectory:

(4) Liability, by reason of tenure, to the repair of highways, fee-farm rents, quit and chief rents, heriots and reliefs, and other charges having their origin in tenure:

(5) Rights of common, rights of way, watercourses, and rights of water and other easements:

(6) Rights of fishing and sporting, seignorial and manorial rights of all descriptions, and franchises, exerciseable over the registered lands:

(7) Embankments and drainage rights, and taxes or charges imposed or created, or to be created under any public Act of Parliament authorising the charging of lands with the expense of and incident to their improvement:

(8) Rights of or incidental to the passage of gas or water, or any charge imposed by public Act of Parliament on account thereof respectively, or rights or powers incident thereto:

(9) Tenancies created before or after registration for any term not exceeding twenty-one years, or of which at the time of the original registration there shall not be unexpired more than twenty-one years, or for any less estate, in cases where there is an occupation in pursuance of any such tenancies.

And all land of which there shall be a registered proprietor shall be deemed to be subject to such of the above charges and interests as may be for the time being subsisting so as to affect the same; nevertheless, where the existence of any such charges or interests as are mentioned in this section is proved to the registrar, to his satisfaction, the registrar may, if he shall think fit, enter on the register notice of such charges or interests, in such manner as he may think fit.

38. *The first registered proprietor to have power to dispose of the land, and he or his nominee may*

give receipts to purchasers.—The person registered as proprietor shall have power absolutely to dispose of the land of which he shall for the time being be registered proprietor, and if their shall be any money or other consideration paid or given, his receipt or the receipt of any other person to whom such money or other consideration shall with his privity be paid or given, shall be an effectual discharge for the same, and such power of disposal shall be subject only as the proprietor's estate in fee simple may be subject as hereinbefore mentioned, and to such (if any) lease, or charges as shall have been granted or made and shall have been registered under this Act, and to any charge created by deposit of the land certificate as hereinafter mentioned, and as regards corporeal hereditaments to such (if any) easements and incorporeal rights as shall have been created, and notice whereof shall have been entered on the register as hereinafter mentioned, and to such (if any) of the other legal estates hereinafter mentioned as may for the time being be subsisting; and, subject only as aforesaid, no transferee for valuable consideration shall be bound or affected by any express or constructive notice of any trust, equity of redemption, or equitable estate, right, title, or interest or *lis pendens*.

39. *Trusts, &c. to be binding as between registered proprietor and cestui que trust, &c.*—Every registered proprietor who is a trustee for any other person under any will, deed, or instrument executed either before or at the time of or after the first registration of such land, or who as between himself and any other person is only a mortgagee or has only a security, shall, as between himself and all persons beneficially entitled or interested under such trust, or subject to the mortgage or security entitled or interested to, or in the land comprised in the mortgage or security, be and continue subject to such and the same obligations, liabilities, and equities in every respect as if he had not been registered as proprietor.

40. *Transfer and transmission of land of which there is a registered proprietor. Unregistered interests, &c., equitible only.*—Land of which there shall be a registered proprietor may be conveyed, settled, devised, charged, and dealt with, and shall devolve, descend, and be transmissible, and subject in like manner as if this Act had not passed; save that after the first registration there shall always (except in the interval between the death of a proprietor and the entry on the register of another proprietor) be a registered proprietor, and in the registered proprietor for the time being the fee simple shall by his being entered on the register as proprietor be vested, without prejudice, nevertheless, to such (if any) of the other legal estates hereinafter mentioned as may for the time being be subsisting; and the registered proprietor for the time being shall have such power of disposal and other powers as hereinbefore mentioned in reference to the person first registered as proprietor; the estates, rights, titles, and interests of all persons, others than such as are herein expressly declared to be legal, being equitable only.

Grants of Easements and Incorporeal Rights.

41. *Grants of easements and incorporeal rights in registered land to be registered.*—Any easement or any incorporeal right, other than an annuity in or over any registered land, may be created by the registered proprietor for the time being, for the purpose of being annexed to or used and enjoyed together with other land. On proof being made before him of the creation of any such easement or incorporeal right, the registrar shall enter a note thereof upon the register of the land over which such easement or other incorporeal right is to be exercised, and also (if the other land to which it is annexed, or wherewith it is to be used or enjoyed, is also registered) upon the register of such other land.

42. *What legal estates there shall be in land of which there shall be a registered proprietor.*—Subject as the estate of the registered proprietor is to be subject in manner aforesaid, there shall be only the following legal estates and interests in land, or a rent, of which respectively there shall be a registered proprietor:

(1) The fee simple in a registered proprietor of land:
(2) The fee simple in a registered proprietor of a perpetual rent, and the powers and remedies for recovering the same, and such proprietor's powers of re-entry, if any, upon the land:
(3) Leases of which there shall be registered proprietors:
(4) Tenancies which are, as aforesaid, not to be deemed incumbrances:
(5) Easements and incorporeal rights created under the power in that behalf herein contained and of which notice shall have been entered on the register:
(6) Estate of tenant in dower of which there shall be a registered proprietor:
(7) Estate of tenant by the curtesy, of which there shall be a registered proprietor:
(8) The estate or estates vested in the person or persons deriving title by descent or devise, and in whom the legal estate shall, under the provision in that behalf hereinafter contained, be vested in the interval between the death of a proprietor and the entry on the register of another proprietor:

And all other estates, rights, titles and interests, shall be equitable only.

PART II.—*Registration of Leasehold Estates and Estates in Dower and by the Curtesy.*

43.—*Leasehold estates may be registered in like manner as freehold lands; also estates in dower, after assignment and entry and by the curtesy.*—Leasehold estates, that is to say, land demised for terms of years of which more than twenty-one years are, at the date of registration, still to come and unexpired, or demised for lives or for years determinable with lives, and in which two lives at least are still subsisting, and an estate in dower after assignment and actual entry, and an estate by the curtesy, may be registered in the name of a proprietor thereof, with a title absolute or limited, or as proprietor only, in a similar manner and subject to the same or similar directions and rules of proceeding, as herein provided, or as may be provided by general orders or rules, with respect to registration as to the fee simple.

44. *Who to apply for registration.*—The application for registration may, as regards leasehold land, be made by persons having such estates and interests therein as, having regard to the difference of tenure, are similar or correspondent to the estates and interests of the persons entitled to apply for a registration as to the fee simple, and, as regards an estate in dower, or by the curtesy, by the tenant in dower, or by the curtesy.

45. *Registration not to extend to lessor's title unless investigated by registrar.*—As regards leasehold estates, the registration shall not extend to the title of the lessor or grantor unless the registrar has investigated and is satisfied with the same, and makes an entry upon the register to that effect; in which case, the validity of the lease shall not afterwards be impeachable, as against the registered proprietor thereof, or any one claiming under or entitled to the protection of the registered title, on the ground of any want of power in the lessor or grantor to make the same.

46. *Estate of the registered proprietor of leaseholds.*—Leasehold land shall be vested in and held by the registered proprietor for the remainder of the term for which the land was demised, subject to all the clauses, covenants, conditions, and agreements, as to rent and otherwise, contained in the lease under which the same is held.

47. *Estate of the registered proprietor of estate in dower.*—Land held by a tenant in dower shall be vested in and held by the registered proprietor as tenant thereof for his own life.

48. *Estate of the registered proprietor of estate by the curtesy.*—Land held by a tenant by the curtesy shall be vested in and held by the registered proprietor as tenant thereof for his own life.

49. *Leaseholds and estates in dower and by the curtesy to be subject to prior estates.*—In the case as well of leaseholds, as of an estate in dower, and by the curtesy, the lease and land and estate shall be subject to all prior estates, rights, interests, underleases, charges, and incumbrances mentioned on the register, and to all other rights and charges affecting the same, which, if the land had been held in fee simple and registered accordingly, would have been expressly preserved by this Act or declared by this Act not to be incumbrances.

50. *Provisions as to trusts, &c., to be applicable.*—The provisions of this Act as to trusts, and the powers of disposal of the registered proprietor, and legal and equitable estates, and other the provisions of this Act which can be applied to leaseholds and an estate in dower and by the curtesy respectively, shall extend and apply to leasehold estates, and an estate in dower, and by the curtesy, as nearly as the difference between registration of a proprietor in fee and of a proprietor for a term of years or for life will admit of; but the registrar may dispense with such, if any, of the proceedings as he shall think may properly be dispensed with, having regard to any previous proceedings in respect of the same land, and may cause such notices to be given to all or any persons or person entitled to the land or rent, subject to the term of years or estate for life as he may consider proper.

51. *How the provision as to compulsory registration is to apply as to leaseholds.*—As regards the provision hereinbefore mentioned for compulsory registration of sales after three years from the commencement of this Act, the following rules shall be applicable to leaseholds: a lease or underlease granted out of the fee simple or out of a leasehold estate by an unregistered proprietor, with or without a rent reserved, and with or without a premium, shall not be deemed a sale; but any lease or underlease granted out of the fee simple or out of a leasehold estate by a registered proprietor, with or without a rent reserved, and with or without a premium, shall be deemed a sale; and an assignment upon a sale of any existing lease or underlease, whether granted by an unregistered or a registered proprietor, shall be deemed a sale.

52. *Determination of leasehold estates to be entered on the register.*—When any lease of which there shall be a registered proprietor shall have been determined by the re-entry of the lessor, or by the surrender of the lessee, or otherwise, the registrar, upon the same being proved to his satisfaction, and after notice given in the manner prescribed by this Act to the person appearing upon the register as proprietor of such lease, unless the registrar shall consider such notice unnecessary, shall enter upon the register where the proprietor of such lease is entered a note of the determination of such lease.

PART. III.—*Land Certificate, Securities by Mortgage, by deposit of Land Certificate, and by Charge under this Act.*

53. *Land certificate.*—On the application of the registered proprietor for the time being of land, or a lease, the registrar shall deliver to him a certificate, in this Act called "a land certificate," in the prescribed form, and authenticated in the prescribed manner.

Every land certificate shall contain a transcript of the part of the registrar relating to such land or lease at the time of the delivery thereof.

Every land certificate shall be *primâ facie* evidence of the several matters therein contained.

54. *Receipts for certificates.*—Before the delivery of any land certificate, a receipt for the same in the handwriting of the proprietor may be required to be signed by him, so as to prevent, as far as may be, personation.

55. *Minority to be noted.*—If a land certificate is delivered to a person known to the registrar to be a minor, or under any other disability, the registrar shall state on the certificate such disability.

56. *Note of delivery of certificate to be entered on register.*—Upon the delivery of such certificate the registrar shall enter on the register a note of the delivery thereof.

57. *Registrar, at the request of holder, to compare certificate with register.*—At the request of the holder of the certificate, the registrar shall at any time compare the certificate with the register, and, if there has been no alteration, shall certify at the foot of such certificate that is contains a true copy of the entries in the register, and shall sign the same, and add the date of such signature. Any alteration or omission which can be conveniently made in a land certificate, or any addition thereto, so as to make the same correspond with any alteration in or addition to the register, may be made and signed by the registrar, if he shall think fit.

58. *Loss of land certificate.*—If any land certificate is lost or destroyed the registrar may, upon being satisfied of the fact of such loss or destruction, grant a new land certificate in the place of the former one, such new certificate mentioning that is is so granted.

59. *Renewal of land certificate.*—The registrar may, upon the delivery up to him of any land certificate grant a new certificate in the place of that delivered up.

60. *Transferees who are mortgagees to be registered without mentioning their being mortgagees.*—When land or a lease of which respectively there shall be a registered proprietor, shall be transferred to a person as mortgagee or as a security, the transferee shall be registered as proprietor without mentioning on the register that the transaction is a mortgage or secutity, and such proprietor and the person becoming proprietor from, through, or under him, shall, as between himself and third persons, be deemed registered proprieter, with all the rights and powers of such proprietor; but as between himself and the mortgagor and persons deriving equitable estates or interests through or under him, such proprietor, and every person becoming proprietor from, through, under him, otherwise than as purchaser in fee simple for valuable consideration, shall be subject to account and redemption as a mortgagee or person having security would, independently of this Act, be liable to account or to be redeemed.

61. *Charge by deposit of land certificate.*—The deposit by the registered proprietor of the land certificate, with a memorandum endorsed thereon at the time of such deposit, stating the date of the deposit and for what purpose the deposit is made, being stamped as a mortgage, shall, for the purpose of creating a lien on the land or leasehold estate described therein, be equivalent to a charge made under a power for that purpose hereinafter created, and shall take precedence of all statutory charges not previously noted on the certificate. And no charge or lien on any registered land or lease shall be created by any other deposit whatever, and no lien for unpaid purchase-money, in respect whereof a charge under this Act shall not

have been given, shall exist on such land in favour of any vendor or transferor of any land or lease or statutory charge.

62. *Creation of charges.*—The registered proprietor of any land or lease may charge the same with the payment of any principal sum or sums of money (either ascertained or to be ascertained), either with or without interest, or with the balance which may be owing on a current or other account, or with any annual sum, and the registered proprietor for the time being of a charge shall, for all purposes of a title being made to the charge or to the land, lease, or charge affected thereby upon any transfer or of dealing therewith, have absolute power to dispose of or release, or otherwise act in reference to such charge, and to give receipts for the consideration (if any), and no transferee or other person deriving title to any such charge for valuable consideration, shall be bound or affected by any express or constructive notice of any trust, equity of redemption or equitable estate or interest, or any *lis pendens* relating thereto. The instrument of charge may or may not confer a power of sale, to be exercised after a time or in an event to be stated in the instrument.

63. *Registration of charges and delivery of certificate thereof.*—The registrar shall, upon the application of the person in whose favour the charge is made as the proprietor of such charge, or his legal personal representative, register such person or representative in like manner as entries in the register are to be made in other cases, and shall also enter on the register the particulars of the charge, and make a note of such charge on the register of the land or lease. The registrar shall, if required, deliver to the proprietor of the charge or his representative, a certificate of charge containing the particulars of the entry made on the registrar, and such certificate shall be *prima facie* evidence of the entry made on the register in respect of the matters mentioned in such certificate.

64. *Implied covenant to pay amount charged.*—Where a registered charge is created on any land or lease there shall be an implied (unless the instrument of charge contains words negativing such implication) a covenant on the part of the registered proprietor for the time being of such land or lease, with the proprietor of the charge to pay the money or balance or annual sum charged, and the interest, if any, payable thereon, at the appointed time and rate, or to pay the annual sum at the times and in the manner agreed upon.

65. *Proprietor of charge may take possession.*—The registered proprietor of a charge for the payment of any money or balance, or annual sum, may, for the purpose of obtaining satisfaction of any money due to him, at any time during the continuance of his charge, enter upon or into the receipts of the rents and profits of the land or lease, or of any part thereof, subject nevertheless to the rights of any persons appearing on the register to be prior incumbrancers, and to such, if any prior charge, as may exist by reason of a deposit of the land certificate, and to such liability to account as is enforced in courts of equity against an incumbrancer in possession.

66. *Proprietor of charge with power of sale may sell.*—The registered proprietor of a charge for the payment of any money or balance, or annual sum, with or without interest, may, if he shall have a power of sale, exercise such power, and may transfer the land or lease, and give an effectual discharge for the purchase money, as if he were the registered proprietor of the land or lease sold, the sale and transfer to the purchaser being as complete and effectual as if the power was duly exercised, and as if the sale and transfer were made by the registered proprietor, neither the purchaser nor the registrar being concerned to inquire whether the time or event stated in the instrument shall have arrived or happened, or to regard or be affected by notice or knowledge to the contrary. But if the sale shall be subject to any prior incumbrances, the registration of the purchaser as proprietor shall be, and shall be shown on the register to be subject thereto, and liable to be overreached by any sale made in respect thereof, so long as they shall be existing incumbrances.

67. *Remedy for principal sum if no such power.*—The registered proprietor of a charge for the payment of any money or balance, if he shall not have a power of sale, shall have the same remedies for the recovery, by means of a sale by a court of competent jurisdiction, of any moneys due to him, as he would have in cases not within this Act, for obtaining payment of such money or balance.

68. *Remedy for proprietor not having power of sale.*—The registered proprietor of a charge for the payment of an annual sum, if he shall not have a power of sale, shall have the same remedies for the recovery of any moneys due to him as he would have in cases not within this Act for obtaining payment of such moneys.

69. *On sale prior incumbrances to be paid off.*—Upon any sale by a registered proprietor of a charge under a power of sale, or upon any sale by the court, prior incumbrancers shall be obliged to accept payment by the vendor, or out of the purchase moneys, of the moneys secured to them, but only on having such notices (if any) as mortgagees are entitled to.

70. *Production of land certificate on registration of charges.*—In case there shall have been given by the registrar a land certificate of the land or lease to be charged, no person shall be registered as proprietor of a charge under this Act without production of such certificate to the registrar, unless such reason be assigned for its non-production as may be approved by the registrar; and it shall be the duty of the registrar to note upon the certificate, when produced, notice of any such charge.

71. *Priority of registered charges.*—Registered charges on the same land or lease shall, as between themselves, rank according to the order in which they are entered on the register, and not according to the order in which they are created, and they shall be so entered in the order in which application for registry shall be made.

72. *Discharge.*—The registrar shall, on the requisition of the proprietor of any charge, or on due proof of the satisfaction thereof, enter a note of discharge thereof on the register; and, upon such entry being made, the land or lease shall be deemed to be discharged therefrom.

PART IV.—*Transfer, Devolution, and Transmission of Lands, Leases, and Charges.*

73. *Registration of transfer of land.*—Upon any registered proprietor of any land, lease, or charge transferring the same, or part thereof (this clause not, however, applying to a disposition by will), and upon any sale by a registered proprietor of a charge under the powers herein in that behalf contained, the registrar shall, upon application made to him, enter as registered proprietor of such land or lease, or the part thereof transferred, the person or persons whom the registrar would, under the provision in that behalf hereinbefore contained, so enter, were the case one of compulsory registration upon sale as aforesaid, and as registered proprietor of such charge, or part thereof, the transferee thereof (such entries respectively being similar as near as may be to the original entries), and until such entry is made the transferor shall be deemed to remain proprietor thereof respectively. If any transfer of land be made subject to any power of re-entry, shifting clause, restriction or condition, notice thereof shall be entered on the register. Before completion of the registry the transferor shall deliver up to the registrar the land certificate or certificate of charge (if any) which shall have been given by the registrar, unless some reason for its non-production satisfactory to the registrar be given.

74. *Marriage of female registered proprietor.*—The registrar, upon the production of a certificate of register or other sufficient proof of the marriage of a female registered proprietor of any land, or of any female who, if unmarried would be entitled to be entered on the register as registered proprietor of any land, and upon its being proved to his satisfaction that such land has not been settled or agreed to be settled to her separate use, shall enter on the register and also upon the land certificate (if any) of such female, the name and description of her husband; or if such female shall not have been entered on the register, the names and descriptions of such husband and his wife, and the husband of such female shall thereupon be legal proprietor in right of his wife of such land; and on the death of the husband or wife the registry shall be altered, and such entry or entries made thereon as may be proper in reference to the husband being or not being tenant by the curtesy. The husband of any female proprietor of a lease or charge not settled or agreed to be settled to her separate use, shall upon his application be registered in her place.

75. *Registration of married women entitled to their separate use.*—The registrar, upon the production of a certificate of register or other sufficient proof of the marriage of a female registered proprietor of any land, lease, or charge, and upon its being proved to him that such land, lease, or charge is settled, or agreed to be settled, to her separate use, and in any case, of any land, lease or charge so settled, or agreed to be settled, becoming vested and registered in the name of a married woman, shall enter on the register and also upon the land certificate (if any) that such land, lease, or charge is so settled, with or without power of anticipation, as the case may be, and thereupon she, if not restrained from anticipation, may dispose thereof as a *feme sole.*

76. *Transfers by husband to wife.*—The registered proprietor of any land, lease, or charge may transfer the same to his wife for her separate use, in which case such transfer shall be registered accordingly, it being stated therein and in the land certificate (if any) whether or not she is restrained from anticipation, and if not so restrained she may dispose of the same as a *feme sole*, or it shall be lawful for any such registered proprietor to make such transfer to himself jointly with his wife.

77. *Entries on register of claims to dower and curtesy and of dower assigned and curtesy.*—Upon application by a person claiming to be entitled to dower or to curtesy, such application being supported by an affidavit as hereafter provided as to *caveats*, the registrar shall enter on the register of the fee simple a note of such claim, which entry shall be treated and considered as a *caveat* entered under Part V. of this Act, and upon the registrar being satisfied that such person is entitled to dower after assignment and entry or to curtesy, he shall enter her or him on the register as proprietor for her or his life in the manner prescribed in that behalf in Part II. of this Act.

78. *On death of a proprietor a real representative to be registered as proprietor.*—On the death of a sole registered proprietor, or the survivor of several registered proprietors in fee simple of any land, such person or persons as such proprietor or surviving proprietor shall by will have expressly appointed as his real representative or representatives of such land shall, upon the application of any person interested beneficially or otherwise, be entered on the register as registered proprietor or proprietors, and in case such proprietor or surviving proprietor shall not by will have expressly named a real representative or representatives. The court shall, upon the application of any person interested beneficially or otherwise, appoint a real representative or representatives, who shall be entered on the register as registered proprietor or proprietors, and the person or persons entered on the register in pursuance of either of these provisions shall be deemed to be, and have all the powers of disposal and other powers of a registered proprietor or proprietors under this Act; but as between himself or themselves, and the person or persons, if any, beneficially interested, subject in equity to the rights and interests of such person or persons. The proprietor or surviving proprietor, or the court may appoint different real representatives for different properties.

79. *As to entries on sales by executors or administrators having statutory or other power of sale.*—If, after the death of a registered proprietor and before or after any person shall have been registered as proprietor in his place, a sale of the registered land, or of any part thereof, shall have been made under a power of sale expressly or impliedly given by the will of the proprietor, or under a statutory power of sale, the registrar shall, but in the case of a person having been registered as proprietor, not unless the court shall have so directed, enter the purchaser, or such person or persons as he shall direct, upon the register as proprietor or proprietors of the land which shall have been so sold.

80. *Registrar may on the death of proprietor or a sale after the death of a proprietor require application to be made, or may himself apply to the court.*—The registrar may, upon or after the death of a registered proprietor require that application be made to the court for its direction as to the person or persons to be entered as the proprietor or proprietors, or as to whether the registrar shall make an entry upon the register under the provision in that behalf as to entering upon the register a purchaser under a power of sale, or a person whom such purchaser shall, in that behalf, direct, and may postpone entering any person or persons as proprietor or proprietors pending such application, and the registrar may, if and when he shall think fit, himself apply to the court for its direction.

81. *On death of proprietor the court may order registration of purchaser, &c., on sale.*—If, after the death of any registered proprietor and before any person has been registered as proprietor in his place, a sale of the registered land, or of any part thereof, shall be made under the order of a court of competent jurisdiction, or specific performance of any contract for the sale thereof, or of any part thereof, shall be directed, the court making such order or so directing, may order the land so sold to be registered in the name of the purchaser as proprietor thereof, or in such other name or names as the court may order in that behalf, and the person or persons so registered shall hold such land free from all rights, titles, estates, and interests whatsoever from which he or they would have been entitled to hold the same free, if the same land had been duly transferred to him or them for valuable consideration by the deceased proprietor.

82. *As to the devolution of the legal estate in the interval between death of proprietor and new registration.*—In the interval between death of a registered proprietor, and the entry on the register of another proprietor or proprietors, the land shall be legally vested in the person or persons in whom the same shall become and be from time to time vested by descent or devise from or under the deceased proprietor, or by title derived through or under such descent or devise, the deceased proprietor being for the purposes of this

provision, considered to have had an estate descendible and devisable in all respects as that of an unregistered proprietor of land, such person or persons as shall for the time being under this provision have the legal estate in such land, holding such land for the estate and interest vested in him, subject to all trusts and equities for the time being existing in or affecting the land.

83. *Transmission of lease or charge on death.*—On the death of the sole registered proprietor, or of the survivor of several registered proprietors of any lease or charge, the executor or administrator, or executors or administrators of such sole deceased proprietor, or of the survivor of such proprietors, shall be entered on the register as and shall be deemed to be and have all the powers of registered proprietor or proprietors; and if such executor or administrator, or the surviving executor or administrator shall die while registered proprietor, and there shall not have been entered on the register a statement that the executor or administrator, or the executors or administrators, or the survivors or survivor of them, is or are no longer proprietor or proprietors, in his or their character or characters of executor or administrator, or executors or administrators, which entry shall be made on written request of the executor or administrator, or executors or administrators, for the time being the legal personal representative of the said sole registered proprietor or surviving registered proprietor shall be so entered on the register, and shall have the like powers.

84. *Transmission of land or charge on bankruptcy.*—Upon the bankruptcy of any registered proprietor of any land, lease, or charge, his trustee in bankruptcy shall be entitled to be registered in his place, but the court may order some other person to be registered in the place of such bankrupt, or of the trustee if he shall have been entered on the register. The registrar shall enter upon the register such person (if any) as under the circumstances may be proper, and shall give effect to any order of the court, and such person shall have all the estate, powers, and remedies of the bankrupt proprietor. Until such entry the bankrupt's power of disposal shall be in no way affected.

85. *Transmission on sales by sheriff, or court, or by person having a charge.*—Whenever any registered land, lease, or charge shall be sold by any sheriff or other officer having authority to sell the same under any writ, or shall be sold under any direction, decree, or order of any competent court, or by the registered owner of any charge with power of sale, any person interested may apply to the court in a summary way for an order to the registrar to register the purchaser under such sale as the proprietor of such land, lease, or charge; and the court, if satisfied that such order ought to be made, may so direct, and the registrar shall make such registration accordingly; and any such purchaser may be registered without such order, if the registrar shall be satisfied that the registration is proper under the circumstances.

86. *Transmission by order of court.*—Whenever the registered proprietor or one of several registered proprietors of any land, lease, or charge shall, in the opinion of a court of competent jurisdiction, be alone or with another person or persons a trustee thereof, and such court shall make any order that some person or persons named in such order be entered on the register as registered proprietor or proprietors thereof, the registrar, on being served with an office copy of such order, shall enter such person or persons as registered proprietor or proprietors.

PART V.—*Caveats after Registration and Inhibitions.*

87. *Caveat how to be lodged.*—Any person interested or claiming to be interested as an execution creditor, or otherwise howsoever, in any land, lease, or charge registered in the name of any other person, may lodge a *caveat* with the registrar against any dealing with such land, lease, or charge by the registered proprietor until notice shall have been served upon the cautioner. The *caveat* shall be supported by an affidavit made by the cautioner or his solicitor or agent in the prescribed form, and containing the prescribed particulars.

88. *Effect of caveat.*—After any such *caveat* has been lodged in respect of any land, rent, lease, or charge, the registrar shall not register any dealing with such land, lease, or charge until there has been served on the cautioner notice warning him that his *caveat* will cease to have any effect after the expiration of twenty-one days, or such other number of days as may by general order be prescribed in that behalf next ensuing the date at which such notice is served; and after the expiration of such period the *caveat* shall cease unless an order to the contrary is made by the court; and upon the *caveat* so ceasing the land, lease, or charge may be dealt with in the same manner as if no *caveat* had been lodged.

89. *Transfer to be further delayed on bond being given.*—If before the expiration of such period, the cautioner, or some other person on his behalf, appears before the registrar, and enters into a bond, with some person approved of by the registrar, with sufficient security, conditioned to indemnify every party interested against any damage that may be sustained by reason of any dealing with the land, lease, or charge being delayed, the court may thereupon, if it thinks fit so to do, make an order on the registrar requiring him to delay registering any dealing with the property for such further period as may be mentioned in the order, or make such other order as the circumstances of the case may require.

90. *Compensation for improper lodging of caveat.*—If any person lodges a *caveat* with the registrar without reasonable cause, he shall be liable to pay such costs, and to make to any person who may have sustained damage by the lodging of such *caveat*, such compensation as the court shall order him to pay.

91. *Power of court to inhibit transfers.*—The court may at any time, upon the application of any person interested, made in such manner as court directs, issue an order inhibiting for a time, or until the occurrence of an event to be specified in such order, or generally until further order, any dealing by the registered proprietor with any registered land, lease, or charge.

92. *How court to act on application for inhibition.*—Previously to making any such inhibitory order as aforesaid, the court may make such inquiries as to the circumstances of the land, lease, or charge in respect of which the same is made, and the parties interested therein, and may cause such notice to be given, as it thinks necessary, to enable it to form a judgment as to the expediency of making such order, and shall hear any persons claiming to be interested in such land, lease, or charge, who may apply to be heard.

93. *Court may annex conditions to order.*—The court may make or refuse any such order, and may annex thereto any terms or conditions which it may think fit, and may discharge such order when granted, with or without costs, and generally may act in the premises in such manner as it may consider the justice of the case requires; and the registrar, without being made a party to the proceedings, upon being served with such order or an official copy thereof, shall obey the same.

PART VI.—*As to Notices.*

94. *Address to be furnished by persons on register.*—Every person whose name is entered on the register of title as proprietor of any land, lease, or charge, or as cautioner, or as entitled to receive any notice, or in any other character, shall furnish to the registrar a place of address in the United Kingdom; and any such person may, by notice to the registrar, furnish a new place of address.

95. *Mode of giving notice.*—Every notice by this Act required to be given to any person shall be served personally, or sent through the post in a registered letter, marked outside "Land Registry Office," and directed to such person at the address furnished to the registrar, and every such notice so sent through the post, unless returned, shall be deemed to have been received by the person addressed when it would be delivered to him in the ordinary course of post, or within such period as may be prescribed by general order.

96. *Notices to be returned by post office.*—Her Majesty's Postmaster General shall give directions for the immediate return to the registrar of all letters marked as aforesaid, and addressed to any person who cannot be found, and on the return of any letter containing any notice, the registrar shall give such (if any) directions as he may think requisite or proper under the circumstances.

PART VII.—*The Register, the Entries thereon, and Priorities, and Appeals from the Registrar.*

97. *Priorities of transferees.*—As between two or more transfers by a registered proprietor of any land, lease, or charge, the first applicant for registration shall be preferred and entered on the register as registered proprietor.

98. *If any general orders or any rules be made as to applications, &c., and are not complied with, application, &c., need not be granted by registrar.*—If there shall be made any general orders, or any rules regulating the mode of applying for registration and transfer, such orders and rules shall be complied with; and the registrar may refuse to act unless and until they shall have been complied with, and he may, as between two or more applicants for original or subsequent registration, disregard the applications of those who shall not have so complied.

99. *Registered leases to be noted on record of fee simple title.*—When any rent or leasehold estate is registered, and the title in fee simple to the land is also registered (whether the first registration be of the rent or leasehold title, or of the title in fee simple), the registrar may cause a note of the registration of the rent or leasehold title to be entered in the register of the title in fee simple to the land.

100. *Mode of entry on public or other register.*—Subject to such general orders as shall be made on that behalf, the mode of making entries on the land register as regards land, leases, and charges, and all other entries thereon, and the manner of describing the parcels in the register by reference to a public or other map, or otherwise, shall be such as the registrar shall consider best adapted to the original and subsequent registering of the title, and the describing the land, lease, or charge, and the entries being conveniently arranged, and the referring to and keeping of the register. And the registrar shall make from time to time such transfers in the land register of a part or parts, or the whole, of the land to a new heading or headings, or otherwise, and such consolidation or subdivision of entries as he shall consider to be required or convenient; and in case of and upon any such transfer, the title of the registered proprietor for the time being of the part transferred shall for all purposes be considered as commencing with the register as shown by the entry of such transfer, subject only to such, if any, reference to the earlier registration as the registrar may consider necessary to make the entry of the transfer.

101. *Annexation of franchises to registered land.*—Where there is annexed to the ownership of any land proposed for registration any right or franchise to be exercised over some other land, or in some other place, or with respect to some other matter, the registrar may, upon request and upon proof made to his satisfaction of the existence of such right or franchise, enter notice of the same in the register in such manner as he thinks fit.

102. *Entry may be made to restrict register and control alienation.*—Where the registered proprietor of land, lease, or other charge is desirous for his own sake or at the request of some person beneficially interested in such land, lease, or charge, to place restrictions on his power of transferring, demising, or charging such land, lease, or charge, such proprietor may, upon application to the registrar, direct that no transfer or lease shall be made of or charge created on such land, lease or charge, unless the following things, or such of them, or as he may prescribe, are done; (that is to say):

Unless notice of any application for a transfer or creation of a charge is transmitted by post to such address as he may specify to the registrar:

Unless the consent of some person or persons to be named by such proprietor is given to the transfer or creation of a lease or charge:

Unless some such other matter or thing is done as may be required by the applicant and approved by the registrar.

103. *Registrar to note such restrictions.*—The registrar shall thereupon make a note of such directions on the register of title of such proprietor or otherwise as he shall think fit, and no transfer shall be made or charge created except in conformity with such directions; and any such directions may at any time be withdrawn or modified at the instance of all the persons for the time being appearing to the registrar to be interested in such directions, and shall also be subject to be set aside or varied by the court.

104. *Co-proprietors may sever their equitable estates and call for transfers.*—When more than one person is entered on the register as proprietors they shall be co-proprietors. Their equitable interests, if any, may be severed. An equitable owner of an undivided share or shares shall be entitled to call for a transfer to him, or as he may direct, of his share or shares, and upon such transfer there shall be a separate registration thereof.

105. *Co-proprietors may have entry made on register restrictive of alienation.*—Upon the occasion of the registry of two or more persons as joint proprietors of any land, lease, or charge, an entry may with their consent be made on the register to the effect that when the number of such proprietors is reduced below a certain specified number no registered disposition of such land, lease, or charge shall be made, except by the order of the court.

106. *Court may direct transfer on the register.*—The court, upon the application of any registered proprietor for the time being, or of any person being, or claiming to be, beneficially interested in any land, lease, or charge, or of the registrar, and that, notwithstanding any previous order, may order any new proprietor or proprietors, solely or jointly with or in the place of any existing proprietor or proprietors, or any one or more of the proprietors, or any person or persons to be entered on the register as proprietor or proprietors, and the proper entry on the register to give effect to such order shall thereupon be made, or the court may make such order in the premises as it thinks just.

(To be continued.)

SOLICITORS' JOURNAL.

We have received a short report of a meeting of junior members of both branches of the legal profession, which took place at the rooms of the Union Society of London, on Tuesday last. We regret that want of space prevents our publishing this report, but in another column we have furnished our readers with the nature of the subject discussed at the meeting of the Union Society, and the decision arrived at, namely, that greater facilities should be afforded members of the Profession for passing from one branch to the other. As is well known, a barrister-at-law is required (with some exceptions) to be disbarred and then to serve in the office of an attorney at law for three years as an articled clerk before he can be admitted on the roll of attorneys; this is so provided by sect. 3 of 23 & 24 Viet. c. 127, commonly known as the Attorneys' Act 1860. That a member of the higher branch of the legal profession should be called upon to subject himself to such conditions is simply unreasonable, and that such a provision remains on the statute book is only to be accounted for by the fact that the cases are very few and far between in which a barrister is found desirous of becoming a solicitor. It is worthy of observation that a clerk who has been in an attorney's office for ten years is placed, as regards the period of articles, on the same footing with a barrister. This is so provided by sect. 4 of the same Act. Sect. 16 of this Act provides that where, by custom or statutory provision, the qualification of a solicitor for any office is his having been a solicitor for so many years, then that a barrister-at-law having been such for an equal length of time, shall be considered as qualified equally with such a solicitor. If this is not a complete contradiction to the spirit of sect. 3, it is very nearly so, and indeed, to read these sections, three and sixteen, side by side, is to find that the spirit of the one cannot be reconciled to the spirit of the other. We must confess it seems to us that to require a barrister to enter into articles of clerkship before he can become a solicitor is a degrading ceremony, and such a position cannot be defended for a moment, for, supposing after passing an examination he was admitted on the roll of attorneys, he is at once liable in an action of negligence, at the suit of any aggrieved client. This is the protection afforded to the public against incompetent persons, and they ought to have the same protection as regards the Bar. A liberal profession existing for the public must advance with the times, and will advance. The doors by which the public can gain admission to it must be thrown open, and the criterion by which to judge of a man's fitness for membership of such a profession must be a high standard of general education and legal knowledge. We hope that the consideration of these questions by the Union Society will lead to their being debated elsewhere.

On the 25th inst. a special number of the LAW TIMES will be forwarded to every solicitor in the Profession who is not at present a subscriber to the journal. The Editor of this department hopes that his professional brethren will not lose this unusual opportunity of ventilating new ideas and giving a fresh impetus to those not new which is thus offered.

Several subscribers have called our attention to the fact, not however by any means lost sight of by us, that the Land Transfer and Title Bill now before Parliament, provides for the appointment of barristers to the several offices that will be created by this measure, such as registrars, assistant registrars, and examiners of title. That these posts should be reserved exclusively for members of the higher branch seems most unjust. Here we have a measure which will surely sooner or later operate to curtail the accustomed profits of this branch of the Profession, and yet we are to fill none of the offices which are created for the purposes of such curtailments. We hope not only the Council of the Incorporated Law Society will make to the Lord Chancellor the necessary representations on this point, but, also and we may say more especially, that the thirteen or fourteen solicitors in the House of Commons will not so far forget the duty which each owes to his profession as to allow the sections in question to pass unchallenged. It is a question upon which the House ought certainly to be divided, no matter with what result. Solicitors have a right to know what view the Bar, as represented in the House of Commons, takes of the matter. We publish one of several letters received upon the subject.

A country solicitor writes to us that he has not seen any announcement of the appointment of a chief clerk at the Mansion House, and that he has been informed that the Court of Aldermen were surprised and disappointed at there being only three applicants. The reason is obvious, he adds; first-class men will not entertain the illiberal terms which are offered. We are not aware that up to the time of going to press any appointment has been made to this vacant office. The office, however, is not one for which very many candidates are likely to present themselves.

The registrar of a country County Court near London writes to us as follows: "I shall join the Legal Practitioners' Society, in the hope that it may be able to deal with the encroachments on the Profession. I send a set of papers issued by one of our many sets of invaders, and I may say that both in practice and as registrar of the County Court here I see abundant scope for the operation of the society, the establishment of which you very properly seem to have favoured." We are sorry we cannot publish the whole of the documents sent, some of which are similar to those which we have over and over again reproduced. All those before us emanate from "The United Kingdom Mercantile Offices," Holborn, and they threaten executions and imprisonment to an alarming extent. These documents are signed So and So and Co., "accountants."

We understand, and are glad to hear it, that, following the practice adopted at the common law judges' chambers, many of the chief clerks in Chancery are now in the habit of referring to the subordinates in their chambers much of the routine work which the chief formerly disposed of. This step is of great consequence to suitors and the Profession, as it tends to the despatch of business. The subordinates being incompetently dealt with, as they are, in many cases, solicitors, and all possessed of long and thoroughly practical experience. We hope this practice will be universally adopted by the chief clerks in Chancery, who are always most ready to facilitate the despatch of all business that comes before them.

We publish elsewhere a letter from an articled clerk upon the subject of the inducements offered by the Council of the Incorporated Law Society to students to seek, by unusual study and exertion, to obtain distinction at the Final Examination. Although we do not indorse all the views propounded by our correspondent, we are decidedly of opinion that the prizes at the Final Examination ought to be of greater value, and take a different form; in fact the system adopted by the Council of Legal Education, as applied to Bar students, ought to be followed in a more modified form, and the inducements of reward and distinction should also be held out to students who present themselves for preliminary and intermediate examinations. We feel confident that the adoption of such a plan would be productive of much good.

We publish in another column a letter from a "Managing Clerk" upon the subject of the measure now before Parliament, having for its object to amend 17 & 18 Viet. c. 36, and we hope the importance of the subject to which our correspondent directs attention will be brought to the notice of those members of the House of Commons having charge of the Bill in question. We also publish a short letter from "A Solicitor" in reference to this measure, and we are quite sure that if the several suggestions contained in this correspondence are brought prominently before the House of Commons, and are supported there by those members who belong to the Profession, they will certainly be adopted for the better protection of the public against the dishonesty of unscrupulous persons. We understand that the sections as to bills of sale included in the Legal Practitioners' Bill have been brought prominently under the notice of Mr. C. E. Lewis, M.P., who has charge of the Bills of Sale Bill.

In a case of *Re Sykes, ex parte Gosnold*, heard before the Judge of the Wandsworth County Court on the 31st ult., his Honour, in delivering judgment, observed as follows in reference to a proof in bankruptcy: "The proof is filled up very ignorantly and inaccurately, and ought to have been rejected by the chairman." For this and other reasons, "I think," said the Judge, "that the execution creditor ought to have an opportunity afforded him of amending his proof." We quite agree, and his Honour's decision points to the necessity of checking the encroachments of accountants in reference to bankruptcy business. It is well known that large numbers of proofs in bankruptcy are prepared by accountants and agents, and that they are frequently most inaccurate in their form. The Profession will hail with satisfaction a systematic rejection of all inaccurate proofs by County Court Judges and their registrars, as well as by the chairmen of meetings at which such proofs are presented. As to such chairmen, however, the misfortune is that they are not, as a rule, competent to judge as to whether a proof should be rejected or not; and we are by no means sure that it would not have been a wise provision in the last Bankruptcy Act that the chairmen of such meetings as those in question should be required to submit each proof to a solicitor before receiving the same. It is at all events a matter of notoriety that a very large number of bankruptcy proofs are prepared very inaccurately, and it would be well, therefore, in the interests of the public, not to say the bankrupt's estate, that the preparation of such documents should be secured to properly qualified practitioners.

Referring to the third report of the Judicature Commission, which has just been presented and published, the following portions are of especial interest to solicitors. The paragraph which recommends that the judges should have power to call in assessors in commercial cases, the remuneration to be received by whom to be regarded as costs in the cause. This latter provision we regard with some concern. It is making this and that expense costs in the cause which is continually increasing the amount of our bills, without really any advantage to solicitors themselves. The Profession will consider Mr. Ayrton's objection that a more summary mode of procedure is necessary, which he thinks is to be found in the establishment of tribunals of commerce, as to which he observes that it will be better to have these than to be obliged to wait in order to have every representation to the court filtered and perhaps mystified through a single or even double legal agency. Sir Sydney Waterlow also observes in reference to our present system, that at times it works a denial of justice or inflicts on the suitor a long pending worrying law suit, the solicitors on either side pleading in their client's interests every technical point, and he adds: "if the summary jurisdiction conferred on justices of the peace in criminal cases when exercised by gentlemen who are not lawyers, gives satisfaction, it can scarcely be doubted that a similar jurisdiction in civil cases would be equally acceptable." We offer no opinion on this view beyond saying that we cannot agree with it, and coming as it does, from Sir Sidney Waterlow, we are the more surprised to find such a view propounded.

There seems to be a growing feeling amongst solicitors, that when the several legal measures now in Parliament become law, and are in full working order, there will be a considerable diminution of business, especially in London, where the work of the advocate is undertaken in the main by barristers, while in the country it still remains almost entirely in the hands of solicitors. Our own opinion is, that although the amount of professional work may fluctuate and be at times diminished by legislation, yet, that by reason of the constitution of society, solicitors must always remain in considerable request. No doubt a somewhat alarming number of gentlemen are still admitted every term, and we quite think that parents, whether solicitors or not, will do well to consider twice before they determine to article their sons. The total number of solicitors is now so large as to constitute a considerable community of themselves.

We publish with pleasure, in another column, a letter from "A Certificated Managing Clerk," upon the subject whether solicitors who act as clerks to other attorneys should have a right of audience in County Courts and before justices of the peace, on behalf of clients of their principal. Much diversity of opinion exists, and many different rules obtain in the country upon this not unimportant subject. To our mind the matter is a very simple one. What County Court judges, and magistrates, and registrars, and magistrates' clerks must look to is that none but certified solicitors or, of course, barristers, appear before them. The fact that an advocate (properly qualified) happens to be a managing clerk, instead of a partner of another solicitor, should be no hindrance whatever to the former appearing on behalf of a client of the latter. There is practically no difference between a managing clerk who is a solicitor and a junior partner in a firm, as regards the relations of each with the senior. We must, however, remind our correspondent that many benches of magistrates, and some County Court judges, refuse to hear managing clerks under such circumstances as above stated, although it has always seemed to us unreasonable. A case identical with that here suggested was not long since reported in our columns, in which a bench of borough magistrates so refused.

On the occasion of the committal of a police serjeant for perjury at the Marlborough-street Police Court, the following is reported to have occurred, and as to which it is sufficient to observe that the thanks of the Profession are due to Mr. Knox for his prompt action in the matter. If all "agents

to solicitors" (the meaning of which expression we are unable to explain) were similarly treated by County Court Judges and magistrates, complaints on this head would be less numerous than they are, and the number of such agents would decrease instead of multiply, as we fear is the case at present:

Serjeant Brennan was finally examined before Mr. Knox yesterday, at the Marlborough-street Police-court, on a charge of having committed wilful and corrupt perjury in the evidence he gave against Thomas Parrock, formerly a constable of the X division, when charged with stealing a portmanteau, the property of Sir George Jenkinson, M.P., from the roof of a cab.

Mr. Edward Lewis appeared for the prosecution, and Mr. W. Sleigh for the defence.

Mr. W. Sleigh said, in consequence of certain information he had received, he wished to recall Police-constable Young to put some further questions to him.

Mr. Knox, before this was done, would put a few questions to Parrock *relative to a statement* made to him *respecting a person then sitting* at the solicitor's table.

Parrock, in reply to Mr. Knox, said the person alluded to was *a Mr. Hills*, who had called on him on two or three occasions and *offered him money not to appear against* Brennan. On one occasion a £5 note was offered, but he refused to have anything to do with the proposal.

Mr. Hills said he did call on Parrock, and had offered to pay the expenses he had been put to, *and undertake to conduct his case as a civil action*, and Parrock said he wanted £300 to settle the matter. He never said a word to Parrock about a £5 note.

Parrock asserted that he did. He denied asking for £300. He said he would not take £300 to settle the matter.

In reply to Mr. Knox,

Mr. Hills said he was an agent to a solicitor. He considered his conduct was proper under the circumstances.

Mr. Knox *did not*, and he must request him *at once to leave the solicitors' table.*

Mr. W. Sleigh, on behalf of Brennan, *repudiated the conduct of Hills.*

Mr. E. Lewis would remind the magistrates *that Hills on the last occasion* said he was acting *for the defendant.*

Mr. Knox believed that what Hills said was that he was a friend of the Brennan family.

NOTES OF NEW DECISIONS.

LIBEL—PARLIAMENTARY ELECTION—AGENTS OF THE RIVAL CANDIDATES.—On the 17th Sept., a few days before a Parliamentary election for the borough of D., the defendant Hare, as agent for B., one of the candidates, came to an arrangement with a Mr. Hall, the agent of F., the other candidate, that the election should be conducted on principles of purity, and that no bribery should be permitted on either side during the election. On the morning of the polling day, the 22nd Sept., the defendant Hare being informed by a man called Fraser, who stated that he was a voter, that the plaintiffs, who were members of F.'s committee, had offered him money if he would vote for F., wrote to Hall telling him that bribery on the part of some members of F.'s committee had been discovered, and at an interview which immediately took place between Hall and Hare, the names of the plaintiffs, as the persons charged with the bribery, were mentioned by Hare to Hall. The election resulted in favour of B., and on the following day, the 23rd Sept., Hare called on Hall, at the latter's request, and it was then arranged between them that if a certificate, affirming the fact of the bribery, and signed by Hare, and the other defendant Hilliard (the chairman of B.'s committee), were sent to Hall, the latter would recommend the plaintiffs to tender an apology to B.'s committee, and to retire from public life for two years, in consideration of which no prosecution against them for bribery should be instituted. Thereupon the following document was, on the following day, the 24th Sept., drawn up by Hare, and was signed by him and the other defendant Hilliard:—"We certify that we have discovered that Mr. D. and Mr. R., two prominent members of Mr. F.'s committee, have been personally guilty of offering £1 10s. to a voter for his vote, and £1 10s. for every vote he could procure for Mr. F. The elector referred to has been personally examined by one of us, and the evidence he will give on oath is clear and distinct." This certificate, together with a form of apology for the plaintiff to sign, was then sent by Hare to Hall, by whom it was handed to the chairman of F.'s committee, who communicated it to the plaintiffs. The plaintiffs denied the truth of the charge, refused to sign the apology, and brought these actions respectively against the defendants for the libel contained in the above certificate, and it was Held by the Court of Exchequer (Kelly, C.B., and Pigott and Pollock, BB.) refusing a new trial on the ground of misdirection), that the certificate in question was not a privileged communication; and that there was nothing in the character or position of Hall, or of either of the defendants, which clothed the document with a privilege such as that which existed in the cases of *Harrison* v. *Bush* (5 E. & B. 344; 25 L. J. 28, Q. B.); *Beatson* v. *Skene* (2 L. T. Rep. N. S. 378; 29 L. J. 430, Ex.; 5 H. & N. 838,; *Whiteley* v. *Adams* (9 L. T. Rep. N. S. 483; 5 C. B., N. S., 392; 33 L. J. 89, C. B.), and other cases of that character, and which the law has established for the general benefit of the public. *Quære*, whether, if a petition had been filed, or contemplated against B.'s return, the twenty-one days during which it might be filed under the Act, not having expired, the libel would have been privileged. Per Pollock, B.—The parties cannot, by their own acts, constitute circumstances which shall give them any right to privilege in a matter of libel which they do not possess according to natural, social, or legal position in which they stand with regard to each other; and the mere fact of a person having an interest in the conduct of people around him, is not of itself alone sufficient to clothe with privilege any communication, with regard to the conduct of such people, which he may make to them or others. At the trial, the following evidence, tendered on the part of the defendants, was rejected by the learned judge as inadmissible, viz.: 1. The evidence of the defendant Hilliard as to what was said to him by his co-defendant Hare on the occasion of the certificate being drawn up by Hare and signed by both the defendants. 2. A letter of the 17th Sept. from Hall to Hare, embodying the terms of the arrangement between them as to the mode of conducting the election. 3. A letter written to the defendant Hare by a third person, who had been in communication with the plaintiffs, in which letter it was suggested, on the part of the defendants, that the writer mentioned that the defendants had admitted the truth of the charge. Held, *per totam curiam* (refusing a rule for a new trial on the ground of the improper rejection of evidence), that the evidence was inadmissible and irrelevant, and was therefore rightly rejected: (*Dickeson* v. *Hilliard and Hare*; *Robinson* v. *The Same*, 30 L. T. Rep. N. S. 197. Ex.)

PRACTICE — PRIVATE HEARING. — The court will direct a case to be heard in private upon an assurance by counsel that in his opinion it is a proper case to be so heard, notwithstanding the objection of other parties: (*Anonymous*, 30 L. T. Rep. N. S. 153. V.C. B.)

PRACTICE — TRANSFER OF CAUSE — COSTS.—Where the plaintiff in a suit relating to the same matter, with respect to which a previous suit was existing in another branch of the court, offered (in answer to a notice of motion for a transfer of the second suit to the branch of the court to which the first suit was attached) to consent to the transfer if the costs were made costs in the cause, which offer the plaintiffs in the first suit refused, it was ordered that the costs up to the time of the offer should be costs in the cause, and that the plaintiff in the first suit should pay the subsequent costs of the transfer: (*Lyall* v. *Weldhen*, 30 L. T. Rep. N. S. 146. Chan.)

PRACTICE—INROLMENT OF DECREE—CONS. ORD. 23, RULE 28—ENLARGEMENT OF TIME.—Within a month of five years after his bill had been dismissed, the plaintiff applied for and obtained an order of inrolment. On proceeding to get the order drawn up, he discovered that one of the defendants had died. He then revived the suit against the executors of the deceased defendant, and moved that the decree might be inrolled, notwithstanding the five years had elapsed: Held, that the circumstances of the case were not such as to render it just and expedient to enlarge the time. Motion accordingly refused with costs: (*Patch* v. *Ward*, 30 L. T. Rep. N. S. 152. Chan.)

PARLIAMENTARY POWERS—STREET IMPROVEMENT—COMPULSORY SALE—LANDS CLAUSES CONSOLIDATION ACT 1845.—A corporation were authorised by Parliament to take lands compulsorily, for the purpose of widening and improving a street. They gave notice of their intention to take certain houses which occupied a site larger than that required for the actual width of the proposed improved street, though part only of the houses would necessarily be required. Held, that the owners of the houses could not require the corporation to take that part only of the site of the houses, which would form part of the street: (*Quinton* v. *Mayor and Corporation of Bristol*, 30 L. T. Rep. N. S. 112. V.C. M.)

PRACTICE — SERVICE OUT OF THE JURISDICTION—IRREGULARITY IN ORDER—GEN. ORD. 10, R. 7 — SUBJECT-MATTER OF SUIT SHARES IN ENGLISH JOINT-STOCK COMPANY — JURISDICTION.—Where an order directed service of copy, bill, and interrogatories upon a defendant "in Scotland or elsewhere, out of the jurisdiction," and the defendant was duly served in Scotland, the court refused to discharge the order, but, on account of the irregularity, made no order as to costs. Where the subject-matter of a suit was shares in an English joint-stock company, the court refused to discharge an order directing service of copy, bill, and interrrogatories upon a sole defendant resident out of the jurisdiction: (*Phospho Guano Company* v. *Guild*, 30 L. T. Rep. N. S. 117. V.C. B.)

PRACTICE—PRODUCTION OF DOCUMENTS—EXTENSION OF TIME—DISCRETION—APPEAL.—The extension of time under an order for the production of documents is a matter within the discretion of the court, and the Court of Appeal will not entertain an appeal from an order of the court below, granting such an extension of time: (*The Republic of Peru* v. *Ruzo*, 30 L. T. Rep. N. S. 190. Chan.)

COURT OF COMMON PLEAS (IRELAND).

(Before the FULL COURT).

ARKINS v. MAGRATH.

Practice—177 & 178 Gen. Ord. 1854—*Consent for judgment, with date in blank—Contracting to enable proceedings to be had without regard to the General Orders—Proceedings after a year and a day—Debtors' Act (Ireland)* 1872—*Substituted debt—New security—Interest after, on debt contracted before the Act—Interest on interest—Discharge from arrest.*

It is competent to the parties to an action to contract themselves out of the operation of the 178th Gen. Ord. 1854, *so that no rule need be entered before proceeding in the action, though no proceeding be taken for a year and a day after defence and before judgment.*

Where, after the passing of the Debtors' Act (Ireland) 1872, *an agreement is concluded between a debtor and creditor, by virtue of which a principal debt due before the passing of the Act, and interest computed thereon up to the date of the agreement are constituted one integral debt, and made a new starting point as such in the dealings between the parties, bearing interest on the gross amount, it is not competent to the creditor to arrest the debtor under a ca. sa., on foot of a judgment in respect of the liability so incurred.*

APPEAL from an order in Consolidated Chamber, refusing a motion made, on behalf of the defendant, that the judgment in this cause and the writ of *ca. sa.* issued thereon be set aside, and the defendant discharged from custody.

The facts appearing, so far as necessary for the purposes of this report, were as follows:—The action was brought 29th Oct. 1872, to recover £603 6s. 10d., with accruing interest thereon, on foot of three promissory notes; and for money paid for the defendant's use, and for interest on money due, and on accounts stated. Of two of these notes, dated respectively 24th April 1869, and 28th April 1869, for £200 and £300, payable in three months, O'L. was the maker and Treacy the payee; and they were endorsed by Treacy to the defendant, who endorsed them to the plaintiff. Of the third note, date 2nd May 1871, for £40, payable at one month, Mooney was the maker, and B. the payee, by whom it was endorsed to the defendant, who endorsed it to the plaintiff. the particulars endorsed were as follows:—

	£	s.	d.
1869, July 27—To promissory note this day due	200	0	0
Interest thereon to 29th Oct. 1872	32	11	1
July 31—To promissory note this day due	300	0	0
Interest thereon to 29th Oct. 1872	48	13	9
1871, June 5—To promissory note this day due	£	s.	d.
	40	0	0
Interest thereon from 15th June 1871, to 19th Feb. 1872	1	8	2
Interest on £20, balance of said note, from 19th Feb. 1872, to 29th Oct. 1872	0	13	10
	623	6	10
1872, Feb. 19—By cash paid on account	20	0	0
	603	6	10

With accruing interest on said principal sums until paid or judgment.

After a defence and replication filed, negotiations were entered into, which resulted in a compromise, in pursuance of which the following agreement, dated 18th Nov. 1872, was signed by the plaintiff, defendant, and B. (the payee of the third note sued on): "Minutes of agreement. All proceedings in this case to stop on the carrying out of the following: Mr. Magrath to procure for Mr. Arkins Mr. B.'s acceptance at three months for £256 to the draft of Captain D., and endorsed by Mr. R. B., and also by Mr. Magrath; and also to hand to Mr. Arkins Mr. B.'s acceptance to Mr. Magrath's own draft for £325 18s. 8d. at three months. Mr. Arkins to bind himself to all parties signing these bills not to take any proceedings upon them if £25 is paid on them every three months until the amount of the bills, with interest at 6 per cent., is fully paid off. But Mr. Arkins is to be at liberty to proceed for the entire amount remaining due on default, for a week, in any of the quarterly payments. A consent for judgment to be given in this action, Mr. Arkins undertaking not to move, or register, or in anywise act on it until such default occurs. It is also agreed that Mr. Magrath shall pay in cash the sum of £20 principal, and £1 8s. 2d. interest, and £9 14s. 6d. costs, as agreed upon, said sum of £21 8s. 2d. having been deducted from the amount of debt as endorsed on the summons and plaint, and leaving £581 18s. 8d. the amount of the above two sums of £256 and £325 18s. 8d. due." In

pursuance of this agreement, the defendant's attorney, on Nov. 20, gave plaintiff's attorney a consent for judgment, "that judgment be forthwith entered for plaintiff for the sum of £581 18s. 8d., and £3 for costs," no date being inserted therein; the plaintiff's attorney, at the same time, giving an undertaking, addressed to the defendant, as follows: "You having this day given me a consent for judgment for the sums of £581 18s. 8d., and £3 for costs, I undertake not to enter any judgment thereon, or otherwise move thereon until default be made in the payments, as provided for in the minutes of the agreement, dated Nov. 18, and I am to be at liberty to date the consent at any time it may be necessary to do so." The defendant on the same day paid plaintiff's attorney pursuant to the agreement, £21 8s. 2d., on account of the debt, with £9 14s. 6d. for costs, leaving £581 18s. 8d. due. Between the 18th and 20th Nov. the defendant procured and handed over the bills mentioned in the agreement, and on the 21st received the first two promissory notes, the third having been previously paid and handed over by the plaintiff. The instalments which fell due 21st Feb. 1873, and 21st May 1873, were duly paid, but, notwithstanding several applications, the third and fourth instalments were not paid, in consequence of which plaintiff's attorney, on 25th Sept., 16th Oct., and 1st Dec. 1873, wrote to the defendant, stating that he would mark judgment, adding in the last letter that he would do so without further notice. Accordingly, on 12th Dec. 1873, without entering any rule, however, under either the 177th or 178th General Orders, the plaintiff marked final judgment upon the consent for judgment, having first, at that time, inserted therein the date thereof as 12th Dec. 1873. The judgment was entered for £567 18s. 6d. debt, and £3 costs. On 13th Dec. 1873, the defendant was arrested under a *ca. sa.* on foot of the judgment, for £570 18s. 6d.

Subsequently, the defendant moved in Consolidated Chamber that the proceedings be set aside, and that he be discharged from custody. Fitzgerald, J., refused the application, from which order the defendant now appealed.

It now, however, further appeared, as the result of a calculation made on behalf of the plaintiff, that the amount of £570 18s. 6d., for which judgment was marked, was arrived at in this manner — the starting point was the £581 18s. 8d. mentioned in the minutes of agreement, which was composed of the balance of the principal debt and interest included up to November 1872. As against this, credits were given for the subsequent payments on the general account, striking the balances accordingly, but upon such balances (although partly composed of interest upon the original debt) further interest was charged up to 1873. The balance was thus brought out £567 18s. 6d., to which was added the £3 costs given by the consent for judgment, making in all £570 18s. 6d., for which the defendant was arrested.

G. Fitzgibbon, Q.C. (with him *Keogh*), in support of the motion.—The agreement and undertaking are to be read in connection with 177 & 178 G. O. 1854. Either there was a compromise pending, and, if so, a rule should have been entered under the 177th, or, assuming that the transaction did not amount to a compromise, a rule should have been entered under the 178th. A reduction of the amount of the debt was provided for, but a new security was given for the whole. The plaintiff was not to move upon the consent until a particular event should have occurred; but he should, thereupon, move according to the course of law and the practice of the court. Here after defence and before judgment, no proceeding had been taken for a year and a day by either party. All the proceedings provided for were of a negative character—the plaintiff was not to move, proceed, or act—but there is nothing to show that the General Orders were to be dispensed with. Even if they could be dispensed with, that could only be by express provision. On the contrary, the intention of the parties, as shown by the documents, was not to contract themselves out of the general orders, for the words "or in anywise move," and "or otherwise move," taken in connection with the context, can receive no application unless by reference to the rules. The insertion of the date was a step taken—one without which the judgment could not have been marked, and this should not have been done without a rule entered; and, at all events, the judgment could not have been marked. In the next place, the arrest was contrary to the Debtors' Act 1872. The compromise was entered into after that Act came into operation. The new security (*i.e.*, the consent for judgment, and the agreement, which was signed by a third party, and in pursuance of which the bills were given), merged the original debt, just as if a mortgage or bond had been taken; and the arrest is in respect of default in payment of the instalments on the new security. But the writ itself shows that interest was included after Aug. 1872; the agreement included interest up to Nov. 1872; and the judgment has been marked for interest calculated up to 1873. Even if the debt is not to be considered as created by the agreement, the £3 costs was certainly so, and was not incidental to the original demand. Costs are regarded as a distinct debt, and are provable as such in bankruptcy, and as such will support a petition in bankruptcy. The amount ascertained by the agreement comprises two component parts—principal and interest: the latter would not of itself bear interest. But judgment is marked for interest on both of these component parts; and for a portion of that the defendant could not have been arrested. *M'Carthy* v. *M'Carthy* (7 Ir. L. T. Rep. 177), is undistinguishable from this case, but was not cited when the motion was before Fitzgerald, J. Before him the entire of these points were not advanced at all; there was only a brief reference to the Debtors' Act, as preventing the arrest, because the compromise was entered into after its passing, to which it was replied that the Act did not apply, as the notes were made antecedently. The question was not decided by Fitzgerald, J. [Morris, J.—Your argument goes to this, that if any portion, however small, of the amount for which the defendant was arrested was a debt within that Act, the defendant could not be arrested.] Certainly; *M'Carthy* v. *M'Carthy*. [Morris, J.—Even if the Act had not passed, how was the plaintiff entitled to charge interest on interest unless by specific agreement?] In that respect, the judgment was clearly overmarked. The plaintiff seems to have treated the agreement as a new starting point, and to have considered himself entitled to deal with the amount ascertained, as if a judgment had then been marked.

Purcell, Q.C. (with him *Carton*) contra.—The parties were entitled to contract themselves out of the operation of the 178th G. O., and did so. Any doubt as to their intention arising on the agreement is removed by the terms of the undertaking of 20th Nov., and by the fact of the consent having been given without a date, so as to be available at any time. The rules were intended merely for the benefit of suitors; and suitors may settle their differences without reference to them. So, the parties might agree to extend the time for pleading beyond the statutable period. Fitzgerald, J., during the argument in chamber, appeared disposed to hold that the defendant might be arrested for interest on the original debt, and directed that we should confine the argument to the question whether a rule should have been entered under 178th G. O. The interest is calculated, not on the judgment, but on the existing debt arising upon the promissory notes and ascertained by the agreement. *M'Carthy* v. *M'Carthy* is distinguishable, as there the judgment was entered after the passing of the Act; the simple contract debt was merged in the judgment; and the interest was charged upon the judgment debt. The original liability is the point to be regarded: (*Re O'Connell*, 7 Ir. L. T. Rep. 51.) That liability was on foot of the notes, and the interest was an accessory incident attached to that liability by operation of law. The agreement did not create the debt, nor was the agreement carried out. Where bills are taken for a debt, and a default takes place, the creditor may fall back on his original rights. The plaintiff was entitled to deal with the agreement, and to charge interest upon the sum thereby ascertained, as if judgment had then been marked, in consideration of the forbearance granted.

Keogh in reply.

Morris, J.—Previous to 6th Aug. 1872, the date of the passing of the Debtors' Act (Ir.), 1872, the defendant was liable to the plaintiff on three promissory notes, for the aggregate amount of £540. Proceedings were taken against him to recover the amount; and in November 1872, some months after the passing of the Debtors' Act, an agreement was come to between the parties by which, as I read it, the amount due up to that date was ascertained to be £581 18s. 8d. and £3 costs, as due to the plaintiff. A consent for judgment with no date was given to the plaintiff, upon which he was to be at liberty to act at any time he might think proper. The court are of opinion that, if the motion rested alone upon the first ground upon which it has been based—namely, that before marking judgment the plaintiff should have entered a rule under the 178th General Order—it should fail, because the meaning of the arrangement agreed upon was, that the parties had contracted themselves out of the operation of the 178th General Order, the effect of giving the consent for judgment with a power to insert any date being to make the transaction as it were always a new one. Therefore, if the motion depended on this ground alone, the defendant should fail. But upon the far more serious question involved, the determination of which might affect many other cases, we are of opinion that the defendant is entitled substantially to succeed. The liability on foot of which he has been arrested must be treated in either of two points of view. That liability having been ascertained in November 1872, to amount to £581 18s. 8d., either that amount must be regarded as the original debt of £540, with the addition of £41 18s. 8d. for interest, and if so the plaintiff would have no right to charge interest upon interest, and consequently the judgment would be overmarked. Or else, as has been suggested, according to the true meaning of the agreement, the £581 18s. 8d., composed of principal and interest was made a bulk debt and a new starting point—and if so, the plaintiff is put out of court by the Debtors' Act, because the debt was created after the passing of that Act, and on that debt he has calculated interest until the judgment was marked. The plaintiff, therefore, appears to us to be in this dilemma. If he admits that he is only entitled to charge interest on the original notes, and says that the £581 18s. 8d. is the original debt of £540, plus the interest up to the date of the agreement, in such case the judgment is overmarked, as he has calculated interest upon the gross amount subsequent to Nov. 1872, and he had clearly no right to charge interest upon interest. If, on the other hand, he says that the £581 18s. 8d., the sum agreed on by the parties in Nov. 1872, as a bulk debt, was a new debt from that starting point—which, probably, is the opinion we would be disposed to come to—in such case he would have no right to issue execution against the defendant's person. We shall, therefore, order the defendant to be discharged from custody; but as the judgment appears to have been *bonâ fide*, we shall not set it or the writ aside. He has asked, by his notice, for the costs of the motion, which we will give, putting him on terms to undertake to bring no action.

Order accordingly.

Correspondence.

Attorneys' Protection Bill.—With reference to the Attorneys' Protection Bill, could not a stop be put to rent and debt collectors by a clause to the following effect?—"That any person, except a solicitor, in writing, demanding money with threat of legal proceedings from another person, such first person not being entitled thereto in his own interest, should be punishable summarily before a justice of the peace by fine. The production of the letter demanding payment, with proof of authorship, to be sufficient proof, without any evidence that the party so demanding payment did so for reward." A. B.

[We are afraid this is hardly practicable, but some such measure would certainly put a stop to the action of those debt-collecting firms (there are many nests of them in all large towns), who take assignments of real or imaginary debts, and then issue all kinds of alarming circulars, with a view of frightening poor ignorant people into payment.—Ed. Sols. Dept.]

Unqualified Practitioners.—I sent you last week two clauses to be added to the Bill now in Parliament. All your intended legislation will be worthless, unless you can enact that all deeds under hand and seal shall be invalid if drawn by any other person than a duly qualified attorney, solicitor, &c. Such a clause as that which I sent would and must stop all invaders instantly from the passing of the Act. I know an articled clerk myself who has been convicted of larceny and fined £10, who will apply to be admitted. Is this not a scandal to our profession? And, if necessary, I can send a report of the trial in the newspaper. A Solicitor.

[Our correspondent should certainly communicate with the Council of the Incorporated Law Society, upon the subject of the last topic in the above letter.—Ed. Sols. Dept.]

Managing Clerks as Advocates.—Referring to the letter of "A Country Solicitor," in your issue of to-day, I must confess I cannot see the reason of the first clause which he suggests for insertion in the new Act of Parliament. It seems to me altogether absurd to say that because an attorney, properly qualified as I am, with his name in the Law List, instead of setting up in practice for himself, chooses to take a situation with another attorney or firm of attorneys, that he should be debarred from appearing before justices or at a County Court for a client of his firm or principal; and that being the effect of this clause, if inserted in the Act, I must protest most strongly against its insertion. It is a very common thing for admitted and certificated men to conduct the advocacy of firms, when they are only managing clerks to such firms, and in fact they take out their annual certificate for that purpose, and I confess I can see no harm in it, but rather the reverse. I am quite of opinion that none but certificated attorneys should be heard by justices, or in the County Courts, but to exclude a certificated attorney because he is acting as clerk instead of principal, in my opinion cannot quite be reconciled with common sense. What "A Country Solicitor" says about clerks

of the peace prosecuting and defending before justices should certainly be enacted, but I much doubt whether any clerk of the peace would be now found to act in that manner, although certain instances have been known.

A CERTIFICATED MANAGING CLERK.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

HART (Judah), Broad-street-buildings, FOLIGNO (Edwd.) Bury-street, St. Mary-axe, and MOSES (Samuel), Aldgate, all Esqs. £97 19s. 2d. New Three Per Cent. Annuities. Claimants, said Judah Hart, Edwd. Foligno, and Samuel Moses.

STUART (John Edward), New Bond-street, chemist. £100 New Three Per Cent. Annuities. Claimant, said John Edwd. Stuart.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

EAST SUFFOLK TRAMWAYS COMPANY (LIMITED).—Petition for winding-up to be heard April 24, before V.C. H.

INTERNATIONAL LIFE ASSURANCE SOCIETY.—Creditors to send in, by May 30, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to F. Maynard, 55, Old Broad-street, London, the official liquidator of the said company. June 8, at the chambers of V.C M., at two o'clock, is the time appointed for hearing and adjudicating upon such claims.

LONDON AND PARIS PIANOFORTE AND HARMONIUM COMPANY (LIMITED).—Creditors to send in, by April 28, their names and addresses, and the particulars of their claims, and the names and addresses of their solicitors (if any), to A. A. Broad, 35, Walbrook, London, the official liquidator of the said company. May 6, at the chambers of V.C. B., at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

CACKETT (Benjamin Wm.), Halbridge, Hockley, Essex, barge owner and farmer. April 30; Wm. A. Arthy, solicitor, Rochford, Essex. May 8; V.C. M., at twelve o'clock.

IMRIE (John), 420, Strand, and 411 Oxford-street West, Middlesex, hair dresser. April 23; J. Kempster, solicitor, 27, Lower Kennington-lane, Lambeth, S.E. May 7; V.C. B., at twelve o'clock.

JOSLAND (Richard), 53, Studley-road, Stockwell, Surrey, gentleman. May 1; F. A. H. Terrell, solicitor, 24A, Basinghall-street, London. May 9; V.C. H., at twelve o'clock.

MORANT (Robert), 91, New Bond-street, Middlesex, and Well Walk, Hampstead, Middlesex, upholsterer. April 30; W. H. Bosanquet, solicitor, 22, Austinfriars, London. May 11; V.C. M., at twelve o'clock.

RAWLINS (Elizabeth), 13, Somers-place, Hyde-park, Middlesex, spinster. April 23; E. A. Paterson, solicitor, 22, Great Winchester-street, London. May 1; V.C. B., at twelve o'clock.

ROSE (George F.), formerly of Pickett-street, Strand, Middlesex, cheesemonger, late of 23, North-bank, St. John's-wood, Middlesex. May 22; at the chambers of V.C. M. June 2; at the said chambers, at twelve o'clock.

STOCK (John), Poplar, Middlesex, Esq.; April 26; Gellatley and Co., solicitors, 2, Lombard-court, Gracechurch-street, London. May 26; V.C. H., at twelve o'clock.

WILKINSON and KIDD, 5, Hanover-square, Middlesex, wholesale saddlers and harness makers. April 28; Aldridge and Thorn, solicitors, 31, Bedford-row, Middlesex. April 27; V.C. H., at two o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

ANSELL (John), Leamington Priors, livery stables keeper. May 18; Chas. E. Large, solicitor, 1, Clarence-terrace, Leamington Priors.

BARING (Thos.), M.P., 8, Bishopsgate-street Within, London, of Norman-court, Stockbridge, Hants, of the Cedars, Roehampton, Surrey, and of 4, Hamilton-place, Middlesex, Esq. May 30; Markby and Co., solicitors, 57, Coleman-street, London.

BISHOP (Thos.), Uxbridge Moor, Hillingdon, Middlesex licensed victualler. June 5; W. Gardiner, solicitor Uxbridge, Middlesex.

BOULTON (John), Laurels Solihull, Warwick, gentleman May 15; J. L. Jones, solicitor, Alcester.

CHARLES (Thos.), 9, Arabella-row, Pimlico, Middlesex, fishmonger and ice merchant. May 1; Mason and Withall, solicitors, 18, Bedford-row, London.

CUMMINGS (Mary A.), 256, Portobello-road, Notting-hill, Middlesex, widow. May 15; J. H. N. Briggs, solicitor, 56, Lincoln's-inn-fields, Middlesex.

EDWARDS (Caroline), Ipswich, spinster. May 14; S. Westhorp, solicitor, 32, Museum-street, Ipswich.

FLOUNDERS (Mary), Princes-park, within Toxteth-park, Lancaster, widow. May 30; Waterhouse and Winterbotham, solicitors, 61, Carey-street, Lincoln's-inn, London.

HARDEY (Geo.), Apple Tree and Mitre, 30, Cursitor-street, Chancery-lane, Middlesex, licensed victualler. May 12; Johnstone and Jackson, solicitors, 55, Chancery-lane, London.

HOLLAND (Wm. J.), Golden-cross Hotel, Oxford. June 1; T. and G. Mallam, solicitors, High-street, Oxford.

HOLT (John), 105, Lancaster-road, Kensington-park, Notting-hill, Middlesex, gentleman. June 1; William Coates, 12, Kensington-park-road, Notting-hill, Middlesex.

HUGHES (John), formerly of Newport House, Shrewsbury, Salop, late of Abbey Foregate, Shrewsbury, gentleman. June 18; J. B. Watkins, solicitor, Swan Hill, Shrewsbury.

KAY (Robert), formerly of Castleton, Rochdale, afterwards of Higher Broughton, near Manchester, late of Trows within, Castleton, calico printer. June 20; Sale and Co., solicitors, 29, Booth-street, Manchester.

LONG (Henry), Lord John Russell Tavern, Commercial-road, Landport, Portsea, licensed victualler. May 1; Edgcombe and Cole, solicitors, Portsea, Hants.

LYON (Robert), Hexham, linen and woollen draper. April 17; J. Baty, jun., solicitor, Hexham.

MARSHALL (Jas.), Low Horton, Northumberland, farmer. May 1; Chas. J. Stephenson, Walllottle House, Northumberland.

PIPER (Luke), formerly of Laming, late of Sompting, Sussex, farmer. May 1; R. Edmunds, solicitor, Worthing.

RANDELL (Jas.), 25, Mark-lane, London, and of Prebend-end, Bucks, and of Umberleigh House, Devon, and of Co. Rievullie, near Garve, Ross, Esq. May 20; Phelps and Sidgwick, solicitors, 3, Gresham-street, London.

RASHLEIGH (Mary F.) Holmwood, near Dorking, Surrey, widow. May 1; Still and Son, solicitors, 5, New-square, Lincoln's-inn, Middlesex.

REYNARD (Ann), Holdforth-street, Leeds, spinster. July 1; Teale and Appleton, solicitors, Leeds.

ROWSTON (Wm. and Isabel), Harrison's Hotel, Brighton, Sussex, hotel keeper. May 1; Walker and Co., solicitors, 5, Southampton-street, Bloomsbury, London.

SAMUEL (Henry S.), Canning-street, Liverpool, merchant. May 13; Anderson and Co., solicitors, 4, Brunswick-street, Liverpool.

STACE (Elizabeth, commonly known as Elizabeth Laura), Gloucester House, Melcombe Regis, Dorset, schoolmistress. May 1; Phelps and Sidgwick, solicitors, 3, Gresham-street, London.

STENNING (Wm.), Halsford, East Grinstead, Sussex, timber merchant. July 1; G. and F. S. Stenning, solicitors, Maid-stone.

STEPHENS (Stephen), 61, Star-street, Paddington, Middlesex, gentleman. June 1; Rhodes and Son, solicitors, 63, Chancery-lane, Middlesex.

SYMCOX (Francis), formerly of Oversley, late of Studley, Warwick. May 1; J. L. Jones, solicitor, Alcester.

TAYLOR (John), Burnfoot House, Wigton, Cumberland, Esq. July 3; Dobinson and Watson, solicitors, 5, Bank-street, Carlisle.

TOLLIT (Rosetta), Brentford, Middlesex, widow. June 5; W. Gardiner, solicitor, Uxbridge, Middlesex.

WALLIS (John C.), 4, Albion-chambers, and 8, Richmond-place, Clifton, gentleman. May 15; Petersave and Hodgkinson, solicitors, 4, Harington-place, Bath.

REPORTS OF SALES.

Saturday, April 4.

By Messrs. BUTCHER and BOWLER, at the Mart.

Norfolk, Hautbois.—Inclosures of land, containing 18a. 0r. 27p.—sold for £350.

Freehold cottage and two plots of land—sold for £140.

Tuesday, April 14.

By Mr. FRANK LEWIS, at the Mart.

Clerkenwell.—No. 70, St. John-street, freehold—sold for £820.

Brixton-road.—The lease of Somerset Lodge, term 26 years—sold for £810.

Camberwell.—Improved ground-rent of £58 3s. 2d. per annum, term 94 years—sold for £1310.

The lease of No. 4, Albany-street, term 44 years—sold for £360.

Nos. 1, 2, and 3, Albany-street, same term—sold for £325.

By Messrs. COOPER and GOULDING, at the Mart.

Baker-street.—No. 40, Yorke-place, term 21 years—sold for £1300.

Mayfair.—No. 12, Chesterfield-street (the moiety only), long leasehold—sold for £2500.

Russell-square.—No. 10, Montague-place (a third only) term 27 years—sold for £400.

Brighton.—No. 25, Brunswick-square, term 50 years—sold for £1575.

By Messrs. DRIVER, at the Mart.

Middlesex.—Ashford, a plot of land, containing 4a. 3r. 31p., freehold—sold for £600.

A similar plot, containing 4a. 3r. 16p.—sold for £800.

Willesden.—An inclosure of land, containing 16a. 3r. 35p., freehold—sold for £10,000.

A similar plot, containing 8a. 2r. 3p.—sold for £3600.

By Messrs. FAREBROTHER, CLARK, and Co., at the Mart.

Bucks.—Eton, No. 124 to 137, High-street—sold for £985.

Nos. 12, 13, and 14, High-street, and a plot of land, 1a. 2r. 3p.—sold for £100.

Horton.—The Half Way beerhouse, freehold—sold for £640.

COMPANY LAW.

NOTES OF NEW DECISIONS.

LIABILITY OF A CORPORATION FOR THE FRAUD OF THEIR AGENT—AUTHORITY OF THE MANAGER OF A BANK.—An action for deceit will lie against a corporation for a fraud committed by their agent, provided the fraudulent act was within the scope of the agent's authority, and the corporation have derived some benefit from it. The cashier of the respondents' bank, who discharged the duties of manager, by sending a fraudulent answer to a telegram, induced the appellants to accept certain bills drawn upon them by one L., and indorsed to the bank: Held (reversing the judgment of the court below), first, that it was within the scope of the cashier's authority to send such a telegram; secondly, that the bank, having obtained the benefit of the bills, were liable in an action for the false representations. The decisions of the Exchequer Chamber in *Barwick* v. *The English Joint Stock Bank* (16 L. T. Rep. N. S. 461; L. Rep. 2 Ex. 259), and of the House of Lords in *Addie* v. *The Western Bank of Scotland* (L. Rep. 1 H. of L. Sc. 145), discussed and reconciled; (*Mackay* v. *The Commercial Bank of New Brunswick* 30 L. T. Rep. N. S. 180. Priv. Co.)

MARITIME LAW.

NOTES OF NEW DECISIONS.

MARINE INSURANCE—PRINCIPAL AND AGENT—NEGLIGENCE—BROKER'S ALLOWANCE—JURISDICTION.—A marine insurance company, carrying on business in New York, employed C. as their agent in this country, for the purpose of taking risks, and adjusting and paying losses, for which he was to receive a commission of 5 per cent. upon the premiums made in each year. The company also effected insurances in this country through C. On the 8th Dec. 1865, C. received instructions from the company to reinsure fifteen ships upon which their lines were full. C. endeavoured to effect the insurances, but in consequence of news of a disastrous gale he was unable to do so except at exorbitant rates; he therefore wrote the same day to the company, informing them thereof, and stating that he left to the company, if they deemed it necessary, to insure on their side where it could be done at a profit, instead of here, where it would have to be done at a loss. After sending this letter, C. made no further attempt to insure these ships. Before the company received this letter, one of the ships which C. was directed to reinsure was wrecked and thereby a loss was incurred to the company: Held, that C. had not discharged the duty cast upon him as the company's agent to reinsure, by writing the above letter, and that he was liable for the loss which had been sustained in consequence of his neglect to insure as directed, and was not entitled to set-off against such loss the amount of the premiums which, by not insuring as directed, he had saved to the company. Under the "credit" system of conducting marine insurance business, which was the system adopted by C., it is customary for the underwriter to allow a discount of 12 per cent. to the broker upon the balance, if any, owing to the underwriters upon the settlement of accounts with the broker at the end of the year: Held, that C. was not entitled to retain the discount for his own benefit, but must account for the same to the company: (*Great Western Insurance Company* v. *Cunliffe*, 30 L. T. Rep. N. S. 113. V.C. B.)

REAL PROPERTY AND CONVEYANCING.

NOTES OF NEW DECISIONS.

WILL—SEPARATE ESTATE—A balance in a banker's hands, belonging to a married woman at the time of her death, and arising from savings effected by her out of her separate estate, will not pass under a gift of "all funds and property . . . . purchased out of" separate estate: (*Askew* v. *Rooth*, 30 L. T. Rep. N. S. 155. V.C. B.)

UNDERLEASE—COVENANT NOT TO ASSIGN.—In an agreement for an underlease of coal mines, it was provided that the underlease should contain "the like provisions, conditions, and stipulations in all respects" as were contained in the original lease. The original lease contained a proviso and covenant against assignment or underletting without the landlord's consent. Held, that in the like covenant in the underlease the name of the original landlord alone was to be inserted as the person whose consent was to be required to any assignment or underletting, and not that of the underlessors: (*Williamson* v. *Williamson*, 30 L. T. Rep. N. S. 154. V.C. B.)

MARRIAGE SETTLEMENT — REVERSIONARY INTEREST—POLICY OF ASSURANCE—MORTGAGE OF POLICY—PAYMENT OF PREMIUMS BY MORTGAGEES — LIEN — INTEREST.— By a marriage settlement a policy of assurance on the life of C. was assigned to trustees for the benefit of the wife, for her separate use, for life, and after her death as she should appoint. The husband covenanted that he would pay the premiums, and in default the trustees were authorised to apply the income for that purpose. Subsequently, the wife appointed the reversion in the policy by way of mortgage to secure sums of money advanced to her, with interest at five per cent. The husband and the trustees refused to pay the premiums, and they were paid by the mortgagees. On the death of C. the mortgagees claimed to be repaid out of the policy moneys the sums they had advanced for keeping the policy on foot, with interest at five per cent. Held that they were entitled to immediate payment of the premiums paid by them, with interest at four per cent., and to a charge for the remaining one per cent. upon the reversion of the policy moneys: (*Gill* v. *Dowing*, 30 L. T. Rep. N.S. 157. V.C.H.)

WILL—SPECIFIC AND RESIDUARY DEVISES AND BEQUESTS—PERSONALTY INSUFFICIENT FOR PAYMENT OF DEBTS—ADMINISTRATION—CLAIM DISALLOWED—COSTS—Where the personal estate is insufficient for the payment of debts, real estates comprised in a residuary devise are chargeable with the payment of debts in priority to real estates specifically devised. *Hensman* v. *Fryer* (17 L. T. Rep. N. S. 394; L. Rep. 3 Ch. 420)

MAGISTRATES' LAW.

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Devonport	Friday, July 10	H. T. Cole, Esq., Q.C.	10 days	G. H. E. Rundle.
Folkestone	Tuesday, April 28	James J. Lonsdale, Esq.	8 days	R. T. Brockman.
Newcastle-on-Tyne		W. D. Seymour, Esq., Q.C.	14 days	John Clayton.
Scarborough	Monday, April 20	Alfred W. Simpson, Esq.	10 days	John J. P. Moody.
Sudbury	Wednesday, April 29.	Thomas H. Naylor, Esq.	14 days	Robert Ransom.
Wigan	Wednesday, April 29.	Joseph Cattersall, Esq.		Thomas Heald.

not followed. The court refused to make any order as to the costs of an unsuccessful claim made by the plaintiff against the testator's estate: (*Lancefield* v. *Iggulden*, 30 L. T. Rep. N. S. 156. V.C. B.)

PRACTICE—MONEY ADVANCED BY TRUSTEE—INTEREST.—A trustee will be allowed interest upon money advanced by him, and applied in payment of his testator's debts, or otherwise on account of his personal estate: (*Finch* v. *Prescott*, 30 L. T. Rep. N. S. 156. V.C.B.)

INJUNCTION—TRESPASS—WASTE.—The defendant to an action of ejectment to recover a piece of woodland, adduced evidence of adverse possession for more than twenty years, and the action was discontinued. Subsequently the plaintiff in the action from time to time walked in the wood, and turned his cattle into it, in order to assert his alleged right, and to bar the Statute of Limitations. At length he cut down a tree in the wood, whereupon the defendant to the action filed his bill for an injunction: Held (affirming the decision of the Master of the Rolls) that as the result of the action of ejectment showed the defendant to that action to be in possession of the wood, he was entitled to the injunction. *Lowndes* v. *Bettle* (10 L. T. Rep. N. S. 55; 33 L. J. 431, Ch.) approved and followed: (*Stanford* v. *Hurlstone*, 30 L. T. Rep. N. S. 140. Chan.)

WILL—GIFT OVER ON BANKRUPTCY—PERSONAL ENJOYMENT — FORFEITURE OF LIFE ESTATE.—Testator gave specific legacies, and gave all his residuary real and personal estate to S. and C. upon trust for conversion and investment, and to pay thereout an annuity of £250 to S. and also an annuity to E., and subject thereto and to his debts, the remainder of his real and personal estate to be held in trust for C. for life, or until he should become bankrupt or insolvent, or do or suffer anything which but for that provision would deprive him of the personal enjoyment, in which case there was a gift over. S. and C. were appointed executors. Testator died in June 1870 considerably indebted. His personal estate not specifically bequeathed was under £20. C. was adjudicated bankrupt in July 1871. In January 1872, a scheme for arrangement of the bankrupt's affairs by paying 20s. in the pound was made, and the bankruptcy was annulled and an order was made vesting his property in S. In January 1873, the order vesting the bankrupt's property in S. was rescinded. Prior to his bankruptcy C. had received the rents of the testator's real estate, but since then S. had received them. The rents had been applied towards paying the testator's debts, and the annuities so far as they would extend, but S.'s own annuity was in arrear, as the rents were not sufficient to pay it in full. C. had received nothing for his own use. Held that as C. had not been deprived of the personal enjoyment of the residuary estate, there had been no forfeiture of his life interest: (*Robins* v. *Rose*, 30 L. T. Rep. N. S. 152. V.C. B.)

WILL—DEVISE OF ALL LANDS AND HEREDITAMENTS—STRICT SETTLEMENT—LEASEHOLDS—CONTRARY INTENTION.—The 26th section of the Wills Act throws the *onus probandi* upon those who assert that a devise of "lands" does not include leasehold estates in land, but that onus is satisfied by showing from the whole will sufficient grounds to satisfy a reasonable man that the testator did not intend by the word "lands" to pass leasehold estates. A testator, by his will made in 1861, devised all his messuages, lands, and hereditaments in the county of Middlesex, and all other lands and hereditaments in England belonging to him, to the use of his eldest son for life, with remainder to his eldest son's issue in tail male, with an ultimate remainder to his own right heirs. He also bequeathed all his money, securities for money, goods, chattels, and personal estate to trustees upon trusts corresponding with the trusts of the hereditaments thereinbefore devised in strict settlement, but so that the same should not vest absolutely in any person thereby made tenant in tail by purchase unless such person should attain twenty-one. As to the devised realty, the will contained a power of sale, empowering the trustees to invest the proceeds of any sale in the purchase of freeholds or leaseholds convenient to be held therewith. The will also contained a bequest of certain chattels and heirlooms in strict settlement, so far as the rules of law and equity would permit. The testator, both as to any leaseholds to be purchased under the power, and as to the chattels, repeated the proviso that the same should not vest absolutely in any person thereby made tenant in tail by purchase, unless such person should attain twenty-one. At the time of his death, the testator was possessed of both freehold and leasehold estates in the county of Middlesex: Held (affirming the decision of Malins, V.C.) that the leaseholds did not pass under the devise of lands and hereditaments by virtue of the 26th section of the Wills Act, inasmuch as there was sufficient indication of a contrary intention appearing on the face of the will; but that they passed under the ultimate bequest of personal estate: (*Prescott* v. *Barker*, 30 L. T. Rep. N.S. 149. Chan.)

WILL—CONSTRUCTION—BEQUEST OF RESIDUE TO CHARITIES—PURE AND IMPURE PERSONALTY—MARSHALLING—MORTMAIN ACT.—J. M., who died in March 1866, by will, in July 1855, after appointing executors and trustees, and bequeathing legacies specific and pecuniary, and giving certain annuities, said, "as to all the residue and remainder of my personal estate and effects whatsoever and wheresoever, which I may be possessed of or entitled to at the time of my decease, I give and bequeath the same as follows: namely, one equal third part or share thereof to St. Mary's Hospital, Paddington, aforesaid, one other equal third part or share thereof to the Society for the Propagation of the Gospel in Foreign Parts, and the remaining one equal third part or share thereof to the Society for Promoting Christian Knowledge, and my will is, and I expressly direct, that the three last mentioned legacies or bequests shall respectively be paid and satisfied out of such part of my personal estate as can lawfully be applied to the payment thereof, and which shall be reserved by my trustees or trustee for the time being for that purpose, and that such legacies and shares of residue shall respectively be applied to the purposes of the said hospital and societies respectively, and the receipts of the respective treasurers of the said hospital and societies respectively shall be sufficient discharges for the same respectively." The suit was one for administration, and the question raised was as to the marshalling of debts, legacies, and annuities. Held, that the direction that the charitable bequests were to be satisfied out of such part of the testator's personal estate as could lawfully be applied to the payment thereof, and which should be reserved for that purpose, was a plain direction to marshal the assets, so as to give the charities the fullest benefit they were capable of taking: (*Miles* v. *Harrison*, 30 L. T. Rep. N. S. 152. Chan.).

COUNTY COURTS.

BIRMINGHAM COUNTY COURT.

Wednesday, April 1.

(Before Mr. H. W. COLE, Q.C., Judge.)

HARRISON *v.* JOHNSON.

Accountant's charges.

THE plaintiff in this case was an accountant, carrying on business in Birmingham, and the defendant a person who, on the 19th Sept. 1871, presented his petition to the Court of Bankruptcy for a liquidation of his estate by arrangement or composition. The action was brought to recover £22 15s. 4d. as the balance of the accounts of the plaintiff's receipts and payments as receiver and trustee in the proceedings under the Bankruptcy Act, which terminated in the defendant's creditors accepting a composition. By an order of the Court, dated Sept. 19th, the plaintiff, who had previously rendered assistance to the defendant in his attempt to arrange his affairs, was appointed receiver. A meeting of the creditors took place on the 5th Oct., who passed resolutions under the Act of 1860 to accept a composition of 5s. in the pound, payable as therein mentioned, and it was resolved that promissory notes for the composition required, and payable as agreed, should be handed to the trustee within seven days of the date of the confirmation. The plaintiff also received his appointment as trustee. The composition had since been paid.

His HONOUR, in delivering judgment, said that under such circumstances, if any of the debtor's estate were now in the hands of the plaintiff, as receiver or trustee, the defendant might call upon him to hand the same over to him; but the defendant could not do so except on the terms of the amount of the plaintiff's charges for which he would have a lien on the estate in his hands, being first ascertained by the Court of Bankruptcy, and paid by the defendant: (*Ex parte Lyons, re Lyons*, L. Rep. 7 Ch. 494; 26 L. T. Rep. N. S. 491.) But in the present case there was no such estate, and the defendant therefore made no demand. On the contrary, however, there was a deficiency of the estate to meet the plaintiff's charges and he had therefore insisted that the defendant was personally liable to pay such deficiency, and he had brought this action to recover it. The charges of the plaintiff as receiver and trustee amounted altogether to £23 19s. 9d. He made other demands, but the property and money received by him had been slightly more than sufficient to satisfy every demand, except his costs and charges as receiver and trustee. This claim of £22 15s. 4d. consisted in part of the unsatisfied portion of the £23 19s. 9d., and the question was whether the plaintiff was entitled to recover the same by this action against the defendant. The resolutions of the creditors, under which the plaintiff was appointed trustee, were silent on the subject of his remuneration, and made no provision as to it. The plaintiff might have refused to become either receiver or trustee, unless he had payment of his charges in some way secured to him; but he accepted such office without any stipulation on the subject, and without taking care to see that the value of the assets which would come to his hands, as receiver or trustee, would cover his costs and expenses. He must either have relied on the expectation that the estate coming to his hands would be sufficient, or, by inadvertence, he forgot the subject altogether. He did not appear to have asserted any claim to a lien on the promissory notes, which were to be delivered to him as trustee for the creditors. He handed over these promissory notes to the creditors, without stipulating that his costs and expenses should be first paid. But now, upon finding that the estate in his hands was deficient, he had brought this action against the defendant for that deficiency. No authority had been cited to him (the judge) which supported the plaintiff's claim, nor had any principle been stated, which appeared to him to apply to the present case, and entitle the plaintiff to maintain the action. There was no express contract between the plaintiff and the defendant, and he was unable to imply one. The plaintiff as receiver was an officer of the Court of Bankruptcy which appointed him. As trustee he was appointed by the creditors, and he was a trustee for them. But neither as receiver nor as trustee was the plaintiff in his opinion entitled to compel the defendant to pay his charges. There must, therefore, be a verdict for the defendant.

In reply to *Wilkinson*, his Honour said he should be willing to grant a case for the Superior Court.

HUNTINGDON COUNTY COURT.

Wednesday, April 8.

(Before EDMOND BEALES, Esq., M.A., Judge.)

HEARN *v.* THE GREAT EASTERN RAILWAY COMPANY.

Carriage of goods—Owner's risk—Loss of market—Delay.

Burton, of Huntingdon, for the plaintiff.

This case was partly heard at the last court, and was of great importance to fishmongers and other tradesmen.

Burton said that the action was brought to recover the sum of £6 17s. 9d., damage sustained by the plaintiff, a fishmonger, by reason of the non-delivery, in reasonable time and in due course, of a quantity of fish consigned to him on the defendants' railway from Yarmouth to Huntingdon. On 10th Oct. last a quantity of fish was sent from Yarmouth, but was not tendered to the plaintiff until a little before 4 p.m. on the following day, when the market was over, and he was then unable to dispose of the fish. The fish should have been delivered in the usual course at 9 a.m. He admitted that the fish were consigned at owner's risk, but that from the very fact of the delay the company had been guilty of wilful negligence.

Moore, for the company, said that the company was not liable, inasmuch as the fish was conveyed at owner's risk, and a special low rate was charged, in consideration of which the plaintiff had agreed to take the risk of delay. By paying an extra rate the plaintiff could have held the company to be liable. It had been decided in several cases in the superior courts, and also by his Honour, that damages for loss of market could not be recovered, in the absence of notice having been given to the company that goods were required for market.

His HONOUR.—I agree with the common law principle that the company are the insurers of the goods they convey, and that they have no right to get rid of their liability by any difference in the rate.

Moore.—The company lose thousands a year by carrying the fish at a lower rate, which all goes into the fish merchants' pockets; and although, by taking advantage of the low rate, they save a vast amount of money in the course of a year, they still, when they have any small loss, require the company to pay their claims. They could not expect to have the advantages of the low rate and also have the claims paid.

Burton characterised the lower rate as a delusion and a snare, and a lasting disgrace to all the railway companies.

His HONOUR said that he thought the law as to this point of owner's risk was in a most unsatisfactory state, and had never been definitely decided.

The plaintiff's case was stopped at an early stage by his inability to produce the receipt for the payment of the fish, which were the subject of the action.

His HONOUR said that he could not sue for loss of market. He should have accepted the fish and sold them for what they were worth and then brought his action to recover the difference. He nonsuited the plaintiff, but would not allow any costs to the company.

Moore I must press upon your Honour the necessity of allowing costs. In all cases where the company have a verdict against them costs are allowed.

HIS HONOUR.—The plaintiff has lost sufficient. If he had not sustained any loss he would have allowed costs.

Moore.—If the plaintiff had not sustained any loss I do not suppose he would have brought an action. I think it a very hard case that I cannot have my costs allowed in cases in which the company obtain a verdict.

Plaintiff nonsuited without costs.

HUDDERSFIELD COUNTY COURT.

Friday, March 27.

(Before Mr Serjeant TINDAL ATKINSON, Judge.)

CLOUGH *v.* LANCASHIRE AND YORKSHIRE RAILWAY COMPANY.

A railway company notwithstanding a notice in their time bill, that "they will not be accountable for any loss, inconvenience, or injury, which may arise from delays or detention," are not protected from negligence or want of proper care, but where a fog had impeded the traffic and thereby caused delay:

Held that the company are protected by the terms of their notice.

Clough, plaintiff, in person.

John Sykes for defendants.

HIS HONOUR delivered judgment herein as follows: In this case, which was tried before me on 27th Feb., the plaintiff claims damages from the defendants for a breach of contract in not having on the 11th 11th Dec., 1873, conveyed him (the plaintiff) from Huddersfield to Halifax, he having purchased from the defendants a through ticket for that purpose. The train by which the plaintiff was to travel was advertised in the company's time tables to leave Huddersfield at 10 o'clock, arriving at Halifax at 10.33. A fog prevailed during the morning, which seriously impeded the traffic on the railway, and the train which was to take the plaintiff to Halifax was, when it arrived to take up the passengers at Huddersfield, twenty-four minutes late, and did not leave the station until ten minutes after the appointed time, and on arriving at Brighouse, owing to the obstruction caused by the fog, it was forty-five minutes after its time. The passengers for Halifax by this train are obliged to change on their arrival at Brighouse, and are sent on by a train which awaits them there; but no notice of this change is found in the company's time tables. After waiting twenty-seven minutes beyond the usual time the train, which should have taken the plaintiff forward, left Brighouse, and on the plaintiff's arriving he found that there was no other train for Halifax until 12.14. The plaintiff having an important engagement, hired a carriage, and reached Halifax at 12.30, too late to keep his appointment. The company's time tables were put in, and contained the following announcement: "Time bills. The published train bills of this company are only intended to fix the time at which passengers may be certain to obtain their tickets for any journey from the various stations, it being understood that the trains shall not start before the appointed time. Every attention will be paid to insure punctuality as far as it is practicable. But the directors give notice that the company do not undertake that the train shall start or arrive at the time specified in the bills, nor will they be accountable for any loss, inconvenience, or injury which may arise from delays or detention." It is contended by Mr. Sykes, on behalf of the company, that there ought to be a nonsuit on the ground that the notice in the time tables, which have been put in evidence, forms a special contract, the terms of which are binding on the plaintiff, and the defendants are not liable for the delay. Under ordinary circumstances the company are bound to carry out the contract they make with the passenger, and must use such diligence, and bring to bear such appliances as they may have at their disposal to perform the promise contained in their time tables, namely, that the train will leave at a certain time and arrive at the terminus at the time stated; but in this case the delay arose from causes entirely beyond the company's control. In the language of Lord Campbell, in giving judgment in *Denton* v. *The Great Northern Railway Company* (25 L. J. 134, Q. B.), "Looking at the nature of the contract there may be certain implied exceptions from perils of the land, as there is in the case of a policy of marine insurance from the perils of the sea, as if a train without any fault of the company, should be prevented from going by an inundation, or by some convulsion of nature. There they might be discharged." Here the delay was caused by a fog, which imposed upon the company's servants the utmost care and caution in the conduct of the traffic, a caution which was necessary for the protection of life and of property, and brings the case within the promise on the part of the company contained in the notice that "every attention will be paid to ensure punctuality as far as is practicable." I am of opinion that the facts proved show that "punctuality" was not "practicable" in this instance, and although I was much pressed with Mr. Clough's contention that the train at Brighouse should have been detained in order to carry onward the Huddersfield passenger traffic, this could only have been done at the cost of delaying the passengers who had booked there, and who had acquired the right to go on without delay. In the case of *Prevost* v. *The Great Eastern Railway Company* (13 L. T. Rep. N. S. 20), the facts of which were very similar to the present, it was held by Crompton J. that the contract of the company is that they will use proper care and not be negligent. I cannot find in the facts before me any want of proper care, or any negligence, and there must, therefore, be a nonsuit entered in favour of the defendants, but in this case without costs.

MARYLEBONE COUNTY COURT.

(Before Mr. Serjt. WHEELER.)

TURNER *v.* THE GREAT WESTERN RAILWAY COMPANY.

Railway unpunctuality.

MR. C. H. TURNER, of the Chancery Bar, sued the Great Western Railway Company for not conveying him from London to Micheldean, on the 7th Feb., in time to vote at the West Gloucestershire election, and he assessed his damages at £9 19s.

The plaintiff conducted his case in person.

The defendants were represented by *Wightman Wood*, barrister, of the Home Circuit.

It appeared from the plaintiff's statement that he left Paddington at 10.15 a.m. on Saturday, the 7th Feb., having previously obtained a first-class express return ticket to Micheldean, which was given to him gratis on his producing a "candidate's order." According to the train bills, the 10.15 train should arrive at Gloucester at 1.37, after stopping at five stations *en route*; but on this day the train was detained at a great many places not specified in the bills, commencing at West Drayton (where the plaintiff observed indications of a collision having recently occurred), and eventually it arrived at Gloucester at three o'clock. In consequence the plaintiff lost a train timed to leave Gloucester for Micheldean at 1.48, by which he had expected to travel, and was unable to proceed until 3.50. By this train he reached Micheldean at 4.40, but though a carriage was in waiting for him, in which he was driven four and a half miles in twenty-two minutes, he arrived at the poll two minutes too late to record his vote. As there was no train by which he could get home that night, he went to an hotel, and he now sued the company for compensation for his expenses, his useless loss of time, and the "loss of his franchise." The ticket and the train bill were put in as evidence. On the former was printed, "This ticket is issued subject to the conditions on the company's train bills;" and on the latter the following notice appeared on the outer sheet, "The train bills are only intended to fix the time at which passengers may be certain to obtain their tickets for any journey from the various stations (it being understood that the trains shall not start before the appointed time), but the directors give notice that the company do not undertake that the trains shall start or arrive at the time specified in the bills, nor will they be accountable for any loss which may arise from delays or detention, except upon proof that such delay was caused by the wilful misconduct of the company's servants."

Turner contended that the company had contracted to take him to Micheldean by the time mentioned in their bills—2.25 p.m.—and also to take him there in time to vote, or at least within a reasonable time. With regard to the damages he quoted the case of *Ashby* v. *Wright*, in the time of Chief Justice Holt, where the plaintiff obtained £200 damages from a returning officer for refusing to receive his vote.

Wood for the defendant, in the first place called upon the judge to nonsuit the plaintiff on the ground that the action should have been brought by "the candidate," who had paid for the ticket, but immediately afterwards he withdrew this objection, saying that his clients had no desire to escape by a side door. The principle involved was of very great importance to railways, as if they were liable to pay compensation in such cases as this, or to prove that the delay was unavoidable, the cost would be incalculable, and the public would be in a far worse position than now, as the companies would have to reduce the usual rate of speed of all their trains, so as to insure punctuality, even under adverse circumstances. There was a notion that the defendants had acquiesced in the decision given against them in *Forsyth's* case, but that was not so; on the contrary, they were desirous to appeal, but were prevented from doing so by a technical informality. Counsel then argued at considerable length that the plaintiff had not proved the contract he set up; that the true contract was contained in the ticket and the bills, and that it was for the plaintiff to prove "wilful misconduct" on the part of the company, and that as he had given no evidence to that effect, there was nothing for the defendants to answer. He referred to several cases, and especially to *Hurst* v. *The Great Western Railway Company* (34 L. J.), and to *Taylor* v. *Great Eastern Railway Company*, reported in the LAW TIMES of Feb. 7. In any event, no damages could be recovered for the loss of the vote.

HIS HONOUR said that the point raised as to the liability of the company for delays was no doubt one of great importance, and that he would reserve his judgment until April 14.

WIGAN COUNTY COURT.

Wednesday, April 1.

(Before Mr. J. W. HARDEN, Judge.)

ROWLAND AND ANOTHER *v.* LONDON AND NORTH WESTERN RAILWAY COMPANY.

Railway companies agents for one another—Carriage of goods—Property in the goods—Liability for loss.

MESSRS. ROWLAND and Makinson, ironmongers, Market-place, Wigan, sued the London and North-Western Railway Company for two sums of £21 5s. 6d. and £17 10s.

Ellis appeared for the plaintiffs.

Adcock (of the firm of *Mayhew* and *Adcock*), appeared for the defendants.

Ellis stated that at the time of the Wigan Exhibition arrangements were made to have a very elegant plate glass case sent from Sheffield to the Exhibition. Mr. Makinson went to the railway and saw Mr. Dixon, the manager, and asked what it would cost to bring the case from Sheffield to Wigan. Mr. Dixon named the rate, which included the insurance and delivery of the parcel at the Wigan Infirmary, whereupon the sender at Sheffield was instructed to forward the case, which, when dispatched, was in a perfectly sound condition. It was in due course delivered in Wigan by the defendants at the infirmary, and it was there kept in a perfectly safe place for about a week, at the expiration of which time it was opened and the glass was found to be smashed so that it was altogether useless for the purpose it was intended for. The plaintiffs complained to one of the railway officials, who suggested that the plaintiffs should get it repaired, and send a claim for the amount to the defendants. The case was repaired at an expense of £21 5s. 6d. About three months afterwards the plaintiffs returned the case to Sheffield, and it was delivered safely to the company, carriage paid, and insured, but when it arrived at Sheffield it was found to have been again broken, and the item of £17 10s. was on account of the loss sustained by the second breakage. Evidence was given by Mr. Ellis in support of these facts.

Adcock then addressed the judge and jury, and raised the following questions of law: First, that as the contract was with the Manchester, Sheffield, and Lincolnshire Railway Company, the defendants, the London and North-Western Railway Company, were not liable to pay the loss, as all they did was simply as agents for the Manchester, Sheffield, and Lincolnshire Railway Company, who were the contractors in the matter; secondly, the plaintiffs had no property in the goods, inasmuch as they were only borrowed, and when placed upon the railway company's premises it was a constructive delivery to the person from whom they borrowed the goods, and having no property in them, they could not recover them.

In reply to these points, *Ellis* contended that the contract was not with the Manchester, Sheffield, and Lincolnshire Railway Company, but with the London and North-Western Railway Company, and that they were the persons responsible for the loss. As to the second point raised by Mr. Adcock, it was proved by Mr. Makinson that the plaintiffs were responsible to the persons from whom the case was borrowed for any damage that might be occasioned by it. He contended that Mr. Makinson having paid the return freight from Wigan to Sheffield clearly proved that he did not part with possession of the goods until they were delivered at the point where he had paid for them to be delivered at—namely, Sheffield.

HIS HONOUR said that in this case a great deal was to be said on both sides, and that he should submit to the jury the question of the amount to be given on both counts, and that he should order that execution be stayed. The effect of this would be that an application could be made to a superior court of law for a *mandamus* to compel him to issue execution, and the law of the matter could be ascertained.

The jury gave a verdict for the plaintiffs for £17 15s. 6d. on the first count, and £14 on the second count.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

Proof on Bills—Production of—Practice.—A creditor who seeks to prove upon bills of exchange or promissory notes must, on tendering his proof, exhibit his securities in like manner as under the old law, which in this respect is not altered by the late Act: (*Ex parte Jacobs; Re Carter*, 30 L. T. Rep. N. S. 133. Bank.)

Partnership — Bankruptcy — Joint and Separate Estate — Deceased Partners — Rights of Creditors.—By a partnership deed it was stipulated that in case of the death of any partner, the partnership should not be dissolved, but that the surviving partners should carry on the business, and that the share of the deceased partner should be ascertained, and the payment thereof secured to his representatives in manner therein provided. The firm consisted of four partners, two of whom died during the partnership, and first the three and afterwards the two surviving partners continued the business for a few months. The latter then filed a petition for liquidation. At the date of the petition the shares of the deceased partners had not been paid or secured to their representatives. There had been no stock taking, but a great part of the stock-in-trade, consisting of machinery, which was in existence when the partnership was first constituted, still remained in specie; part, however, had been disposed of, and replaced by the three, and other part by the two partners. Held, that the creditors of the four were not entitled as against the creditors of the three and of the two to have the proceeds of such portion of the machinery as could be distinguished as having existed when the partnership was first constituted, and which still remained in specie, applied in satisfaction of their claims in priority to the claims of all the other creditors: (*Ex parte Furness; Re Simpson and Co.*, 30 L. T. Rep. N. S. 134. Bank.)

Garnishee Order—Bankruptcy—Creditor holding Security — Bankruptcy Act 1869 (32 & 33 Vict. c. 71), ss. 12 and 16.—A garnishee order obtained and served by an execution creditor, especially when made absolute before the bankruptcy, constitutes the execution creditor a creditor "holding a security on the property of the bankrupt" within sect. 12 of the Bankruptcy Act 1869. An execution creditor who has obtained, served, and made absolute a garnishee order before the bankruptcy, is also a creditor holding a "charge on the bankrupt's estate, as a security for a debt due to him" within sect. 16, sub-sect. 5, of the Bankruptcy Act 1869. The word "charge," in sect. 16, sub-sect. 5, has a wider meaning than the word "mortgage" or "lien" contained in the same section: (*Emanuel v. Bridger; Roberts* (garnishee), 30 L. T. Rep. N. S. 194. Q. B.)

COURT OF BANKRUPTCY.

Tuesday, April 14.

(Before Mr. Registrar Pepys.)

Re H. J. Welch.

Proof—Bankruptcy Act 1869, *s.* 31—*Wife's allowance under separation deed—Trustee of deed allowed to prove.*

The question in this case, which arose under the 31st section of the Act, was whether the trustee under a deed of separation, executed by the bankrupt and his wife, was entitled to prove against the bankrupt's estate in respect of the estimated value of the allowance agreed to be made to the wife for the support of herself and family.

Bagley appeared for the creditor, who appealed from the rejection of the proof by the trustee.

E. C. Willis for the trustee.

By the deed, which was dated in 1869, the husband and wife agreed to live separate and apart from each other, an allowance of 10s. per week being made to the latter. The trustee under the deed claimed to rank as a creditor for £407, which was sworn to as being the value of the allowance.

His Honour thought the appellant was entitled to prove for the sum claimed. But for the bankruptcy he could have sued the husband for the husband for the arrears of the allowance, and no reason existed why the wife should be deprived of the benefit of the deed. The proof must be admitted.

LEGAL NEWS.

Private Bills in Parliament.—The first of several groups of private Bills will be taken on or about the 21st instant, when it is expected that several committees will, for the purpose, be appointed. It is believed that there will be a great pressure of private Bill work this session, owing to the short time within which the business must be got through. Old parliamentarians anticipate a repetition for a brief period of the session of 1866, when every committee-room was occupied.

Withdrawal of Election Petitions.—Notice has been given to withdraw the election petitions relating to Kidderminster, Stockport, and Isle of Wight.

Style in which an oath was administered by a German justice of the peace in Lincoln, Wis.: "You as awfully swear you will tell the truth, the whole truth, and nothing but the truth, the best what you can."

Cases in the Probate Court.—There are 20 cases in the list for the term before the court itself, and 12 special juries, and only one common jury case, making 33. Last Term there were 9 cases without juries, 20 special juries, and 13 common juries. The case of *Tichborne* v. *Tichborne* is still retained in the cause paper.

Trial of Election Petitions.—Three more election petitions have just been appointed for hearing. The Barnstaple petition will be taken before Mr. Justice Mellor on the 27th inst., and the Stroud petition on the same day before Mr. Baron Bramwell. On the 28th inst. Mr. Justice Grove will hear the Dudley petition. The Hackney Petition is disposed of.

Highway Legislation. — Considerable discussion took place at the Devonshire Chamber of Agriculture on legislation affecting highways consequent on the abolition of turnpikes, and resolutions were carried that it was expedient that the expense of the repairs of all roads should be paid by the persons using them, and that the expense could in part be raised by a license tax on all horses and carriages using such roads; that it was expedient that the expense of principal improvements of main roads in highway districts should be defrayed from the common fund; and that the whole of the expense of permanent improving should not be thrown solely on the occupier. We may mention that some of the above suggestions are at the present time adopted in the north of France, and we believe successfully.

Lincoln's-inn.—The new buildings in Lincoln's-inn have now been completed, and most of the chambers are occupied. They form the west side of Old-square, fronting the hall, library, and garden. The block is divided into four sub-divisions, each of which consists of five floors, with five sets of chambers on each. The style is semi-Gothic, with gables at each end. The block is 140ft. in length and 80ft. in height. The internal arrangements have been very carefully attended to, and rooms have been arranged for barristers, pupils, and clerks, with the usual offices and cellars. The external aspect of the building is in strange contrast with its quaint and smoke-begrimed neighbours, the materials used in the construction being Ancaster dressing with red brick facing. The entire cost has been £40,000, and the work has been executed by Messrs. Jackson and Shaw.

A Legal Anomaly.—Without the least reflection either on the magistrate or the clerk—both of whom are gentlemen of considerable experience, and are, indeed, helpless in the matter—it can scarcely be denied that the inquiry at the police court into the manslaughter at Flathouse was a deplorable waste of time. We are fully aware that some of the judges strongly object to trying prisoners on coroners' inquisitions, probably from the fact that it is not every community which has secured the services of so competent and careful a coroner as Portsmouth has, and depositions taken before a magistrate, under the advice of a legally qualified clerk, are generally superior to those taken under less favourable circumstances. But the fact remains that after the fullest inquiry before the coroner, precisely the same ground was traversed by the magistrate, and that, in fact, the depositions sworn to before the latter are almost a literal copy of those taken before the former. This might have been pardonable enough in the last century; but we are accustomed to value time more highly than our great grandfathers were wont to do, and are somewhat impatient under the repetition of a task the necessity for which is not very obvious. So long, however, as the judges adhere to a decision repeatedly expressed, the case is, apparently, beyond remedy.—*Hampshire Telegraph.*

Mr Beales and Mr. Justice Blackburn.—On Wednesday, at the April sitting of the Cambridge County Court, Mr. Beales, the judge, acknowledged the receipt of an address which had been presented to him in consequence of some remarks made upon him by Blackburn, J. in the Court of Queen's Bench. The address was as follows:—"Dear Sir,—We, the undersigned barristers-at-law or attorneys practising before you in the courts of which you are the judge, have read with much pain and regret a report in the Law Times of the 7th Feb. 1874, of a remark alleged to have been made by Blackburn, J. in reversing a decision given by you in the case of *Taylor* v. *The Great Eastern Railway Company*, that if you were in the habit of making such rulings he owned he thought the Lord Chancellor should be made aware of it. Without discussing the particular point before the Court of Queen's Bench in the case alluded to or presuming in any way to question the correctness of the view taken by that eminent judge, we think it due to you to state that we have been perfectly satisfied with your rulings generally, that we consider you bestow more than usual attention and care on all cases coming before you, that your judicial conduct during the whole time you have been the Judge of this circuit has commanded our high respect and esteem, and that we have the fullest confidence in your able and impartial administration of the law in your several courts." This address was signed by four barristers and thirty attorneys practising in the several courts. His Honour returned thanks at some length. He said he had read with great indignation what Mr. Justice Blackburn was reported to have said, but upon reflection he deemed it the best thing to attribute the remarks to some mistake or exaggeration in the report, or to some grave misapprehension as to the real facts of the case. On one point—the conditions under which the company had been allowed to appeal—the court above was wholly unjustified in what it said, as the solicitor of the company himself would admit. So far as he could gather from the report his decision was reversed without the shadow of or an attempt at argument, and in no very courteous terms. He was borne out in his views on the main point in the case by one of the most eminent courts of jurisprudence in the world—the Supreme Court of the United States—in which the very question at issue here had been made the subject of an elaborate and exhaustive argument.

First Day of Term.—Wednesday being the first day of Easter Term, the Lord Chancellor entertained the Judges, Queen's Counsel, Serjeants, &c., at his Lordship's residence, 5, Cromwell Houses. This being the first *levée* of Lord Cairns since his appointment for the second time as Lord Chancellor, it was very numerously attended. All the Chancery and nearly all the common law judges were present. The only common law judges who were absent were the Lord Chief Justice of the Common Pleas (who was absent on account of the death of his mother), Mr. Justice Lush, and Mr. Justice Quain. The judge of the Court of Admiralty (Sir R. Phillimore) was also absent. The judges who attended were—Lord Justice James, Lord Chief Baron Kelly, Vice-Chancellor Hall, Lord Ardmillan, Baron Pigott, Justice Denman, Vice-Chancellor Bacon, Baron Amphlett, Justice Blackburn, Baron Cleasby, Lord Justice Mellish, Lord Chief Justice Cockburn, Vice Chancellor Malins, the Master of the Rolls, Justice Brett, Justice Archibald, Baron Pollock, Justice Keating, Sir Montague Smith, Justice Grove, Justice Mellor, and Baron Bramwell. Among the Queen's Counsel were the Attorney-General (Sir R. Baggallay), the Lord Advocate, and the Solicitor General of Scotland, James Anderson, F. Roxburgh, John Gray, Holker, A. E. Miller, Montagu Chambers, Serjeant Simon, George Little, W. Huddleston, Inderwick, R. G. Williams, H. Hawkins, Gates, Watkin Williams, Joseph Brown, Eddis, Fry, Higgins, Renshaw, Archer Shee, Dickinson, Lumley, Westlake, H. Cotton, Joseph Kay, W. T. S. Daniell, T. E. Winslow, Locke, Swanston, Prentice, Day, J. Shapter, Philbrick, James Fleming, F. Waller, Dr. Deane, Lopes, E. E. Kay, E. J. M'Intyre, Fitzjames, Stephen, Bristowe, John Pearson, P. H. Edlin, Prideaux, H. M. Jackson, B. S. Follett, Joseph Chitty, N. Lindley, Osborne Morgan, Sir H. James, Bazalgette, Marten, T. Southgate, and J. R. Kenyon (Treasurer of the Middle Temple). The Lord Chancellor, at the conclusion of the "breakfast," proceeded with the other judges to open the courts at Westminster, where they arrived shortly before two. There was a considerable crowd assembled in Westminster Hall and about the neighbourhood to witness the procession, but not nearly so large as is customary when the courts are opened in November. There was moderate cheering as Lord Cairns and the other judges passed up the hall.

CORRESPONDENCE OF THE PROFESSION.

Note.—This Department of the Law Times being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.

Bills of Sale Act 1874.—There is now an opportunity before the second reading of this Bill of inserting a clause to remedy what I believe is generally acknowledged, certainly in text books, and by some of the judges, to be a defect in the Bills of Sale Act (17 & 18 Vict. c. 36), sect. 1—I mean the priority of an unregistered bill of sale over a subsequently registered one. At present registration is useless as against an unregistered security. Although a grantee takes the precaution to register his bill of sale, he often finds, when he attempts to enforce it, that he is defeated by some

prior bill—perhaps a clandestine one—of which he could possibly know nothing. A prudent man, before advancing money on the security of a bill of sale, searches at the Queen's Bench office for prior bills, and, if he finds none, is generally satisfied; but I have known cases in which necessitous grantors have concealed the fact that there was an unregistered charge already on their goods, and the further duly registered security was worthless. Surely registration ought to give a security preference to one secretly given, and of which the public may know nothing, or what is the value of registration? As the law stands, to give a registered bill priority over a bill of anterior date, but not registered, one of two things must happen—either the grantee must sue his grantor, obtain a judgment, issue execution, and thus rank with ordinary execution creditors; or the goods must be seized by the sheriff under *fi. fa.*, which has the effect of avoiding the first bill entirely, and the second registered bill then takes its true position, although, if there had been no execution, the unregistered bill would have prevailed over the registered one: (See *Richards* v. *James*, 15 W. R. 580; *Begbie* v. *Fenwick*, 24 L. T. Rep. N. S. 62; *Nicholson* v. *Cooper*, 3 H. & N. 384.) The latter alternative has occurred within my experience, and I heard it publicly stated from the bench the other day by one of our Vice-Chancellors that he could not see why the Act of 1854 did not go on to make an unregistered bill of sale void as against a subsequently registered one. If such a clause be inserted, it would settle the law on that point, which at present gives rise to a good deal of litigation. Let unregistered bills of sale take precedence to one another according to date, but be void in relation to registered bills of sale.

MANAGING CLERK.

— Will you allow me to suggest that the schedule to the Bills of Sale Amendment Bill should require the name and address of the solicitor who prepared the bill of sale to be stated therein. Small auctioneers often lend money on bills of sale, which they prepare themselves, charging an exorbitant sum for doing so.

A SOLICITOR.

— Upon reading your comment upon the Bills of Sale Act (1854) Amendment Bill, and the substance of the proposed measure in your columns, it has occured to us whether the words in sect. 4 of the Bill, "any mortgage of or security or charge upon any personal chattel," would include a species of security upon personal chattels, commonly known as a "Bad luck deed," or deed of attornment, whereby a debtor is enabled, without the publicity of a bill of sale, to give a valid security upon his chattels, and thus evade the spirit of the Bills of Sale Act. We have found these deeds of attornment of frequent occurrence of late, and we shall be glad to know whether the proposed amendment Bill of Mr. Lopes will meet their case.

S. AND B.

— Seeing by your publication of the 11th inst. that you invite suggestions upon this measure, I beg to offer the following observations upon sect. 3: I apprehend this section is intended amongst other things to remedy the evil which has resulted in consequence of the execution by debtors of secret deeds of attornment. The question which I wish to raise for the consideration of the Profession is whether sect. 3 will really hit the blot, and operate to destroy the effect of these secret deeds. A deed of attornment does not profess "to effect a mortgage for a security or charge on any personal chattel," neither is it "of such a character as that it might have been effected by means of a bill of sale." The scheme of the attornment may be stated as follows: A. is in possession of a shop and premises which he occupies from year to year at rack rent. He desires to give to his creditor B. such a security as that by the exercise of the common law right of distress B. can enter upon his premises even after bankruptcy and distrain upon the goods therein for the payment of a debt amounting, say, to £1000. A deed is prepared between A. of the one part, and B. of the other part, whereby A. demises to B. all his interest in the shop and premises for the residue of his tenancy, save the last few days, subject to redemption upon payment of the £1000. By this means B. has a term in the premises. A. then by the same instrument attorns tenant to B. of the premises, at a weekly or monthly rent of say £1000, payable in advance. There is no assignment of A.'s personal chattels upon the premises, but B., wishing to recover his money, levies a distress for his arrears of rent. The creditor, by virtue of the distress, obtains a security upon the personal chattels, but he does not directly do so by the terms of the deed, and there is nothing to prevent the debtor at any time before distress removing the goods from the premises. A case came under my notice a short time since, where a deed of the above description had been executed. The debtor filed a petition for a liquidation, and afterwards the holder of the attornment deed (a Bristol merchant) distrained upon the premises, for a debt which was pre-existing at the date of the deed. Acting on behalf of the trustee under the liquidation, I gave notice of motion to set aside the deed, but as the estate was a small one, and looking at the decisions in *Morton* v. *Woods* and *Jolly* v. *Arbuthnot*, and a decision of the learned judge of the Exeter County Court, I consented, although with much reluctance, to compromise the matter by payment out of the estate of a sum equal to about one-half the claim, and the attornment deed was given up. I think in the proposed Act it should be enacted "that where by any deed or other instrument in writing a rent is reserved for the purpose of securing any principal sum of money to the person in whose favour such rent is reserved, or any person or persons in trust for him, so that any personal chattel may be liable to be distrained for payment of such principal sum, then that such deed or instrument in writing shall be null and void unless the requirements of the 17 & 18 Vict. c. 25, or of this Act, be complied with." It may be that the 3rd section will have the effect of rendering deeds of the above description void, but as the measure is a most important one I think it desirable the Bill should not pass without its provisions being well considered, and I hope to see in your columns the views of other members of the Profession upon the point I have raised.

JOSEPH GIBBS.

OFFICIALS UNDER THE LAND TRANSFER BILL.—I think our branch of the legal profession has a right to complain of the Land Titles and Transfer Bill, that the appointments proposed to be made of registrar, assistant registrars, and examiners of title, both in the London and district registries, are reserved exclusively for barristers. This reservation it is difficult to justify. It cannot be said that solicitors are excluded on the ground of incompetency; for it requires little acquaintance with the facts to be aware that there are a vastly larger number of competent conveyancers among solicitors than among barristers. I can see no other ground for the exclusion of solicitors than the precedents which have so often made legal appointments a monopoly of the other branch of the Profession. These precedents are not founded on justice, and it cannot be the interest of the public or the aim of the Legislature to perpetuate injustice. The main object of the Bill is to simplify conveyancing by the abolition of the time-honoured abstract of title. It is childish to suppose that when this abolition is effected the profits of solicitors will not be enormously diminished, or that the increase in the number of transactions will be sufficient to compensate for such diminution. No compensation is provided by the Bill, and doubtless none is contemplated by its promoters. The branch of the Profession which it is especially proposed to injure by the Bill has an especial claim to a share in the appointments which are to be created thereby, and it is to be hoped that members of Parliament who are also solicitors will do their best to obtain a modification of the clauses objected to. I cannot see why all the appointments referred to should not be thrown open to barristers and solicitors of ten years' standing indiscriminately. The effect of this would be that the best men could be appointed irrespective of the branch of the Profession to which they belong. Doubtless the superior political influence and compact organisation of the Bar would secure the lion's share of appointments for barristers, and they could not reasonably complain of the excision from the Bill of what is an injustice to, and a slur upon an honourable and learned profession.

GREGORY W. BYRNE.

JUSTICES' CLERKS.—I would suggest that a clause prohibiting clerks to justices of counties, divisions, liberties, or franchises, from being employed in any prosecution at the quarter sessions, in short, a similar clause to that contained in the late Mr. Oke's Justices' Procedure Bill, sect. 16, and Sir David Salomons' Justices' Clerks Bill, s. 13, introduced into Parliament last session, should be incorporated in one of the Bills now before Parliament relating to solicitors, unless there is some certainty of a Bill relating more particularly to justices' clerks being also brought forward.

UNIFORMITY.

THE WORKING OF TRIBUNALS OF COMMERCE.—As the late report of the Judicature Commission has drawn special attention to the subject of tribunals of commerce, it may not be uninteresting to members of the Profession if we say that for some time back we have been concerned in a matter depending before the Tribunal of Commerce of the Department of the Seine. The matters in dispute formed the subject of two cross actions, and of a supplementary action, and were, by orders made in December 1872 and January 1873, referred to an official arbitrator, who made his report in due course in June 1873. This report goes fully into the details of the case, without technicality, and covers eleven sides of foolscap. It is, in point of style and lucidity, a very creditable production. The arbitrator's fees for a complicated reference amounted to only 400 francs. The official arbitrator being "unable to reconcile the parties" transmitted his report to the court "closed and sealed." The matter came before the tribunal on 2nd July 1873, when the report of the arbitrator was opened and the case adjourned. On 13th Aug. 1873 the case was fully heard and argued, and judgment was given in favour of our clients on all points in all the actions. The final order of the tribunal is a most singular document, and is considerably longer than the report of the arbitrator to which, as well as to the orders of our own courts, in point of style, &c., it forms a decided contrast. Our opponent appealed from the decision of the tribunal, and, although the appeal has been appointed and placed on the list for hearing on many occasions, it has invariably been adjourned, and still remains unheard. Our correspondent in Paris, who is a solicitor, and who has the conduct of the case on behalf of our clients, is evidently wearied out with the repeated adjournments and the unsatisfactory nature of the proceedings. In advising us, towards the end of February, of a further adjournment, he writes as follows:—"What one sees of the working of Tribunals of Commerce in this country makes one sincerely hope that they may never be introduced into England." We confine our letter purposely to a simple statement of facts.

BARKER AND SONS.

THE ASSIZES—JUDGES AND SOLICITORS.—A case occurred on the last Norfolk circuit which raises a question of great importance to the Profession. A prisoner was being tried for perjury before Mr. Justice Brett. The counsel retained for the defence was engaged in the Civil Court; he handed his brief to another learned gentleman who was not able to get into the Crown Court until the first witness for the prosecution had been partially examined; he had not opened his brief, and knew nothing of the case. The attorney engaged for the defence made some suggestion to the counsel as to the line of cross-examination, whereupon the judge in a brusque and offensive manner, ordered the attorney to sit down, and said he would not allow any suggestion to be made to counsel. The facts were explained to the judge, but he repeated his determination not to permit any interference by the attorney, and stated if any such attempt were made he should know how to deal with it. For all practical purposes, therefore, the man was undefended. Mr. Justice Brett was the judge, and, whether or no, his decision in the particular case was governed by a sound discretion is not a question on which comment would be useful, but the general rule laid down by his Lordship is one which appears to me to be of great importance. I am old enough to remember most of the great judges, and I have ever been treated with the utmost courtesy and consideration by every judge before whom I have had occasion to appear. It has never been my fortune to appear before Mr. Justice Brett. I have constantly heard judges say that it is the duty of attorneys to be present to assist counsel. I have never before heard any judge attack an attorney for discharging this duty. In the course of thirty years' practice, I have never found any counsel so well up in the facts of the case as to be able to dispense with those suggestions that the attorney acquainted as he ought to be, with all the details, is able to afford him. In the hurry of the assize this is not to be expected. There are in every complicated case incidents arising, the importance of which the most careful and experienced practitioner cannot have foreseen. If it be the duty of attorneys in their instructions to counsel to exhaust every topic, to go into every detail, the costs of litigation would be greatly increased. The mass of papers would be such as to prevent the possibility of counsel mastering their contents; but this must either be done or the attorney must have a discretionary power to communicate with his counsel as the trial goes on. If the rule laid down by Mr. Justice Brett is to be adopted, it should be well known to the Profession; the attorney may then cease to attend the court, sending a clerk to produce papers, and counsel must have to master all the details of the case. Whatever rule may be laid down by the judges as a body will, I am sure, be honestly and faithfully carried out by the Profession. I protest against the chance of an attorney being upbraided by one judge for doing the very thing which other judges say it is his duty to do. None can deprecate more strongly than I the line adopted by some over-anxious practitioners in constantly interfering with counsel in the exercise of their duties—this is as injudicious as it is unbecoming; but counsel surely know how to protect themselves from this. A judge can rarely have the means of knowing whether the interference of the attorney is well timed or otherwise.

AN OLD SOLICITOR.

Distinction at the Final Examination.—Although personally I have not seen any letters or other communication touching upon the subject on which I am about to make a few suggestions, yet I feel almost sure it is a well worn string. It is: Why are the prizes and rewards given to the prize men at the final examination so inadequate; indeed, I may say so paltry (£5 worth of books)? That is the reward of years of hard and difficult work and study. For my part, I think it no stimulus, and when I tell people so, they merely answer "but consider the honour of being a prizeman at all." Quite right, it is an honour, and if that honour fall to the deserving one, I say give that deserving one a substantial recollection of that great praise that is due to him. Why, I ask, do not the Incorporated Law Society at least cancel the stamp by giving £80 in coin, or howsoever otherwise the first prizeman may desire; then to the second man surely £40 is not too much; and let £20 fall to the share of the third man? and even then it is not too much. Are law students in any one point, as a class, inferior to the university students? Some say yes; and for the sake of controversy only I admit that and will apply to them: "Give great honour where honour is due." Merely a glance will suffice to show you the almost numberless scholarships, prizes, &c., of real honour to the obtainer, which at the same time carries with it a very enticing sterling quality in the shape of £ s. d. Admitting, as before, the superiority of university students, I shall not be too presumptuous by applying to the law students: "Give little honour where equal honour is due," and would that slight admitted inferiority sweep away a share of those prizes, &c.? Certainly not. Give, as I say, little honour to the law students and only a suitable ratio of university honours, and then even my classification of rewards would die away to worthless insignificance. E. T. C.

The New Land Transfer Bill.—I am glad to find, from a paragraph in your last issue, that you so thoroughly agree with the statement I made a fortnight ago through your columns, that the excessive stamp duty now charged on conveyances is really one of the most serious obstacles to the free transfer of land, and that you consider a short clause might advantageously be introduced into the new Land Transfer Bill to reduce the duty to the same amount as that charged on mortgages. A perusal of the provisions of the Bill as printed in your last impression leads me to think that such a clause would find a most appropriate place in it, as it seems to me that the necessity of obtaining certificates of title will increase very considerably the expense of conveyancing during the next few years, and it would be some encouragement to purchasers of land to incur the expense of obtaining such certificates if they were relieved from an impost which would swell the expense of the transaction to a very considerable total. There is no doubt that the effect of such a provision, especially under the new Land Transfer Act, would be largely to increase the number of conveyances on which duty would be paid, as at the present time all kinds of expedients are resorted to for the purpose of avoiding the payment of stamp duties in large transactions. The duty on conveyances at present is in many cases almost a prohibitory one, and prevents many dealings with land from being carried out in a legal and business-like manner. Take, for instance, the case of a cotton spinner whose mill is worth £40,000, and is mortgaged for £30,000 (by no means an uncommon circumstance in Lancashire), such a man cannot in any way deal with his equity of redemption in this property (which is only worth to him £10,000), even by taking in a partner, for instance, without the payment of a stamp duty of £200, *i.e.*, 10s. per cent. on the full value of the mill, unless some expedient is resorted to for the purpose of avoiding the stamp duty payable by law on the transaction. It seems to me that on the conveyance of an equity of redemption, stamp duty ought only to be charged on the purchase money actually paid, as in all other cases, because as a rule the heavier the mortgage is, the less is the purchaser able to pay a tax on the full value of the estate. As the result of some practical experience in conveyancing in this part of the country, I am of opinion that if the Government were to introduce into their Land Transfer Bill a clause reducing the stamp duty on conveyances to the same amount as the duty on mortgages, and providing that the duty should be paid in all cases on the actual purchase money only; it would do more to "lessen the expense of conveyancing," and remove a more serious "obstacle to dealings with real property," than any other provision of the measure, and at the same time I do not believe that the revenue would suffer to any appreciable extent from the change. I trust that the president and council of the Legal Practitioners' Society will lose no time in having such a clause introduced into the Bill and I think that this might with advantage be done whilst the Bill is in committee in the Lords.

A Lancashire Solicitor.

Bankruptcy Rules.—I think there is an error in Rule 44 made under the Bankruptcy Act 1869. The rule refers to an application by a debtor to dismiss a petition on the ground that upon the trial of the validity of the creditor's debt it has been decided against. The rule states that the registrar shall give notice for the hearing of the application "on the production *of a copy* of the judgment of the court in which the question was tried, or an office copy thereof." Doubtless the rule was intended to be similar in form to Rule 43, and the words "of a copy," which I have italicised, were inadvertently inserted. H. S.

Articled Clerks.—I am pleased to find from your paper of the 4th inst., that an effort is being made to remove some of the difficulties which recent decisions have placed in the way of articled clerks, who have accepted offices or held employments during the term of their articles. The Bill printed in your columns applies only to clerks who may accept office after the passing of the measure. Permit me to call your attention to the case of many gentlemen who have taken commissions in the militia or volunteers, or have accepted small offices as secretaries to societies, committeemen in public institutions, and other employments. I have had many articled clerks, I have encouraged every one of them to apply for commissions in the volunteers, and have always advised those who have attained twenty-one to serve on committees, and to take part in public business. I believe the knowledge of men, and the business training they thus attain, to be a most important element in their education, a step to their future success in life. The cases decided under the 6 & 7, Vict. c. 73, and that of *Re Pepper-corn* (L. Rep. 1 C. P. 473) induced me to think that the true question was whether the employment undertaken was of such a nature as to occupy an undue portion of the clerk's time, and so prevent his acquiring a practical knowledge of his profession. The recent cases proceed on an entirely different footing. The decision in *Re Peppercorn* is questioned. The result is that several clerks have been refused admission, and one gentleman has applied to have his articles vacated, on the ground that he has been advised that his having held a commission in a militia regiment during his articles will prevent his being admitted. If this be good law I know many attorneys who have been improperly admitted; I know many articled clerks who may reasonably anticipate an objection to their admission. The principle recognised in the Bill now before Parliament is, I submit, the true principle. If so, is it not fair that it should be made to apply to the cases of gentlemen who are now serving under articles, and who, with the consent of their employers, have already occupied a portion of their leisure in pursuits not inconsistent with the tenor of their articles?

A Solicitor of Thirty Years' Standing.

The Administration of Oaths.—As the subject of the administration of oaths is attracting attention, I beg leave to renew a suggestion which I made in your columns more than twenty years ago—namely, that every attorney or solicitor should *ex officio* be authorised to administer oaths and take declarations and acknowledgments of deeds by married women. The power to administer an oath is merely a matter of public convenience. All that is wanted is that the oath shall be administered by someone whose authority can be ascertained, and who can be found, if required, to vouch his signature, or to answer for any irregularity. The notion that a man must be in practice ten years, or that he should be specially appointed a commissioner before he can properly administer an oath is mere chamber nonsense. Judges' clerks, County Court bailiffs, and other subordinate officers are daily administering oaths all over the kingdom. The rule that I propose would save much time and trouble. Even in the City, where we have many commissioners, our clerks have to ramble about from office to office sometimes for the best part of an hour before they can get sworn. In important matters where clients have to be sworn, we generally make a previous appointment with a commissioner so as to avoid having to run about for one when wanted. Then, again, I would abolish the rule which prevents an attorney or solicitor administering an oath to his client. What the foundation of this rule is I cannot tell. No doubt those who made it had some dim notion that it would prevent fraud, but after much experience in the preparation of affidavits, I am unable to perceive that the rule has any such effect. Except in the case of a deponent who cannot read, the commissioner knows nothing whatever of the contents of an affidavit sworn before him, and he in no case vouches for its accuracy. On the other hand a solicitor constantly attests his client's execution of deeds involving matters of the greatest importance. He may prepare a security of £100,000 and attest his client's signature to it, but if he prepares an affidavit of debt for £10 he must take his client to be sworn before a specially appointed commissioner who has no interest in the matter. Can anybody say why this should be? What is the difference between attesting a deed and authenticating an affidavit? Chas. Grundy.

Legal Practitioners' Society. — With reference to the letter of a "Disappointed Member" in your impression of the 28th ult., and that of "X. Y. Z.," published by you on the 4th inst., I should like, with your permission, to say a few words. I am not prepared to acquiesce in your first correspondent's view of the proposed Bill as a "feeble bantling." It seems to me, with "X. Y. Z.," that its shortness is, in fact, a merit which will facilitate its passing into law (perhaps incorporated with another measure), and is no proof of feebleness; but I venture to complain that the society had no opportunity of discussing its merit or demerit before it was introduced into the House of Commons, and of making in their proper place many of the suggestions which have since appeared in your columns. No general meeting of the society has been held since the 7th Jan. last, and two committees were appointed, one for the purpose of framing the rules of the body, and the other to initiate certain legislation. The latter committee met on several occasions, and the result is the draft Bill which you were good enough to publish. I think it was generally understood by the members of the society at the last meeting, that when the rules of the society had been framed, and the draft of the proposed Bill had been prepared, another meeting should be called to approve both, and had this course been followed I cannot but think that the Bill, though still confining itself to its present object, might have been rendered by the collective consideration of the members of the society more complete and effective. It may be urged that time would by this means have been lost, and the Bill would not, in consequence, have been introduced this session into Parliament. As it is, however, it stands but small chance of being passed this session, and would scarcely have been retarded by another meeting and discussion; and I think most members will agree with me that a perfect Bill for next session is better than a prematurely-born measure for this, doomed in all probability to perish in the autumnal massacre of the innocents. Apart from the subject-matter of this Bill, however, I submit that frequent periodical meetings of the society should take place, without which its existence is purely nominal. The motion made by a member of the Incorporated Law Society, as referred to in your paper of the 4th April, would apply with equal force to this society, and I, for one, can see no advantage in occult individual workings in the background.

A Member.

NOTES AND QUERIES ON POINTS OF PRACTICE.

Notice.—We must remind our correspondents that this column is not open to questions involving points of law such as a solicitor should be consulted upon. Queries will be excluded which go beyond our limits.

N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.

Queries.

94. Winding-up.—The members of a small but unsuccessful society, registered with limited liability, under the Industrial and Provident Societies Acts 1862 and 1867, are about to wind-up the concern voluntarily according to resolution passed and signed at a general meeting called for that purpose. The members are all working men and most of them poor. All trade debts and liabilities can be at once paid, and the business closed, but the members will have to lose the amount of their shares, which they are all willing to do, and I beg to inquire (there being no creditors), is a notice in the *Gazette* of winding-up and dissolution sufficient; or, can the society be wound-up without the intervention of the court to sanction its proceedings, and in what way?

A Subscriber's Clerk.

[The intervention of the court is not necessary, simply resolutions, as required, by statute, which must be filed with accounts at the Joint Stock Companies office.—Ed. Sols'. Dept.]

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95. Shop Window.—A., a shop keeper, has his shop window made of glass of large size, each plate of the value of £10, in lieu of small panes of glass. B. is engaged on some work in the street, and accidentally breaks one of these large panes of glass. Is B. liable for the full extent of the value of the glass, viz., £10? I have some recollection of a case some time ago in a County Court, but cannot just find it, where the judge decided that the person was not liable beyond the price of an ordinary pane of glass. A. B.

LEGAL EXTRACTS.

THE MORAL SANCTION IN LAW.

IN his preface to the third edition of his valuable work on International Law, Mr. Wheaton, speaking of the rules embodied in the Law of Nations, says: "The duties which are imposed by these rules are enforced by moral sanctions . . ." And Prof. Woolsey, in a recent able article in the January number of the *International Review*, referring to tribunals of international arbitration, says: "A moral sanction is not enough when such tribunals have announced a decree which is displeasing either to one or to both of the contesting parties." In the domain of international law the "moral sanction" is constantly referred to, and particularly so at the present, when the subject of international codification and arbitration is receiving unwonted attention and discussion. The term "moral sanction," when applied to law, usually has reference to the administration and enforcement of law. It has two significations, the absolute and contingent, the first being applied to rules of imperfect obligation, and the second to rules of perfect obligation. Where a rule of law can be applied or enforced only by moral force, and not by physical force, we have a case of imperfect obligation—a case for the proper application of the absolute moral sanction. It has now come to be understood that all the rules which govern the intercourse of nations are not susceptible of enforcement by physical force, there being no tribunal or power above the nations to apply and enforce those rules. The political independence of nations is such that they consider themselves physically free, and only morally bound in respect to any international rule or decision. The law of nations, as it now exists, and as it will be when codified, must always be applied and enforced with the consent of the national parties, and by the great moral force of international opinion. Whether this moral force will be, at any near period, sufficiently strong and invariable to secure an international agreement to a code and tribunal of arbitration, and a uniform obedience to that code and to the decisions of the tribunal of arbitration, it is not our design to discuss at present.

But there is another view of the moral sanction in law which is apparent of itself, but which, on account of its frequent appearance, remains unnoticed. A little reflection will show that the entire system of jurisprudence, under which civilized nations live, is largely supported by this same moral sanction, both in its absolute and in its contingent sense. It is seldom considered that even the rules of municipal law, which are said to be of perfect obligation, have, in their administration and enforcement, much of the absolute moral element. For instance, in the application of a plain principle in the law of contracts, the judicial mind is actuated by a moral impulse, or force, to determine and apply the principle correctly.

If a judge refuses or neglects to apply a principle or rule of law as he deems correctly, there is no physical force that can compel him to do so. It is the moral sanction that forces the judge to declare and apply the law in accordance with reason and precedent. Again, it is the moral sanction which disposes the judge toward following and adopting those precedent decisions which he finds to be in accordance with reason and usage. The "authority" of the reports, elementary works and decisions, is only a moral sanction; and it is only this kind and quality of authority—this and nothing more—which has built up jural systems everywhere, and rendered law at all symmetrical. Thus, the "authority" of the decisions of the Supreme Court of the United States is a moral one as to the State courts; and the "authority" of the English decisions on matters of common law interpretation is by no means physical or perfect, but simply moral, as to the courts in this country. Physically speaking, every judge is independent of every other judge's decision, of every rule of interpretation, of every body of laws. It is only in the allegiance which the judge owes to conscience, in the tendency to obey reason and justice, in the influence of a sound and honourable public opinion that the security of society, in respect to the proper interpretation and application of laws, is found.

And the existence of the contingent moral element in the enforcement of law, whether adjudged or unadjudged, is patent. In proof of this, witness how seldom physical force is used in the enforcement of laws in civilised countries. The moral sanction plays the largest part, by far, in securing obedience to law on the part of the people. And this, not only in the department of police regulation, but in the department of adjudicative law. The majority of mankind fulfil their contracts, not because they are compelled to by the executive force of the law, but because of their willingness to obey the law, and their fear (which is in itself a moral force) of the consequences of disobedience or failure. In the execution of the processes of courts, the subpœna, the summons, the injunction, the execution, and even the order of arrest, how little of pure physical force is required, and how much the moral sanction effectuates the desired results! Again, it is apparent how dependent the people are upon the influence of the moral sanction on the executive officers. Should these officers fail to do their duty properly, what physical force could be brought to bear to compel a proper performance? Removal from office, impeachment and disqualification might follow, but that would not execute the decree for the omission to execute which the officer is impeached, removed, or disqualified. Suppose the chief executive officer, a governor, or the president, should refuse to use the military power, in a case of disobedience to law, or should assist, by military force, an insurrection, or a party disobeying a legal process, what physical force would avail in that particular instance?

Indeed, the moral sanction in law is so common, universal and essential, that we fail to appreciate its importance, and are apt to think that the enormous results of judicial decisions, and executive orders, and legislative ordinances are brought about by physical force, whereas the fact is that not a tithe of the influence of the law consists in this kind of force. The moral sanction in law is a notable and magnificent instance of the production of great social, commercial and political results, with only a minimum of physical force.

LAW SOCIETIES.

THE UNION SOCIETY OF LONDON.

AT a meeting of the Union Society of London, at 1, Adam-street, Adelphi, held on Tuesday evening the 14th inst., the following subject was, on the motion of Mr. C. Ford, submitted to discussion, and carried: "That in the opinion of this House the present consolidated regulations of the four Inns of Court as affecting solicitors desirous of becoming barristers-at-law require modification, and that greater facilities should be afforded to barristers-at-law desirous of becoming solicitors."

HUDDERSFIELD LAW STUDENTS' DEBATING SOCIETY.

AT a meeting of this society held at the County Court, on Monday evening last, presided over by Mr. M. J. Burn, the subject under discussion was "Has a pecuniary legatee a right to call upon a residuary devisee to contribute to the payment of debts? (*Hensman* v. *Fryer*, 37 L. J. 97, Ch.; *Dugdale* v. *Dugdale*, 41 L. J. 565, Ch.; and cases therein cited.)" Messrs. G. F. Johnson and B. Crook, supported the affirmative, and Messrs. J. Yeoman, and A. H. J. Fletcher, the negative side of the question, which was ultimately decided in favour of the negative by a considerable majority.

LAW STUDENTS' DEBATING SOCIETY.

THE Society met on Tuesday evening last at the Law Institution, Mr. Nicholls in the chair. The following question was discussed, being No. 537 legal:—Was the case of *Stuart* v. *Cockerell* (L. Rep. 8 Eq. 607) rightly decided, and carried in the affirmative. Mr. G. S. Gibb was elected a member of the committee.

ARTICLED CLERKS' SOCIETY.

A MEETING of this society was held at Clement's-inn Hall, on Wednesday, the 15th April, Mr. F. J. Baker in the chair. Mr. Wingfield opened the subject for the evening's debate, viz.: "That the unlimited power of disposing of property by will ought to be limited in favour of persons having a moral claim upon the testator." The motion was lost by a majority of four.

LEGAL OBITUARY.

NOTE.—This department of the LAW TIMES, is contributed by EDWARD WALFORD, M.A., and late scholar of Balliol College, Oxford, and Fellow of the Genealogical and Historical Society of Great Britain; and, as it is desired to make it as perfect a record as possible, the families and friends of deceased members of the Profession will oblige by forwarding to the LAW TIMES Office any dates and materials required for a biographical notice.

F. C. SANDES, ESQ.

THE late Falkiner Chute Sandes, Esq., solicitor, who died on the 8th inst., in London, was the youngest son of the late Thomas William Sandes, Esq., of Sallow Glen, in the county of Kerry, by Margaret, daughter of Francis Chute, Esq., of Chute Hall, county Kerry. He was born about the year 1815, and was educated at Trinity College, Dublin, where he graduated B.A. in 1837, and proceeded to take his M.A. degree in due course in 1865. Mr. Sandes acted for many years as the solicitor of the government of India on their Bengal establishment; and at the time of his decease was a magistrate for the county of Kerry. He married, in 1860, Amelia, third daughter of the late Sir John Lister Kaye, Bart., of Derby Grange, Yorkshire, but became a widower in the following year.

W. T. THORNTON, ESQ.

THE late William Thomas Thornton, Esq., formerly Receiver-General of Inland Revenue, Somerset House, who died in London on the 10th ult., in the seventy-fifth year of his age, was the youngest son of the late Edmund Thornton, Esq., of Skerton, Caton, and Whittington, in the county of Lancaster, by Jane, daughter of the Ven. Thomas Butler, rector of Bentham and Whittington, Lancashire, archdeacon in the diocese of Chester, and domestic chaplain to the Duke of Devonshire. He was born at Whittington Hall, in the year 1799, and was educated at Rugby. He was appointed in 1846 Receiver-General of Inland Revenue at Somerset House, but resigned that office in 1851, having previously been the head of the Security Department of the Excise Office in London from the year 1824. Mr. Thornton married in 1824, Hannah Isabella Cornelia, eldest daughter of Colonel John Cornelius Craigie-Halkett, of Lahill and Dumbarnie, in the county of Fife, by whom he has left a son, Major Charles Edmund Thornton, of Kirkland Hall and Beaumont Cote, in the county of Lancaster, and formerly of the Royal Fusiliers. The remains of the deceased gentleman were interred at All Souls' cemetery, Kensal Green.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, March 31.

HARRIS, STANLEY, and BOYNS, WILLIAM OSBORN, attorney and solicitors, Wood-st, Barnet. March 23. Debts by Harris.

Gazette, April 7.

DAVIES, WALTER DAVID, and WILLIAMS, THOMAS CHRISTOPHER, solicitors, Sherborne-la. March 17

Bankrupts.

To surrender at the Bankrupts' Court, Basinghall-street.

Gazette, April 10.

MACNAMARA, H. shipping agent, Pudding-la. Pet. April 2. Reg. Pepys. Sols. Lawrance, Plews, and Co., Old Jewry-chmbs. Sur. April 21

WATT, GEORGE, and BARNETT, JOSEPH JAMES, woollen merchants, Ironmonger-la. Pet. April 8. Reg. Murray. Sols. Lesroyd and Co. South-st, Finsbury. Sur. April 21

To surrender in the Country.

GREEN, WILLIAM, wholesale fish curer, Manchester. Pet. April 8. Reg. Kay. Sur. April 30

RICE, JOHN, elastic web manufacturer, Derby. Pet. April 8. Reg. Weller. Sur. April 22

Gazette, April 14.

To surrender at the Bankrupts' Court, Basinghall-street.

RIDSDALE, GEORGE, surgeon, Euston-sq. Pet. April 11. Reg. Roche. Sur. April 30

To surrender in the Country.

BASELOW, HANS HEINRICH JACOB and GOULTER, ALBERT, ship chandlers, Cardiff. Pet. April 8. Reg. Langley. Sur. April 27

BROCKBANK, JOHN, gentleman, Cambridge. Pet. April 9. Reg. Eadon. Sur. May 7

BURROUGHS, JAMES, publican, Liverpool. Pet. April 10. Reg. Watson. Sur. April 27

CARR, CORNELIUS VINCENT, confectioner, Reading. Pet. April 11. Reg. Collins. Sur. May 2

HELLIWELL, GEORGE, scythe manufacturer, Hackenthorpe. Pet. March 25. Reg. Wake. Sur. April 24

HUME, ROBERT, miller, Cuddington. Pet. March 12. Reg. Speakman. Sur. April 28

MAIS, THOMAS, miller, Mells. Pet. April 10. Reg. Messiter. Sur. April 25

THORNTON, JOSEPH, grocer, Idle, par. Calverley. Pet. April 10. Reg. Robinson. Sur. April 28

WOOLLETT, HENRY, ironmonger, Brighton. Pet. April 2. Reg. Evershed. Sur. April 30

BANKRUPTCIES ANNULLED.

Gazette, April 10.

GARSTIN, CHRISTOPHILUS, no occupation, Regent-st. Feb. 14, 1872

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, April 10.

BELL, JANE, Hull. Pet. April 2. April 20, at one, at office of Sol. Summers, Hull

BENNETT, JOSEPH, poulterer, Old Bailey. Pet. April 1. April 22, at three, at office of Sol. Howell, Cheapside

BICKNELL, HENRY, carpenter, Bristol. Pet. April 8. April 18, at eleven, at office of Sol. Essery, Bristol

BOTEVYLE, JOHN WILLIAM CHINNERY, hair dresser, Lupus-st, Pimlico, and Winchester-ter, Causton-st. Pet. April 8. April 24, at two, at offices of Browne, Stanley, and Co., 25, Old Jewry. Sol. Neave, London-wall

BRADSHAW, DAVID, drysalter, Manchester. Pet. April 8. April 29, at eleven, at office of Sols. Boote and Edgar, Manchester

CROSS, WILLIAM SILAS, miller, Warminster. Pet. April 8. April 24, at one, at office of Sols. Chapman and Ponting, Warminster

DA COSTA, FRANCIS ALBERT, gentleman, Albert-road, St. John's Wood. Pet. April 7. April 22, at half-past three, at offices of Sols. Renshaw and Rolph, Cannon-street,

DE MARIA, GUISEPPE, italian warehouseman, Brewer-street, Regent-street. Pet. March 23. April 15, at four, at the London Warehouseman's Association, 33, Gutter-lane, Cheapside. Sols. J. Wood and Co., Bucklesbury.

DORE, JONATHAN, boot maker, Camden-passage, Islington, and Clephane-road, Canonbury. Pet. March 27. April 17, at three, at 20, Colebrooke-row, Islington. Sol. J. B. Fenton, Colebrooke-row, Islington.

DORRY, FRANCIS, builder, Victoria-cottages, Nightingale-road. Pet. March 31. April 20, at three, at office of Sol. D. Howell, Cheapside.

DOWLER, JOHN ARMSTRONG, tallow chandler, Liverpool. Pet. April 8. April 23, at two, at office of Sol. E. Hughes, Liverpool.

FORTY, JOHN, labourer, Swindon. Pet. April 8. April 25, at three, at office of Sol. R. S. Foreman, Swindon.

GALLOWAY, JAMES JOHN, baker, Liverpool-road, Clerkenwell. Pet. April 2. April 27, at three, at office of Sol. W. Heathfield, 44, Lincoln's-Inn-fields.

GODDARD, WILLIAM HENRY, cabinet maker, Slough. Pet. April 8. April 24, at eleven, at office of Sols. Barrett and Dean, Slough.

GODDIN, DAVID CUMBERLAND, victualler, of the Fox and Hounds, South-street, Romford. Pet. April 8. May 4, at two, at offices of H. T. Thwaites, accountant, 42, Basinghall-street. Sol. J. Fulcher, Basinghall-street.

HAMMOND, EDMUND, builder, Tullingham-pl, St. John's-wood rd. Pet. April 1. April 17, at three, at the Mason's Hall tavern, Mason's-avenue, Coleman-st. Sol. T. Noton, 12, Great Swan-alley, Moorgate-st

HAMPSON, RICHARD, out of business, Northgate, in Horbury. Pet. April 8. May 1, at eleven, at office of Sol. Stringer, Ossett

HANDLEY, ROBERT, huckster and potato dealer, Kingsley. Pet. April 8. April 23, at two, at office of Sol. Linaker, Runcorn

HARRIS, MARIA ANN, innholder, Downham Market. Pet. April 8. April 25, at twelve, at the Castle hotel, Downham Market. Sol. Mason, Wereham, Brandon

HODKINSON, JOHN, provision dealer, Macclesfield. Pet. April 7. April 29, at three, at the Mitre hotel, Manchester. Sols. Higginbotham and Barclay, Macclesfield

JACKMAN, JAMES TYNDALE, architect and surveyor, Nantley House, Bulstrode, Hounslow. Pet. March 26. April 21, at two, at the Northumberland Arms hotel, Isleworth. Sol. Gowing, 11, Coleman-st

JACKSON, THOMAS, grocer, Lillington-st. Pet. April 8. April 29, at three, at office of Sol. Salaman, 13, King-st, Cheapside

JOHNSON, FREDERICK and HATCHMAN, WILLIAM, warehousemen, Wood-st. Pet. April 2. April 23, at eleven, at office of G. W. Challis and Co., accountants, 12, Clement's-lane. Sol. Engel, 50, Great Marlborough-st

KEEBLE, WILLIAM, linen draper, Princes-rd, Notting-hill. Pet. March 26. April 15, at eleven, at office of Hunter, 47, London-wall. Sol. Ede, 44, Ludgate-hill.

KEEN, FREDERICK, dairyman and cowkeeper, Walmer-rd, Notting-hill. Pet. Feb. 23. April 20, at two, at office of Sol. Cotton, Coleman-st

LEDGER, WILLIAM, joiner, builder, and undertaker, Doncaster. Pet. March 28. April 21, at eleven, at the office of Sol. Peagam, Doncaster

MARSHALL, JOSEPH, Churt, in Frensham. Pet. April 4. April 25, at one, at office of Stevens, Guildford

MARTIN, FREDERICK, baker and confectioner, Chelmsford. Pet. April 8. April 28, at eleven, at office of Sol. Blyth, Chelmsford.

MEADE, HENRY DIXON, money scrivener, commission and insurance agent, Pall-mall, Manchester. Pet. April 8. April 23, at four, at office of Sols. Best, Manchester

MYERSCOUGH, JOSEPH, provision dealer and beer retailer, Hulme. Pet. April 8. April 24, at three, at offices of Sols. Edwards and Bintliff, Manchester

NEWTON, JOSEPH, saddler, Wigton. Pet. April 7. April 24, at eleven, at office of Sols. Hodgson and McKeever, Wigton

PEARGOOD, ROBERT ALCOCK, upholsterer, Ryde. Pet. April 7. April 23, at two, at office of Edmonds, Davis, and Co., 46, St. James-st, Portsea. Sols. Fardell and Wooldridge, Ryde

ROBINSON, WILLIAM FREDERICK, lard refiner, Great Yarmouth. Pet. April 8. April 28, at eleven, at office of Sol. Wiltshire, Great Yarmouth

SENIOR, FRANK, grocer, Conisbro'. Pet. April 8. April 24, at eleven, at office of Sol. Peagam, Doncaster

SIMPSON, JAMES, tailor, Angel-la, Stratford. Pet. March 30. April 16, at three, at office of Thwaites, accountant, Basinghall-st. Sol. Fulcher, Basinghall-st

SMYTH, ISAAC JOHN, printer, Holborn-bldgs, Holborn, and St. John-st. Pet. April 8. April 24, at four, at Anderton's hotel, Fleet-st. Sol. Price, Serjeant's-inn, Fleet-st

SPENCELEY, ANN, toy dealer, Hull. Pet. March 31. April 20, at three, at office of Sols. Messrs. Rollit, Hull

STOPFORD, ARTHUR CHARLES, gentleman, Cornwall-rd, Bayswater. Pet. March 28. April 20, at eleven, at the London Warehousemen's Association, 33, Gutter-la. Sol. Downes, Cheapside

SUMMERS, JOHN HENRY, draper, Mare-st, Hackney. Pet. April 9. April 27, at three, at office of Sols. Messrs. Lumley, Old Jewry-chmbs

TAYLOR, JAMES, jun., joiner, Little Bolton. Pet. April 8. April 23, at eleven, at office of Sols. Messrs. Winder, Bolton

TAYLOR, THOMAS, coal merchant, Ipswich. Pet. April 7. April 23, at ten, at office of Sols. Messrs. Jackaman, Ipswich

TROKE, JOHN, fruiterer, Byron-hill-rd, Harrow. Pet. April 2. April 17, at twelve, at office of Sol. Roberts, Clement's-inn, Strand

WALKER, ADLETT, grocer, Hensall, near Snaith. Pet. April 8. April 23, at twelve, at the Downe Arms, Snaith. Sol. Carter

WHEEN, EDWIN, grocer, Mexborough. Pet. March 21. April 21, at half-past twelve, at office of Sols. Shirley and Atkinson, Doncaster

WILKINSON, FREDERICK, hotel proprietor, Scarborough. Pet. April 8. April 29, at three, at the Bull hotel, Westborough. Sol. Williamson, Scarborough

Gazette, April 14.

BALCHIN, WALTER, grocer, Chelmsford. Pet. April 9. April 28, at two, at office of Bath and Co. accountants, King William-st, London. Sol. Elam, Walbrook

BARBER, JOHN MAURICE, clerk, Swaffham. Pet. April 10. April 29, at three, at the George inn, Swaffham.

BARNWELL, LOUIS EDWARD MASTERS, clerk in holy orders, Deeping St. Nicholas. Pet. April 10. April 28, at twelve, at office of Sols. Deacon and Wilkins, Peterborough

BENNETT, SEPTIMUS, butcher, Fleetwood. Pet. April 9. May 4, at three, at the Black Bull inn, Poulton-le-Fylde. Sol. Blackhurst, Manchester

BERNARD, JULES, manufacturer, Manchester. Pet. April 8. April 24, at two, at office of Sol. Marlow, Manchester

BEEVER, JOHN, grocer, Mossley. Pet. April 9. April 28, at three, at the Commercial inn, Manchester. Sol. Clayton, Ashton-under-Lyne

BIRCH, JOSEPH, grocer, Wimblebury, near Hednesford. Pet. April 9. April 23, at two, at the Anglesey hotel, Hednesford. Sol. Morgan, Stafford

BOCK, THEODOR, and KEHRMANN, HENRY, colonial merchants, Mincing-la. Pet. April 10. April 30, at one, at offices of Sols. Fry and Hudson, Mark-la

BOUTLAND, WILLIAM EDWARD, ship builder, Bill Quay. Pet. April 11. April 27, at two, at offices of Sol. Joel, Newcastle-upon-Tyne

BOW, JOHN, draper, Mosterton. Pet. April 11. May 5, at half-past three, at office of Williams and Co. Exchange, Bristol. Sol. Jolliffe, Crewkerne

BRIMSON, ALFRED, greengrocer, Kingsdown. Pet. April 9. April 23, at eleven, at office of Mr. Bowman, auctioneer, Gresham-chmbs, Nicholas-st, Bristol

BRYDDO, ROBERT, jeweller, Whitehaven. Pet. April 9. April 29, at ten, at office of Sol. Hodgson, Birmingham

BUNKELL, HENRY CHRISTOPHER, auctioneer, King-st, Cheapside. Pet. April 10. April 27, at four, at office of Challis, 12, Clement's-lane. Sol. Watson, Guildhall-yd

BURROWS, EDWARD, licensed victualler, Station-rd, Red-hill. Pet. April 8. April 24, at four, at office of Hare, 1, Oakfields, Oakfield Park, Croydon. Sols. Wood and Hare, Basinghall-st

CANNON, HENRY, blacksmith, Bennington. Pet. April 10. April 28, at twelve, at office of Sols. Cobham and Hunt, Ware

CLEMISON, J. J., ironmonger, Old-st, St. Luke's. Pet. April 11. April 27, at two, at office of Pinchard and Shelton, Queen-st, Wolverhampton. Sols. Smith, Fawdon, and Low, Bread-st, Cheapside

COOPER, JOSEPH, fruiterer, Staines. Pet. April 8. April 29, at two, at offices of Messrs. Miller, Sherborne-la. Sol. Spiller, Egham

CORONIO, THEODOR JOHN, and DAVIDS, CHARLES GEORGE, seed brokers, Great St. Helen's. Pet. April 11. April 30, at two, at office of Messrs. Cooper, public accountants, 14, George-st, Mansion-house. Sols. Stibbey and Cronshey, Fenchurch-st

DANZIGER, ISAAC, furniture broker, Sunderland. Pet. April 10. April 29, at two, at office of Sols. Messrs. Joel, Newcastle-upon-Tyne

DAVIES, ALFRED, boerhouse keeper, Birmingham. Pet. April 10. April 24, at eleven, at office of Walter, accountant, Birmingham. Sol. Kennedy, Birmingham

DAVIES, EDWARD, Llandovery. Pet. April 8. April 25, at five minutes past ten, at office of Sols. Green and Griffiths, Carmarthen

DAVIS, JOHN, printer, Wincanton. Pet. April 10. April 30, at eleven, at the Greyhound hotel, Wincanton

DAWSON, WILLIAM, builder, Crewe. Pet. April 10. April 28, at eleven, at office of Sol. Warburton, Crewe

DEARING, GEORGE, laundryman, Stiverhill, near Hastings. Pet. April 9. April 25, at twelve, at office of Sol. Savery, Hastings

DELMARD, MAURICE, artist, Northenden. Pet. April 9. April 29, at three, at offices of Sol. Rylance, Manchester

DEVEY, EDWARD, engineer Tipton. Pet. April 10. April 28, at twelve, at office of Sols. Messrs. Whitehouse, Wolverhampton

DOE, HENRY NUN, corn dealer, Kensal-rd, Westbourne-park, and Blagrove-rd, Notting-hill. Pet. April 13. April 30, at four, at office of Sol. Ablett, Cambridge-ter, Hyde-pk

DONNE, SAMUEL, butcher, Hackney. Pet. April 10. May 1, at two, at office of Sol. Layton, Suffolk-la, Cannon-st

EVANS, CABEL, farmer, Cwm, Llandissilio. Pet. April 11. May 2, at quarter-past ten, at offices of Sols. Green and Griffiths, Carmarthen

EVANS, JAMES YOUNG, cattle dealer, Bristol. Pet. April 9. April 27, at eleven, at office of Hancock, Triggs, and Co. accountants, Broad-st, Bristol. Sols. Benson and Thomas, Bristol

FIRTH, ISAAC, hat dealer, Newcastle-upon-Tyne. Pet. April 10. April 27, at three, at offices of Sol. Bush, Newcastle-upon-Tyne

FOLLAND, JOHN, fish salesman, Birmingham. Pet. April 8. May 4, at twelve, at offices of Sol. Buller, Birmingham.

FREEAR, CHARLES, advertising agent, Nottingham. Pet. April 9. April 28, at twelve, at offices of Sol. Brittle, Birmingham

GARNER, SAMUEL, framework knitter, Kirby-in-Ashfield. Pet. April 10. May 1, at twelve, at office of Sols. Parsons and Bright, Nottingham

GRIFFITHS, CHARLES, out of business, Harborne. Pet. April 9. April 24, at ten, at office of Sol. Duke, Birmingham

HAGG, WILLIAM BOOTHFIELD, beerhouse keeper, James-street, Kennington-pk. Pet. April 8. April 24, at two, at offices of Sol. Longcroft, Lincoln's-inn-fields

HAIR, FELIX THOMAS, provision dealer, Jarrow. Pet. April 11. April 27, at two, at offices of Sol. Taylor, Newcastle-upon-Tyne

HALLAM, CHARLES HENRY, grocer, Birmingham. Pet. April 9. April 27, at two, at the Hen and Chickens hotel, Birmingham. Sol. Hawkes, Birmingham

HALEY, NICHOLAS, hosier, Long-lane, West Smithfield. Pet. April 9. April 25, at one, at offices of Sol. Catlin, Guildhall-yard

HARRISON, ROBERT, auctioneer, Blackpool. Pet. April 8. April 27, at three, at office of Sols. Messrs. Heath, Manchester

HART, WALTER, surgeon, Borough-rd, and Blackman-st. Pet. April 2. April 22, at twelve, at office of Sol. Geaussent, New Broad-st

HAYNES, GEORGE, furniture broker, Birmingham. Pet. April 1. April 24, at twelve, at office of Sol. Cheston, Birmingham

HELLIER, CHARLES HENRY, and TREW, RICHARD PEYTON, drapers, Bristol. Pet. April 9. April 27, at two, at office of Williams and Co. accountants, Exchange-bldgs, Bristol. Sols. Benson and Thomas, Bristol

HICKEN, HENRY, out of business, Birmingham. Pet. April 9. April 23, at four, at offices of Sol. Parry, Birmingham

HOARE, JOHN, boot maker, Bideford. Pet. April 9. April 27, at twelve, at offices of Sols. Rooker and Bazeley, Bideford

HORN, FREDERICK, general draper, Crawford-st and and Croydon-st, St. Marylebone. Pet. April 10. April 27, at two, at office of Sol. Tatham, Mansion-house-chbs, Queen Victoria-st

HUBERT, CHARLES, lighterman, Emmett-st, Poplar. Pet. April 9. April 25, at eleven, at office of Sol. Farnfield, Lower Thames-street

HUNTER, JOHN, builder, South Shields. Pet. April 9. May 4, at two, at the Commercial-chmbrs, South Shields. Sol. Purvis, South Shields

KILBURN, ABRAHAM LEE, leather merchant, Kingston-upon-Hull. Pet. April 7. April 27, at two, at office of Sol. Laverack, Kingston-upon-Hull

LAMB, JOHN WILLIAM, plumber, Manchester. Pet. April 11. April 30, at three, at office of Sols. Sutton and Elliott, Manchester

LAWRENCE, ELIJAH STEPHEN, tailor, Marlborough. Pet. April 10. May 2, at eleven, at office of Sol. Goulter, Hungerford

LEON, HERNTZ, jeweller, Bath. Pet. April 9. May 5, at eleven, at office of Sol. Collins, Bath

LEWIS, JOHN, shoemaker, Penallt, Llanarthney. Pet. April 11. April 27, at five minutes past ten, at office of Sols. Green and Griffiths, Carmarthen

MARSH, JOHN, accountant, Jermyn-st. Pet. April 10. May 1, at two, at office of Slater and Pannell, 1, Guildhall-chambers, Basinghall-st. Sols. Raven and Curtis, Victoria-st, City

MARLIN, GEORGE AUGUSTUS, painter, Portsea. Pet. April 8. April 24, at three, at offices of Sol. Blake, Portsea

MATTHEWS, JAMES, baker, East Stonehouse. Pet. April 10. April 28, at eleven, at offices of Sol. Brian, Plymouth

MCCALL, JOHN, general dealer, Liverpool. Pet. April 10. April 30, at twelve, at office of Messrs. Shannon, 39, South Castle-st, Liverpool. Sol. McConnel, jun., Liverpool

MILLER, GEORGE, farmer, Aldborough. Pet. April 9. April 30, at one, at office of Sol. Paley, York

MONELY, ROBERT, painter, Liverpool. Pet. April 11. April 30, at twelve, at office of Sol. Ritson, Liverpool

MUSSABINI, PIERRE, and DRACO, EMMANUEL PANTOLEON, cotton brokers, Liverpool. Pet. April 9. April 20, at two, at office of Sols. Radcliffe and Layton, Liverpool

NORTHEY, EMANUEL AUGUSTUS, auctioneer, East Stonehouse. Pet. April 9. April 27, at ten, at office of Wilkes, accountant, Plymouth. Sol. Square, Plymouth

OGDEN, JOSEPH, common brewer, Halifax. Pet. April 9. April 24, at eleven, at 16, Cheapside, Halifax. Sols. Holroyde and Smith

OGDEN, PETER, gentleman, Coalpit-heath. Pet. April 10. April 27, at two, at office of Denning, Smith, and Co. public accountants, Bristol. Sols. Fussell, Prichard, and Swann, Bristol

PEARCE, THOMAS, wheelwright, John's-yd, Lisson-gr, Marylebone. Pet. March 21. April 21, at four, at offices of Sol. Yorke, Marylebone-rd

PORTCH, FREDERICK, grocer, Ordnance-rd, St. John's-wood. Pet. April 10. April 27, at twelve, at office of Sol. Johnson, High-st, Marylebone

PRICE, CHARLES, builder, Blockhouse. Pet. April 10. May 4, at three, at office of Sol. Pitt, Worcester

ROBERTS, GEORGE, and WEBSTER, JOHN, joiners, Leeds. Pet. April 8. April 24, at two, at office of Burrell and Pickard, 18, Albion-st, Leeds. Sols. Simpson and Burrell

ROBERTS, WILLIAM, furniture broker, Leeds. Pet. April 9. April 27, at one, at office of Sols. Rooke and Midgley, Leeds

ROBINSON, GEORGE DENNETT, wine merchant, Strand, and Cecil-street, Strand, and Percy-green, Fulham. Pet. April 9. April 30, at two, at office of Sol. Laundy, Cecil-st, Strand

ROWLANDS, THOMAS, provision dealer's assistant, Salford. Pet. April 10. May 7, at three, at offices of Sol. Ambler, Manchester

SEVERN, JOHN, hosier, Sneinton. Pet. April 10. May 4, at twelve, at office of Sol. Belk, Nottingham

SHARP, WILLIAM, livery stable keeper, Southgate-rd. Pet. April 11. April 27, at three, at offices of Sols. Taylor and Jaquet, South-st, Finsbury-sq

SMALL, HENRY, cabinet maker, Bath. Pet. April 10. April 27, at twelve, at office of Sol. Webb, Bath

SUMNER, JAMES, painter, Walsall. Pet. April 8. April 24, at three, at office of Sol. Sheldon, Wednesbury

SYDNEY, HERBERT MONTAGUE, solicitor, Upper John-st, Golden-sq, and Upper Baker-st. Pet. April 10. April 30, at three, at offices of Sols. Chappell, Golden-sq

THOMPSON, GEORGE, farmer, Scole. Pet. April 11. April 27, at three, at office of Sol. Smith, Colchester

TOPHAM, WILLIAM, merchant's clerk, Baildon. Pet. April 11. April 29, at ten, at office of Sols. Peel and Gaunt, Bradford

TULK, GEORGE HENRY, cab proprietor, Aston Brook, near Birmingham. Pet. April 9. April 23, at eleven, at offices of Sol. Joynt, Birmingham

UFF, JAMES, butcher, Buckingham. Pet. April 9. April 25, at eleven, at the Swan and Castle hotel, Buckingham. Sols. Kilby, Banbury

WALTER, DOUGLIN ALLEYNE, architect, York. Pet. April 11. April 27, at twelve, at office of Sols. Parr and Anderson, York

WATERS, CHARLES, draper, Fordingbridge. Pet. April 8. April 29, at two, at office of Sol. Hodding, Salisbury

WATTS, WILLIAM HAMBRIDGE, baker, Evelyn-road, Lower-road, Deptford. Pet. April 8. April 23, at two, at offices of Sol. Mirams, New-inn, Strand

WEIL, MYER, and WEIL, BENJAMIN, boot manufacturers, High-st, Whitechapel. Pet. April 11. April 29, at ten, at offices of Sols. Messrs. Kent, Red Lion-st, Cannon-st

WEST, THOMAS EDWARD, and WEST, RICHARD AMBROSE, commission merchants, Crosby-sq. Pet. April 11. April 30, at twelve, at the Guildhall tavern, Gresham-st. Sols. Carr, Bannister, Davidson, and Morriss, Basinghall-st

WHEATCROFT, GEORGE, journeyman joiner, late of Nottingham. Pet. April 8. April 27, at three, at office of Sol. Belk, Nottingham

WHITEHEAD, WILLIAM HENRY, tailor, Liverpool. Pet. April 10. April 27, at three, at office of Sol. Milnes, Huddersfield

WHITELEY, JAMES, cutlery caster, Sheffield. Pet. April 10. April 24, at three, at office of Sols. Messrs. Clegg, Sheffield

WIDDOWSON, JAMES, optician, Nottingham. Pet. April 10. May 5, at eleven, at office of Sols. Parsons and Son, Nottingham

Orders of Discharge.

Gazette, March. 31.

SPEIRS, JAMES, bookseller, Bloomsbury-st

Gazette, April 10.

BERRIDGE, ISAAC, solicitor, Bicester

CONSTANTINE, DANIEL, bleacher, Brightmet, near Bolton

REEVES, JOHN HASELDINE, mercantile clerk, Milton-st, Wandsworth-rd

Dividends.

BANKRUPTS' ESTATES.

The Official Assignees, &c., are given, to whom apply for the Dividends.

Every, F. scrivener, further 11d. Daw, Exeter

Gibson, T. victualler, first and final 4s. 2½d. At Trust. J. L. Wykes, 10, Full-st, Derby.—*Hardin*, A. draper, first 2s. 6d. At office of Bagge, Clarke, and Joselyne, 29, King-st, Cheapside.—*Haywood*, F. M. scrivener, first 1s. 9d. At office of S. Leach, 48, Ful.-st, Derby.—*Jones*, T. cattle salesman, first and final 18s. 6d. At Stuckey's bank, Bridgewater. Trust. R. Salmon.—*Oldershaw*, W. W. attorney, first and final 6s. 6d. At Trust. A. E. Wenham, 50, Ann-st, Birmingham.—*Pearson*, H. provision dealer, first 1s. At office of Roose and Price, 26, North John-st, Liverpool

BIRTHS, MARRIAGES, AND DEATHS

BIRTHS.

JEFFERY.—On the 8th inst., at 5, Blenheim Mount, Manningham, Bradford, Yorkshire, the wife of John R. Jeffery, Esq., solicitor, of a daughter.

WHITELEY.—On the 12th inst., at Dulwich, the wife of George Crispe Whiteley, barrister-at-law, of a daughter.

MARRIAGES.

DAWSON—GOODRICH.—On the 8th inst., at Llanfair D.C., North Wales, Gerard Finch Dawson, barrister-at-law, of Lincoln's-inn, to Dora Harriett, third daughter of James Goodrich, Esq., of Eyarth House, Denbighshire; Energlyn, Glamorganshire; and the Padelock House, Gloucestershire.

MEDLICOTT—GALE.—On the 9th inst., at West Ashton Church, Henry E. Medlicott, barrister-at-law, of Sandfield, Potterne, Wilts., to Kate D'Oyly Gale, eldest daughter of the late Alexander R. Gale, Esq., of Stanton Lodge, Suffolk.

ORMEROD—STAPYLTON.—On the 9th inst., at Christ Church, Lancaster, Henry Mere Ormerod, of the City of Manchester, Solicitor, to Madalina, widow of R. G. Stapylton, Esq.

TWEEDY—CARLYON.—On the 7th inst., at Kenwyn, Truro, Henry John Tweedy, barister-at-law, to Maria Louisa, second daughter of Edward Trewbody Carlyon, Esq., of Trevre, Truro.

WEIGHTMAN—RAWSON.—On the 9th inst. at Leicester, Thomas Turner Weightman, B.A., and of the Inner Temple, barrister-at law, Esq., to Emma Sophia, only child of the late James Rawson, Esq., of Leicester.

DEATHS.

DALY.—On the 10th inst., at Youngwoods, Isle of Wight, aged 51, Francis Hugh Daly, barrister-at-law, 1, New-square, Lincoln's-inn.

DYKE-POORE.—On the 11th inst., aged 59, Edward Dyke-Poore, Esq., of Syrencot, a Magistrate and Deputy-Lieutenant for Wiltshire.

MOLYNEAUX.—On the 9th inst., aged 66, James More Molyneaux, Esq., F.S.A., of Loseley-park, Guildford, Magistrate and D.L. of the county of Surrey.

SANDES.—On the 8th inst., in London, Falkiner Chute Sandes, Esq., J.P., for many years the solicitor of the Government of India on their Bengal establishment.

To Readers and Correspondents.

Anonymous communications are invariably rejected.
All communications must be authenticated by the name and address of the writer not necessarily for publication, but as a guarantee of good faith.
All communications intended for the EDITOR OF THE SOLICITORS' DEPARTMENT should be so addressed.

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When payment is made in postage stamps, not more than 5s. may be remitted at one time.

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The Law and the Lawyers.

WE recently had occasion to notice that the courts in Ireland had not adopted the rule laid down by our Court of Queen's Bench in *Raeburn* v. *Andrews*, that persons resident in Scotland or Ireland suing in English Courts need not give security for costs. The hesitation to follow this decision has now happily disappeared. In a case of *White* v. *Carrol* before the CHIEF JUSTICE, Mr. Justice O'BRIEN and Mr. Justice FITZGERALD on the 16th inst., the efficacy of the Judgments Extension Act was acknowledged. The LORD CHIEF JUSTICE said: "The three kingdoms were united, he hoped indisolubly, and the practice of compelling a person living in one part of the same United Kingdom to give security for costs on suing a person living in another part was anomalous, and ought to be discontinued." And Mr. Justice FITZGERALD said that he rejoiced that they had now disposed once and for all of a practice which since the three kingdoms had become a united kingdom was a disgrace to our land.

A QUESTION of some importance in bankruptcy proceedings has been decided by the Judge of the Yarmouth County Court, namely, that an execution creditor who has seized and sold, is not entitled to his costs of action out of the proceeds when a bankruptcy petition has been presented within fourteen days. The words "costs and expenses" were contained in the Act of 1849; the word "expenses" only appears in the Act of 1869, and the learned Judge considered that this was an intentional omission on the part of the Legislature. This is an additional penalty on a creditor for being diligent in the prosecution of his legal remedies.

MR. HARRINGTON, Judge of County Courts (Circuit 22), suggests that the true remedy for the evils of the small credit system is an abridgment of the period of limitation. To abolish imprisonment of persons "who fraudulently or contumaciously disobey" the orders of the courts for the payment of money, would, he says, "be practically to prohibit the recovery of small debts at all." He thinks, however, that a statute of limitations graduated on a scale varying with the amount of debt contracted in any one transaction, and applying equally to judgments which the plaintiff takes no steps to enforce, as to debts for which the creditor neglects to sue, would have the effect of checking undue credit and the speculative purchase of doubtful debts, while it would not drive into our workhouses those whose means of existence consist in discounting their future earnings. This is a sensible suggestion; but that, if adopted, it would have all the beneficial results predicted, is very doubtful.

IT may be of interest to our readers, although not a matter of vast importance, to be informed that an equity of redemption can be called an estate only by a figure of speech. This has been decided by Vice-Chancellor BACON, in *Paget* v. *Eds* (30 L. T. Rep. N. S. 228. The question in that suit was whether as between Englishmen there could be foreclosure of a mortgage of an estate out of the jurisdiction. The leading case is known as the *Sark case* (*Toller* v. *Carteret*, 2 Vern. 494), the mortgaged property being situated in the island of that name in the channel. Vice-Chancellor BACON has now granted a decree for foreclosure of an estate situated in Nevis, an island in the West Indies. The jurisdiction is important, and we are glad to see it sustained, the Vice-Chancellor, indeed, having no doubt on the point. Recurring again to the right known as an equity of redemption to be called an estate, we may add his Honour's remarks: "It may be," he said, "in some instances that a husband may have a title by curtesy, and that gavelkind and borough English may apply to it. All these are necessary consequences of the law which recognises the interest of a mortgagor in his equity of redemption, but they do not alter the nature of the interest; they do not create an estate; and, in my opinion, it is a misapplication of words to call an equity of redemption an 'estate' in the proper technical legal sense."

THE phraseology of many of the numerous rules which appear in the Schedule to the Ballot Act, was elaborately reviewed by Mr. Justice GROVE in his judgment in the case of *Stowe* v. *Joliffe*, an interlocutory application in the Petersfield Election Petition, decided on Saturday last. The application was for an order to inspect the marked register of voters, the rejected ballot papers, and the counterfoils of the ballot papers: (See Rules 29, 35, 36, 37, 40, 41, 42.) The object of the application was deposed to be to save the needless trouble and expense that might be incurred in getting up evidence against the votes of versons who might turn out after all not to have voted. A majority of the Court of Common Pleas (GROVE and DENMAN, JJ.) has now held that the counterfoils and the rejected ballot papers cannot be inspected, unless a very strong case be made out. BRETT, J., however, was of opinion that inspection ought to be granted, upon just the same principles that inspection is granted in cases of ordinary litigation—the principle of assisting litigants in obtaining all that they desire for the reasonable conduct of their case; and he threw out a suggestion that the backs only of the ballot papers should be allowed to be seen, so that "nothing but the exercise of a most perverse ingenuity" could frustrate the purpose of the Ballot Act. But the majority of the court has pronounced for drawing the line tight, and all that the petitioner has taken by his motion is a permission to inspect the marked register of voters, without which we imagine it would be next to impossible to conduct his case with anything like accuracy, and which is among the documents which,

by Rule 42, are "open to public inspection," although, from a misconstruction of Rule 29, it had been sealed up in the same packet with the counterfoils. Notwithstanding the elaborate judgments pronounced, we venture to say that Rules 29, 35, 36, 37, 40, 41, and 42, will give still further trouble to the Court of Common Pleas; and, although it is with much diffidence that we give any opinion upon a question so new and complex, we must say that the view of Mr. Justice BRETT is that which commends itself most to our judgment. And it is a view which has at any rate this to recommend it, that the principle which it enunciates is one which is very easy of application. The point of the case was hit, we think, by Mr. Justice DENMAN, but wrongly decided. "Required," in Rule 40, is, we cannot help thinking, only Act of Parliament language for "asked for," and what the court, under Rule 40, was intended to be "satisfied" of, is not whether the petitioner wishes for information, little or much, but whether his real object is to infringe the secrecy of the Ballot Act or not.

A NOTICE of motion appeared on Monday last, for a Parliamentary return of "the number of cases which have been brought before the Railway Commission, specifying the number on which any adjudication has taken place." The *Dover* case having been withdrawn, what may be called decided cases are, we believe, reduced to two—*Goddard's* case, and the *Buckfastleigh Railway* case. It is curious that in both cases the defendant railway company claimed a certain independence of the statutory maximum. A fourth case is pending, that of the *East and West Junction Railway Company* v. *Great Western Railway Company*, and raises a perfectly novel question under the new Act as to "through routes." But it is not so much the litigated cases which will show the working of the Railway Commission as those in which its powers have been successfully exercised under sect. 7 of the Act, whereby the Commissioners "may, before requiring any formal proceedings to be taken," communicate a complaint to the company complained of, "so as to afford them an opportunity of making such observations thereon as they may think fit." Generally speaking, it must be remembered it is for the complainant to make out a *primâ facie* case of inequality, but that being made, the onus is cast upon the company to justify the charge: (Per Willes, J., in *Nicholson* v. *Great Western Railway Company*, 5 C. B., N. S., 431.)

MR. LOPES has received only the credit which is properly due to him for bringing in his measure for the reform of our jury system. We have so recently expressed our views on the subject, that it would be mere reiteration to repeat them whenever discussions take place in the House of Commons. Mr. LOPES' Bill has this advantage over that introduced by Sir JOHN COLERIDGE, it is less ambitious, and devotes more attention to practical details. Mr. LOPES proposes to increase what he calls "the area of jury force," by making lodgers liable to serve both on common and special juries, and by raising the age of absolute exemption from sixty to seventy. The new rating qualification for special jurors is maintained, although Mr. LOPES intimated his own belief that it had led to the deterioration of special juries. This is a belief not only generally shared in as a matter of opinion, but provable to demonstration. In civil cases the Bill proposes to reduce the number of jurymen to seven, though either party will have the right to ask for a jury of twelve, and an unanimous verdict will still be required. The remuneration of common jurymen is raised to 5s. for each case tried. Power is given to continue trials, notwithstanding the illness or death of a juryman, and to empanel special juries in criminal cases; and there are many other minor points, such as the payment of overseers out of the Consolidated Fund for making up the lists, the transmission of summonses by post, &c. There seems to be every prospect that a very useful enactment may be made out of this Bill.

THE 23rd section of the Bankruptcy Act 1869 is one which has given rise to considerable practical difficulties. It will be remembered that it relates to the disclaimer of onerous contracts by the trustee, and it provided that the property disclaimed, if a lease, shall be deemed to have been surrendered on the date of the disclaimer. It was apprehended that difficulties might arise under this section affecting the rights of third parties, and accordingly in lieu of fresh legislation the 28th rule of 1871 was framed, which says that, "Where any property of a bankrupt acquired by a trustee under 'The Bankruptcy Act 1869,' shall consist of a leasehold interest, the trustee shall not execute a disclaimer of the same without the leave of the court being first obtained for that purpose; and upon any application to the court for such leave, notice of the desire of the trustee to disclaim such interest shall be given to such person or persons as the court shall direct, and such order shall be made thereon as the court shall think fit." A somewhat peculiar case under this rule was before Mr. Registrar MURRAY on Tuesday. A bankrupt was monthly tenant of a dwelling house and premises under an agreement, and by an agreement of even date he contracted for the purchase of the residue of his landlord's lease. He remained in possession at the time of the bankruptcy, and the question was whether the trustee was right in applying to the court for leave to disclaim. The learned registrar considered that, having regard to sect. 23 of the Act and the 28th rule the court should grant the leave to the trustee, but he did not arrive at this conclusion without some hesitation.

INFERIOR COURTS AND THE PROFESSION.

HAVING this week a constituency embracing the entire Profession, we think it more desirable to direct attention to subjects of general importance than to dry matters of law. One of the most engrossing questions affects the future of County Courts, and their relation to our judicial system, as amended by the Judicature Act. The labours of the Judicature Commission have thrown considerable light upon the working, not only of the County Courts proper, but upon all similar courts of inferior jurisdiction. It is somewhat singular that local courts, other than County Courts, should have continued to exist and indeed to flourish in the midst of an active County Court jurisdiction. There are not wanting those who say that such courts are kept alive by the attorneys, who there obtain better remuneration than in the County Court; and we do not know that we need deny that to a considerable extent this is the truth. But no reflection is thereby cast upon the Profession, inasmuch as it could hardly be expected that a solicitor would advise his client to go into a court which in cases under a certain amount gives no fees to advocates, and above that amount gives or refuses costs at its discretion. Partly, therefore, for their own interest, and largely in the interests of their clients, solicitors have patronised and kept alive such courts as the Lord Mayor's Court in London, and the Passage Court at Liverpool.

These courts, as we have said, flourish, and have done so for a length of time; but it seems extremely doubtful whether they will continue to exist very much longer. In a somewhat remarkable compilation by Mr. FALCONER, a Judge of Welsh County Courts, which we have recently received—"On County Courts, Local Courts of Record, and the changes proposed to be made in such Courts in the Second Report of the Judicature Commissioners"—we have all the information which can enable us to judge what the future of local jurisdiction will be. It is beyond dispute that of late years the County Courts have done their work remarkably well; the simple fact being that the members of the Bar who have been selected for the Judgships have been almost uniformly men of acknowledged learning and ability. Moreover, the prejudice which crippled the courts at the outset has been gradually disappearing, and the more the jurisdiction has been extended, the more reliance has the public seemed disposed to place on their capacity to deal with important questions. The jurisdiction in bankruptcy is perhaps as important as any branch of administrative business transacted in any court in the kingdom. We have repeatedly reported cases involving nice questions of law and the distribution of large sums of money, where no attempt has been made to appeal against the decision. So again in Admiralty. A competent London solicitor, who has the great bulk of the work in the City of London Court, bears high testimony to the Judge's knowledge of shipping, and to the ability with which he disposes of Admiralty suits. Whilst we can speak thus favourably of the courts generally, there undoubtedly have been and are exceptions—cases in which business is positively driven from the court. We do not dwell much upon this, because it is almost impossible to avoid defects in a system so extensive.

The opinion of County Courts being favourable—and that favourable opinion is likely to grow rather than to diminish—the first question arising is, Should any other local courts be retained? The Judicature Commissioners, in their report of July 1872, recommended the abolition of all local and borough courts of record. In that year twenty-six made returns of business transacted in them. Omitting the Salford Court and the Liverpool Court of Passage returns, there were only 443 cases above £20 entered in the twenty-four other named courts, and of these 444 cases judgments were obtained in 183. Local courts of record ought, therefore, to be considered doomed, and when they go, what is to justify the maintenance of the Lord Mayor's Court? Some score attorneys who practise almost exclusively in that court, and a Bar which whilst being very small is by no means conspicuously able, must look with alarm on a proposed abolition. We do not urge its abolition: it has transacted a vast amount of business, and given much satisfaction; but it has glaring defects, which if it is to continue to exist must be remedied. The pleading in the court is absurd, objections to the jurisdiction are almost impracticable, the fiction by which jurisdiction is obtained is in many cases scarcely creditable, and the costs are very considerable. It is really difficult to understand how it has continued its work by the side of the City of London Court, which has a simple and inexpensive but thoroughly effective procedure.

We are now, however, most concerned with the County Courts themselves. The Mayor's Court may go; all the local courts of record may go, but the County Courts will remain. Whether to continue a separate system, or to be incorporated in our united judicature, matters little—they will remain, and probably grow in importance. There are questions to be considered with reference to them which consequently become of great moment. To recom-

mend them to the legal Profession, it is essential that the remuneration of advocates should be placed upon a proper footing. This is a primarily essential. In the next place, it should be in the discretion of the Judge to employ shorthand writers in cases of sufficient importance, in order to secure that cases should be satisfactorily stated on appeal. We regard this question of appeal as one of the first importance, and there ought to be some official record of proceedings which may be consulted by parties independently of the Judge's notes. Cases have occurred in our experience in which a Judge has wholly failed to inform the Court above of the true state of things; and when it becomes necessary to remit a case to be re-stated it is too apt to amount to a denial of justice. We do not believe that cases of any importance would be tried in County Courts were there not an easy mode of appeal, and it is essential that cases should come up stating the facts with absolute accuracy, and giving the court precise information as to the point decided. It is too late now to talk of the advisability of having some formal pleadings in the County Courts. Mr. FALCONER regards it as a happy circumstance that none exist. Undoubtedly they are in many cases unnecessary to raise the question in dispute, and we must consider that when the old forms are abolished, and cases are brought before the courts on statement and answer, a similar procedure might be usefully employed in the County Courts in cases above £5. This would very much simplify the process by way of appeal.

Another question which is pressing forward has reference to the concentration of courts. Many Judges feel it a hardship to be made itinerant: they would, as a rule, prefer heavier judicial work and less time spent on the railway. Such evidence as that of Mr. CAILLARD, which Mr. FALCONER cites in his work, should not be overlooked. That learned Judge says: "As Judge, I travel, I believe, not less than 3500 miles a year. I have twelve Courts, seven monthly and five bi-monthly, in my Circuit. Of the 'monthly' Courts, Bath requires my attendance 30 days in the year at least, and will probably require more, even if the jurisdiction is not increased. In considering the work of the provincial Judges the travelling should not be forgotten. True it is that the sittings are occasionally short, and at some of the smaller Courts are even generally so; but (taking the Circuit throughout) the sittings are not unfrequently very long and fatiguing, and if the time taken up in travelling be added to the time occupied in Court it will be very generally found that the Judge's duties have extended over many hours on each Court day. I do not in the least complain of the travelling, notwithstanding its serious 'wear and tear,' because it is a great saving of expense and time to the suitors that, so far as fairly practicable, the one individual, the Judge, and not the many, the suitors, witnesses, and others, should travel. It need scarcely be added that the work of the Judge is not confined to his Court days."

This is a view which is entitled to great respect, as being unselfish, but we think that Judges and the Profession should not be altogether sacrificed to the convenience of suitors. We believe it is contemplated to attempt concentration, and, if it can be done without causing loss to the general body of suitors, it would be a desirable reform.

The service of process and the payment of fees are two matters requiring consideration. Should the process be served by the plaintiff or his agent? Should it be personal on the defendant? To both of these questions Mr. FALCONER gives a most emphatic reply in the negative. Personal service was a proposal sanctioned by the Judicature Commissioners. "Personal service as a rule," says Mr. FALCONER, "would require a great increase in the staff of bailiffs, its necessity would delay the hearing of many hundreds of causes, and the expense of service would be greatly increased. If in any case there has been a mistake or any error, or the wrong person has been served, or execution without any service of the original summons, or insufficient service under the present Rules, there is ample opportunity offered to defendants to obtain assistance in the Registrar's office, in order to apply to the court and correctly to ascertain the facts and to remedy any evil. The Judge of a County Court can always be applied to without expense or professional interference when any complaint of official irregularity is suggested, and no Judge would so injure his own authority or do so unjust an act as to suppress it. That this is so is among the advantages of a domestic tribunal."

This opinion he supports by a formidable array of judicial dicta, and several experienced practitioners take the view that personal service is impracticable. The payment of fees is a matter of detail upon which much might be said, but we have already gone to considerable length. This subject, and the question of the jurisdiction of registrars, and whether it should be increased, will have to be discussed fully hereafter, and we must return to these matters on a future occasion.

One word in conclusion for the present. It is at this moment of great consequence to solicitors that they should realise their position. The County Court will ultimately dispose of the great bulk of common law and bankruptcy business. To regulate fees, hearings, costs, and procedure generally, concerns almost every country solicitor *personally*: and with this observation we quit the subject.

THE LAND TITLES AND TRANSFER BILL.

IN our last number we glanced at the general scope of the Bill, and we now propose to point out what additions or alterations we consider should be made in it to make it a workable measure. Before doing so, however, we cannot refrain from expressing our regret that the Lord Chancellor has not been able to see his way to making the registry one of land and not, as it appears to us to be, one of owners only. When a measure of such importance, and one which will make such a great change in the system of conveyancing is being carried out, it seems to us a pity that what appears to us the most perfect plan should not be adopted. The primary object of a land register is to tell at sight, and without fear of mistake, who is the person capable of transferring a specified piece of land. The purchaser cannot mistake the piece of land which he requires, and in our opinion the best and least expensive system in the end would be to have a large and complete plan or set of plans, showing all the property in the district, upon which each different property would be distinguished by a different number, a reference to which in the register book would show at a glance the name of the owner and the prior charged if any.

We are now publishing in these columns a full copy of the Bill, the first part of which our readers will remember appeared in our issue of the 11th inst., and, having the copy of the Bill thus before them, we shall only refer to the different clauses by their unmbers.

Clause 2. Copyholds and all estates and interests therein are excluded from the operation of the Act. In mining districts it is not uncommon for a copyholder of inheritance, to whom the lord has granted a licence to work the mines, to grant leases of such mines for longer terms than twenty-one years. The court rolls of the manor show the dealings with the surface and the licence to work the mines, but do not show the lease. This clause should, we think, be altered by including such leases.

Clause 4. The definition of "land" is not so definite as it might be made. It would, we think, in view of the coming operation of the Judicature Act, be as well to define the meaning of "legal estate" and "equitable estate."

Clause 5. By sub-sect. 2, any person entitled in equity to an estate tail, or to a base fee, or to an estate in fee simple in land, whether subject or not to any prior estate for life or for years, or to any incumbrance, may apply for registration, the result of which would be in effect to vest in such person the legal estate with absolute powers. It seems to us that the person in whom the legal estate is vested should know something of the application, as he probably may have some charges against the land. Provision should be made for giving him an opportunity of recouping himself either by making him a necessary party to the application, or by giving him notice prior to actual registration. If the latter course be adopted, a few words to that effect at the end of clause 18 will be necessary.

Clause 13. At the end of this clause we would suggest an addition of the words "unless and until the title to such adjoining land has been registered, and the description of such boundaries shall be found by the registrar to have been correct, in which case he shall state such fact upon the register of the title of both lands."

Clause 16. There appears to be a verbal inaccuracy in this clause, which provides that the registrar shall not require a title to commence "earlier than at least forty years previously," &c. The words "at least" should be omitted.

Clause 18. It does not seem clear whether or no the notice is to contain the statements of the interested persons and existing powers, and of the mortgages, charges, and incumbrances affecting the land, required to be furnished by sect. 7. It cannot be necessary to make such matters public, and the clause should be made clear upon the point. Further, it cannot be necessary for the persons whose interests or charges are admitted to be put to the trouble and expense of making a claim which, under sect. 19, would have to be brought before the registrar. We would suggest, as an addition to the clause, that with the notice required to be served by the last paragraph, a statement should be sent to such persons showing the estate, interest, or charge, which it is admitted they have, with an intimation that if it be correct they need take no further steps.

Clauses 11, 14, and 21. A doubt occurs to us whether the registrar or examiner of titles is or is not to examine the abstract with the documents of title. It would, perhaps, be better to clear up the doubt by providing that the solicitor or certificated conveyancer, should indorse and sign upon the abstract a certificate of its correctness, and that the abstract should show what stamps, if any, the documents bear, and by what parties they are executed, and, where necessary, how attested.

Clause 23. In view of the formation of the district registries, contemplated by part 10 of the Bill, it would appear desirable that all registrations should not be entered in the same book, but should be made in a series of books, which, upon the formation of the district registries, could be properly distributed between the different district registries. A division into counties is hardly suitable, but we cannot at present say that we can suggest any better.

Clause 28. The object of this clause is expressed in its side note: "Compulsory registration on sales after three years from commencement of Act." Until some person is registered as proprietor the instrument of conveyance is to "operate in equity only, and not be effectual at law to pass the legal estate in the land." In view of sub-sect. 11 of sect. 25 of the Judicature Act, it would seem doubtful what meaning the courts would give to the words in inverted commas, or similar words in other clauses of the Bill, hence the desirability of a definition of "legal estate" and "equitable estate." As compulsory registration is the sole object of the clause, it should provide that until registration the conveyance should have no effect at all. If any effect be given to conveyances under which no proprietor is registered, purchasers of most of the smaller classes of property will not go to the expense of registration, but will be satisfied with the equitable estate vested in them by the conveyance.

Clause 29. This clause convinces us of the advantages of the system of registration advocated at the commencement of this article. Under such a system the registrar could mark the book of reference or endorse the notice with the name of the parish and number of the land the registration of which is objected to. As the bill is framed, the registrar may have some trouble in framing a complete list of *caveats* so that he can tell to what land they relate, and unless the cautioner be obliged to furnish a very complete description, with perhaps a plan, the registrar may be unable to ascertain to what property the *caveat* applies.

Clause 32. The times within which the cautioner is allowed to oppose registration after personal service, or posting of the notice to him, appear too short. In these travelling days many people, particularly in vacation times, do not get their letters for more than ten days after they are posted. The service of the notice should be made so soon as the application is made, and the cautioner should have at least three weeks or a month, and perhaps more, in which to oppose it. The fact of a *caveat* being lodged should not cause a stay of the proceedings, except, of course, actual registration, unless the registrar considers from the affidavit which the cautioner has to file that the latter can effectually stop the registration.

(To be continued.)

COMPANIES AND THEIR SHAREHOLDERS.

THE right of shareholders of companies to take action on their own behalf independently of the company is one which has been questioned on more than one occasion, and it is important to understand when such right exists at all. The most recent case on the point is that of *Menier* v. *Hooper's Telegraph Works* (30 L. T. Rep. N. S. 209), where a demurrer to a bill by one of a minority of shareholders in a company on behalf of himself and the other shareholders to enforce the rights of the minority was overruled. The plaintiff held 2000 shares in the European and South American Telegraph Company, now in voluntary liquidation. Hooper's Telegraph Works (Limited) held 3000 shares in the company, and the other shareholders were thirteen persons, who held twenty-one shares each. Disputes arose between the European Company and Hooper's Works as to certain concessions for the construction of telegraphs, and a suit was instituted by Hooper's Works to restrain the working of concessions obtained by the European Company. It was refused by Vice-Chancellor Malins, and Hooper's Works appealed; but before the appeal came on the matter was compromised by the European abandoning the concessions. The present plaintiff, believing that Hooper's Works had obtained this compromise by means of their influence as shareholders in the European, filed his bill against them, praying for a decree that they were not solely entitled to the benefits received by them under the compromise, but that they were trustees of such benefits for the plaintiff and all the other shareholders of the European. "The only question which this suit brings forward is," said Vice-Chancellor Bacon, "whether he has a right to be relieved against such dealing with the property in which he and Hooper's Company were jointly interested." The only question with which we are concerned is the technical right of the plaintiff to sue on behalf of himself and the shareholders.

It is admitted that according to *Gray* v. *Lewis* (29 L. T. Rep. N. S. 12), and *Foss* v. *Harbottle* (2 Hare 261) a suit for the benefit of shareholders ought to be instituted by the company, and not by a shareholder on behalf of himself and the other shareholders who take a similar view with himself. Is there then any exception to that rule? Vice-Chancellor Bacon suggests two: (1) where the company cannot sue; and (2) where it will not sue. He thought the difficulty in the latter case might be got over by application to the court for leave to use the name of the company.

In the case of *Atwool* v. *Merryweather*, which was before Vice-Chancellor Page Wood, and is reported in a note to *Clinch* v. *Financial Corporation* (L. Rep. 5 Eq. 464), the bill was filed by a shareholder on behalf of himself and the other shareholders, and the Vice-Chancellor said: "With regard to the frame of the suit a question of some nicety arises how far such relief can be given at the suit of a shareholder on behalf of himself and other shareholders on the ground that the transaction might be confirmed by the whole body if they thought fit, and that the case would fall within *Foss* v. *Harbottle*, according to which the suit must be by the whole company." Then he added "If I were to hold that no bill could be filed by shareholders to get rid of the transaction on the ground of the doctrine of *Foss* v. *Harbottle*, it would be simply impossible to set aside a fraud committed by a director under such circumstances"—the director there being very much in the position of Hooper's Company towards the European Company—"as the director obtaining so many shares by fraud would always be able to outvote everybody else." Referring to the form of suit Lord Justice James on the appeal said that it seemed to him the case afforded precisely the exception to the general rule which was pointed out by Vice-Chancellor Page Wood—a case in which the minority were the plaintiffs and the majority were the defendants—the wrongdoers who were alleged to have put the minority's property into their pockets."

This case therefore establishes a principle which was previously doubtful, to say the least, and gives an important right to shareholders of a company, the majority in which may be disposed, for private or secret considerations, to enter into compromises injurious to the general body of shareholders.

THE CHARITY COMMISSIONERS' REPORT AND THE CHARITY TRUSTEES' INCORPORATION ACT 1872.

IN the report of the Charity Commissioners, just presented to Parliament, for the year 1873, there are some remarks on the Charitable Trustees' Incorporation Act of 1872, which may tend to discourage applications under that Act, and thus to obstruct the operation of a very useful statute.

The passing of the Act was hailed with much satisfaction by large numbers of public bodies and institutions, as calculated to relieve them from difficulties which were constantly experienced in protecting their property, enforcing their rights, and formalising their proceedings. Trustees had died, removed no one knew where, or had become from various causes incapable of acting. Frequently it was doubtful whether some of the trustees were living or dead. Leases of the charity property could not be granted, or ejectments brought, or other remedies enforced against tenants because it could not be proved in whom the legal estate was, for the time being, vested. Other legal proceedings frequently could not be adopted from inability to ascertain who were the proper parties to sue or be sued.

Whenever new trustees were appointed it was requisite to incur considerable legal expenses for deeds of transfer of the trust property, and in many instances, under the circumstances before adverted to, it was not easy to complete such transfers, while it was constantly necessary to travel or send in all directions in order to procure the signatures to various documents of indivual trustees who were scattered about the country, and sometimes resident abroad. Now, the remedy for all these disadvantages was simple. It was to make the trustees a corporate body.

Lord ROMILLY, in a previous session, had desired to effect the same object by constituting the institution itself a corporation, but his Bill for that purpose met with sufficient opposition to defeat it, and thereupon Mr. HINDE-PALMER brought in a measure in a different form, which, under Lord ROMILLY'S charge in the House of Lords, became the Act of 1872. Incorporation by Charter or Act of Parliament was too expensive a process for any but large and wealthy institutions to resort to, and in order to bring it within reach of the multitude of small associations, by the Act of 1872 they are enabled to obtain a corporate character from the Charity Commissioners at a trifling cost. The Commissioners truly state that it was part of the arrangement come to with them during the progress of the Act that "a very large discretion should be reserved to them to approve or disapprove its application to each particular foundation;" but it certainly was never contemplated that they should thereby practically defeat the beneficial intentions of the Legislature. They, however, at the same time admit that there may be numerous cases in which the machinery of the Act may be usefully brought into operation.

Let us proceed to consider the objections now raised by the Commissioners as to the general operation of the Act. Although expressed in different language, they mainly resolve themselves into an idea and apprehension that the individual and personal responsibility of the trustees will be lost or destroyed by the fact of their becoming a corporate body. In other words that they will commit breaches of trust and mismanage the trust proterpy and affairs with impunity under the "veil" of the Common Seal.

If there were any real foundation for this objection it would equally apply to the thousands of corporate bodies, eleemosynary, commercial, and others, which have long existed, and have continued to discharge their duties with all the convenience and facility arising from their corporate character, and without any of those covert misdeeds which seem to alarm the imagination of the Commissioners. Moreover, whenever such malpractices do occur a sufficient remedy is afforded by the general law of the land, as is shown by Lord COTTENHAM'S decision in the case of *Attorney-General* v. *Wilson* (1 Craig & Phil. 1).

But the possibility of any such loss or diminution of individual responsibility resulting from incorporation is expressly guarded against by the 5th section of the Act, which keeps alive all individual liability, and clearly provides that all trustees shall be answerable and accountable for the due administration of the charity in the same manner and to the same extent as if no such incorporation had been effected.

It is obvious, therefore, that no "veil" of the common seal could ever screen any individual trustees from the consequences of an abuse of their fiduciary position.

The Commissioners then say that there is great difficulty in securing regular renewals of the corporate bodies. This must mean in filling up the number of the trustees by new appointments in place of those who die, or become disqualified, or incapable of acting. Now, this is an evil which has always prevailed under the system of unincorporated trustees, and there has hitherto been no statutory provision to prevent it. But under the 4th section of the Act of 1872, there is, so far as respects the incorporated trustees, a constant statutory obligation created to fill up vacancies, and the Commissioners themselves are invested with the power of enforcing this regular renewal of the corporate bodies.

It is then objected that incorporation will prevent a union of different charities, which in some localities is often advantageous. This is rather an erroneous view, because a union might be more completely effected by the very process of incorporation than by any other means, It may be true that if several charities were, in the first instance, made into separate corporate bodies, there would be a difficulty in afterwards combining them in one entire corporation; but this may be readily obviated to a great extent. No such union could usefully take place unless the several charities were in the same locality, and established for similar objects and purposes. Whenever an application is made to the Commissioners for incorporation it would be easy to inquire whether there existed any and what other institutions of a similar description in the same neighbourhood which it would be desirable to unite. Indeed such a question might well form one of the series which are required by the printed forms of the Commissioners to be answered when an incorporation is asked for.

The Commissioners refer to the Municipal Corporation Act of 1835, to show that a preference was given by the Legislature to individual over corporate trustees. But that Act is no evidence whatever of such a preference. Those corporations were not charitable institutions. They existed for various municipal purposes, and charitable trusts had become incidentally mixed up with them, and were consequently in many cases greatly abused. It was a wise part, therefore, of the great scheme of Municipal Corporation reform to separate the charity property and management from the general corporation property and government. It was not done as any disparagement of the corporate character, which was in fact perpetuated with powers of administration over local affairs quite as much liable to abuse under the veil of a common seal as any belonging to charitable institutions.

It has been thought advisable to make these remarks upon the report of the Charity Commissioners because it is calculated to mislead those numerous bodies, especially amongst Nonconformists, who have been looking to the Act in quesiton as a boon to them. It will be greatly regretted if obstacles are raised instead of facilities being afforded for the general application of the Act as the suggested resort to the official trustees of charities leaves most of the evils of the system of ordinary trusteeships entirely untouched.

THE PROSPECTS OF SOLICITORS.

BY A SOLICITOR.

IT must, we think, be admitted that the prospects of solicitors are not promising. They are treated differently from every other class of professional men, they are taxed, and not allowed to charge for their labour on a higher scale than was considered a proper remuneration many years ago, when law proceedings and documents of all kinds, which were paid for according to length, were much longer than they now are, and when the expenses of living were much lighter. Why should solicitors pay a yearly tax to be allowed to practise when barristers, clergymen, and doctors are untaxed? It is useless to say the reason is because solicitors are empowered to recover their charges, and that barristers and physicians are not. We should like to see the solicitor who could persuade a leading counsel to take up a case where "nil" was written on the brief. Barristers and physicians obtain much larger incomes than solicitors, and yet it is not thought proper that they should be taxed; why then should solicitors? As a class, solicitors are more careful of the interests of their own clients than of their own; they possess greater power than any other class of men. The certificate duty, however, is only seriously felt by young solicitors and by those of small practice, and the greater portion of the power lies in the hands of men of large business, to whom it is better worth while to pay the duty than to give up the necessary time to agitate for its remission. If, however, the younger and also the less prosperous members of the Profession will take the matter up in an earnest manner, we doubt not but that they will obtain the cordial support of their more powerful and fortunate brethren, and perhaps of the Incorporated Law Society.

Again, Acts of Parliament are continually being passed by which although the labours are increased the profits are diminished. Probably the Judicature Act will considerably affect the solicitors' profits, and the Land Transfer Bill would have had the effect of practically closing many country offices. The large London offices will not seriously feel the effect of a Land Act. They get comparatively few conveyances, their work principally consists of superintending the affairs and properties of men of rank and property, and no Act will affect the work they have to do. Their clients' estates in their land, are of a limited character only, which will be dealt with in the old manner. The only difference such an Act would make to them would be to necessitate the transfer of the legal estate in the land at the Registry office, when new trustees of the settlements were appointed. What will be the result of the Land Act to a county solicitor? Settlements of land except by will are practically unknown, and the only conveyancing work which a country solicitor has is that connected with ordinary sales and mortgages from one man to another. Until the time when the proposed Act comes into operation things will go on as they do now, but when that time arrives a change will occur in the practice and profits of conveyancing. In ordinary sales the country solicitor has to be contented with a fee on a much smaller scale than that suggested by the Law Society, and in ordinary purchases, when the title has to be registered, the purchaser's solicitor will get very little remuneration for his trouble, on account of the quantity of work to be done, and the fees which have to be paid for the registration. Purchasers will not pay heavy solicitors' bills, and, as the expenses are heavy or light, the profit of the solicitor is proportionately less or more. In purchases under £300 or £400, which includes a very large number in country places, the expenses will be so heavy if the solicitor be properly paid, that small sales will altogether cease. When land has been once placed upon the register, except where the owner has been registered as proprietor without a title, which will not happen except where a future dealing is not contemplated, the solicitor's business and consequent profit seems nearly to have vanished. Conditions of sale will be unnecessary; abstracts of title will be things of the past; there will be no preparing or perusing of draft conveyances; all will be done by the aid of documents nearly as short as transfers of stock. With such an easy mode of transfer, the services of solicitors will either be dispensed with, or will be paid for upon a very limited scale, as it is not likely, when the greater part of the present work has been rendered unnecessary, that vendors, purchasers, and mortgagees will pay as much as they now do. In addition to the taking away of their work, the new Bill does not even purpose to give them an opportunity of getting any appointment worth having in offices which will be established to carry out the scheme, the registrars, assistant registrars, and examiners of title will be selected from the Bar, an indispensable qualification for the holder of each office being that he is a barrister of ten years' standing. Surely out of the solicitors who for years, without the aid of counsel, have transacted the conveyancing of a certain district, there must be some quite as competent to fill either of the offices as any barristers, and it would be only fair to give to such men at least an opportunity of holding the offices if they were fortunate enough to get nominations. We again repeat that country solicitors will be the principal sufferers, and no suggestion has been made that any compensation is to be made to them. When the monopoly of the proctors in the Probate Courts was taken away from them, or, to take a more recent case, when the Church of Ireland was disestablished and disendowed, the proctors and clergymen respectively were considered as having vested interests, which were respected. Have not solicitors a vested interest in conveyancing? They only are privileged to do such work, and intruders render themselves liable to punishment. The solicitors have acquired that vested interest by the most legal mode known, viz., by paying for the privilege. It is simply a question of contract. The public, through the Government, say, if you will pay certain moneys towards the expenses of the country to which we should otherwise be liable, and will also undergo a number of years of unremunerative service and study, and then satisfy our nominees that you are proficient in the knowledge of law, we will give you the sole privilege of preparing all documents relating to land, for which you shall be entitled to be paid according to a certain scale. The solicitors accepted the offer, and have performed by far the greater portion of their part of the contract. The public having derived advantage from the payments made by the solicitors, now wish to break the contract, and to do away with the work altogether, so that virtually they accepted payment for no corresponding advantage. The public are not justified in thus breaking faith with solicitors, and if they find the contract too onerous, they should ask to be relieved upon the only terms upon which an ordinary individual would be let off under similar circumstances, viz., by payment in the same way as was done in favour of the proctors and Irish clergymen (a). The solicitors are a persecuted race, and although they have immense power, yet they will not concur in making that power felt. They do not want to keep up the present lumbering and expensive mode of dealing with land, and would willingly do what they can to provide and work out a more simple and less expensive method; but having devoted themselves for many years to the study of conveyancing, and having spent much money in acquiring a thorough knowledge of it, they cannot be expected to make the rod with which to whip themselves for the benefit of the public, unless the latter are disposed to provide some sweets, in the enjoyment of which the pain would be forgotten.

We have week after week published letters and papers which clearly show that unqualified persons are infringing upon the solicitor's domain. The solicitors as a body, however heed them not. They seem to care not that others do work for the monopoly of doing which they have dearly paid. We hear sometimes that there is no remedy against these intruders, or, if there be a remedy, no one has power to set it in motion. If so, why do not the solicitors, through one of their societies, obtain sufficient powers? It is evident that, when a monopoly is sold, the purchasers must be protected against interlopers, and an application has only to be made to Parliament to get the matter rectified. The question to be then asked is very simple, "Will you complete the sale of the monopoly or buy us out?"

(a) We consider this argument fallacious. If every interest which suffered by necessary legislation were to be compensated, a surplus would be a thing unknown.—ED. L. T.

LEGISLATION AND JURISPRUDENCE.

HOUSE OF COMMONS.

Monday, April 20.

THE IRISH GRAND JURY SYSTEM.

In answer to Mr. ERRINGTON, Sir M. BEACH said it was not his intention to bring forward any measure this Session for the purpose of reforming the Irish Grand Jury System, but he was quite aware of the importance of the question, and of the desire very widely felt for an amenement of the present law, and he hoped to be able to give such consideration to the subject during the recess as would enable him to introduce a Bill on it next session.

IMPRISONMENT FOR DEBT.

Mr. BASS asked the Secretary of State for the Home Department whether he was prepared, on a convenient opportunity, to introduce a measure to remedy the admitted defects of the law of imprisonment for debt.—Mr. CROSS replied that after the difference of opinion which had been expressed he could not adopt the phrase "admitted defects of the law;" but if the hon. member would suggest a remedy that was not on the lines on which his Bill was drawn, he would give the subject due consideration.

Tuesday, April 21.

THE JUDICATURE ACT.

Mr. WATKIN WILLIAMS asked the Attorney-General whether it was the intention of Her Majesty's Government to bring in a Bill to postpone the coming into operation of the Judicature Act beyond the time fixed—namely, November next; and, if not, whether he could state how soon the Code of Rules providing the new practice and machinery necessary for the working of the Act will be laid before the profession and the public.——The ATTORNEY-GENERAL.—The Government have not at present any reason to anticipate that it will be necessary to postpone the coming into operation of the Judicature Act beyond the time fixed by the Act—namely, the 2nd of November in the present year. The first division of the Rules of Court directed by the Act to be prepared for the purposes mentioned in the Act is already printed and in the hands of a Committee of Judges for their consideration and advice. The second divion of the Rules is in the press, and will shortly be in the hands of the committee of Judges and of such other persons and bodies as it may be judged right to consult upon the subject, and there is every reason to believe that the remaining rules, with the exception possibly of a few of a more formal character, will be in print and in the hands of the parties referred to before the 1st day of June.

Wednesday, April 22.

PUBLIC PROSECUTORS.

In reply to Sir E. WILMOT, Mr. CROSS said it was not the intention of Her Majesty's Government to introduce a Bill this session for the appointment of public prosecutors. The subject had been under the consideration of the Judicature Commission, and it would be some weeks yet before their report on it was received. When that report was presented it would obtain the most careful consideration at the hands of the Government.

TRIBUNALS OF COMMERCE.

Mr. WHITWELL moved that the order for the second reading of the Tribunals of Commerce Bill, which had been set down for this day, be postponed till June 12. He took this step because an important report of the Judicature Commission, referring to the subject of tribunals of commerce, had only yesterday been published. Moreover, an appendix to the same report had not yet been printed. He trusted that Government, after giving the matter full consideration, would feel warranted in carrying out the reform which the proposals of the commission foreshadowed.——Mr. CROSS explained that the appendix alluded to was not at present in such a state that it could be presented to the House. It would, however, be published the moment it was ready. Meanwhile, it had been thought desirable to print the report separately in order that no time might be lost in placing the House in possession of it. He would take care that it received that consideration which the opinions of so important a commission deserved. The motion was agreed to.

JURIES BILL.

Mr. LOPES, in moving the second reading of this Bill, said it was founded on the Bill which Sir John Coleridge introduced last session to carry into effect the resolution which he (Mr. Lopes) submitted to the House of Commons in 1872, as to the necessity of a comprehensive reform of the law relating to juries. In introducing the present Bill he was not seeking to abolish or discountenance trial by jury, but merely to improve the details of the existing system, and to secure a just and uniform incidence of jury service for all persons qualified to serve. In the first place, it was proposed to increase the area from which jurors were taken by creating some new qualifications. For instance, lodgers would be qualified to serve both on common and special juries, and on the latter class of juries the managers of certain companies would also be liable to serve. At present persons above the age of sixty were absolutely exempt, whereas this Bill provided that no one should be absolutely exempt until he had attained the age of 70, although any person might, if he thought fit, claim exemption at the age of 65. Of course, however, there was a provision that persons suffering from sickness or infirmity might be excused at any time. In the Government Bill of last session it was proposed to increase the qualification of common jurors, but he proposed to retain the old qualification, which was prescribed by the Act of George IV. However, he intended to increase the rating for the qualification of special jurors. Formerly the only qualification was a social one, as no one could serve on a special jury who was not a merchant, banker, esquire, or person of higher degree. A rating qualification was substituted for this by the Act of 1870. If it were possible, he should like to go back to the old qualification, but it would be very difficult to do so, though he might state that since the introduction of the rating qualification the character of special juries had very much changed. He had always contended that the imperfect and inaccurate compilation of the jury lists lay at the root of the unfair incidence of jury service. In support of this view, the hon. member cited the evidence given by several witnesses before the Select Committee of 1867-8, and he proceeded to say he proposed by his Bill that the overseers should be properly paid for the duty they had to discharge. This expense would not, however, be cast upon the rates, and he mentioned that the late Government had admitted the payment ought to be made out of national funds. Again, the present mode of summoning jurors was far from satisfactory, and accordingly the Bill provided that all jury summonses should pass through the post, so that, as the summoning officer and the jurymen would no longer be brought in contact with each other, corrupt practices would henceforth become impossible. Another proposal embodied in the Bill was that in civil cases the number of jurymen might under certain circumstances be reduced to seven. The late Government in their Bill of last year proposed compulsorily to reduce the number of jurors from twelve to seven in all cases except trials for murder. His proposal was that there should be twelve jurymen, as heretofore, in all criminal cases, and he did not compulsorily reduce the mystical number in civil cases. *Primâ facie*, every civil case would be tried by a jury of seven, but either party would be able, on giving formal notice, to have it tried by a jury of twelve. It was proposed that the verdict should be unanimous, and, indeed, the fact that the number of jurymen might be reduced enhanced the necessity of unanimity. The Bill likewise dealt with the question of payment. At present a special juryman was entitled to a guinea for every case he heard, and even the jurors in the great Tichborne case were legally entitled to only one guinea each for their services during that long protracted trial. A common juryman was entitled to 8d. for each case, and this was certainly a very inadequate amount. Under this Bill it was proposed that special jurymen should continue to be paid one guinea, and that common jurors should receive 5s. for each case. Another alteration consisted in the assimilation of the qualification for jurors in boroughs and cities of counties with the qualification now required in the counties by which they were surrounded. A minor provision in the Bill was to the effect that trials were to be continued in the event of the number of jurors being reduced by illness or death. If in the Tichborne case a juror had happened to die, the whole of the proceedings must have been commenced *de novo*, and this would have been neither more nor less than a national misfortune. (Hear, hear.) His proposal was that the judge should have the power in case of death or illness to order a case to go on with a reduced number of jurymen, provided the reduction did not go beyond a certain extent. It was proposed that a jury of twelve should not be reduced below nine, nor a jury of seven below five. By leave of the judge a special jury might be summoned to try criminal cases; and the judge would also be empowered by the Bill to release jurors in criminal trials during the adjournments instead of having them locked up during the whole of the night. One merit of his measure, he ventured to think, was that it embodied a complete digest of the law on the subject of juries. The Government, he had reason to believe, were not opposed to the Bill, and he hoped that at a subsequent stage in its career they would not be disinclined to proceed with it as a Government measure. (Hear, hear.) The hon. and learned gentleman concluded by moving the second reading of the Bill.——Mr. YOUNG, referring to his own experience in New South Wales, said the system of trying civil causes with four jurors had worked very successfully; as had also the plan of allowing three-fourths of the jury to give a verdict after all the members of the jury had deliberated together for a certain number of hours. As for unanimity there was practically no such thing. For instance, during the Tichborne trial, every one must know that in a company consisting of twelve persons or more some one was found who was eccentric enough to imagine that the claimant might possibly be the real man. (Hear, hear.)——Mr. GREGORY admitted there was no magic in the number twelve, but it was a considerable alteration to propose that the number should be reduced to seven, and it would be hardly wise to carry the reduction further. With regard to the question of unanimity, it was a very anomalous thing that one juryman should be able to force terms on the rest, and, as it were, to compel them to split the difference, and, therefore, if in committee the hon. member for Helston would propose some modification of the present system, he would be inclined not only to consider but to entertain it, especially if directed to the prevention of one individual juryman enforcing terms on the rest. His principal reason, however, for addressing the House was to urge the Government either to take up the Bill or to afford facilities for its discussion.——Mr. WATKIN WILLIAMS approved the Bill as a whole, but, after full consideration and hearing all that was to be said in favour of the proposal, he thought it would be a great mistake to reduce the number of jurymen from twelve to seven. Trial by jury in this country had been a most successful institution, and when that was the case it would be very dangerous to meddle with it, for we could not ascertain to what particular circumstances its success had been owing. Besides, if you had twelve men in a jury box, the chances were that some two or three of them would have a special knowledge of the subject, and, if they were men of sense, would be able to guide the remainder of the jury to a right conclusion. If you reduced the number, there would be no security that you would have any men with special knowledge on the jury. He was glad his hon. and learned friend adhered to the principle of unanimity, which a large majority of the most experienced Judges were in favour of maintaining. There was one defect, however, in our present system which he should wish to see dealt with in the Bill, and that was the failure of justice which might arise, especially in the case of a protracted trial such as had recently been held, from the death or serious illness of one of the jurymen. (Hear, hear.) He would also suggest that some accommodation should be provided for persons summoned as jurymen. At present nothing whatever was done for their accommodation, and no remedy was proposed in the Bill.——Sir H. JAMES concurred in what had been said as to the debt of the House to the hon. and learned member for introducing the Bill, and said that, though it could scarcely have fallen into abler hands, he would have some difficulty in passing it unless the Government took it up. The necessity of the Bill no one could doubt. The practical experience of those who came into contact with juries showed that some alteration, particularly in the qualification of special juries, was absolutely necessary. It was advisable that a Bill should be passed as speedily as possible, and therefore he urged the Attorney-General to take charge of this Bill. The provisions of the Bill had been framed after a careful consideration of facts by a select committee, and a Bill like this very nearly passed in the last Parliament, and this was therefore a legacy which the present Government might very well accept. Reserving the subject of qualification for committee, he remarked that the managing directors of companies were selected by the Bill of 1873 as the representatives of 1500 companies having offices in the city, which otherwise evaded the liability of occupancy; but to embrace all directors of the companies would bring in, perhaps, 15,000 gentlemen, many of them living at great distances in the country, and discharging their public duties as residents. One change in the Bill raised a question as between local and Imperial taxation. The Bill of last year was stranded upon what appeared to be a very small rock, the payment of overseers out of the local rates; an adverse opinion was expressed against the continuance of that burden, and the Bill had to be withdrawn. Now that it was proposed to transfer the charge to Imperial taxation the Chancellor of the Exchequer might have something to say. He would adhere to the number of twelve, and would still require unanimity As to the objection that we could not get unanimity, the practical answer was, we did get it; we got it in the *Tichborne* case, and the number of cases in which juries were discharged because they could not agree was far below 1 per cent In some cases it was very well they should be dis

charged, because the evidence was not sufficient to justify them in giving a verdict one way or another. It would be wrong in principle to leave it to the parties to a cause to select the number of a jury; if it were right to have seven or twelve, Parliament ought to say so. Whether the Bill were in the hands of the Government or those of his hon. and learned friend, he would do all he could to assist in the passing of it.——The ATTORNEY-GENERAL said the Bill had been framed upon the recommendations of the Select Committee, and the conclusions at which the House arrived last session, and therefore it now came before the House with much to recommend it. He would give his cordial support to the second reading, and he thanked the hon and learned member for offering to place it in the hands of the Government. He felt very much disposed to accept the offer, seeing the approval which the Bill had received from both sides of the House; and, though he could not do so at once, he would communicate his decision to the hon. and learned member before the day fixed for committee. Whether he could take charge of it or not, he would do all in his power to further it and make it efficient; and he thanked his hon. and learned friend for the care and attention he had bestowed upon the subject.——Mr. GOLDNEY approved the suggestion that the Bill should be taken up by the Government, and said that the late Attorney-General, now Lord Coleridge, last year assented to the principle of charging the jury list on the Consolidated Fund.——Mr. FORSYTH thought it a mistake to insist upon unanimity in civil causes.——Mr. RUSSELL GURNEY said the reason for accepting the verdict of a majority in a civil cause after a jury had been three or four hours in consultation was that a new trial could be granted, and the dissidence of a minority would be an additional reason for granting it. Again and again he had been asked to release juries that could not agree, and when half an hour afterwards a verdict was given it was impossible to suppose that the dissenting jurymen had been convinced. Certainly, twelve jurymen had not the same opportunity for discussion as a lesser number, but the reduction of the number would increase the sense of individual responsibility. He was afraid that special qualifications would bring with them special prejudices. To insist on keeping up the maximum was to increase the burden, and he was afraid that would lead to growing dissatisfaction with the system. He wished by reducing the burden to improve the working of the system. He was glad that it was proposed to disqualify uncertificated bankrupts.——Mr. HUDDLESTON pleaded for better accommodation for jurymen and waiting jurymen, and the isolation of the latter, so as to prevent parties interested in the causes that were coming on communicating with them. With respect to the payment of common jurors, he thought, although 5s. might be ample in London, it certainly would not be sufficient in the country. There was another subject to which he must advert—the deterioration of special jurors. They were no longer of the same class they were some years ago. It was said the deterioration had arisen from the number of gentlemen claiming exemption as commissioners of Income Tax; but he was rather disposed to account for it by the abolition of the old distinction of merchants and bankers, and the reduction of the qualification to a mere money standard. On the part of the Profession he must thank his hon. and learned friend for the introduction of this Bill.——Mr. CROSS would also thank his hon. and learned friend for the great trouble and pains he had bestowed upon this subject, and the care with which he had drawn the Bill. He must also endorse what had fallen from his hon. and learned friend the Attorney-General, that the Government hoped to see a Bill on this subject—either this Bill or this Bill altered in certain particulars—passed before the end of the session. The matter had been under discussion now several years, both in committee upstairs and in the House; and it was ripe for legislation. He need hardly say, however, that matters had been introduced into the discussion to-day on which some difference of opinion prevailed. He would undertake on the part of the Government that these points should have careful consideration before the Bill was set down for committee; and if the Government could not see their way to adopt this Bill they would at all events do their best that some Bill should pass this session.——The Bill was then read a second time.

CONJUGAL RIGHTS (SCOTLAND) ACT AMENDMENT BILL.

Mr. ANDERSON moved the second reading of this Bill, which proposed to amend the Act of 1861, dealing with divorce and other conjugal rights, particularly as affecting the earnings and property of married women deserted by their husbands. The Act had been comparatively a dead letter because the class of women deserted by their husbands were for the most part too poor to go to Edinburgh to apply to the Court of Session for redress. The Act was to them nothing more than a tantalizing mockery. This Bill would remedy the evil by extending the jurisdiction of the Sheriff Courts so as to enable them to deal with all such cases. —— The LORD ADVOCATE certainly thought the principle of this Bill was a right one. The Act, as originally introduced, was a tentative measure, and it was left to the Supreme Courts to decide in these cases. But he was quite sensible of this—that the Sheriff Courts were the proper tribunals before which questions which so much interested the labouring classes should be brought, and he had himself intended, in a measure for the regulation of the Sheriffs Courts of Scotland, to have made provision to that effect. But as the principle was right he assented to it at once. At the same time he would suggest to the hon. gentleman that the 16th clause should be omitted. The Bill was read a second time.

JURY SYSTEM (IRELAND).

On the motion of Mr. BRUEN, it was ordered that the Select Committee on the Jury System (Ireland) do consist of seventeen members, and the O'Conor Don and Sir A. Guinness were added to the committee.

LAND TITLES AND TRANSFER BILL.

(*Continued from p. 436.*)

PART VIII.—*Supplemental Provisions.*

107. *Registrar to ascertain that stamp duties satisfied.*—Before registering any disposition. it shall be the duty of the registrar to ascertain that all such stamp duties as would be payable if the same were an unregistered disposition have been satisfied.

108. *Provision as to land or rent being stated on the register to be free from succession duty.*—Upon the first registration with title absolute or limited, and upon registration upon death, the registrar may, and if requested by the applicant, shall inquire whether the land or rent is subject to succession duty, and shall state on the register the result of such inquiry; and, as regards purchasers for valuable consideration, such statement shall be conclusive in their favour, and in favour of those claiming by, from, through, under, or in trust for them.

109. *If application be after contract and before conveyance, actual registration to be postponed until conveyance.*—Where the applicant for entry on the register is a person who has contracted to buy the land or lease, in respect of which the application is made, he shall not be registered as proprietor thereof until he has produced to the registrar a conveyance of the land, or the lease or assignment of lease.

110. *On application for registration, fee may be made up by concurrence of persons having beneficial estates.*—Any two or more persons entitled for their own benefit, concurrently or successively, or partly in one mode and partly in another, to such estates, interests, or powers in or over land as together make up such an estate, interest, or power as would if invested in one person entitle him to be registered as proprietor of the land, may apply to the registrar to be registered joint proprietors, in the same manner and with the same incidents, so far as circumstances admit, in and with which it is in this Act declared that any individual owner may be registered.

111. *Power to compel production of deeds.*—When an application has been made to the registrar for the registration of any land, if any person not concurring in such application shall have in his possession or custody any deeds, instruments, or evidences of title relating to or affecting such land, to the production of which the applicant, or any trustee for him, or any person having an estate prior to the estate of the applicant under the same will or settlement, is or may be entitled, it shall be lawful for the registrar to require such person to show cause, within a time to be thereby limited, why he should not produce such deeds, instruments, or evidences of title to the registrar, or otherwise, as the registrar may deem fit; and, unless cause be shown to the contrary to the satisfaction of the registrar within the time so limited, such deeds, instruments and evidences of title may be ordered by the registrar to be produced at the expense of the applicant, at such time and place, and in such manner, and upon such terms and conditions as to the registrar shall think fit; but the person ordered to produce may appeal to the court.

112. *Deeds to be marked.*—All deeds, instruments, writings, and evidences of title relating to registered land, belonging to the applicant or to any incumbrancer on the estate or interest of the applicant or his predecessors in title, which are produced to the registrar, or to any examiner of titles, or to the court, at or before the registration of such land, or such (if any) of them as the registrar shall consider sufficient, before they are returned to the person producing the same or entitled to the custody thereof, shall be stamped or otherwise marked in such manner as to give notice to any person inspecting the same that the whole or part of the land to the title of which such deeds, instruments, or evidences relate, is registered under this Act; and when part only is so registered, to show, if reasonably practicable, what such part is.

113. *Provision as to married women.*—A married woman entitled to her separate use, whether restrained from anticipation or not, but, if restrained from anticipation subject to such restraint, shall for the purposes of this Act be deemed a *feme sole*; but where any other married woman is desirous of making any application, giving any consent, or doing any act, or becoming party to any proceeding under this Act. her husband's concurrence shall be required; and she shall be examined by the registrar, or otherwise, as by general orders may be directed, touching her knowledge of the nature and effect of the application or other act, and it shall be ascertained that she is acting freely and voluntarily.

114. *Provision as to other persons under disability.*—Where any person who (if not under disability) might have made any application, given any consent, done any act, or been party to any proceeding under this Act, is an infant, idiot, or lunatic, the guardian or committee of the estate respectively of such person may make such application. give such consent, do such act, and be party to such proceeding, as such person respectively, if free from disability, might have made, given, done, or been party to, and shall otherwise represent such person for the purposes of this Act. Where there is no guardian or committee of the estate of any such person as aforesaid, being infant, idiot or lunatic, or where any person, the committee of whose estate, if he were idiot or lunatic, would be authorised to act for and represent such person under this Act, is of unsound mind, or incapable of managing his affairs, but has not been found idiot or lunatic by inquisition, it shall be lawful for the court to appoint a guardian of such person for the purpose of any proceeding under this Act, and from time to time to change such guardian; and when the court sees fit it may appoint a person to act as the next friend of a married woman for the purpose of any proceeding under this Act, and may from time to time remove or change such next friend.

115. *Crown, &c. lands.*—With respect to land, lease, or charges vested in Her Majesty, her heirs or successors, either in right of the Crown or of the Duchy of Lancaster or otherwise, or vested in any public officer or body in trust for the public service, the public officer or body having the management thereof (if any) or, if none, then such person as Her Majesty, her heirs or successors, shall by writing under her or their sign manual appoint, may (whether the land, lease, or charge be vested in him or them or not) represent the owner of such land, lease, or charge for all the purposes of this Act, and shall be entitled to such notices, and may make and enter any such application or *caveat*, and do all such other acts, as any owner of land for an estate in fee simple, or of any lease or charge or other estate or interest (as the case may be) is entitled to receive, make, enter, or do under the provisions of this Act; and with respect to land, leases, or charges belonging to the Duchy of Cornwall, such person as the Duke of Cornwall for the time being, or as the personage for the time being entitled to the revenues and possessions of the Duchy of Cornwall, shall in writing appoint, may act as and represent the owner of such land, leases, or charges for all the purposes of this Act, and shall be entitled to receive such notices, and may make and enter any such application or *caveat*, and do all such other acts as any owner of land for an estate in fee simple, or of any lease or charge or other estate or interest (as the case may be) is entitled to receive, make, enter, or do under the provisions of this Act; and it shall be sufficient that any affidavits required by this Act be taken or made by any such public officer, body, or person as in this section mentioned, or by any person nominated in writing by any such public officer, body, or person, and in either case, without any solicitor joining in any such affidavit; and it shall not be necessary for any such public officer, body, or person as in this section mentioned to enter into any such bond as in this Act mentioned, nor to give any security for costs, nor shall they or any of them be liable in damages except for any act done wrongfully and without reasonable cause.

116. *Nothing to prevent title being acquired by statute of limitations.*—Nothing in this Act contained shall hinder or prevent any estate, right, title, or interest, being bound or acquired by or under any statute of limitation or by prescription.

117. *Change of registered proprietor and rectification of register.*—Where any court of competent jurisdiction has decided that any person is entitled to any adverse estate, interest, or title, in or to any registered land or lease, and in any case of entry or change of title under a condition, power of entry, or shifting clause, the court may

make an order directing a change of the registered proprietor to be made, or the register to be otherwise rectified, in such manner as it thinks fit; and the registrar shall, on receipt of such order, make the rectification ordered, or the registrar may act without such order in any case in which he shall consider he can properly do so.

118. *Appeal from registrar to the court.*—If any person considers himself aggrieved by any entry or notice being made or omitted to be made in or upon the register, or by the cancelling or altering of any entry or notice in or upon the register, or in respect of any default or unnecessary delay in making, cancelling, or altering any entry or notice, or by the registrar not proceeding with registration, or by the registrar's decision as to the person or persons to be entered as registered proprietor or proprietors, whether the entry shall or shall not have been made, or in any other respect in reference to the register, such person may apply to the court by summons, or in such other manner as the Lord Chancellor may by order direct, for such an order as he may desire to have made; and the court may, upon hearing such application, refuse to make an order, or make such order as it may think fit, and may order payment of costs by the applicant or any other person who may appear upon the application, and if an order be made, the registrar shall give effect thereto, if and as far as necessary.

119. *No alteration of register for irregularities as against persons unless court can and shall provide for protecting their estates and interests.*—An entry in the register shall not be cancelled or altered as against any person having an estate, right, title, or interest for valuable consideration, by reason of any irregularity or informality in, or want or insufficiency of, or defect in, notice of the proceedings prior to the registration, unless by an order of the court; and then only if the court shall be able to provide, and shall by its order provide, for such estate, right, title, or interest not being prejudicially affected.

120. *Entry on register in case of change of trustees of friendly societies, &c.*—The registrar, upon its being proved to his satisfaction that a registered proprietor or proprietors is, or are, a trustee or trustees for any friendly society, or for any other society or body, and that by Act of Parliament real estate is vested in the trustee or trustees, for the time being, of such society or body, and that there has been a change of trustees, and who is, or are, the present trustee or trustees, shall cause an entry to be made in the register of such trustee or trustees as registered proprietor or proprietors.

121. *Inspection of register.*—Subject to such regulations as may be imposed, and to the payment of such fees as may be fixed by general orders, any person registered as proprietor of any land, lease, or charge. and any person authorised by any such proprietor, or by an order of the court, or who has caused to be entered on the register any notice or *caveat* affecting such land, lease, or charge, and the solicitor, or agent, or clerk of the solicitor, or agent of any such person, but no other person, may inspect and make copies of and extracts from any register or document in the custody of the registrar relating to such land, lease, or charge.

122. *Costs of trustees.*—All costs, charges, and expenses incurred by any trustee in or about any application for registration under this Act shall be deemed to be costs, charges, and expenses incurred by him in the execution of his trust, and he may retain or reimburse the same to himself out of any money coming to him under his trust, or, if necessary, he may raise the amount thereof by charging the trust estate.

123. *The court may direct by and to whom and in what proportion costs of registration shall be borne and paid.*—The court, upon the application of any registered proprietor for the time being, or of any person beneficially interested in any land, lease, or charge, may, by order, direct by and to whom and in what proportions the cost and expenses of and incident to any registration or other proceeding under this Act shall be borne and paid.

124. *Jurisdiction of equity in cases of actual fraud.*—Nothing contained in this Act shall take away or affect the jurisdiction of any court administering equity to give relief on the ground of actual fraud, but express or constructive notice of any such equity of redemption or equitable estate, right, title, or interest or *lis pendens*, shall not by itself be deemed actual fraud.

125. *Protection and priority by legal estates and tacking not to be allowed.*—After the commencement of this Act, no priority or protection shall be given or allowed to any estate, right, title, or interest in land, whether there shall or shall not be a registered proprietor thereof, by reason or on the ground of such estate, right, title, or interest being protected by or tacked to any legal or other estate or interest in such land, and full effect shall be given in every court to this present provision, although the party claiming such priority or protection as aforesaid shall claim as a purchaser for valuable consideration and without notice: Provided always, that this present clause shall not take away from any estate, right, title, or interest any priority or protection which but for such provision would have been given or allowed thereto as against any estate or interest existing before the commencement of this Act.

126. *Power for proprietor to pay incumbrance into court when he cannot otherwise discharge the same.*—If in any case the registered proprietor of land, or a lease or charge, shall be desirous of discharging any charge created under this Act, or any other incumbrance affecting such land, lease, or charge, and shall from any cause be unable so to do so as effectually to clear the title to such land, lease, or charge therefrom, he shall be at liberty to treat himself as being a trustee of the amount of such charge or incumbrance, and to pay the same into court under the Act for better securing trust funds and for the relief of trustees; and upon such payment being made the land, lease, or charge shall be effectually discharged from the charge of incumbrance, and that whether there was or was not just ground for such payment, the person making such payment being nevertheless liable to be ordered to pay costs occasioned by such payment, in case the court to which application shall be made as to the sum paid into court shall consider that such payment was unnecessary.

127. *Suppression of deeds and evidence.*—If in the course of any proceedings in pursuance of this Act, any person intervening in such proceedings as principal or agent, with intent to conceal from the registrar or the court the title or claim of any person, or to substantiate any false claim, wilfully suppresses, assists in suppressing, or is privy to the suppression of any document in his possession or any fact within his knowledge, the person so suppressing, assisting in suppressing, or privy to suppression, shall be guilty of a misdemeanour, and upon conviction shall be liable to be imprisoned for a term not exceeding two years, with or without hard labour, or to be fined such sum as the court by which he is tried may award.

128. *Certain fraudulent acts declared to be misdemeanors.*—If any person fraudulently procures, assists in fraudulently procuring, or is privy to the fraudulent procurement of any order of the court under this Act in relation to fraud, or to a lease or charge, or fraudulently procures, assists in fraudulently procuring, or is privy to the fraudulent procurement of any entry on the register, or on any certificate, or of any erasure from or alteration of the register or any certificate, or any indorsement, or to the wrong dating any indorsement on a certificate, or if any person shall, without the authority of any person whose address has been furnished to the registrar, with intent to defraud, furnish to the registrar a new place of address, such person shall be guilty of a misdemeanor, and be liable to imprisonment for any term not exceeding two years, with or without hard labour, or to be fined such sum as the court by which he is tried may award; and any order procured by fraud, and any act consequent on such order, and any entry, erasure, or alteration so made by fraud, shall be void as against all parties or persons privy to such fraud.

129. *False declarations.*—If any person in any affidavit required or authorised to be made for any purpose under this Act wilfully makes a statement false in any material particular, he shall be guilty of a misdemeanor, and shall be liable to imprisonment with or without hard labour for any term not exceeding two years, or to be fined such sum as the court by which he is tried may award.

130. *Saving of civil remedy.*—No proceeding or conviction for any act hereby declared to be a misdemeanor shall affect any remedy which any person aggrieved by such act may be entitled to, either at law or in equity, against the person who committed such act.

131. *Saving of obligation to make discovery.*—Nothing in this Act contained shall entitle any person to refuse to make a complete discovery by answer in any legal proceeding, or to answer any question or interrogatory in any civil proceeding in any court; but no such answer or any answer to any such question or interrogatory shall be admissible in evidence against any person in any proceeding under this Act.

132. *Order of registrar may be made order of the court.*—Any order of the registrar under this Act may, by an order of course of the court, be made an order of the court, and shall then be enforceable by and as an order of the court.

PART IX.—*Office of Land Registry, General Orders, "the Court," Appeals from the Court, Abatement, Receiver, Forms of Transfer.*

133. *Constitution of land registry office.*—There shall be an office in London to be called the Office of Land Registry, the business of which shall be conducted by a registrar, with the aid of such assistant registrars, whose acts shall be deemed to be the acts of the registrar, examiners of title, clerks, messengers, and servants as the Lord Chancellor may fix, with the consent of the Lords Commissioners of Her Majesty's Treasury.

134. *Appointment of registrar.*—The registrar shall be appointed by Her Majesty by letters patent, and shall be a barrister of ten years' standing at the least, and shall hold his office during good behaviour. Upon any vacancy occurring in the office of registrar, Her Majesty may in like manner appoint his successor.

135. *Appointment of assistant registrars and other officers.*—The assistant registrars and examiners of title, shall be barristers of ten years' standing at the least, and shall be appointed by the Lord Chancellor, and may be removed by him for negligence, want of skill, untrustworthiness, or inability to perform their duties. The clerks shall be appointed by the Lord Chancellor, and shall hold their offices during his pleasure, and upon any vacancy occurring in the office of assistant registrar, examiner of title, or clerk, the Lord Chancellor may appoint another person in his place. The messengers and servants shall be appointed by the registrar, and shall hold their offices during his pleasure, and all the assistant registrars, clerks, messengers. and servants shall, in the execution of their duties, conform to such regulations as may be issued by the registrar.

136. *Salaries and expenses.*—There shall be paid, out of the moneys to be provided by Parliament,—

To the registrar, a salary of pounds a year:

To the assistant registrars, clerks, messengers, and servants, such salaries as the Lord Chancellor, with the consent of the Lords Commissioners of Her Majesty's Treasury, shall determine:

All incidental expenses of carrying this Act into effect.

137. *Retiring pension of registrar.*—Her Majesty may, by Letters Patent under the Great Seal of the United Kingdom, grant to any registrar after a service of twenty years, if he shall then have attained the age of sixty years, or in the event of his being disabled by permanent infirmity from the performing of the duties of his office, a pension by way of annuity, not exceeding two thirds of his salary, to continue during his life.

138. *Superannuation of officers other than registrar.*—The Lord Chancellor may, with the consent of the Lords Commissioners of Her Majesty's Treasury, order to be paid to any officer or person employed in the registry office, other than the registrar and examiners of title, who is disabled by permanent infirmity for the performance of the duties of his office, or who has attained the age of sixty years and has served in the registry office for twenty years and is desirous of resigning such superannuation allowance as is authorised with respect to persons in the permanent civil service of the State by The Superannuation Act, 1859.

139. *Office of registry to have seal.*—A seal shall be prepared for the land registry office; and any instrument purporting to be sealed with such seal shall be admissible in evidence, and if a copy the same shall be admissible in evidence in like manner as the original.

140. *Registrar to frame and promulgate rules, forms, and directions for facilitating proceedings —Lord Chancellor may annul, &c. same.*—The registrar shall conduct the whole business of registering land under this Act. He shall frame and cause to be printed and circulated or otherwise promulgated such rules, forms, and directions as he may deem requisite or expedient for facilitating proceedings under this Act, or otherwise in reference thereto, and may, from time to time, and shall if and when directed by the Lord Chancellor annul and vary such rules, forms, and directions as he may think proper, or as may be directed by the Lord Chancellor.

141. *Registrar, &c., may administer oaths, &c.* —The registrar and assistant registrars are hereby empowered to administer oaths and take statutory declarations in lieu of oaths in all proceedings under this Act.

142. *Power of registrar to summon witnesses.*—The registrar, and any assistant registrar acting for him, may, by summons under the seal of the registry office, require the attendance of all such persons as he may think fit in relation to the registration of any title; he may also, by summons under his hand, require any person having the custody of any map, survey, or book made or kept in pursuance of any Act of Parliament to produce such map, survey, or book for his inspection; he may examine upon oath any person appearing before him, and he shall allow to every person summoned by him the reasonable charges of his attendance, and order payment thereof by the applicant for registration, who shall be liable to pay the same accordingly.

143. *Penalty for non-attendance or refusal to answer questions.*—If any person, after the delivery to him of such summons as aforesaid, or of a copy thereof, wilfully neglects or refuses to

attend in pursuance of such summons, or to produce such maps, surveys, books, or other documents as he may be required to produce under the provisions in this Act contained, or to answer upon oath or otherwise such questions as may be put to him by the registrar or assistant registrar under the powers of this Act, he shall incur a penalty not exceeding twenty pounds, the amount thereof to be fixed by an order of the registrar; provided that no person shall be required to attend in obedience to any summons unless the reasonable charges of his attendance be paid or tendered to him.

144. *Indemnity of registrar.*—The registrar and assistant registrars shall not, nor shall any person acting under their respective authority, be liable to any action, suit, or proceeding for or in respect of any act or matter *bonâ fide* done or omitted to be done in the exercise or supposed exercise of the powers of this Act.

General Orders.

145. *General orders.*—The registrar shall, with the sanction and under the direction of the Lord Chancellor, from time to time make, and from time to time rescind, alter, or annul, general orders for keeping the register, and for regulating the manner of registering land and the transfer and transmission and devolution of land, and of entering and cancelling notices and *caveats*, and as to the mode of lessees and devisees proving their titles, and as to printing any documents, and for fixing the costs to be charged by solicitors for obtaining or incidental to or consequential on the registration or any other matter required to be done in or about the carrying this Act into execution, and for fixing times within which there may be appeals or applications to the court, and appeals from the court to the Court of Appeal therefrom, and generally as to any other matter or thing in respect of which it may be considered expedient to make orders for the purpose of carrying this Act into execution. All orders made in pursuance of this section shall be of the same force as if enacted in this Act, and shall be judicially noticed.

Fees.

146. *Amounts to be determined by registrar with sanction of Lord Chancellor.*—The registrar shall, with the sanction of the Lord Chancellor, determine the amount of payments to be made with respect to the following matters:

The first entry on the register of title of a proprietor of land, or a lease, or charge:

The registration of transfers, and transmission and devolution of land, leases, and charges, and all other matters to be done by the registrar:

And the registrar may, with the like sanction, from time to time alter any amounts so determined.

147. *Principle on which fees to be determined.*—In determining the amount of fees payable under this Act, regard shall be had to the following matters:

(1) In the case of the registry of land, or of any transfer of land, or on the occasion of a sale, to the value of the land, as determined by the amount of the purchase money:

(2) In the case of the registry of land, or of any transfer of land not upon a sale, to the value of the land, to be ascertained in such manner as may by general order be directed:

(3) In the case of the registry of a lease to the amount of reserved rent and premium (if any), and in the case of a transfer of a lease, if upon a sale, to the amount of purhase money; and if not upon a sale, to the value of the lease, to be ascertained in such manner as may by general order be directed:

(4) In the case of registry of a charge, or of any transfer of a charge, to the amount of such charge.

Subject, nevertheless, to the qualifications following:

(1) A maximum amount shall be fixed, and in cases where the value of any land or the amount of any charge exceeds such maximum, fees may be made payable in respect of such excess on a reduced scale:

(2) Where increased labour is thrown on the registrar by reason of the severance of the parcels of an estate, the entry of a new description of parcels, or of any other matter, an increased sum may be charged.

Provided always, that no fees shall be payable in respect of the first entry in the register of title of a proprietor of land, or lease, registered under the Act twenty-five and twenty-six Victoria, chapter fifty-three, hereinafter referred to.

148. *Rules as to collection of fees.*—The following rules shall be observed with respect to the collection of fees:

(1) All fees payable in respect of registration shall be received by stamps denoting the amount of fees payable, and not in money:

(2) When any fee is payable in respect of a document, a stamp denoting the amount of fee shall be affixed to or impressed on such document:

(3) The Commissioners of Inland Revenue shall provide everything that is necessary for the collection of the moneys hereby directed to be paid by stamps, and shall appoint proper persons to sell and distribute such stamps:

(4) The Commissioners of Inland Revenue shall make regulations for the allowance of such stamps issued in pursuance of this Act as may be spoiled, or for which the owner has no immediate use, or which, through inadvertence or mistake, may be improperly or unnecessarily used.

All fees payable and penalties incurred under this Act shall be paid into the receipt of Her Majesty's Exchequer and carried to the account of the consolidated fund of the United Kingdom of Great Britain and Ireland.

149. *Stamp Acts to apply to stamps issued under Act.*—The several Acts for the time being in force relating to stamps under the care or management of the Commissioners of Inland Revenue shall apply to the stamps to be provided in pursuance of this Act, and to any document on or to which such stamps may be impressed or affixed, and to collecting and securing the sums of money denoted by stamps, and to preventing, detecting, and punishing all frauds, forgeries, and other offences relating thereto, as fully as if such provisions had been herein repeated and specially enacted with reference to the said last-mentioned stamps and sums of money respectively.

150. *Lord Chancellor may fix scale of costs.*—The Lord Chancellor may from time to time fix a scale of fees to be paid to the examiners of title, and also of costs to be paid to solicitors or certificated conveyancers, in respect of any service to be rendered by them in any matter relating to proceedings under this Act, and he may from time to time alter any such scale when fixed, and any scale of costs so fixed may, if the Lord Chancellor thinks fit, be based on an *ad valorem* principle.

151. *Orders, &c., to be laid before Parliament.*—All general orders, scales of fees, and costs, made and fixed under this Act, shall be laid before Parliament forthwith, if Parliament is sitting, and if not, within fourteen days after the next sitting of Parliament.

The Court.

152. *Definition of "the court."*—For the purposes of this Act, "the court" shall mean Her Majesty's High Court of Justice established by the Supreme Court of Judicature Act, 1873, or such other court as may by an order of the Lord Chancellor be prescribed for any particular purpose. The Lord Chancellor may from time to time annul an order made under this section, and make another order in lieu thereof. Any jurisdiction of any court under this Act may be exercised by a judge of the court sitting in open court or in chambers, or otherwise, as the Lord Chancellor may by a general order direct.

153. *Power to assign business to particular judges.*—The Lord Chancellor may from time to time assign the duties vested in the court under this Act to any particular judge or judges of that court, and provide for some other judge or judges acting at such times, or under such circumstances, as he may direct.

Appeals from the Court.

154. *Appeal from "the court."*—Orders of a judge of "the court" shall be subject to appeal in like manner as orders of that court may in other cases be appealed from, subject, however, to any general order which may limit the time for appealing.

Abatement.

155. *Proceedings for registration not to abate by death, &c.*—In case of death, or transfer, or change of interest pending proceedings for registration, the proceedings therein shall not abate, but the proceedings may be continued as the registrar or assistant registrar may consider proper under the circumstances.

Forms of Transfer.

156. *Forms of transfer in schedule may be adopted.*—The registered proprietor of land or a lease may convey, assign, or charge the same respectively by instruments in the forms mentioned in the schedule hereto, and the registered proprietor of a charge may transfer the same by an instrument in the form mentioned in such schedule, and such instruments shall be as complete and effectual as any other form of conveyance or transfer would have been either at law or in equity.

157. *Forms may be varied as the circumstances require, and covenants, &c., may be added thereto.*—The forms contained in the schedule may be altered to meet the circumstances of every case, and the conveyances made in such altered forms shall be valid and effectual, and there may be added to the forms any covenants or other provisions.

158. *New forms may be made.*—The registrar, with the sanction of the Lord Chancellor, may from time to time make such alterations in such forms contained in the schedule hereto as he may deem requisite; he shall publish any form when altered in the *London Gazette*, and upon such publication being made it shall have the same force as if it were mentioned in the schedule of this Act.

PART X.—*District Registries.*

159. *Power to form district registries by general orders.*—And whereas it may be found expedient to create district registries where it appears probable that the amount of business to be transacted in a particular district will be sufficient to pay the expenses of a registry in the district, be it enacted, as follows:

The Lord Chancellor, with the concurrence of the Commissioners of Her Majesty's Treasury, shall have power by general orders from time to time:

(1) To create district registries for the purposes of registration of title of land within the defined districts respectively, and to alter any districts which shall been so created:

(2) To direct, by notice to be published in the *London Gazette*, when (upon or after the commencement of this Act) registration of title is to commence in any district, and the place at which lands are to be registered:

(3) To commence registration of land in any one or more district or districts, pursuant to any such notice:

(4) To direct by what district registrar, assistant district registrars, officers, and servants the business of registration in each district is from time to time to be conducted:

(5) To fix the salaries, pensions, and superannuation allowances of the district registrars, clerks, messengers, and servants of such districts, which shall be paid out of moneys to be provided by Parliament.

160. *The Lord Chancellor may make new orders—Orders to be laid before Parliament.*—The Lord Chancellor, with the like concurrence, may from time to time annul any order so made, or make new orders in substitution for any such orders. Any orders made in pursuance of this and the immediately preceding sections shall be of the same force as if enacted in this Act and shall be judicially noticed. They shall be laid before both Houses of Parliament within three weeks after they are made, if Parliament be then sitting, and if Parliament be not then sitting, within three weeks of the beginning of the then next session of Parliament.

161. *The district registrar.*—Each district registrar and assistant district registrar shall be a barrister of at least ten years standing. He shall be appoined from time to time by the Lord Chancellor, and shall hold his office during good behaviour.

162. *Examiners of title.*—The examiners of title for any district shall be the persons appointed as aforesaid by the Lord Chancellor, but the Lord Chancellor may appoint any other person or persons qualified as aforesaid examiner or examiners of title for the district. Any such examiner may be removed as above mentioned.

163. *Clerks, &c.*—The clerks of the district registry shall be appointed from time to time by the Lord Cancellor, and shall hold their offices during his pleasure; and the messengers and servants shall be appointed by the district registrar, with the approval of the Lord Chancellor, and shall hold their offices during his pleasure; and the clerks, messengers, and servants shall, in the execution of their duties, conform to such regulations as may be issued by the district registrar.

164. *Seal for district registry.*—A seal shall be prepared for each district registry office and any instrument purporting to be sealed with such seal shall be admissible in evidence, and if a copy, the same shall be admissible in evidence in like manner as the original.

165. *Powers of district registrar, and appeals from him—Lord Chancellor may by general order require preliminary proceedings to be before the registrar.*—Each district registrar and assistant district registrar shall, as regards the land within his jurisdiction, have the same powers and indemnity as are herein given to the registrar and assistant registrars, and there shall be the same appeal as in the case of the registrar; and any orders made by a district registrar or assistant district registrar may in like manner be made orders of and be enforced by the court. Provided always, that the Lord Chancellor may, by a general order or orders, make provision for the duties of district registrar, as regards [illegible] any

of the proceedings preliminary to first registration, or as regards any matters which the district registrar has to determine, or any other matters, being performed by the registrar or his assistant, and for any district registrar, in any cases obtaining the directions from or acting with the sanction of the registrar or his assistant; and any such orders may from time to time be rescinded, altered, or annulled by the Lord Chancellor, and all orders made in pursuance of this section shall be of the same force as if inserted in this Act, and shall be judicially noticed.

166. *General orders, &c. to apply to district registries, unless separate orders, &c. made.*—Such forms and directions as shall be from time to time framed and promulgated by the registrar, and such general orders as shall be made from time to time by the registrar, with the sanction and under the direction of the Lord Chancellor, shall apply to and be in force within all the districts, and the fees determined by the registrar, with the sanction of the Lord Chancellor, as aforesaid, shall be the fees payable in all the districts. But the registrar, with the sanction of the Lord Chancellor, may from time to time frame, promulgate, and make separate forms and directions and orders, and determine separate fees for any district or districts, and annul or alter the same from time to time.

PART XI.—*As to Existing Registries.*

167. *Transfer of existing staff to new registry office.*—The registrar, assistant registrar, examiners of title, clerks, messengers, and servants at the time of the commencement of this Act attached to the office of land registry, under an Act passed in the session of the twenty-fifth and twenty-sixth years of the reign of Her present Majesty, chapter fifty-three, intituled "An Act to facilitate the Proof of Title to and the Conveyance of Real Estate," shall, from and after the commencement of this Act, be transferred and attached to the office of land registry constituted by this Act, and shall be considered for all purposes as having been appointed under this Act to their respective offices; and they and their successors shall, for all the purposes of the said Act twenty-five and twenty-six Victoria, chapter fifty-three, so far as it will remain in operation after the passing of this Act, but not so as to entitle any of them to to any other salaries than as officers appointed under this Act, and for all the purposes of the Act passed in the session of the twenty eighth and twenty-ninth years of the reign of Her present Majesty, chapter seventy-eight (the Mortgage Debenture Act, 1865), be deemed and considered to be officers appointed and acting under the said Act twenty-five and twenty-six Victoria, chapter fifty-three, and having to discharge the duties belonging to such offices.

168. *Transfer of books and papers.*—All books, documents, papers, and chattels in the possession of the office of land registry as constituted before the passing of this Act, or in the official possession or custody of any person attached to or performing any duty in aid of such office, shall be transferred to the office of land registry as constituted by this Act, or the same officer actnig under this Act.

169. *Land or rent registered under this Act not to be registered under the now existing Registry Act, or in Middlesex, or other now existing local registry.*—Any land or rent which ought to be registered under the provision herein contained for compulsory registration, or of which there shall be a registered proprietor under this Act, shall not, as regards the estate in respect of which there ought so to be or there shall have been registration under this Act, be registered under the said Act twenty-five and twenty-six Victoria, chapter fifty-three, or as regards land in the west and north ridings of the county of York, the east riding of the same county, the town and county of the town of Kingston-upon-Hull, and the county of Middlesex respectively, in the registries for the same ridings, town and county, and county respectively, from and after the commencement of this Act.

170. *If application made for registration under this Act of land registered under Act of* 1862, *registrar may dispense with proceedings.*—Upon any application for registration under this Act of a proprietor of land registered under the said Act twenty-five and twenty-six Victoria, chapter fifty-three, the registrar may dispense with such (if any) of the proceedings under this Act as he shall consider proper to be dispensed with under the circumstances.

171. *The Declaration of Titles Act repealed.*—The Act twenty-five and twenty-six Victoria, chapter sixty-seven, intituled "An Act for obtaining a Declaration of Title," shall be repealed.

THE SCHEDULE.

Form of Transfer of Land.

Dated this day of

I, A.B., of in consideration of [*five thousand pounds*] paid to me, grant to C.D. &c., and his heirs for ever, all [*insert description*].

Signed and sealed by A.B.

Witness,

Form of Transfer of Rent.

Dated this day of

I, A.B., of in consideration of [*five thousand pounds*] paid to me C.D., &c., and his heirs for ever, all that perpetual rent of £ , issuing and payable out of all [*insert description*].

Signed and sealed by A.B.

Witness,

Form of Transfer of Lease.

Dated this day of

I, A. B., of in consideration of [*five thousand pounds*] paid to me, assigns to C.D., his executors, administrators, and assigns, for the residue of my term of [*state term*] therein, all [*insert descriptions*].

Signed and sealed by A.B.

Witness,

Form of Charge.

Dated this day of

I, A.B., of in consideration of [*five thousand pounds*] paid by C.D., to charge [*insert description*] with the payment to the said C.D., of the sum of £ , with interest thereon at the rate of per cent. per annum on the day of 18 (or with the payment of the annual sum of £ , payable half-yearly on the day of and day of for ever) or during [*stating the term*]. C.D. is to have a power of sale on non-payment at the time appointed for payment.

Signed and sealed by A. B.

Witness,

Form of Transfer of Land or Rent by way of Indorsement.

I, the within-named A.B., in consideration of [*five thousand pounds*] paid to me by C.D., transfer to C.D. and his heirs for ever the within-mentioned lands [or rent].

Dated this day of

Signed and sealed by A.B.

Witness (as above).

Form of Transfer of Charge.

I, the within-named A.B., in consideration of [*five thousand pounds*] paid to me, do transfer to C.D., his executors, administrators, and assigns, the within-mentioned charge.

Dated this day of

Signed and sealed by A.B.

Witness,

SOLICITORS' JOURNAL.

WE desire to call the attention of solicitors to a statutory interference with their privileges, which should be repealed forthwith—the rule which prohibits one attorney from appearing as the advocate of a client of another attorney in the County Courts. It is true that in practice the judge is sometimes deceived, and the rule evaded; but it is not to evasion and deceit that we ought to look for the protection of our professional rights. In these days "the amending hand" that old Plowden blessed, is being laid on all institutions; attorneys-at-law have raised at least themselves (whatever may be the case with the "higher branch"), by an active system of training and examination, from the status of the common attorney of the seventeenth century to the rank of a truly learned profession; and such men in such times, and under such circumstances, may well venture to know their rights, and, knowing, to maintain them. What then, is the present rule on the above subject? Under the County Courts Act 1852 (15 & 16 Vict. c. 54), a party to a suit in those courts may be represented by (1) An attorney acting generally in the suit for such party, but not an attorney retained as an advocate by such first-mentioned attorney. (2) A barrister retained by or on behalf of the party. (3) Any other person sanctioned by the judge. Our readers will note the difference between this and the *original* County Courts Act, under which there might appear (1) Any attorney, (2) A barrister instructed by an attorney, (3) Any other person sanctioned by the judge. In other words, in 1846, an attorney might appear either as the direct representative of the party, or as instructed by that representative; whilst a barrister, as Bar etiquette still requires, could appear only upon an attorney's instructions. But in 1852 the scene changes; a cry is raised of "The Bar in danger!" Lord Brougham comes to the rescue, and not only does the barrister free himself from the obligation—the ancient and accustomed obligation of his order — to take his instructions from attorneys only, but, not content with this, he imposes a new and needless restriction upon these unfortunate attorneys themselves. Henceforward the barrister may appear, whether 'instructed' or 'uninstructed' by a member of the lower branch; but 'instructed' the attorney must never be by an attorney! Whatever grounds there might be for revolutionizing the traditions of the Bar and allowing them to come into direct contact with suitors, there assuredly were none whatever for limiting the freedom of the attorney-at-law. As Lord Robert Grosvenor urged in the House of Commons (118 Hansard, 786): "no case was brought forward in which the advocate-attorneys had abused the trust reposed in them; and having himself witnessed how well and inexpensively justice was administered under the present method of proceeding, he should be sorry to alter it." The original aim, indeed, no doubt, was to exclude the advocacy of attorneys in any form; but so glaring an attempt at monopoly failed, and this humbler measure was devised instead. But "Give us a monopoly of pure advocacy," was still the demand; and when one hears of a monopoly, one knows pretty well that something is rotten in the state of Denmark. What is the practical effect of the enactment of 1852? Just this, to make it difficult for an attorney who wishes his conduct to be straightforward and aboveboard, to devote himself wholly to the practice of simple advocacy. Yet it is certain that instead of this being rendered difficult, it is the very thing which should be made easy, both for the sake of the *public especially* and for the sake of the Profession. For the sake of the public, because the advocate who is an attorney acts under a sense of the contingency of an action for negligence, whilst the barrister's fee brings with it no such responsibility. For the sake of the Profession, for two reasons: first, because the more singly a man devotes himself to one field of labour, the more effectually and promptly will his work be done; as Chief Justice Cockburn puts it, "Division of labour, which has done such wonders in art and manufactures, will work equally well in the administration of justice. It is impossible that a man whose time is devoted to getting up the details of cases and preparing documents, should be as competent an advocate as one who has greater leisure on his hands." Secondly, for a reason on which the Bar themselves most strongly insist whenever their monopoly of the Superior Courts is in any way threatened. They urge against the attorney—and they urge most truly—that (to again adopt Chief Justice Cockburn) "It is of the utmost importance to preserve the rule that an advocate should never communicate with the party or the witnesses; and to make it the essential duty of a third party to examine the witnesses, to find out what they know, and to ascertain how far the evidence will establish the points of the case." In other words, an advocate who speaks from written instructions will take a calmer and a fairer course than one who has come into contact with the interested or angry parties, and has perhaps caught something of their heat, or even been solicited by coarser temptations from them. But true as this is, it seems rather strange that it should be insisted on only when the object is to keep the attorney from intruding on the Bar, and wholly laid aside when the Bar begin to intrude on the attorneys. If an advocate should always be instructed by a second professional man, why did the Bar demand a statutory right to appear in the County Courts uninstructed, and (a yet more glaring contradiction of the rule) with what face can they absolutely enact its opposite, and claim a statutory prohibition against an attorney's ever being so instructed? Surely if a breakwater is absolutely necessary between even the respectable suitors of the Superior Courts and their advocates, it cannot be less so, it must be trebly so, between the attorney of the County Courts and the suitors there. Let it be remembered that there is many a provincial County Court near which no barrister resides, and many a suit in which the £1 3s. 6d., or £3 5s. 6d., seems an unwarranted addition to the costs. Let this division of labour amongst us take place openly, and a great boon will be won for solicitors. The attorney who is an advocate can then give himself to his work uninterruptedly, and do new credit to our branch of the Profession. A solicitor who is not an advocate will no longer be compelled either to go into courts where he cannot appear with justice to himself, or to send away intimate clients to the office of another member of the Profession; but will have a new, a useful, and a definite sphere of action marked out for him. The following clause has already obtained the sanction of the House of Commons (15th July 1851), and was superseded by the clause of 1852, only through the influence of the Upper House. Probably no better clause could be devised for our purpose; it restores our old rights of 1845, and does not interfere with the new right claimed in 1852 by the Bar for themselves. "In all proceedings in any county court it shall be lawful for any person who is a party to the suit on either side, or for a duly certificated attorney or solicitor, retained by, or on behalf of such party, or for a barrister-at-law retained by or on behalf of such party, or by leave of the judge for any other person allowed by the judge to appear instead of such party, to appear and to address the court, without any right of pre-audience or exclusive audience, but under such regulations for the orderly transaction of the business of the court as the judge may from time to time prescribe."

EVERY profession—save that of a solicitor—has high distinctions bestowed upon it, the barrister-at-law has reward for mental labour and indefatigable working in the discharge of his duties be they what they may, he finds his way into the House of Lords, or he is encouraged and stimulated to

unusual exertions in view of the Woolsack, or the attorney, or solicitor-generalship, or a judgeship, or some one or other of the many offices which are held out to him as a tempting bait, which, if no other, is sometimes, as a *dernier resort*, some office, which solicitors, in the idle vigil which they keep over their own professional interests, are apt to think should be bestowed upon one of their own body. The medical profession has in its ranks many who have received the just rewards which their distinguished services have merited; so with the clerical profession, and so may we not say with men in almost all occupations of life. It is left for the solicitor to look to his profession and find amongst its members many who should have received distinction, either politically or professionally, or in connection with municipal work, but who are always overlooked. If these men, from motives of meritorious ambition, desire to pass to the other branch of the legal profession, the answer is practically "No," for the rules of the Inns of Court confront such. Lord Chancellor after Lord Chancellor whenever obliged to speak of our profession is able conscientiously to extol our good deeds to the skies and to tell the public that there is no higher avocation than that of solicitor family solicitor say, trusted with every secret, th keeper of the clients' very consciences; or again the active and zealous political agent is often a solicitor. The head and chief for years of some large municipality expending much time and money in discharge of important public duties is frequently a solicitor. What would not the astonishment of solicitors be if some morning the daily papers announced that Mr. So-and-So, attorney-at-law, in consequence of the services rendered here or there, or in this or that direction, had been appointed to a judicial office of distinction, or say that the President of the Council of the Incorporated Law Society had, at the instigation of the Prime Minister or the Lord Chancellor, been appointed to this post or that office in recognition of his services to his profession and in recognition of the large share of public service undertaken by solicitors throughout the country. Whatever the exertions or standing of a solicitor in his profession, it is unusual to recognise such in any way. It is therefore with the utmost gratification that we learn that a Conservative Prime Minister again steps out of the beaten track. Mr. Philip Rose (formerly of the firm of Messrs. Baxter, Rose, Norton, and Co.) has had conferred upon him the honour of a baronetcy. Sir Joseph Heron, a solicitor, is town clerk of Manchester, and Sir W. B. Drake, a solicitor, is a member of the firm of Messrs. Bircham Dalrymple, Drake and Co. The distinction in the cases of the first and last named gentlemen was for political services, and that of Sir J. Heron we believe for professional services in relation to municipal work. We trust that higher distinction is in store for solicitors, and that they are yet to be entrusted with the duties of new offices connected with their profession, for which they are so often especially qualified.

THE jurisdiction of the Lord Mayor's Court is, rightly or wrongly, practically undergoing considerable extension, so that not only do country solicitors find their clients, defendants in such actions, but solicitors in the West-end of London are constantly similarly situated; and complaint reaches us, that contrary to the practice which obtains at the common law judge's chambers, by which orders are drawn up directly they are made on a summons, it is often necessary for clerks to make a double journey to the registrar's office of the Mayor's Court in consequence of the great delay which often takes place in drawing up orders made in reference to the business of this court. It is very important that no time should be lost in filling up the vacant office of registrar, which has now been long vacant, and which may partly account for the delay in question.

WE should have been pleased to see the action of the solicitors of Southampton in reference to the Lord Chief Justice in connection with the *Orton* case, and which we publish elsewhere, followed by other solicitors. No judge on the Bench is held in higher respect and esteem by our branch of the Profession than Sir Alexander Cockburn, for whilst he is ever ready to expose and denounce unprofessional conduct, he is at all times equally willing to recognise the position of trust and confidence which devolves upon us in relation to the public generally.

SOLICITORS have certainly reason to complain of the conduct of Mr. Justice Brett towards members of our body. At the trial of Jean Luie, which lately took place at the Central Criminal Court before this learned Judge, that which we produce below was reported to have taken place between him and the solicitor of the accused. Again, we published in our last issue a very just complaint from a solicitor upon the subject of the action of the same learned Judge towards a solicitor in a case which came before him on circuit at Norfolk, to which we again call attention. In both cases the attorneys were exercising their accustomed functions, and his Lordship went the length of ordering the solicitors in question to *sit down*, or *be quiet*, a species of phraseology usually adopted by Judges towards ignorant and offensive witnesses, or, at all events, not generally applied by them to members of *their own* profession. Surely Mr. Justice Brett must forget the functions of an attorney-at-law, otherwise we cannot explain his improper treatment of solicitors whose misfortune it is to appear before him. The following is that which we refer to above as having occurred on the trial of Jean Luie.

As the learned Judge entered the court, Mr. Edward Lewis stood up in front of the dock, and was about to speak to the prisoner, when

Mr. Justice Brett said: It is not right that anybody should interfere with the proceedings in a court of justice unless they are engaged in the case being inquired into.

Mr. Edward Lewis.—I am the solicitor of this man, and I have applied for permission to see him.

Mr. Justice Brett.—You are his solicitor, and that is enough.

Mr. Lewis.—Will your lordship allow me to have a few words?——

Mr. Justice Brett.—Certainly not.

Mr. Lewis.—My lord——

Mr. Justice Brett.—I say certainly not. I will listen to no one but counsel.

Mr. Lewis here exchanged a few words with the prisoner in the dock from the gangway below the attorneys' seat.

Prisoner.—Can I have the witness Janes, my lord? May I be permitted to call him?

Mr. Justice Brett.—If you wish it.

The witness Janes was called by the usher, but he did not answer to his name.

Inspector Clark.—I have searched everywhere about the court for Janes, but I cannot find him here.

Prisoner.—Then call Captain Brown.

Mr. Justice Brett (to prisoner).—Just let me advise you. I see people suggesting things to you. Just beware of what they are doing. They are pretended friends. Now, exercise your own judgment. You are quick and intelligent enough; then don't be made the tool of other people. Now, do you wish of your own accord that Capt. Brown should be called? If you do, he shall be summoned—if you think he would do you any good.

Prisoner.—I think he can do me some good.

Mr. Justice Brett.—You think he can? Then let him be called. Let the man Brown, who is in prison here, be called. Is there any other "Captain" Brown?

[After further conversation, Mr. Lewis went up to the dock, and handed a slip of paper to the prisoner.]

Mr. Justice Brett.—You be quiet, sir.

Mr. Lewis.—My lord, I submit I have a right to advise this man.

Mr. Justice Brett.—You be quiet, and do nothing without my leave.

It occurs to us that there may have been a momentary delusion in the mind of the learned Judge as to which was the Attorney and which the prisoner in the case. This is rather borne out by applying the language used to one to the other, and *vice versâ*.

THE action of the House of Commons, in rejecting the second reading of Mr. Bass's Bill, which had for its object to abolish the power of County Court judges to commit to prison, will be approved by the great body of solicitors throughout the country, simply because if the Bill had become law small creditors would have been practically deprived of their only means of enforcing payment of debts from unscrupulous and dishonest debtors, and the working classes would have obtained no credit. It is most unfortunate that the judges of the Superior Courts do not more freely exercise that power as to commitment which the *Daily Telegraph* erroneously thinks is used excessively, and it is not surprising that at a recent meeting of the Chambers of Commerce it should have been resolved that imprisonment for debt should be revived, for the losses to traders are now annually serious, in consequence of its abolition.

A SOLICITOR has been appointed to the office of chief clerk to the Lord Mayor of London. Mr. J. H. Gresham, who was admitted in Michaelmas Term 1855, and who was clerk to the borough magistrates at Hull. Our branch of the Profession will be glad to find that the city magistracy recognise the claims of solicitors to such offices as that in question. Mr. Gresham has had a long experience in similar duties to those of his new office, which we have no doubt he will discharge with satisfaction to the Bench and the public.

WE publish in another column a letter from a member of the junior Bar, upon the subject of the observations in our last issue as to the laws which regulate the means by which a barrister can be admitted on the roll of attorneys. We quite agree with our correspondent, and we should be glad to see the matter dealt with by a short clause to be introduced into one or other of the measures now before Parliament affecting the Profession. We may add that a case has come to our knowledge in which a barrister-at-law lately passed the general examination necessary before call, and who passed some time in the chambers of a special pleader as well as in those of a barrister. The gentleman in question having determined to become a solicitor, had to procure himself to be disbarred and to be articled to an attorney, and will be required to pass not only the final but actually the intermediate examination. Can anything be more indefensible or, in fact, unjust?

A CORRESPONDENT, whose letter we publish, calls attention to the great disadvantage under which country solicitors labour when called upon suddenly, it may be, to advise clients on legal points or subjects as to which there has been a multiplicity of legislation. Often they have no well stocked private or public professional library at hand, containing the Statutes of the Realm; and we quite agree that the present system of including in this or that Act a section or sections dealing with some important question often not suggested either by the title of the Act, or its preamble, is most objectionable; and it would be a decided improvement, and indeed, one of actual service to country solicitors, if some such plan as that marked out by our correspondent was adopted by the Legislature. At present it is often almost as difficult to learn what are the actual statutory provisions relating to certain matters as to find a needle in a truss of straw.

OUR municipal law sadly needs amendment in reference to the two following subjects, one as regards the requirement which at present exists for all borough aldermen to reside within seven miles of the borough of which they are aldermen. This was strongly illustrated by the recent case of a solicitor who, while having his office and a large practice, in the borough, had—after having been a member of the council for many years—removed his residence to a distance exceeding seven miles from the precincts of the borough, the result being that his qualification ceased. The other point is that which requires an alderman or town councillor seeking to fill an office under the corporation, or connected with it, to resign the office of alderman, &c.. before becoming a candidate for such office. We know a case in which two solicitors, who were both aldermen of long standing, resigned their offices on becoming candidates for the office of clerk to the borough justices, and who, not being elected, were afterwards returned to the council, but not as yet to the aldermanic bench.

WE understand that early in the present year considerable correspondence took place between certain justices' clerks in Suffolk, and the Secretary of State for the Home Department, upon the subject of the Returns which they are constantly called upon to make, and for which they get *no remuneration*. It is probable that the subject will be shortly brought before the House of Commons, and we hope on a future occasion to publish the substance of the correspondence in question. There was a meeting yesterday at the Law Institution of the Justices' Clerks Society, when, we believe, this question was mentioned.

THE following lectures and classes are appointed for the ensuing week at the hall of the Incorporated Law Society, Chancery-lane, for the instruction of students seeking admission on the roll of attorneys and solicitors: Monday, class, 4.30 to 6 o'clock, Equity; Tuesday, class, 4.30 to 6 o'clock, Equity; Wednesday, class, 4.30 to 6 o'clock, Equity; Friday, lecture, 6 to 7 o'clock, Equity. To prevent interruption at the lectures, subscribers are not admitted to the hall after a lecture has commenced.

THE dignity of our branch of the Profession is at all times best guarded by extreme punctiliousness in avoiding anything approaching to a service of two masters. A letter we publish to-day, from a solicitor, relating to a practice which obtains in Parliamentary elections of a town clerk advising the mayor as to his duties, &c., on the one hand, and acting as political agent of a candidate on the other hand. The observations of the late Mr. Stone (solicitor and town clerk of Leicester) upon this subject are most acceptable. They are contained in the letter in question.

WE publish a letter received from a solicitor upon the subject of the proposed legislation affecting articled clerks. It is not without importance as reflecting new light on the matter, and, although we cannot entirely adopt the view of our correspondent, we feel that something more than that proposed by the Attorneys and Solicitors' Bill is necessary. The dignity of the Profession it is more than ever necessary to uphold in these days, and the measure in its present form allows too great a latitude. An affidavit

should be required from the articled clerk and his principal, also from the person or persons in connection with whom the proposed employment is to be undertaken. It is to be observed that while gentlemen are studying for the Bar, they can follow any other usual occupation except that of attorney, solicitor, &c., as provided for by the consolidated general regulations of the Inns of Court.

A *special* General Meeting of the Incorporated Law Society is appointed to be held in the society's hall, Chancery-lane, on the 8th of May next, at 1.30 p.m., to take into consideration the proposed union of this society with the Metropolitan and Provincial Law Association; also to consider the expediency of offering to the younger members of our branch of the Profession some further encouragement to join the society. The former will be adopted as a matter of course; the latter subject offers a considerable field for argument as to the details of the proposal, while the necessity for offering the further encouragement suggested in the circular we print elsewhere is altogether beyond question.

NOTES OF NEW DECISIONS.

PARTNERSHIP—CONTRACT FOR WORKS—DEATH OF CO-CONTRACTOR—RIGHTS OF REPRESENTATIVES OF DECEASED CO-CONTRACTOR.—Five persons entered into a contract with a foreign government for the construction of certain works. Before the works had been begun one of the contractors died, having appointed his brother and his two sons executors and trustees of his will. An agreement was subsequently drawn up between the four surviving contractors and the executors and trustees of the will of the deceased contractor, by which it was provided that the contract with the foreign government should be carried out on the joint account of the co-contractors, and in the best interests of all concerned in the contract, and that the executors and trustees of the will of the deceased contractor should be sleeping partners, the surviving contractors being the acting partners. This agreement was signed by the surviving contractors before the will of the deceased contractor had been proved, the names of the executors and trustees being left in blank in the agreement. Subsequently the brother of the deceased contractor renounced probate and disclaimed, and his sons proved the will and signed the agreement. The surviving contractors alleged that they had entered into the agreement on the faith of having the brother of the deceased contractor responsible under it and filed a bill to set aside the agreement, and praying for a declaration that the partnership in the contract was dissolved by the death of the deceased contractor, so far as his estate was concerned, and that it might be wound-up: Held (reversing the decision of Bacon, V.C.) that independently of the agreement, the legal personal representatives of the deceased contractor were entitled to share in the profits, and were liable to contribute to the losses under the contract, and that they were entitled to have such profits or losses ascertained by having the contract completed. Held, also that the agreement was intended to be between the surviving contractors and the persons who should prove the will of the deceased contractors, as was proved by the names of the latter being left in blank, and that the agreement was binding on all parties: (*M'Clean v. Kennard*, 30 L. T. Rep. N. S. 186. Chan.)

CREDITOR AND DEBTOR—AGREEMENT TO TAKE LESS THAN ORIGINAL DEBT.—A. obtained a judgment against B. for a sum of £563 12s. 10d., but agreed to take £200 in discharge, B. giving three acceptances for that sum, and depositing some waggons as security. If none of the bills were paid at maturity the judgment to be enforceable against B. The last of the bills would mature in March 1871. B. subsequently made payments on account of the bills, and another settlement of account took place in March 1871, when A. claimed £118 11s. 5d., as the balance due on B.'s three acceptances, and it was agreed that B. should give his acceptance for that sum in full of all demands under the three acceptances or otherwise, and deposit certain title deeds as security. B. did not pay the bill for £118 11s. 5d. at maturity, but tendered the money four days after it had been presented to his bankers, which A. refused, declining also to give up the waggons and title deeds. Held, that as B. had not performed the terms of the first agreement, A. was remitted to his original right as existing at that time, and was at liberty to enforce the judgment: (*Barton v. Hobson*, 30 L. T. Rep. N. S. 230. V.C. B.)

LAW OF LOWER CANADA—CIVIL CODE, ART. 1190—WILL—ALIMENTARY ALLOWANCE—"COMPENSATION"—EXECUTOR.—By the law of Lower Canada, as laid down in the Civil Code Article 1190, a debt arising in respect of an alimentary allowance is generally incapable of being the subject of "compensation." Therefore in a case in which a testator bequeathed "the revenue of my estate to my wife and children and the lawful issue of the latter as an alimentary pension or allowance until the accomplishment of the majority of my youngest grandchild," with a proviso against incumbrances and anticipation; and one of his sons, who was also an executor and trustee of the will, was heavily indebted to the estate. Held (affirming the judgment of the court below), that he was not bound (1) to suffer "compensation," *i.e.*, to have the instalments of income due to him under the will set off against his debt, either in satisfaction of the interest or diminution of the principal; or (2) to make a "rapport" to the estate, *i.e.*, to bring his debt or the interest thereon into the common fund, even though the will contained a direction to the trustees "to reduce the residue into possession without delay." The law of Lower Canada does not recognise the distinction between law and equity, and the functions and powers of an executor are by no means the same as in England; and, therefore, *Semble*, that the English doctrines (1) that a debt due from an executor is assets in his hands, and (2) that a trustee or executor cannot take anything out of the estate while he remains indebted to it, do not obtain there: (*Muir and others v. Muir*, 30 L. T. Rep. N. S. 205. Priv. Co.)

COURT OF QUEEN'S BENCH (IRELAND).

Thursday, April 16.

(Before the LORD CHIEF JUSTICE, O'BRIEN, and FITZGERALD, JJ.)

WHITE AND HART *v.* CARROLL.

English suitors in Ireland—Security for costs—Judgment Extension Act.

Jordan, on behalf the defendant, moved that the plaintiffs should be compelled to give security for costs, as they were resident in England, and, therefore, beyond the jurisdiction of the court. There was the usual affidavit that the defendant had a good and valid defence. The plaintiffs are merchants in Great Tower-street, London; the defendant is a trader in Roscommon, and the action is brought to recover £23, for goods sold and delivered.

The LORD CHIEF JUSTICE said that a defendant in Ireland, wrongly sued by a plaintiff in England or Scotland, need suffer no inability to recover his costs against the plaintiff. Under the Judgment Extension Act, passed in 1868, a judgment obtained here might be registered against a party in England or Scotland, as a judgment obtained there might be registered against a party in Ireland. Moreover, the Act provided that the costs of the registration of the judgment should be added to the amount of the judgment. The English courts had lately decided that a person resident in any part of the United Kingdom need not give security for costs on suing a person resident in a different part. The three kingdoms were united, he hoped indissolubly, and the practice of compelling a person living in one part of the same United Kingdom to give security for costs on suing a person living in another part was anomalous, and ought to be discontinued.

O'BRIEN, J. concurred.

FITZGERALD, J. rejoiced that this court now dealt once and for all with motions for security for costs in cases brought before it, in which the plaintiffs resided in England or Scotland. The practice of compelling security for costs in such cases was not founded on any statute, although it was not unreasonable at a time when the three kingdoms were more or less independent of each other. The provisions of the Judgment Extension Act were brought before Parliament in 1855, yet such was the force of the prejudice that it was not passed till 1868, fears being entertained that its effect would be to render the courts here merely auxiliary to those in England. He rejoiced that they had now disposed, once and for all, of a practice which, since the three kingdoms had been a United Kingdom, was a disgrace to our law.

The court made no rule on the motion.

MANSION-HOUSE POLICE COURT.

MR. JOHN PATMORE WALLS, a solicitor in Walbrook, was charged before Alderman Sir Sydney Waterlow, M.P., with misappropriating securities entrusted to him as an attorney, with a direction in writing, contrary to the Act 24 & 25 Vict. c. 96, and with incurring a liability of £114, by means of fraud, in contravention of the Debtors' Act 1869.

Wontner, solicitor, conducted the prosecution.

The prisoner defended himself.

The complainant, Mr. William Henry Warre Smith, a merchant, in business at 117, Leadenhall-street, deposed that in Dec. 1872 he employed the prisoner, Mr. Walls, to prove the will of his late sister, Miss Mary Jane Smith. On the 5th Dec. the prisoner called upon him at his office, and handing him a paper, stated that the amounts set out in it were those of the duties payable on the legacies under the will. With the paper before him, and in Mr. Wall's presence, witness drew a cheque for £138 10s., and handed it to him with instructions to pay the duties. Some time afterwards he saw the prisoner, and understood that everything had been done. About the beginning of this year witness applied to him for the probate and receipts, and he sent witness a parcel containing the probate and other papers. Witness did not then examine closely the contents of the parcel. On the 17th March he received a notice from the Legacy Department at Somerset-house, in consequence of which he went there, and from inquiries he made, found that the duty had been paid only on Miss Rosa Emma Smith's legacy of £150, viz., £4 10s.; on Emma Bassett Andrew's legacy of £100, £5; on Jane Bayford's legacy of £100, £10; and on Jemima Powell's legacy of £50, £5. Witness thereupon applied to Mr. Walls, who, in reply, said he would search for and find the other receipts, and send them to him; but he had since failed to do so, although witness had repeatedly written and sent to him. Witness had satisfied himself that the prisoner had never paid the other duties. He gave him no authority to apply the money otherwise than in payment of the duty.

The prisoner, in reply to the charge, said he certainly drew a cheque for the payment of the duties, and he thought the money had been paid.

Sir SYDNEY WATERLOW adjourned the case for a short time to enable the prisoner, by the production of his cheque book, or otherwise, to substantiate that statement; but he failed to do so to the satisfaction of the Alderman, who thereupon remanded him, admitting him to bail in the meantime, himself in £100, and one surety in £100.

THE LEGAL PROFESSION.

SOLICITORS, AND WHAT CONCERNS THEM AS SUCH.

(By CHARLES FORD, Solicitor.)

Introduction.

A PAMPHLET (*a*) lately issued, containing remarks upon the Jurisdiction of the Inns of Court, commences thus: "All institutions are on their trial." The present writer hopes and believes that this is strictly so—especially in reference to the constitution and rules of the Inns of Court—and in addition that the professional relationship of solicitors to the other branch of the Profession is, ere long, to undergo considerable change, and which would assuredly follow from a thorough organisation amongst solicitors throughout the country, and from a knowledge to be ingrafted upon the public mind of the actual condition of things. The prime object, however, of the writer in addressing himself through the medium of a pamphlet to his brothers in the Profession is to direct their attention to the serious, and in fact unjustifiable encroachments upon their rights which have taken place at the instigation of members of the other branch of the Profession, which encroachments have had for their object (in part already realised) the advancement of the interests of barristers-at-law to the immediate detriment of solicitors. The writer also proposes to direct attention to statutory provisions affecting solicitors which should be repealed, and to matters affecting solicitors which require to be dealt with by legislation. The title above will, no doubt, be considered by some too ambitious, in view of the subject matter which it contains and the object which the writer has in view. A matter which will always be of interest to those of us who feel any pride or take any interest in our profession, is that of the origin of Attorneys-at-law, as to which the most valuable contribution of late probably is a work entitled "The Legal Profession" (*b*), viewed in the light of its past history, its present state, and projected law reforms. Another contribution upon this subject, of rather earlier date, is "A Sketch of the Early History of Legal Practitioners, and of the Inns of Court and Chancery." (*c*) The authors of these deal more or less exhaustively with the earlier literature contributed by members of the Profession upon this question. The author of the present pamphlet while conscious, from a perusal of the works referred to, and other independent research into the matter, that the question has not been satisfactorily settled, or at all events, that in his mind considerable doubt still exists as to when, and the precise circumstances under which, the profession of attorney-at-law first existed, is content, for the present, to leave the subject as he finds it, feeling satisfied that the evil which he aims at exposing, is still increasing, and in fact now assumes such serious proportions that it needs to be dealt with without delay, and that all liberal-minded men will join in denouncing it, and assist in a work of reform which, if accomplished, must prove not only of great advantage to the public, but will tend to establish the legal profession generally upon a more solid basis suited to the requirements of the times and modern ideas.

(*a*) By Fredk. Calvert, Esq., Q.C.
(*b*) By W. T. Charley, Esq., D.C.L., M.P.
(*c*) By Thomas Marshall, M.A., Attorney-at-Law.

As to many of the encroachments of the Bar upon the privileges of solicitors, some of a direct and others of an indirect kind, the author has been unable to discover, or at all events satisfactorily to settle, their origin; yet sufficient is known of them to justify the belief that they have come from the deliberate action of the Government from time to time under the influence of the Bar, or else at the instigation of the Bar direct. Amongst these must be included the offices of Attorneys and Solicitors-General, posts now filled as well in the colonies and our foreign dominions as at home, by members of the Bar. Although as to our colonies there is now no distinction between members of the Profession, each exercising every function of a lawyer, yet the monopoly of the English Bar is greatly felt and much complained of there, the practice being to pass over all competent colonial lawyers for the purpose of supplying to English barristers having influence a responsible post such as judge, which, it may be, his want of capability rendered him unfit for at home. Compared with the origin of the office or profession of attorney-at-law, the designation of Attorney-General is of somewhat recent date, and was adopted, as also that of Solicitor-General about the same time, by members of the Bar, possibly for the purpose of misleading the ignorant public of those times as to the duties of these public officers; adopted, too, at a time when the "common attorney" was utterly helpless to resist what some will call nominal encroachments, and when the expression "solicitor" was only in use to a limited extent, in relation to the business of those tribunals now known as the Courts of Chancery.

It will be complained that the writer does not furnish some precise data as to the origin of the names Attorney and Solicitor-General, which would entail a large amount of research from sources not altogether dependable; hence the author is content to leave these names or designations to speak for themselves.

An encroachment of a far more substantial kind is that which led to the exclusion of attorneys-at-law from the right of audience in the higher tribunals of the country. This is exhaustively dealt with in the works of Mr. Charley and Mr. Marshall before referred to, and needs no further comment here, as it is admitted on all hands to be the fact, or at all events, such only can be inferred from the Statute of Carlisle, which, read by the light of the procedure of the time, says Mr. Marshall, points to the conclusion that in the 14th century attorneys enjoyed a right of audience in the Superior Courts at Westminster. It is certain that in those times attorneys could and did conduct the *entire suit* of the client, which Sir Sidney Waterlow and Mr Ayrton would again welcome—at least, so the writer gathers from the last published report of the Judicature Commissioners. The opinion of Mr. Ayrton in favour of allowing the public to have the opportunity—if they choose—of instructing *one* lawyer, and one only, to carry on a suit to its termination, is evident from his observations on the establishment of Tribunals of Commerce, in which he complains of the delay necessary "in order to have every representation to the court, it may be said, filtered, and perhaps mystified, through a single, or even double, legal agency." Sir Sydney Waterlow on the same subject expresses himself in favour of Tribunals of Commerce, because "suitors should be able to obtain a decision more *promptly* and much less expensively than in the Superior Courts, as now constituted and *regulated*. The present system, too," he adds, "frequently inflicts on the suitor a *long pending*, worrying law suit, *the solicitors on either side pleading in their client's interests every technical point*," and so on. These are the opinions of laymen, which, though not correctly describing the actual working of the present system, point to a feeling in the public mind that the present *modus operandi* of conducting an action at law or a suit in Chancery is not suited to modern ideas upon the subject. It should perhaps be observed in passing that Sir Sydney sails wide of the mark when he complains of "solicitors pleading every technical point," &c. It is the expensive and now obsolete system of pleading, which, with counsel's fees and other disbursements, so much increases a bill of costs, that solicitors complain of. If important cases can be dealt with in County Courts without pleadings, why not so in the Superior Courts? It is to be hoped that the Judicature Act will give to this practice the necessary *quietus* which the terms of the Act promise.

The writer has stepped aside to consider for a moment the latest expressed views of laymen on the subject of the "double legal agency" question, not so much because he himself may incline to the opinion that solicitors should have restored to them their former right of audience in the Superior Courts, as because there is an undoubted feeling on the part of the public that to pay one lawyer in one matter is quite enough; and there is a close relation between this subject and that to which the writer is directing attention. The best guarantee for the reform which is wanted would be found in the public press taking up the question in the interests of the public; but unfortunately for the public, the editorship of lay as well as legal journals is largely in the hands of members of the higher branch of the Profession, who, while they, and many others filling all kinds of offices, cannot be designated *lawyers*, yet very properly stick to their cloth and the so-called "dignity, honour, and independence of the Bar," which let no one impugn, but as to which let all admit that members of other professions can be and are possessed of equal virtues.

Let us pass from the subject of the exclusion of attorneys from a right of audience in the Superior Courts, a question more for *the public* than solicitors, although essentially an encroachment upon our rights, to a consideration of the so-called offices of "Solicitor to the Treasury," and similar positions filled by members of the Bar in the other public departments of the State.

(To be continued.)

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each in three months, unless other claimants sooner appear.]

BREEZE (Jas.), Aylsham, Norfolk, clothier, £523 19s. 7d. New Three per Cent. Annuities. Claimant, Jas. Breese.

CRESSWELL (Right. Hon. Sir Cresswell), Prince's-gate, Hyde-park, Middlesex; £6000 Three per Cent. Annuities. Claimant, said Right Hon. Sir C. Cresswell, knight.

EATON (Rev. Thos.), Eastham; BRYANS (Rev. Francis), Backford; and GLEADOWE (Rev. Richard Wm.), Neston, all in Cheshire; £31 7s. 7d. Three per Cent. annuities. Claimants, said Rev. Thos Eaton, Rev. Francis Bryans, and Rev. Richard W. Gleadowe.

HEIRS-AT-LAW AND NEXT OF KIN.

ROSE (Geo. Frederick), formerly of Pickett-street, Strand, cheesemonger, late of 28, North Bank, St. John's Wood, Middlesex. Next of kin to come in by May 22, at the chambers of V.C. M.; June 3, at the said chambers at twelve o'clock, is the time appointed for hearing and adjudicating upon such claims.

APPOINTMENTS UNDER THE JOINT-STOCK WINDING-UP ACTS.

INTERNATIONAL LIFE ASSURANCE SOCIETY.—Creditors to send in by May 30 their names and addresses, and the particulars of their claims and the names and addresses of their solicitors (if any), to F. Maynard, 55, Old Broad-street, London. June 8, at the chambers of V.C. M., at two o'clock, is the time appointed for hearing and adjudicating upon such claims.

TAHITI COTTON AND COFFEE PLANTATION COMPANY (LIMITED).—Petition for winding-up to be heard May 21, before V.C. M.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

DURHAM (Thos.), King-street, Hammersmith, Middlesex, wine merchant. May 29; T. A. Jones, solicitor, 40, Chancery-lane, Middlesex. June 10; V.C. B., at twelve o'clock.

GUNTER (John), Colehill, Fulham, Middlesex, gentleman. May 18; F. Robinson, solicitor, 36, Jermyn-street, St. James's, Middlesex. May 22; V.C. M., at twelve o'clock.

KING (Sarah), Great Grimsby, Lincoln. May 16; Grange and Wintringham, solicitors, Great Grimsby. May 29; M.R., at twelve o'clock.

LYONS (Elizabeth), 10, Artillery-place, City-road, and 128, Alexandra-road, St. John's-wood, Middlesex, and of 14, 16, and 18, Wilson-street, Finsbury, Middlesex. May 25; A. E. Sydney, solicitor, 46, Finsbury-circus, London. June 8; V.C. H., at twelve o'clock.

TAYLOR (Harriet H.), late of Rockleaze, Westbury-upon-Trym, Gloucester. April 30; E. A. Harley, solicitor, St. Werburgh's-chambers, Small-street, Bristol. May 7; V.C. M., at twelve o'clock.

WADMAN (Peter), Leeds, flour dealer. May 16; A. G. Ditton, solicitor, 9, Ironmonger-lane, London. May 29; M.R., at twelve o'clock.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last Day of Claim, and to whom Particulars to be sent.

ALLEN (Wm. P.), Hamlet of Eaton, Norwich, gentleman. June 12; Whites and Co., solicitors, Wymondham.

ARMSWORTH (Elizabeth), 6A, Belvedere-road, Lambeth, Surrey, widow. May 18; G. W. Barnard, solicitor, 167, Westminster Bridge-road, Lambeth.

BAILY (Richard), late of Rose-villa, Terrace-road, Calthorpe-road, Banbury, Oxford, formerly of 23, Cornhill, Banbury, woollen draper and tailor. May 23; Wm. Newman, solicitor, 24, Bucklersbury, London.

BARNES (Jas.), Ewood-bridge, near Haslingden, carrier. May 16; Samuel and S. Woodcock, solicitors, 9, Henry-street, Bury, Lancashire.

BARNETT (Thos. Wm.), 72, Fore-street, Limehouse, Middlesex, surgeon. June 1; P. Johnston, solicitor, 35, Bedford-row, London.

BERRY (Arthur F.), formerly of the Wheatsheaf, Edgware-road, Middlesex, licensed victualler, late of 217, Maida-vale, Middlesex, gentleman. May 10; Fielder and Sumner, solicitors, 14, Godliman-street, Doctors'-commons, London.

BASS (Isaac A.), 107, Gower-street, Bedford-square, Middlesex, umbrella manufacturer. July 11; Beyfus and Beyfus, solicitors, 69, Lincoln's-inn-fields, London.

BRADLEY (Wm.), Sheffield, common brewer. May 21; J. and G. E. Webster, solicitors, 3, Hartshead, Sheffield.

BROWN (Horace C.), Captain in the R. A. May 1; M. and F. Davidson, solicitors, 35, Spring-gardens, London, S.W.

BUDGEN (Capt. John), R.N., 123, Ball's-pond-road, Middlesex. June 10; Loxley and Morley, solicitors, 80, Cheapside, London.

BUTCHER (Wm.), Five Oaks, Broomhill, Sheffield, merchant. June 23; A Smith and Son, solicitors, 26, Castle-street, Sheffield.

CALDECOTT (Celia), Wibtoft, Leicester, widow. June 24; E. Harris, solicitor, Rugby.

CARTER (James), formerly of Thornhill-road, Islington, late of St. Paul's-road, Canonbury, Middlesex, gentleman. May 12; Depree, Austen, and Justsum, solicitors, 3, Church-court, Old Jewry, London.

CHANT (Wm. W.), Bowes House, Ongar, Essex, and 3, Brunswick-terrace, Brighton, Esq. June 1; Currie and Williams, solicitors, 82, Lincoln's-inn-fields, London.

COLE (James), Gateliff, Godshill, Isle of Wight, yeoman. June 18; J. A. Mew, solicitor, Newport, Isle of Wight.

COONEY (Edmond), 13, Gower-street, Bedford-square, Middlesex, gentleman. May 11; Beyfus and Beyfus, solicitors, 69, Lincoln's-inn-fields, London.

DE ROS (Right Hon. Wm. Lennox Lascelles Baron). May 1; Grover and Humphreys, solicitors, 4, King's Bench-walk, Temple, London.

DIAS (Rebecca), Barrow's-almshouses, Barrow's-buildings, Devonshire-street, Mile-end, Middlesex, spinster. May 20; G. and A. Lindo, solicitors, 12, King's Arms-yard, Moorgate-street, London.

DIGBY (Charles W.), Studland Manor, Wareham, Dorset, and 33, Eaton-square, Middlesex, Esq. July 15; Routh and Stacey, solicitors, 14, Southampton-street, Bloomsbury, London.

DILLOW (Thomas), High-street, Chingford, Essex, gentleman. June 1; F. W. J. Terry, solicitor, 27, Gresham-street, London.

DOWSETT (Frederick R.), Severn Lodge, Berkeley, Gloucester, contractors' agent. May 14; Wm. T. Elliott, 5, Verulam-buildings, Gray's-inn, London.

DUDLEY (John C.), 6, Broad-street, Oxford, gentleman. June 1; R. S. Hawkins, solicitor, 7, Broad-street, Oxford.

EMERY (Mary), formerly of Southsea, late of Fir Grove, West-end, South Stoneham, Southampton, spinster. June 15; W. and H. G. Best, solicitors, Southampton.

EVANS (Josiah), Heyes-within-Haydock, Lancaster, Esq. May 16; Davies and Brook, solicitors, Market-place, Warrington.

EVEREST (Rev. Robert), formerly of Park-street, Grosvenor-square, afterwards of 50, Cleveland-square, Hyde-park, Middlesex, and late of Westwick House, Ascot, Berks. May 17; Styan and Neilson, solicitors, 4, Stone-buildings, Lincoln's-inn, London.

FELLOWES (John), Beeston Field, Beeston, Nottingham, banker. July 1; Enfield and Dowson, solicitors, Nottingham.

FOWNES (Henry G.), formerly of Clifton, Gloucester, late of Redcliffe-road, West Brompton, Middlesex, barrister-at-law. June 20; G. Carew, solicitor, 9, Lincoln's-inn-fields, London.

FRENCH (Lieut.-Gen. Henry J.), 17, Belgrave-road, Pimlico, Middlesex. June 17; Carlisle and Odell, solicitors, 8, New-square, Lincoln's-inn, London.

GARRAD (Mary), Rotchetts, near Brentwood, Essex, domestic servant. May 31; G. Lucas, solicitor, 136, Stoke Newington-road, Middlesex.

GOEZ (Henry John A.), formerly of the Crystal Palace Hotel, Norwood, Surrey, late of Connaught House, Montpelier-road, Brighton, gentleman. May 11; R. and A. Russell, solicitors, 59, Coleman-street, London.

GREEN (Mary A.), 5, Paulton-square, Chelsea, Middlesex, spinster. June 1; F. Robinson, solicitor, 36, Jermyn-street, St. James's, Westminster, S.W.

GREENWOOD (Thos.), Strawberry-hill, Pendleton, Manchester, cotton manufacturer. May 30; J. P. and J. T. Sutcliffe, solicitors, Hebden Bridge.

GUSTARD (Ralph), late of Heddon-on-the-Wall, Northumberland, farmer; formerly of Newcastle-upon-Tyne, grocer. May 20; Allan and Davies, solicitors, 23, Grainger-street, Newcastle-upon-Tyne.

HALSTED (Vice-Admiral Edward P.), formerly of 35, Ebury-street, Pimlico, Middlesex, late of Haslar Hospital, Gosport. May 1; Currie and Williams, solicitors, 82, Lincoln's-inn-fields, Middlesex.

HAMBLETON, Elizabeth Ann (and not Humbleton, as inaccurately described in LAW TIMES April 11), No. 1, York-terrace, Nottingham-gate, Regent's-park, Middlesex, widow. May 30; Mason and Withall, 18, Bedford-row; Ayerst, Francis, 2, Great College-street, Manchester.

HARRIS (Hon. and Rev. Chas. A. Bishop), Torquay. June 1; Rev. H. O'Brien, Cordosgh, Cootehill, Ireland.

HERRON (Maria), late of the Clock House, Beckenham, Kent, formerly of Clarendon Lodge, Tulse-hill, Surrey, spinster. June 24; Cowdell, Grundy, and Browne, solicitors, 26, Budge-row, London.

HOLLYER (Anna), Penzance, widow. May 11; Rodd and Cornish, solicitors, Penzance.

HOLMES (Rachel), 17, Thornhill-square, Islington, Middlesex, widow. May 23; Geo. Wm. Hussey, solicitor, 5, Knightrider-street, Doctors'-commons, London.

HOLMES (Samuel), formerly of 3, Great Knightrider-street, Doctors'-commons, London, and 23, Stonefield-street, Cloudesley-square, Islington; and late of 7, Staple-inn, London, and 17, Thornhill-square, Islington, Middlesex, solicitor. May 23; Geo. W. Hussey, solicitor, 5, Knightrider-street, Doctors'-commons.

JAMES (Thomas), 21, Threadneedle-street, and of Haven Green, Ealing, London, stockbroker. May 29; H. W. M. Jackson, solicitor, 25, Lincoln's-inn-fields, London.

LABARD (Henry), 282, Clapham-road, Surrey, watchmaker. May 30; F. Norton, solicitor, 10, Clifford's-inn, Fleet-street, London.

LIPSCOMBE (Samuel), 29, Marlborough-road, Chelsea, Middlesex, carpenter. May 12; T. H. T. Rogers, solicitor, 6, Dane's Inn, Strand, London.

MORTIMER (Thos.), St. Heller's-park-road, Southborough, Kent, gentleman. May 14; Wm. T. Elliott, 5, Verulam-buildings, Gray's-inn, London.

MURGATROYD (Wm.), Horton Bank, Top Horton, Bradford, gentleman. May 13; J. Green, solicitor, 2, Aldermanbury, Yorks.

NUNN (John), 23, Euston-square, and 44, Lamb's Conduit-street, Middlesex, gentleman. May 30; Hume, Bird, and Bird, solicitors, 10, Great James-street, Bedford-row, London.

O'MEARA (Bernard), formerly of the Island of St. Thomas West Indies, late of Southampton, inspector of inter colonial ships' accounts in the service of the Royal Mail Steam Packet Company. June 15; Roep, Lane, and Co. solicitors, 9, Bush-lane, Cannon-street, London.

POOLE (Jane D.), The Forns, Holmesdale-road, South Norwood, Surrey, widow. May 23; A. F. and R. W. Tweedie, solicitors, 5, Lincoln's-inn-fields, London.

RAINES (Robert), 5, Granville-terrace, Beverley-road, Kingston-upon-Hull, oil and tallow merchant. June 9; J. A. Jackson and Son, solicitors, 22, Parliament-street, Hull.

RODER (Johann G.), late of Grand Ducal, Saxe Weimar, Germany, citizen and gentleman, and formerly Grand Ducal Court musician. June 1; Wm. J. Myatt, solicitor, 2, Abchurch-yard, Cannon-street, London.

ROSSITER (Chas.), Brookfield House, Cheltenham-road, Bristol, gentleman. June 1; Stanley and Wasbrough, solicitors, 12, Royal Insurance-buildings, Corn-street, Bristol.

SCHALCH (Major Andrew O. Wm.), Woolwich, Kent. May 1; Grover and Humphreys, solicitors, 4, King's Bench-walk, Temple, London.

SEWARD (Henrietta S. C.), 20, Portsea-place, Middlesex, widow. June 1; J. Crowdy, solicitor, 17, Serjeant's-inn, Fleet-street, London.

SILSON (John), formerly of Bradford, late of Providence Cottage, Boston Spa, Tadcaster, York, gentleman. May 25; J. Green, solicitor, 2, Aldermanbury, Bradford.

SNEYD (Rev. John), formerly of Ashcombe-park, Stafford, late of Woodlands. June 7; Challinor and Co., solicitors, Stafford.

SOMERVILLE (Henry), 90, New Bond-street, Middlesex, merchant. May 10; J. H. Somerville, surgeon, Bloxwich, near Walsall, Staffs.

SPEAKMAN (John), Pennington, Leigh, Lancaster, colliery proprietor. June 24; Marsh, Buckton, and Jeans, solicitors, Warrington.

STEVENS (Martha), Broadlands, St. John's, Ryde, Isle of Wight, widow. July 1; H. A. Dowse, solicitor, 6, New Inn, Strand, Middlesex.

STIRLING (Edwd., otherwise Edwd. Hamilton), Stirling Castle, Mont au Prêter, Island of Jersey, Esq. June 1; W. and J. Flower and Nursey, solicitors, 1, Great Winchester-street-buildings, London.

STOCKS (John), Moor Grange, Beeford, York, gentleman. June 10; Foster and Co., solicitors, Great Driffield.

TERVAN (Michael), formerly of 22, Kensington-crescent, late of 2, Stanhope-terrace, Gloucester-road, South Kensington, Middlesex, Esq. May 26; Ward, Mills, and Witham, solicitors, 1, Gray's-inn-square, Middlesex.
VENESS (Rebecca), 22, Albert-road, Norbiton, Surrey, widow. May 21; Wordsworth, Blake, and Co., solicitors, South Sea House, Threadneedle-street, London.
WHITE (Eliza), 26, Woburn-square, Middlesex, widow. June 8; Norton and Co., solicitors, 6, Victoria-street, Westminster.
WHITEHEAD (Wm.), formerly of Queen's Hotel, Alfreton-road, Nottingham, licensed victualler, afterwards of 28, Forest-road, late of Buttery-terrace, Nottingham, gentleman. June 1; Towle and Gilbert, solicitors, 17, Low Pavement, Nottingham.
WINDER (John), formerly of Wavertree, Lancaster, late of Ulverston, gentleman, May 7; G. Remington, solicitor, Ulverston.
WRIGHT (John), Barnsley, York, rent collector. July 1; Dibb and Raley, solicitors, Barnsley.
WRIGHT (Simeon), Manor Farm, East Acton, Middlesex, farmer. July 31; Charles Rogers and Son, solicitors, 7, Westminster-chambers, Victoria-street, Westminster.

REPORTS OF SALES.

Thursday, April 16.

By Messrs. WINSTANLEY and HORWOOD, at the Mart.
Kingston-on-Thames.—A freehold house, with shop—sold for £2120.
Buckhurst Hill.—Residence called Fern Bank, and 2a. 0r. 26p. copyhold—sold for £1400.
By Messrs. NEWBON and HARDING, at the Mart.
Barnsbury.—No. 10, Brunswick-street, term 45 years—sold for £295.
Camberwell.—No. 17, De Crespigny-park, term 76 years—sold for £580.
Hackney.—No. 4, Sheldon Villas, term 88 years—sold for £335.
Hackney.—Warwick Lodge, term 71 years—sold for £930.
Tudor House—sold for £680.
Nos. 3 and 5, Sheldon Villas, term 88 years—sold for £525.
Dalston.—No. 20, Acacia Villas, term 78 years—sold for £285.
Aldersgate-street.—Nos. 17, 18, and 19, Edmund-place, term 5 years—sold for £204.
No. 103, London Wall, term 9 years—sold for £480.
Upper Thames-street.—Nos. 15 to 16, College Hill, term 1 year—sold for £72.
King's Cross.—No. 6, Manchester-street, term 30 years—sold for £375.
Cripplegate.—A fee farm rent of £2 per annum—sold for £40.
By Messrs. HARDS, VAUGHAN, and JENKINSON, at the Mart.
Lewisham, South End.—Freehold house and cottages—sold for £1110.
Dorking.—Five freehold cottages—sold for £440.
Caledonian-road.—Nos. 52 and 53, Gifford-street, term 75 years—sold for £500.
Nos. 24, 30, and 34, Nailour-street, term 77 years—sold for £570.
Barnsbury.—Nos. 30 and 34, Wellington-road, term 70 years—sold for £440.
Nos. 3 to 10, Hides-street, term 84 years—sold for £1250.
Nos. 11 to 16, Hides-street, term 85 years—sold for £1060.
Holloway.—No. 28, Hornsey-road, term 68 years—sold for £290.
Eltham, High-street.—Three freehold houses—sold for £1010.
Nos. 1, 2, and 3, Park View-cottages, freehold—sold for £500.
Thirty-six shares in the Eltham Gas Company—sold for £558.
By Messrs. DEBENHAM, TEWSON, and FARMER, at the Mart.
Hyde-park.—No. 11, Gloucester-square, with stabling, term 62 years—sold for £6700.

Friday, April 17.

By Messrs. NORTON, TRIST, WATNEY, and Co., at the Mart.
Soho square.—No. 11, Greek-street, freehold—sold for £1720.
Stoke Newington-green.—A freehold house, with garden—sold for £940.
Brixton-road.—No. 145 and improved ground rents of £60 per annum, term 25 years—sold for £550.
Nos. 10, 12, 14, and 16, Vassal-road, term 23 years—sold for £560.
Portman-square.—Improved ground rents of £75 per annum, term 14 years—sold for £920.
Chelsea.—No. 11, Moor Park-road, term 77 years—sold for £300.

Wednesday, April 22.

By Messrs HARDS, VAUGHAN, and JENKINSON, at the Mart.
Tobago.—The Hope Estate, containing about 1070 acres—sold for £1200.
By Messrs FLEURET and SON, at the London Tavern.
Brith.—The lease and goodwill of the Royal Alfred Wine Vaults, term 90 years—sold for £980.
By Messrs EDWIN FOX and BOUSFIELD, at the Mart.
Cavendish square.—No. 11, Harley-street, term 17 years—sold for £1700.
Wandsworth.—Freehold ground rent of £6 13s. 4d. per annum—sold for £210.
Wandsworth.—High-street, copyhold premises—sold for £770.
Tottenham-court-road.—No. 1, Percy-street, copyhold—sold for £1140.
By Mr. E. W. RICHARDSON, at the Mart.
Brixton-road.—No. 31, Holland-street, term 22 years—sold for £155.
Kennington.—Bolton-street, a plot of land—sold for £90.
New Peckham.—Nos. 9, 11, and 12, Nelson-square, term 66 years—sold for £365.
Battersea.—Nos. 1, 2, and 3, Newcomen-road, term 85 years—sold for £240.
Nos. 3 and 4, Magdala-terrace, freehold—sold for £1080.
Clapham.—Nos. 1 to 4, Cairns-road, freehold—sold for £1160.
Nos. 5 and 6, same road, freehold—sold for £630.
Notting-hill.—Nos. 10, 11, and 12, St. James's-place, term 78 years—sold for £340.
Norwood.—Nos. 1, 2, and 3, Grandacre-terrace, term 83 years—sold for £1230.
South Penge.—Nos. 1 and 2, Cambridge-villas, term 93 years—sold for £620.
No. 1, Oxford-villas, same term—sold for £305.
No. 4, Cambridge-road, term 87 years—sold for £310.
New-cross.—Nos. 1 to 3, Osborn-terrace, term 77 years—sold for £660.

MR. CHILD, solicitor, has been returning officer of Hackney for thirty-five years in that borough and in the old borough of the Tower Hamlets. Since the election his appointment has been cancelled.

MR. W. T. CHARLEY, M. P., has given notice that on the second reading of the Attorneys' and Solicitors' Bill in the House of Commons, he shall move that it be referred to a Select Committee, we thoroughly approve of this course and hope it will be adopted, for the measure is crude, and in its present form is likely to produce changes not contemplated by the framer of it.

PATENT LAW.

(By C. HIGGINS, Esq., M.A., F.C.S., Barrister-at-Law.)

INFRINGEMENT.

(*Continued from p. 378.*)

De la Rue v. *Dickenson.* 1857.—In an action for the infringement of a patent, the question of infringement is for the jury and not for the judge, although there be no question with respect to whether the defendant has or has not used the particular machine or process which is alleged to be an infringement. Campbell, C.J., in delivering the judgment of the court, said: "There may well be a case where the judge may and ought to take upon himself to say that the plaintiff had offered no evidence to be left to the jury to prove infringement, as if there were a patent for a chemical composition, and the evidence was that the defendant had constructed and used a machine for combing wool. But, if the evidence has a tendency to show that the defendant has used substantially the same means, to obtain the same result as specified by the plaintiff, and scientific witnesses have sworn that the defendant actually has used such means, the question becomes one of fact, or of fact mixed with law, which the judge is bound to submit to the jury." (7 Ell. & Bl. 738; 3 Jur. N. S. 841.)

Bovill v. *Keyworth.* 1857.—A patent obtained for a new combination of a blast and an exhaust in connection with a mill, in which only the *lower* stone rotates, is infringed by the use of the same combination in connection with a mill in which the *upper* stone rotates. Campbell, C.J., in delivering the judgment of the court, said: "Supposing the patent to be for a combination, consisting of several parts, for one process, we are of opinion that the defendants are liable in this action for having used a material part of the process, which was new, for the same purpose as that mentioned in the specification, although they did not at the same time use all the parts of the process as specified." (7 Ell. & B. 725.)

The Patent Bottle Envelope Company v. *Seymour.* 1858.—The plaintiff obtained a patent for "improvements in the manufacture of cases or envelopes for covering bottles," and in the specification the invention was stated to consist "in an arrangement of apparatus by which lengths of rush, straw, or other suitable material, may be readily tied together, so as to form cases or covers to protect bottles from breakage when packed." It then proceeded: "For this purpose I take equal lengths of rush, straw, or other suitable material, and confine them at one end within a ring or cap, which I then place over the neck end of a mould or mandril, corresponding in form to the bottle for which the case or cover is intended. The mould is fixed to a frame," &c. The defendant made bottle envelopes out of similar materials somewhat differently applied, placing them upon a model of a bottle, or mandril, and fastening the material in a manner somewhat like the plaintiff's method. Held, that the use of the mandril, which was admitted to have been long commonly used for producing given forms of pliable materials, and the application of which to work previously untried materials or to produce new forms, was held not to be the subject of a patent, was not an infringement of the plaintiff's patent. Willes, J., in delivering the judgment of the court, said: "The infringement of any part of a patent process is actionable, if that part is of itself new and useful, so as that it might be the subject matter of a patent, and is used by the infringer to effect the object, or part of the object, proposed by the patentee." (5 C. B., N. S., 164; 5 Jur. N. S. 174.)

Higgs v. *Godwin.* 1858.—The invention for which the patent was granted was "treating chemically the collected contents of sewers and drains in cities, towns, and villages, so that the same may be applicable to agricultural and other useful purposes." In the specification the patentee said: "for the purpose of precipitating the animal and vegetable matter contained in the sewage water, I prefer to employ hydrate of lime, commonly termed 'slacked lime.'" The patentee claimed "the precipitation of animal and vegetable matter from sewage water by means of the chemical agent hereinbefore described." Held, that the defendant, by using the patented process, not with the object of making a saleable mercantile article, but merely to purify the water, did not infringe the plaintiff's patent. (27 L. J., N. S., Q. B., 421; 5 Jur. N. S. 97.)

Lister v. *Leather.* 1858.—A valid patent for an entire combination for a process gives protection to each part thereof that is new and material for that process, without any express claim of particular parts, and notwithstanding that parts of the combination are old. Affirmed in the Exchequer Chamber. Williams, J., in delivering the judgment of that court, said: "It was argued before us, on behalf of the appellants, that, if a patent be taken out for a combination of *a*, *b*, and *c*, it could not be infringed by using a combination of *b* and *c* only. We are of opinion that the answer to this inquiry turns altogether upon what *a*, *b*, and *c* are, how they contribute to the object of the invention, and what relation they bear to each other. Cases may possibly be suggested where the use of *b* and *c* might not be an infringment of the patent. But more easily cases may be put where the use of *b* and *c* would be an infringement of the patent. Whether in this case it was so or not would depend upon the facts of the case, and may be more a question of fact for the jury than of law for a court of appeal. But the facts are not before us; and we think the court below was right in deciding that the use of a subordinate part of a combination might be an infringement of the patent if the part so used was new (by which we understand new in itself, or in its effects, not merely in its application) and material." (8 Ell. & B. 1004.)

Thomas v. *Foxwell.* 1859.—Evidence may be admitted of an infringement by an imitation of a material part of a general combination, notwithstanding the disclaimer of the mechanical parts separately, of which the combination consists, and although there be no separate and specific claim in respect of the part imitated, while there are separate and distinct claims in respect of other subordinate combinations. (5 Jur. N.S. 39.)

Walton v. *Lavater.* 1860.—The importation and sale of a patented article is evidence of an infringement. Erle, C.J., in delivering his judgment, said: "The next point contended for is, that there has been no infringement by the defendant, because he had only sold the articles, the sale, moreover, being only a sale of articles imported from abroad. I have heard the arguments of the learned counsel on both sides, derived from the original statute, which uses the words 'working and making,' and from the form of the expression in the letters patent prohibiting the making, using, or putting in practice the invention, and the words granting to the patentee the privilege to 'make, use, exercise, and vend.' All these words are capable of some of the constructions which have been contended for; but it appears to me that the main purpose of the patent is to give the profit to the patentee, and that the main mode of defeating that purpose would be by selling the patented article; and it seems to me that without proof of the making of the article by the infringer, evidence that he sold the patented article for profit would be good evidence upon which a jury might find that he had infringed the patent. With respect to the defendant not being liable, because the articles were imported from abroad, I should say that, even if it was a simple case of importation, without any proof of knowledge of the article being patented, or of the infringement, it would be sufficient evidence of infringement that the defendant had imported and sold." Keating, J.—"What we have to see is, whether there has been such a use of the article as would constitute an infringement within the meaning of the statute. And it seems to me that the selling an article and converting it into money is about the most effectual use that can well be made of it." (29 L. J., N. S., C. P., 275; 8 C. B., N. S., 162; 6 Jur. N. S., 1251; 3 L. T. Rep. N. S. 272.)

Hills v. *The Liverpool United Gaslight Company.* 1863.—A patent was granted for an invention for the purification of gas by means of precipitated or hydrated oxides of iron. The specification was held to include such precipitated or hydrated oxides only as were obtained by artificial means. The use of a natural substance, such as bog ochre, containing precipitated oxide of iron, so long as it was used in its native condition, was held not to be an infringement of the patent; but upon this substance being re-oxidized or renovated in the manner described in the specification, or in any other manner, it was brought into the condition of being one of the plaintiff's patented purifying materials, that is, a hydrated or precipitated oxide artificially obtained, and an injunction to restrain the use of the substance as renovated was granted. (32 L. J., N.S., Ch., 28.)

Lister v. *Eastwood.* 1864.—Where a patent is for a combination, a person who takes a new and material part of the combination, but does not apply it to a similar or analogous purpose to that to which it was applied in the patent, does not infringe the patent. (9 L. T. Rep. N. S. 766.)

Thomas v. *Hunt.* 1864.—A licence to A. to manufacture a patent article is an authority to his vendees to vend it without the consent of the patentee. (17 C. B., N. S., 183).

THE *Maidstone Journal* announces the death of Major C. W. Bannister, who has for more than thirteen years held the post of Governor of the County Prison, Maidstone. Previously to entering upon the governorship of the Maidstone gaol, Major Bannister had acted as deputy-governor at the convict prison, Dartmouth, and had seen service in India as captain of the 2nd Light Infantry (Bombay).

ELECTION LAW.

COURT OF COMMON PLEAS.

Saturday, April 18.

(Before BRETT, GROVE, and DENMAN, JJ.)

STOWE *v.* JOLIFFE.

Parliamentary Election—Ballot papers and register—Inspection.

THIS was an application arising out of the Petersfield election petition, which was moved as a rule for a *mandamus* to the clerk of the Crown, but which on the argument took the form of a rule *nisi*, calling on the respondent to show cause why the marked register of voters, the counterfoils of the ballot papers, and the backs of the rejected ballot papers should not be shown to the petitioners.

W. G. Harrison (with him *Couch*) showed cause against the rule.—The marked register would give approximately all the information required by the petitioners, and they would have been entitled to see it had it not been inclosed in the same sealed packet with the counterfoils, which should not be shown. The required order, if made, would interfere with the secrecy of the ballot, and, even if the court had power to grant it, should not be made without strong grounds shown on affidavit.

J. O. Griffits (with him *Lumley Smith*) supported the rule.—The court had clearly power to make the order, and inspection of the marked register should be granted as a matter of right. It would, however, only show who received ballot papers, and in order to discover who actually voted, it would be necessary to have the desired inspection of the rejected ballot papers with the sequence number upon them and the counterfoils corresponding with them. This would not show how anyone had voted, but would merely disclose the fact that certain electors had given votes, which could then be attacked on the scrutiny. If the inspection were refused, a great number of useless witnesses would have to be in attendance on speculation, and unnecessary expense would be incurred. The majority at the election was only nine.

The court differed in opinion.

BRETT, J. thought the petitioners were entitled to the limited inspection asked for. In ordinary cases both parties were entitled to see any document in which they had such an interest as to make it useful in the case litigated. In petitions, therefore, were it not for the Ballot Act, parties would be entitled to inspection of any document at the earliest possible time. The Ballot Act however, was passed for the purpose of maintaining the most complete secrecy as to how any man voted, and had incidentally thrown difficulties in the way of petitioners. It was, however, for the public advantage that all facilities for inspection consistent with the spirit of the Act should be given, as the public, as well as parties and constituencies, were highly interested in the prevention of bribery and in seeing that no avoidable difficulties were thrown in the way of *bonâ fide* litigation. Acting on that principle, he thought that all reasonable facilities for inspection should be given consistent with the secrecy of the ballot. He did not think under the Act that the marked register and the counterfoils should have been sealed in one packet, but as they were he thought the packet should be opened and inspection given of the marked register. As to the rest of the order, he thought the packet of rejected ballot papers should also be opened and the backs of them shown to the petitioners to show the sequence number. This alone, however, without the counterfoils would not show whose vote had been rejected, therefore the counterfoils corresponding to the rejected ballot papers should also be inspected. Such an inspection would not show how any one had voted, but would facilitate the case and diminish expense. Unless the most perverse ingenuity was displayed it would give no one the opportunity of discovering how anyone had voted. He thought that justice required that the information should be given.

GROVE, J., agreed that inspection of the marked register should be given, but with some doubt, as it would necessitate opening the packet containing the counterfoils as well. He thought such an order could be made by the court, but could not have been made by a judge at chambers. With reference to the two other branches of inspection asked, he differed from Brett, J., and thought no case had been made out for inspection of the rejected ballot papers and counterfoils. The question was, whether the court should make such an order as a matter of course in cases of scrutiny, and such a provision could have been made in two lines instead of the guarded sections which the Act contained. The Act did not intend even the Clerk of the Crown and his assistants to see these papers without strong grounds. The order required should not be made without strong grounds shown on oath, though he did not deny the power of the court to make it. The hardship of the case was very slight, as the marked register would give approximately all the required information.

DENMAN, J., agreed that the marked register should be produced, but also thought that inspection of the rejected ballot papers and counterfoils should not be allowed in the present case. The word "required" meant not only wanted, but reasonably necessary, and the court should be satisfied by affidavit on that point before granting inspection. The court had the power to make the order asked for, but this was not a case in which it should be exercised.

Monday, April 20.

HURDLE AND ANOTHER *v.* WARING.

Election petition—Return of writ—Time.

THIS case came on upon cause being shown against a rule to have the petition taken off the file, upon the ground that it had not been presented in time. The Poole election took place on 3rd Feb. last, and some time before noon on the following day the returning officer endorsed upon the writ that Mr. Charles Waring was duly elected, and he also delivered the document to the Postmaster, addressed to the Clerk of the Crown in Chancery. The duty imposed by statute was that the returning officer should forthwith transmit the writ and return through the Post-office to the Clerk of the Crown in Chancery. The writ was in a registered letter, and it arrived at the office of the Clerk of the Crown soon after eight in the evening, with five other registered letters, which referred to other elections. The ordinary office hours were from ten to two. The person who received the letters was Kate Phipps, a woman who was in the employ of Mrs. T. Lovegrove, the housekeeper. Mrs. Lovegrove herself was appointed by the Lord Great Chamberlain, and was not a servant of the Clerk of the Crown. Kate Phipps gave the ordinary receipt for these letters, but the Poole return did not reach the hand of any clerk in the office until the 5th. The entry in the office book was first that the return was received on the 4th; but this date was afterwards struck through and the 5th inserted, and the 5th was the date transmitted to the House of Commons. The Corrupt Practices at Elections Act said that any petition against a return must be presented within twenty-one days after the return, and if the return now in question was to be taken as having been made on the 4th the petition was too late, whilst if the return was on the 5th the then petition was in time.

Giffard, Q.C. (with him *Harrison*), contended that Kate Phipps was only an animated letter-box, whose duty was simply to receive the letter and place it on the table, and that the return was not made until the writ had reached the hands of the Clerk of the Crown himself, or the hands of one of his clerks.

McIntyre, Q.C. (with him *Chandos Leigh* and *C. Bowen*), in support of the rule, referred to affidavits which stated that office hours were by no means strictly kept during the general election, that the person who received the letter and gave a receipt had authority to do so, and that in the ordinary course a writ received in the evening would be returned as of that day. It was argued that the return was really made when the returning officer posted with the endorsed copy to some person who was authorised to receive it.

Lord COLERIDGE said that the statute required that a petition should be presented "within twenty-one days after the return has been made to the Clerk of the Crown in Chancery," and it seemed to him that the true meaning of this was that the return was to be made in such a sense that the Clerk of the Crown could act upon it, and that the return was not completed until it had reached the authority who was capable of acting upon it. Whilst arriving at this conclusion, however, he must admit that the question was one which was by no means free from difficulty.

Rule discharged.

MAGISTRATES' LAW.

NOTES OF NEW DECISIONS.

DEMURRER—PUBLIC SCHOOLS ACT 1868, s. 13—GOVERNING BODY—POWER TO DISMISS HEAD MASTER.—The Public Schools Act 1868, which applies to (amongst other schools) Rugby School, by sect. 13 enacts that "the head master of every school to which this Act applies, shall be appointed by and hold his office at the pleasure of the new governing body." The plaintiff was appointed head master of the school in Nov. 1869, by the then existing governing body. In Dec. 1873, the new governing body (which had been duly constituted in Dec. 1871, under the powers of the Act of 1868) passed a resolution that "upon a review of the administration of the school" from the time when they came into office to the then present time, they were of opinion that the plaintiff was not "a fit and proper person to be head master, and dismissed him accordingly:" Held (on demurrer to a bill by the plaintiff praying for a declaration that, under the circumstances in the bill stated, the above resolution was invalid), that, under the above section, the new governing body had power to dismiss the plaintiff without notice, and without assigning any reason; and that, as they had exercised their power of dismissal fairly and honestly, not corruptly, nor for the purpose of effecting some collateral object, their decision was not liable to be controlled by the court: (*Hayman* v. *The Governing Body of Rugby School*, 30 L. T. Rep. N. S. 217. V.C. M.)

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Devonport.....	Friday, July 10	H. T. Cole, Esq., Q.C.....	10 days	G. H. E. Rundle.
Folkestone.....	Tuesday, April 28.....	James J. Lonsdale, Esq.....	8 days	R. T. Brockman.
Newcastle-on-Tyne		W. D. Seymour, Esq., Q.C..	14 days	John Clayton.
Sudbury	Wednesday, April 29.	Thomas H. Naylor, Esq. ...	14 days	Robert Ransom.
Wigan	Wednesday, April 29.	Joseph Catterall, Esq.		Thomas Heald.

MARITIME LAW.

NOTES OF NEW DECISIONS.

NAVIGABLE RIVER—OBSTRUCTION. — Where the owner of a wharf abutting on a navigable river drove piles into the bed of the river, and thus caused an obstruction which diminished by three feet the navigable breadth of the river in the front of the wharf, such navigable breadth having been sixty feet prior to the erection of the obstruction: Held (affirming the decision of the Master of the Rolls) that this was a substantial interference with the free navigation of the river, and that it ought to be restrained by injunction: (*Attorney-General* v. *Terry*, 30 L.T. Rep. N. S. 215. L.C. & L. JJ.)

CHARTER-PARTY—DEMURRAGE — EXCEPTION—CIVIL COMMOTION.—Where a charterer by his charter-party undertakes to load a ship within certain given lay days, "accidents or causes occurring beyond the control of the shippers or affreighters, which may prevent or delay her loading or discharging, including civil commotion, strikes, riots, stoppage of trains, &c., always excepted," or to pay demurrage, he cannot excuse default in loading within the lay days by giving evidence of general disturbance and cessation of work in the district about the time; but to exempt himself from liability must show a disturbing cause, actually preventing the loading of the particular ship: (*The Village Belle*, 30 L. T. Rep. N. S. 232. Adm.)

COLLISION—COUNTY COURT APPEAL—SHORTHAND WRITERS' NOTES — CORRECTIONS BY COUNTY COURT JUDGE—RIVER NAVIGATION—EFFECT OF RIVER BYELAWS—DUTY IN FOG.—In an appeal to the High Court of Admiralty from a County Court where there is a conflict between the transcript of the notes of evidence and judgment taken by a shorthand writer in the County Court under the County Court Rules No. 32, and the County Court judge's own notes, the version given by the County Court judge must be accepted as binding, and if the County Court judge alters the shorthand writer's notes so as to correspond with his own version, the Court of Admiralty will order the alterations so made to be carried into effect in the printed copies of the appendix. Byelaws made by a local authority governing the navigation of a river are to be taken as evidence of what it is the duty of vessels to do in the circumstances named therein, and although the mere breach of one or any of them will not be sufficient reason for holding a ship to blame for a collision, yet if that breach occasions or contributes to the collision, the existence of the byelaw will afford the best reason for holding the ship violating the byelaw to be guilty of a breach of duty, and, consequently to blame for the collision. Where a byelaw regulating the navigation of a river prescribes the side of the river upon which a ship is to navigate going up or down the river, the observance of this byelaw is doubly necessary during a fog, when vessels can only be made out at short distances; and the breach of the byelaw cannot be excused by the plea that it was usual during foggy weather to navigate on the wrong side of the river in order to insure greater safety for the vessel so doing: (*The Faithwaite Hall*, 30 L. T. Rep. N. S. 233. Adm.)

SPECIMENS OF A CODE OF MARINE INSURANCE LAW.

By F. O. CRUMP, Barrister-at-Law.)

(*Continued from p. 382.*)

AGENTS (OF UNDERWRITERS).

Appointment.

THE appointment of agents to subscribe policies should be formal.

NOTE.—The ordinary principle applies that a contract made without authority may bind one who by his act or neglect has led third persons to believe that an agent acting for him was duly authorised.

In the absence of a formal appointment it is a question of evidence whether surrounding circumstances prove agency.

Neal v. *Ewing*, 1 Esp. 61; *Courteen* v. *Touse*, 1 Camp. 43; *Brocklebank* v. *Sugrue*, 5 Car. & P. 21; 1 M. & Rob. 102; 1 B. & Ad. 81; 2 Duer. 341 n. a.

Extent and Execution of Powers.

The purpose of the agency is to solicit applications for insurance, make surveys or examinations of the subjects proposed to be insured, subscribe or deliver policies, receive notice of other insurances or of compliances with stipulations on the part of the assured, receive premiums, adjust losses, and return of premium, and make payments.

Phillips, sect. 1878.

The authority must not be exceeded:

Baines v. *Ewing*, L. Rep. 1 Ex. 320.

Authority to subscribe policies does not necessarily authorise the agent to settle and pay losses.

NOTE.—It must depend wholly upon the custom of the place and the relation of the principal and agent to each other in business and correspondence: (Phillips, s. 1873.)

It is, however, one circumstance tending to show such authority.

Such authority is revoked by the bankruptcy of the underwriter.

Parker v. *Smith*, 16 East, 382.

An agent in a foreign port to communicate information to insurers respecting marine risks, and advise them generally of matters affecting their interests, is not authorised to receive notice of abandonment so as to bind them:

Phillips, sect. 1875.

In general the agent of the underwriters for receiving applications is such for receiving notice of other insurances, incumbrances, &c., and as such his knowledge will affect them, and his acts will bind them:

Phillips, sect. 1876.

NOTE.—Under what circumstances the assured is affected by the mistakes of the agent of the underwriters, see 2 Phillips, p. 527.

Lloyd's agents are bound by their printed instructions, and cannot make up or sign an adjustment of a loss, or accept abandonment as the representatives of the underwriters:

Arn, 4th edit., 177.

AGENTS—LIEN AND SET-OFF.

LIEN.

Who entitled to.

A lien on a policy may be acquired by:—

(*a*) Insurance agents and brokers.

(*b*) General agents.

(*c*) Sub-agents.

For what.

By (*a*) for commissions or premiums which they have paid, or are responsible for, and their general balance of insurance account against the principal.

By (*b*) for commissions and premiums and general balance of account against the principal when the insurance is effected in the course of the mercantile agency.

By (*c*) for commissions and premiums, and for their general balance of account as against the agents who, as principals, instruct them if without notice that they are agents.

NOTE.—The latter clause of this last proposition has been objected to as giving an agent power to pledge the goods of his principal, and Mr. Phillips seems to think it unsound: (See sect. 1916, Arn. 4th edit. 196 *et seq.*

Observations.

Usage or agreement, or the previous course of business between the parties, may give a right of set-off, where it otherwise would not exist:

Green v. *Farmer*, 4 Burr. 2214.

NOTE.—Mr. Phillips says: "It is adjudged or implied in some cases, that an insurance broker has, by virtue of the general usage of the place, especially in London, a right to retain any policy he may effect for the principal, on account of his demands against him for previous advances and charges, in case of the principal having notice, or being bound to take notice of the usage:" (Sect. 1912, par. 2.)

See *James* v. *Rodgers*, 15 M. & W. 375; *Oliver* v. *Smith*, 5 Taunt. 56.

A general agent with whom a policy is left has no lien upon it for money advanced independently of the policy:

Muir v. *Fleming*, Dowl. & Ry. N.C. 29.

An agent effecting a policy on goods to be shipped by a correspondent has a lien on the proceeds after a loss for his general balance against the shipper, although the goods are consigned to him on condition of his agreeing to pay over the proceeds of the shipment to a third party:

Man v. *Shiffner*, 2 East, 523.

A broker employing an agent to insure who pays premiums and delivers over the policies has no lien for the premiums on the policies so delivered:

Snook v. *Davidson*, 2 Camp. 218.

A sub-agent being ordered by an agent whom he knows to be such, and not owner, to effect a policy on goods, has no lien on the policy for his general balance against the agent:

Man v. *Shiffner*, 2 East, 523.

A broker of an underwriter who pays losses on policies for his principal, retaining the policies, has a lien upon the salvages for his general balance against the underwriters:

Ph., sect. 1923; *Moody* v. *Webster*, 3 Pick. Mass. 424 (amounts allowed by a foreign state for captures of her subjects insured by the policies).

Loss and Revival.

Lien is lost—

By parting with possession of the policy.

By holder pledging the policy as his own.

NOTE.—An assignment of a policy to keep for the transferor, subject to his lien, is not a pledge forfeiting the lien.

McCombie v. *Davies*, 7 East, 52; *Urquhart* v. *McIver*, 4 Johns, N. Y. 103.

By taking a security payable in the future.

Hewison v. *Guthrie*, 2 Bing. N. C. 755; *Cowell* v. *Simpson*, 16 Ves. 276.

The lien is revived:

On the policy again coming to the hands of the agent while his immediate employer is interested.

Whitehead v. *Vaughan*, Cooke's B. L. 579.

NOTE.—Assignees having in the meantime become interested, the lien for a general balance does not revive.

Spring v. *South Carolina Insurance Company*, 8 Wheat. 268; see also *Levi* v. *Barnard*, 8 Taunt. 143; 2 J. B. Moore, 34; *Sweeting* v. *Pearce*, 9 C. B., N. S., 534.

SET-OFF.

All premiums returned and all losses accruing on the policy may be retained and set-off until a lien is satisfied.

Phillips, sect. 1909.

The debts which can be set-off as between an agent and an underwriter must be mutual.

Wilson v. *Creighton*, 3 Doug. 132; *Houston* v. *Robertson*, 4 Camp. 342; 6 Taunt. 648; *Shee* v. *Clarkson*, 12 East, 507.

Therefore, losses which are due by the underwriter to the assured cannot be set-off by the broker against a claim for premiums payable to the underwriter.

NOTE.—A broker, however, having a lien on the policy, may insist on an underwriter paying the loss on the latter demanding the premiums.

Parker v. *Beasley*, 2 M. & S. 423; *Davies* v. *Wilkinson*, 4 Bing. 573; *Shee* v. *Clarkson*, 12 East, 507; *Wienholt* v. *Roberts*, 2 Camp. 586.

A broker acting *del credere* does not acquire any additional right of set-off.

Goldschmidt v. *Lyon*, 4 Taunt. 534; *Houston* v. *Bordenave*, 6 Id. 451; *Baker* v. *Langhorn*, 4 Camp. 396; *Peele* v. *Northcote*, 7 Taunt. 478; *Marnett* v. *Forrester*, 4 Taunt. 541.

The right of the agent to retain and set-off sums received from underwriters on account of any liability he may have assumed for the future for the principal, will depend on his having a lien on his policy for his commissions, or his having made advances upon the credit of the policy.

Godin v. *London Assurance Company*, 1 Burr. 489; *Kinloch* v. *Craig*, 3 Term 783; *Hammond* v. *Barclay*, 2 East, 227; *Castling* v. *Aubert*, 2 East, 325.

Bankruptcy of the Underwriter.

In case of a broker being agent of both parties to a policy, the underwriter on which becomes bankrupt, the underwriter is discharged from the claims of the assured for losses and returns of premiums, and the broker, being debtor for premiums, is discharged therefor, so far as they have been passed and settled by the broker and underwriter in account, previously to the act of bankruptcy of the latter.

So far as the premiums and losses have not been so settled, they are not set-off, whether the policies on which they accrue had been subscribed or the losses known before the bankruptcy or not:

Phillips, s. 1927.

Recovering back Money paid.

In case of payment by the underwriter to the agent of the assured through mistake, or for loss on a policy that is illegal as between the parties to it where the agent is not a party to the illegality, the money may be recovered back, if demanded in time:

Phillips, s. 1927; *Jameson* v. *Swainstone*, 2 Camp. 546, n.; *Edgar* v. *Fowler*, 3 East, 222; *Buller* v. *Harrison*, Cowp. 565.

A policy being void by misrepresentation without fraud, the underwriter cannot recover back from the agent of the assured money which he had paid over to his principal in ignorance of the misrepresentation:

Holland v. *Russell*, 1 B. & S. 424.

Miscellaneous Duties.

The agent must keep his principal advised of the business of the agency;

Must keep and duly render accounts of the business of the agency;

And select brokers and other sub-agents with proper vigilance and discretion;

And give them proper instructions to collect and preserve the evidence, if his agency is for making an abandonment or adjusting or prosecuting for a claim:

Phillips, s. 1901.

Discharging the Underwriter.

The underwriter is not discharged from the claim of the assured, except by actual payment to the agent:

Russell v. *Bangley*, 4 B. & Ald. 395; *Todd* v. *Reid*, 4 B. & Ald. 210; *Scott* v. *Irving*, 1 B. & A. 605; *Bartlett* v. *Pentland*, 10 B. & C. 760; *Ovington* v. *Bell*, 3 Camp. 237; *Jell* v. *Pratt*, 2 Stark. 67.

Under authority to an agent of the assured to receive payment of a loss, or a return of premium, he is not authorised to discharge the underwriter by merely crediting the loss or including such a credit in the settlement of his account with the underwriter:

Phillips, sect. 1883.

The fact of the name of the underwriter having been struck off the policy may discharge him if it be shown to have been done with the consent of the assured:

Bartlett v. *Pentland*, 10 B. & C. 760; *Scott* v. *Irving*, 1 B. & Ad. 605; and other cases, *sup.*

COMPANY LAW.

NOTES OF NEW DECISIONS.

CONTRIBUTORY—TRANSFER OF SHARES—UNPAID CALLS—ACQUIESCENCE.—The 16th section of the Companies Clauses Consolidation Act 1845, which provides that "no shareholder shall be entitled to transfer any shares, after any call shall have been made in respect thereof, until he shall have paid such call, nor until he shall have paid all calls for the time being due on every share held by him," is intended for the protection of companies and not of their creditors; and if the directors of a company assent to a transfer of shares on which calls are due, the property in the shares passes to the transferee, and the transferor cannot be placed on the list of contributories in respect of the shares so transferred, though he may be sued at law for the amount of the calls due at the date of the transfer. Decision of Malins, V.C., affirmed: (*Littledale's case*, 30 L. T. Rep. N. S. 213. L.JJ.).

BILL BY ONE SHAREHOLDER ON BEHALF OF ALL—RIGHT OF MINORITY.—The majority of the shareholders in a company have no right to use their votes in such a way as to compromise a suit instituted for the benefit of the company, and to retain the benefits obtained by the compromise for themselves as to the exclusion of the minority. Where an attempt is made to do so by the majority of the shareholders, a bill filed by one shareholder on behalf of himself and the other shareholders to enforce the rights of the minority will be entertained. Demurrer for want of equity to such a bill overruled. Decision of Bacon, V.C. confirmed: (*Menier* v. *Hooper's Telegraph Works* 30 L. T. Rep. N. S. 209. L.JJ.)

SHERIFFS COURT.

KITE *v.* METROPOLITAN BOARD OF WORKS.

THIS was a compensation claim, tried before a jury, at Red Lion-square, on the 15th inst., in respect of a short leasehold house in High-street, Shoreditch, required for the new street now forming from Oxford-street to Shoreditch.

The Board of Works were represented by *Hawkins*, Q.C., and *Philbrick*, Q.C. and the claimant by *Huddleston*, Q.C.; Mr. George Fuller, of Fuller and Fuller, acted as surveyor for Mr. Kite, instructed by *Whitwell*.

The jury, after viewing the premises, returned a verdict by consent for £1200, for the leasehold and trade.

TRAILL AND SON *v.* METROPOLITAN BOARD OF WORKS.

THIS was another compensation claim, tried at Red Lion-square, on the 17th and 18th. The claimants are ship chandlers and sail makers, carrying on business at 43 and 44, High-street, Wapping, of which premises they were lessees of the one moiety, and freeholders of the other. The property was required for the widening of High-street, Wapping.

Hawkins, Q.C., and *Philbrick*, Q.C., appeared for the Board of Works; and the Hon. *A. Thesiger*, Q.C., and *Robins*, on behalf of the claimants, under instructions from *Lowless*, *Nelson*, *Jones* and *Co.*

Mr. G. Fuller, of the firm of Fuller and Fuller, surveyors, gave evidence in support of the claim, as did also Mr. Murrell, Mr. Farmer, and two architects; the Board's witnesses being Mr. Clifton, Mr. Horsey, and Mr. Trist.

After the jury had heard the evidence on both sides

Hawkins put the case before them as one in which they should give £2519 for the property, £500 the amount agreed upon for the fixtures, and £1500 as the outside for any supposed loss to trade—in all £4519.

The Hon. Mr. *Thesiger* followed on the other side.

The jury, in the end, returned a verdict for £3500 for the premises under notice to treat, £500 for the fixtures, and £3000 for compulsory removal, making a total of £7000.

COUNTY COURTS.

MACCLESFIELD COUNTY COURT.

Thursday, April 9.

(Before J. St. J. YATES, Esq., Judge.)

COOPER *v.* LONDON AND NORTH-WESTERN RAILWAY COMPANY.

Railway company—Liability for want of punctuality in arrival of trains—Damages.

A. took a return ticket from B. to C. by one line, and then another from C. to D. by the defendants' line. On returning from D. in the evening the train by which he travelled was fifty minutes late in arriving at D., having lost that time in going from D. to the terminus E. (whence the same train returned towards C. calling at D.)—a distance usually travelled in fourteen minutes. In consequence of this delay A. lost the return train from C. to B., and had to put up for the night, getting home to B. next morning:

Held that the defendants were liable for negligence in not providing sufficient engine power or allowing the steam to get too low no satisfactory explanation of the delay having been offered by them.

THE facts of the case will appear from the judgment.

His HONOUR said: In this case the plaintiff, Cooper, took a return ticket between Congleton and Macclesfield by the North Staffordshire Railway, and thence a return ticket by the defendants' lines between Macclesfield and Chapel-en-le-Frith. Passengers from Macclesfield to Chapel-en-le-Frith and Buxton change trains at Stockport, whence they are forwarded by the Manchester and Buxton line, which is worked by or belongs to the defendants. The return journey is performed in the same manner. The plaintiff arrived at Chapel-en-le-Frith in due course, and having spent the day, went to the railway station in proper time to travel by the train advertised in the defendants' time bills to leave Chapel-en-le-Frith at 5.47 p.m. for Stockport, where it should arrive at 6.25 p.m. in time for him to catch the train leaving Stockport at 7.2 p.m., due in Macclesfield at 7.45, being the last train by which he could arrive in Congleton that night. This was shown on the defendant's time bills. The train was fifty minutes late in leaving Chapel-en-le-Frith. This delay arose as follows: The traffic between Manchester and Buxton is worked by one engine and one set of carriages, which perform the journey backwards and forwards. At the Buxton end there is no spare engine. Chapel-en-le-Frith is an intermediate station between Manchester and Buxton, about five miles from the latter. The trains from Manchester go on from Chapel-en-le-Frith to Buxton, where, in this instance, twenty minutes were allowed for unloading and reloading the train, which then starts back to Manchester. The journey from Chapel-en-le-Frith to Buxton usually occupies fourteen minutes, but on the occasion now under consideration the down train lost ten minutes between Whaley Bridge and Chapel-en-le-Frith (four miles), and forty minutes between Chapel-en-le-Frith and Buxton. The result was that it was fifty minutes late on arriving at Buxton, and fifty minutes late on leaving on the return journey. It further appears that in consequence of this delay, the plaintiff, on arriving at Stockport, found that the last train to Congleton had left. After waiting three hours at Stockport he caught a train which took him as far as Macclesfield, where he arrived at 10.48 p.m. and was compelled to remain all night, going on to Congleton next morning, and he now sues the company for damages for his detention and also for the expenses he was put to in stopping at the hotel in Macclesfield, and the cost of his journey the next morning to Congleton. The defendants relied on the general regulation set forth in their time tables, which is as follows:—"Time Bills.—The published train bills of this company are only intended to fix the time at which passengers may be certain to obtain their tickets for any journey from the various stations, it being understood that the trains shall not start before the appointed time. Every attention will be paid to ensure punctuality, as far as it is practicable; but the directors give notice that the company do not undertake that the trains shall start or arrive at the time specified in the bills; nor will they be accountable for any loss, inconvenience, or injury, which may arise from delays or detention. The right to stop the trains at any station on the line, although not marked as a stopping station, is reserved."—which their advocate contended was incorporated with and formed part of their contract with the plaintiff—and so far I agree with him. But they do not and cannot by any such regulation divest themselves of their responsibility for negligence or want of due diligence in the discharge of their duties towards those with whom they have entered into the contract. The question is, therefore, whether the defendants acted so negligently, or with such want of diligence in the matter, as to entitle the plaintiff to recover. I am of opinion that they did. The only explanation of the delay which was attempted was that the rails were slippery and the gradient heavy. It was, however, admitted that the train was not above the usual weight, and that the engine was one which was habitually used for this journey. But this is by no means a satisfactory explanation of a delay of forty minutes in a journey which usually occupies fourteen—that is to say, fifty-four minutes were necessary for a distance usually traversed in fourteen; an excess not to be accounted for by mere greasiness of the rails, and, as there was no accident to the machinery, either the engine was in itself of insufficient power, except when the rails were perfectly dry (which is not always the case in that country), or the driver had allowed his steam to get too low. The latter appears to me the probable reason, as the return journey being all downhill less steam would be required, and there would be twenty minutes at Buxton to get it up to proper pressure. But whichever be the case the defendants are, in my opinion, responsible to the plaintiff for the damages which he has sustained by the delay, and I assess them at 15s., being the expense of staying all night at Macclesfield, and a fresh ticket to Congleton in the morning.

The defendants asked for leave to appeal upon the ground that the expense of staying all night in Macclesfield was not recoverable. Leave was granted on that point.

MR. JUSTICE BLACKBURN AND THE JUDGE OF THE CAMBRIDGE COUNTY COURT.

WE extract from the *Cambridge Independent Press* of 18th April the following full report of Judge Beales' reply to the remarks of Mr. Justice Blackburn, reported in this journal on Feb. 7:

His HONOUR, addressing the senior barrister present, said: Mr. Cockerell,—I should be very ungrateful, as well as uncourteous, if I were to allow the day to pass without publicly acknowledging the address you were kind enough to forward to me a few days ago, signed by thirty-three gentlemen, besides yourself, practising either as barristers-at-law or attorneys and solicitors in courts on my circuit, an address expressing pain and regret at a remark reported in the *Law Times* of the 7th of February last, to have been made by Mr. Justice Blackburn in the Court of Queen's Bench, as to my ruling in the case of *Taylor* v. *The Great Eastern Railway Company*, which came before that court on appeal from the Haverhill County Court, and expressing also the perfect satisfaction of the gentlemen signing the address with my rulings generally which were involved in the same ungracious remarks; and expressing further their high respect and esteem for my judicial conduct during the whole time I have been the judge of this circuit, and their full confidence in my "able and impartial administration" of the law. It is impossible that anything could have occurred more gratifying to my feelings, or to which, under the circumstances, I could attach greater value, than this warm and spontaneous expression of sympathy, esteem, and confidence by so many of the gentlemen practising before me, an expression I may regard as almost unanimous from my courts, as several gentlemen whose names are not attached to the address in consequence of the delay which would necessarily have arisen from sending it round to all the sixteen courts, or from their absence at the time of its being sent to their court, or other accidental circumstances, have personally expressed to me their regret at their not having had the opportunity of signing it, and their entire concurrence with every word it contains. I profoundly and from my inmost heart thank all for it. The address, with considerate delicacy, refrains from any discussion of the case reported on appeal in the *Law Times;* but I consider it my duty, both to myself and to those who have presented and concurred in this highly complimentary address, to make some remarks on that report. The address expresses pain and regret at the particular remark which is quoted as alleged in the report to have been made by Mr Justice Blackburn in reversing my decision. I am deeply sensible of this very kindly feeling on my behalf, but I cannot but add, and perhaps many will anticipate what I am about to say, that I read that remark, and the other unseemly remarks alleged to have been made by the learned judge, with such great surprise and indignation that I might, if I had acted on the impulse of the moment, have been disposed to express as strongly as I felt it; but upon reflection I deem it more befitting what is due to and from me in the position which I have the honour to hold, to attribute these remarks either to some mistake or exaggeration in the report, or to some grave misapprehension of the real facts of the case and of the grounds of my decision. That there was great misunderstanding as to one of the points on which it was thought proper to subject me to animadversion is most certain, for on the faith of a statement that I allowed the company to appeal only on condition that they paid the costs of the appeal, the learned judge thought proper to intimate that I had exceeded my jurisdiction. Now, without discussing the question whether I should have exceeded my jurisdiction if I had imposed such a condition, the case being, by reason of the small amount of damages claimed, one in which the company could not have appealed without my permission, the fact is I imposed no such condition. The solicitor of the company himself stated openly at the last Haverhill Court, and in very frank and manly terms, that he was as much surprised as I could be at any such statement having been made in the court above, as no such condition had been made by me. On this point, therefore, the offensive remarks in the court above were wholly unjustified by anything that took place in my court; and hence I am the more inclined to suppose that there was in other respects some such misapprehension of the real facts of the case, and of the grounds of my decision. These facts and grounds briefly were that furniture of which the company had undertaken the carriage was completely smashed in the transit, and nothing but the fragments were delivered to Mr Taylor, the consignee and plaintiff, and I held the company liable for the damage on the old common law principle that they were insurers of the goods for their safe and secure delivery, notwithstanding a special contract entered into by them with the consignee, exempting them in consideration of their carrying the goods at a lower rate from all risk and responsibility, except from any wilful act or default if proved. I considered that such a contract was null and void under the seventh section of the Railway and Canal Traffic Act, by which it was enacted, as it appeared to me in confirmation of the old common law principle that companies should be liable for loss of or injury to animals or goods occasioned by the neglect or default of the company or its servants, notwithstanding any notice, condition, or declaration made and given by such company contrary thereto, or in anywise limiting such liability; and every such notice, condition, or declaration was declared to be null and void, a proviso being added, that nothing therein should be construed to prevent companies from making such conditions as should be adjudged by the court or judge, before whom any question relating thereto should be tried, to be just and reasonable. It seemed to me, having regard to the interests and welfare of the public, that railway companies had gone too far in availing themselves of this proviso, that they had availed themselves of it to an extent which with the additional contrivance of charging a lower carriage-rate, purported to exempt them altogether from that liability for loss or injury occasioned by the neglect or default of themselves or their servants, to which the Act expressly declared and intended they should be liable, and to which they were liable at common law as insurers there being nothing in the Act limiting their liability any more than at common law to negligence or default proved to be wilful, and it being besides, in almost all cases, quite out of the power of the customer to obtain or give proof of such wilfulness. The case of *Taylor* v. *The Great Eastern Company* appeared to me a peculiarly proper one for having this, as it seemed to me, important question decided by a Superior Court, as negligence was not denied, and the defence was, that negligence of any degree, or to any extent, was immaterial, unless it could be proved to be wilful; a defence which appeared to me to be not admissible, within either the spirit or letter of the Railway and Canal Traffic Act. Had my decision on this point, to which everything else in the decision was merely subordinate, been reversed after full discussion and argument, I should have bowed with the utmost respect to the judgment of the Superior Court; but, so far as I can gather from the report, my decision was reversed, and in no very courteous terms, without the shadow of an argument, or the least attempt of an argument controverting the grounds of my decision, as here referred to, and relied on by me in the court below, and without any reason whatever being given for adjudging those grounds to be erroneous. However much I may regret this result of the appeal which I allowed to be made, and however indignant I may feel at the language reported to have been used towards myself, I have the large consolation of being countenanced in my views, as

regards the main point in this case, by one of the most eminent courts of jurisprudence in the whole world—the Supreme Court of the United States—in which this very question as to whether a common carrier can, by entering into a special contract with a party for carrying his goods or person on modified terms, stipulate for immunity for the negligence of himself and his servants, has been made the subject of a most elaborate and exhaustive judgment in the negative. By that judgment, after a full review of the law of carriers, and after a special reference to our Railway and Canal Traffic Act, as substantially a return to the rules of the common law, and after commenting on the necessity of standing firmly to those principles of law by which the public interests are protected, now that the carrier and his customer do not stand on a footing of equality, the business being mostly concentrated in a few powerful corporations, whose position enables them to impose such conditions on travel and transport as they think fit, the customers being completely in their power, the decision of the court was pronounced to be "that it is not just and reasonable in the eye of the law for a common carrier to stipulate for exemption from responsibility for the negligence of himself or his servants." I could not have desired a more complete vindication of the views I had previously formed on this subject, and in accordance with which I decided the case of *Taylor* v. the *Great Eastern Railway Company*. I have only further to add, gentlemen, for your satisfaction as to my rulings in general, otherwise I should not have condescended to allude to the matter, that only one appeal from my decisions had succeeded up to the time of this late extraordinary affair in the Court of Queen's Bench. In all other cases my rulings had been affirmed. With regard to the one exception, being that of an appeal from a judgment of mine in this court, I have been quite unable to ascertain upon what grounds or to what extent the Superior Court dissented, if it did dissent, from that judgment, and I much regret being thus unable to obtain this information, as the case involved a question of some nicety and novelty in the law of real property, in which I had had large practical experience when at the bar, having been for several years conveyancing counsel to one of the largest of our railway companies, and having advised on the title to great part of the property over which their lines now run. I cannot conclude these remarks without again deeply thanking you, Mr. Cockerell, and all who have signed or concurred in this address, for the exceeding great gratification I have derived from it. It will be ever treasured by me with warm feelings of both pride and pleasure, and with a constant and grateful remembrance of so ample a testimony of confidence, respect, and sympathy under somewhat trying circumstances, and I can but hope that no conduct on my part in future, any more than in the past, will tend to diminish that respect and confidence, or cause less agreeable relations to exist between us.

The following is the text of the address referred to:

"To Edmond Beales, Esq., Judge of the County Courts of Circuit No. 35.

"Dear Sir,—We, the undersigned, barristers-at-law or attorneys practising before you in the courts of which you are the judge, have read with much pain and regret a report in the *Law Times* of 17th Feb. 1874, of a remark alleged to have been made by Mr Justice Blackburn in reversing a decision given by you in the case of *Taylor* v. *The Great Eastern Railway*, that if you were in the habit of making such rulings he (Mr Justice Blackburn) owned he thought the Lord Chancellor should be made aware of it.

"Without discussing the particular point before the Court of Queen's Bench in the case alluded to, or presuming in any way to question the correctness of the views taken by that eminent judge, we think it due to you to state that we have been perfectly satisfied with your ruling generally; that we consider you bestow more than usual attention and care on all cases coming before you; that your judicial conduct during the whole time you have been the judge of this circuit has commanded our high respect and esteem; and that we have the fullest confidence in your able and impartial administration of the law in your several courts."

[Signed by four barristers and thirty attorneys practising in the several courts.]

THE Liberal party in Preston have decided not to oppose the return of Mr. Holker.

IN charging the Grand Jury at the Salford Hundred Quarter Sessions, on Monday, the Deputy Chairman remarked that out of the sixty-six prisoners for trial twenty-three could neither read nor write, twenty-one could only read and write imperfectly, and only two could read and write well.

BANKRUPTCY LAW.

KINGSTON-ON-THAMES COUNTY COURT.

Friday, April 17.

Re THREADKELL; *Ex parte* SHRUBSOLE.

THE KINGSTON BURIAL BOARD, GARNISHEES.

Liquidation by arrangement—Absolute garnishee order a "charge" on debt attached within the 12th and 16th sections of the Bankruptcy Act 1869.

IN this case the liquidating debtor had entered into a contract, dated 24th Nov. 1873, with the Kingston Burial Board for the execution of certain works. On the 9th Jan. 1874, a garnishee summons was issued against the board by Messrs. Shrubsole, the judgment creditors of the liquidating debtor; and on the 16th Jan. an absolute order was made thereon for £44 10s. 3d., debt and costs. On the 19th Jan. a certificate was signed by the surveyor of the completion of the works in the contract, and of a balance of £76 4s. 4d. being due to the liquidating debtor. On the 20th Jan. the petition for liquidation was filed, and on the 5th Feb. resolutions were duly passed and a trustee appointed. The trustee now applies for an order upon the burial board to pay to him the balance of £76 4s. 4d., certified to be due as above. Messrs. Shrubsole oppose this application and apply for an order that the sum of £44 10s. 3d., for which they have obtained a garnishee order against the burial board as above, may be paid to them on the ground that under such last mentioned order they are creditors holding a "charge," and therefore a security on property of the bankrupt, under the 12th and 16th sections of the Bankruptcy Act, 1869. According to the recent case of *Emmanuel* v. *Bridger, Roberts Garnishee* (Q. B. Weekly Notes, Feb. 21st, 1874.) That case, as reported, indeed goes much farther than the present, for it decides that an absolute garnishee order is a charge not only on the debt due from the garnishee, but on goods belonging to the garnishee of which his creditor had taken possession by his agent under a bill of sale, and on which the agent had a lien for an advance of £50 made by him without notice of any attachment. I confess that I have some difficulty in following the latter part of this decision, and have some doubt as to the correctness of the report; but I think that it is quite clear that an absolute garnishee order constitutes a charge upon the debt due from the garnishee within the meanings of the above sections of the Bankruptcy Act, 1869, and therefore that Messrs. Shrubsole are entitled under the order obtained by them to a charge for £44 10s. 3d. on the balance of £76 4s. 4d., found due from the burial board as above, and to the receipt of the same from the burial board, and likewise to receive their costs of this application from the estate.

Ex parte MARSH; *Ex parte* BAYLEY.

Written orders to debtor—"Charges" under the 12th and 16th sections of the B. A. 1869.

THESE two claimants obtained written orders from the liquidating debtor, dated respectively the 3rd and 16th Jan., for the respective sums of £17 11s. 9d. and £10, addressed to the burial board, and directing them to pay the above amounts out of any moneys due from them under the above contract to the debtor, and which orders were therefore given previously to the surveyor's certificate, and also to the filing of the petition for liquidation above stated. I think that such orders are clearly equitable charges, and amount to assignments in equity of so much of the debt. *Row* v. *Dawson* (1 Ves. 331), and *Bell* v. *The London and North-Western Railway Company* (15 Beav. 548), and are also charges within the meaning of the 12th and 16th sections of the Bankruptcy Act 1869. The claimants are therefore entitled to receive the above sums of £17 11s. 9d. and £10 respectively from the burial board, which together with the sum of £44 10s. 3d., payable to Messrs. Shrubsole, make the sum of £72 2s. 0d., leaving the sum of £4 2s. 2d. only payable to the trustee. The claimants, Marsh and Bayley, are of course also entitled to their costs from the estate. With regard to these two charges, I have assumed that they were given for present value, and not for previous debts, in which case they would be fraudulent preferences, and void under the 92nd section. The burial board must also have their costs from the estate.

MANCHESTER COUNTY COURT.

Friday, April 17.

(Before J. A. RUSSELL, Q.C., Judge.)

Re C. L. CLARKE.

Bankruptcy—Partnership—Admission of proof of official liquidator of creditor company without proof of appointment—Admission of proof of debt of a partner of the debtor.

B., official liquidator of a company of which bankrupt was a debtor, applied to prove the debt, offering no evidence of his appointment as official liquidator beyond making his affidavit, and stating that the debt was due to him in that capacity. The registrar refused to admit the proof, but admitted it as a claim.

Held, that he ought to have admitted the proof.

W. applied to prove against the estate for money advanced to the bankrupt on condition that he should share in the profits of the bankrupt's business. The registrar admitted the proof, allowing W. to vote, but postponing his right to a dividend till the other creditors were satisfied.

Held, that the proof ought to have been rejected, and that as a matter of course the resolution passed at the first meeting must be set aside, and a fresh meeting held.

Smyly, barrister, instructed by Messrs. *Sal* and *Co.*, in support of the appeal from the registrar's decision.

Jordan, barrister, instructed by *Partington* and *Allen*, for the trustees appointed at the first meeting.

This was a motion on behalf of Alfred Audrey Broad, of 35, Walbrook, London, public accountant, the official liquidator of the Imperial Rubber Company, Limited, in liquidation, for an order that the decision of the registrar, at the first meeting of creditors on the 26th March last, whereby he refused to admit the proof of Mr. Broad as official liquidator for the sum of £141 8s. 6d. as a proof, but admitted the same as a claim only, and refused to allow him to vote at the meeting, should be reversed and set aside, and the proof admitted on the estate. 2. That the decision of the registrar, whereby he admitted the proof of Richard Wood, of John-street Mill, Heywood, Manufacturer, for the sum of £417 13s. 9d., and allowed Mr. Wood to vote at the meeting in respect thereof, should also be reversed and set aside. 3. That the resolutions alleged to have been passed at the first meeting should be set aside, and a fresh meeting called to appoint a trustee, and for such other purposes as it is competent for a first meeting of creditors to transact.

The bankrupt carried on business as an iron merchant at 5, Todd-street, Manchester. It appeared from an affidavit of Mr. Paterson, who attended as the proxy of Mr. Broad at the first meeting, that at that meeting he presented a proof on behalf of Mr. Broad, the official liquidator, for £141 8s. 6d., at the foot of which he was appointed proxy of Mr. Broad. On his presenting the proof it was objected to by the solicitor for the petitioning creditor, on the ground that no evidence of the appointment of Mr. Broad as official liquidator was given, beyond the statement in the affidavit of debt that he was official liquidator, and the registrar allowed the objection and admitted the proof as a claim only, and refused to allow Mr. Paterson, as Mr. Broad's proxy, to vote in the proceedings of the meeting. At the same meeting a proof was presented by Mr. Wood for the sum of £417 13s. 9d. in respect of money lent and advanced. That proof was objected to by one of the creditors present, and Mr. Wood was thereupon examined upon oath before the registrar, when he admitted that the money for which he sought to prove against the estate had been lent under the stipulation that he should share in the profits of the business. He alleged that the loan was made under a written contract pursuant to the Partnership Amendment Act, whereby, although he was to participate in the profits, he was still not to be constituted a partner. That objection was overruled by the registrar, and the proof admitted, and Mr. Wood allowed to vote at the meeting. Thereupon resolutions appointing Mr. Wood and another creditor trustees in the matter, without security, and without a committee of inspection, were declared by the registrar to have been passed; hence the present application to reverse this decision, and to order a fresh meeting to be called.

Upon the first point *Smyly* submitted that for the purpose of mere proof of debt, inasmuch as the debt itself was not disputed, the statement of Mr. Broad that he was official liquidator was sufficient to have the proof admitted, although Mr. Broad had not as a separate allegation stated that he was official liquidator. Still having described himself as such, if such statement were false he was liable to be prosecuted for perjury; and he quoted the case of *Ex parte Lowenthal* (22 Weekly Reporter, p. 459), in support thereof. Upon the second question, as to the admission of Mr. Wood's proof, he submitted that Mr. Wood under the circumstances could not prove at all upon the estate. It might be contended that, although by the operation of the Partnership Amendment Act he was debarred from receiving a dividend until all the other creditors had been paid 20s. in the pound, he was still entitled to prove on the estate, subject to that disability; but the case of *Ex parte Mills* (L. Rep. 8 Ch. Ap. 569; 28 L. T. Rep. N. S. 606) covered the whole question. He also referred to sect. 16, sub-sect. 2, and to sect. 32 of the Bankruptcy Act 1869, by the latter of which it is pro-

vided that, with the exception of certain preferential claims, which are paid in full, "all debts provable under the bankruptcy shall be paid *pari passu*;" and as this was a case in which it was clear that Mr. Wood would not be entitled to be paid *pari passu* with the other creditors, then his was not a debt provable, at least until all the other creditors had been paid 20s. in the pound.

Jordan, in reply, argued that it was incumbent upon Mr. Broad to give the fullest proof to the court that he was official liquidator as represented by him in his affidavit; in fact, such proof as would satisfy a court of common law of that fact; and, inasmuch as there was nothing beyond the mere statement in his affidavit, and Mr. Broad did not attend in person, then the registrar was right in admitting his proof as a claim only, and refusing the right to vote in respect thereof. Upon the second point he stated that, after the judgment of Mellish, L.J., in the case of *Ex parte Mills*, he could scarcely argue the case further, but he submitted that Mr. Wood had a clear right to prove on the estate, although his right to receive dividend would be kept in abeyance until all the other creditors had been satisfied.

His HONOUR said that independently altogether of the case quoted by Mr. Smyly on the first point, he should have been of opinion that the fact that Mr. Broad was the official liquidator was sufficiently averred in his affidavit. There could not certainly, in order to admit a proof upon the file, be more required than that the person making the proof should *primâ facie* be entitled to prove. In the affidavit in this case there were three distinct affirmations—first, that he was Mr. A. A. Broad; secondly, that he was a public accountant; and, thirdly, that he was the official liquidator of the Imperial Rubber Company. Mr. Jordan had argued that that was not a sufficiently distinct affirmation, but he (his Honour) held, upon the authority of Lord Cairns, in *Re Lowenthal*, that there was sufficient upon the face of the affidavit to entitle Mr. Broad to put his proof upon the file in the character in which he described himself. With regard to the second point, namely, whether or not the debt in this case, having arisen out of a transaction which was within the statute of 1865—the Partnership Law Amendment Act—was capable of being proved under the bankruptcy, *Ex parte Mills* was quite a distinct authority. The Lords Justices had decided in that case that a lender in such a case as this was not entitled to appear as a creditor at all until the other creditors were satisfied. That being the case, he (his Honour) must disagree with the opinion formed by the chairman of the meeting, and hold, in the first place, that the proof of Mr. Broad had been improperly rejected, and in the next that the proof of Mr. Wood must be expunged. Mr. Smyly's third application, namely, that another meeting of creditors should be called for the appointment of a fresh trustee, would follow. Costs of both sides to come out of the estate.

(Before the REGISTRAR.)

Re STUBBS, ROBERTON AND CO.

Bill of sale—Assignment of partnership property by one partner.

Addleshaw (*Addleshaw* and *Warburton*), on behalf of the trustee, applied for an order declaring two agreements and a bill of sale, dated respectively 10th Oct. 1871, 10th April 1872, and 17th May 1872, and given by the bankrupts to a gentleman named Winpenny, to be void as against the trustee. He said the bankrupts, on the 10th Oct. 1871, borrowed from Mr. Wimpenny a sum of £250, and signed an agreement of that date, by which they agreed when requested to execute a bill of sale. The debtors should have repaid that amount on the 10th April 1872, but they were unable to do so, and a second agreement was entered into to the like effect. It recited a then present advance which appeared to have been an error, as it was clear from the evidence of the debtors as well as the examinations of Wimpenny that no amount was advanced at that time. In the following month, May 1872, Mr. Leigh applied to the debtors to pay the amount due to Mr. Wimpenny or to execute a bill of sale which he had prepared. Roberton executed it, but Stubbs declined to do so, and wrote Mr. Leigh to that effect. On the 17th May possession was taken by Mr. Wimpenny, and on the 21st May 1872, Stubbs filed a petition for liquidation, and Roberton also filed a petition on the 2nd July following. They were both adjudicated bankrupts on the 11th July, and Mr. Milne was appointed trustee under the bankruptcy. He (*Addleshaw*) contended that the bill of sale was void against the trustee, as it purported to assign partnership property, and was signed by one partner only. He cited the case of *Harrison* v. *Jackson* (7 T. R. 207) in support of his contention that partners could not bind each other by deed unless the authority to do so was under seal. In this case Stubbs expressly repudiated Roberton's authority. He then contended that the agreements were also void. He said cases had no doubt been decided where it had been held that an agreement to give a bill of sale need not be registered, but the law was now clearly laid down by the Court of Appeal in *Ex parte Mackay* (28 L. T. Rep. N. S. 828) and *Ex parte Brown* (28 L. T. Rep. N. S. 828); *re Jevons* (8 L. Rep. Ch. Ap.), where it was decided that an agreement for a bill of sale, if relied on as an equitable assignment of property, must be registered. He argued that the property at the date of the bankruptcy was in the order and disposition of the bankrupts with the consent of the true owner, formal possession only having been taken, and would pass to the trustee; and, further, that the property was also in the apparent possession of the debtors, and therefore the securities were void against the trustee under the Bills of Sale Act. He cited *Ex parte Lewis*; *re Henderson*. The property seized under the bill of sale had realised £685, which he claimed on behalf of the trustee, less the usual costs of sale.

Leigh contended that possession having been taken by Mr. Wimpenny before any act of bankruptcy had been committed, he had a good title against the trustee. Mr. Wimpenny had done more than take formal possession, and the property had been taken out of the order and dispositions of the bankrupts.

The REGISTRAR said he was against Mr. Leigh on this point, and he should make the order asked for by the trustee.

YARMOUTH COUNTY COURT.

Wednesday, March 25.

(Before J. WORLLEDGE, Esq., Judge.)

Ex parte THE TRUSTEE; *Re* BRYANT (a liquidating debtor.)

Seizure by sheriff under execution—Bankruptcy of debtor within fourteen days—Sheriff not entitled to retain for the creditor his costs of action.

His HONOUR.—In this case a question has arisen between the trustee, Mr. Etheridge, and the sheriff of Suffolk, as to the proper construction of the 87th section of the Bankruptcy Act 1869 as compared with the corresponding section, the 73rd of the Bankruptcy Act 1861, and which has been brought before me in the form of a special case without argument. The facts upon which the question has arisen are as follows:—The sheriff of Suffolk, under an execution at the suit of Messrs. Kent, ironmongers, Beccles, seized and sold goods of the debtor to the amount of £71 17s. 9d. From which he made the following deductions:—

	£	s.	d.	
Expenses of the levy	2	16	6	
Sheriffs' poundage	3	11	9	
Auctioneers' expenses of sale, &c.	7	4	0	
One years rent due to the landlord	7	0	0	
Costs of the execution-creditor in obtaining judgment paid to his solicitor, Mr. Angell	5	6	0	
				£25 18s. 3d.
				£45 19s. 6d.

And the sheriff paid the balance £45 19s. 6d. to the trustee. The trustee admits that the sheriff had a right to deduct all the items except the last, the £5 6s. paid by the sheriff to the plaintiff's solicitor, which the trustee now claims from the sheriff. There is no authority at all bearing on the point in dispute, and the question depends solely on the construction of the 87th section of the Act of 1869. And the words of the section material to the decision of this case are as follows: "The sheriff shall retain the proceeds of such sale in his hands for a period of fourteen days, and upon notice being served upon him within that period of a bankruptcy petition having been presented against such trader shall hold the proceeds of such sale, after deducting expenses, on trust to pay the same to the trustee," and the section further enacts that if there be no notice of the presentation of a bankruptcy petition within fourteen days, or no adjudication of bankruptcy within that period, the sheriff shall deal with the proceeds of the sale as if he had received no notice of a bankruptcy petition. In the present case it is clear the debtor is a trader, and the section applies as well to cases of liquidation as of bankruptcy. And the question is, are the costs of the writ and obtaining judgment included in the word "expenses." Now, the words "after deducting expenses," immediately following the words "the proceeds of such sale," would naturally, I think, mean (as contended by the trustee in the special case) the expenses of the sale, or at all events no more than the sheriff's expenses. But there is another consideration which appears to me almost conclusive in the trustee's favour. Had it been intended that the execution creditor should have his costs of action and obtaining judgment deducted before payment over to the trustee, I should have expected to find the words "costs of suit and obtaining judgment," or some such words, after and coupled with the word "expenses;" and further, the words, "and as to such costs on trust to pay the same "to the execution creditor," but the section declares no trust in favour of the execution creditor. It therefore appears to me impossible to hold that after notice of the presentation of a bankruptcy petition, the sheriff holds any part of the proceeds of the sale on trust, to pay the same to the execution creditor, should the debtor be adjudged bankrupt within the fourteen days, and consequently in that event the sheriff is under no obligation and has no right to pay over any part of the proceeds of the sale to the execution creditor, and this conclusion is confirmed by a reference to the 73rd section of the Act of 1861, which concludes with this proviso, "provided also that in case of bankruptcy the costs and expenses of such action and execution (*i.e. reddendo singula singulis*, the costs of such action, and the expenses of the execution) shall be retained and paid out of the proceeds of the sale and the balance only after such payment be paid to the assignees." Now there is no such proviso to the 87th section of the Act of 1869, and that section omits entirely the words "costs" and "such action," and the only conclusion I can draw from such omission is that under the Act now in force, the execution creditor is not entitled to the costs in question. The order of the court therefore is, that the Sheriff of Suffolk do within fourteen days pay over to the trustee the sum of £5 6s., and also pay his own costs, and that the trustee be allowed his costs out of the estate.

LEGAL NEWS.

THE CHAIRMANSHIP OF THE NOTTS QUARTER SESSIONS.—At the Notts Quarter Sessions on Tuesday, a letter was read from Lord Belper resigning the chairmanship. His Lordship has held the position for a lengthened period. On being appointed lord lieutenant of the county, nine years ago, he was desirous of resigning the chairmanship, but was induced by the magistrates to retain it. Now, however, advancing years have compelled his Lordship to send in a positive resignation. It was accepted, and Mr. T. B. T. Hildyard was appointed to the position.

JUSTICE IN THE MOFUSSIL.—The relations between the Bench and the Bar in India are not universally of the most amicable description, if a case reported in the Indian papers as having just occurred at Mysore may be taken as representing the ordinary state of affairs. The Bench figures in the person of Major Logan, and the Bar is that of Mr. Hayes, barrister-at-law. It may not unnaturally be asked how it happens that a gentleman bearing a title usually confined to persons of the military profession comes to administer justice in the Mofussil. This is explained by the fact that Major Logan belongs to the Bench on the strength of being a member of the Mysore Commission, "the officers of which," we are told, "used to conduct their business in a free and easy manner." The introduction of the Bar in the provinces in 1867 necessitated a system and a regularity of procedure from which these officials were averse, and to which they have not yet reconciled themselves. Major Logan, at all events, has never quite got over the interference of professional advocates in the administration of justice, and lately took an opportunity of showing his sentiments. Mr. Hayes had refused to sign an entry brought him as he was going home by the Nazir of the court, on the grounds that it was incorrect. On his next appearance before the Major a scene occurred such as we are accustomed to associate only with courts of justice in the back States of America. "Look here, Sir," cried the Major, "your conduct has been in the highest degree improper, and almost impertinent." Mr. Hayes, interrupting, solemnly protested against such language being addressed to him; but the Major would not listen, and, according to the *Times of India*, continued in these words:—"Do you think I am going to allow a fellow styling himself a barrister-at-law—and barrister he may be for all I know and care—to flout my officers to the face as you have done? You do not understand your duties as a professional man should, and as a barrister should. I will turn you out of my court. I mean what I say—I will turn you out of my court. I will report you to my superiors and have it done." Mr. Hayes then asked Major Logan in what capacity he was addressing him. He said: "The court is not particularly engaged just now. I have knocked off work. I am addressing you extra-judicially. Now I will hear you." The result was that the Nazir, being called on for for his version of the affair, the judge expressed himself as "thoroughly satisfied" with the explanation. Whether this little episode will have the effect of modifying the Major's horror of a barrister appearing before him we are not informed. It ought, at all events, to make him more cautious for the future how he expresses himself on the subject.—*Globe*.

A PETITION has been lodged in the Hanaper Office, Dublin, against the return of Mr. George O'Donnell, M.P. for Galway borough, on the grounds of intimidation and undue influence.

IN a letter to the members of the legal profession at Southampton, with which town he was formerly connected, Lord Chief Justice Cockburn has expressed his deep sense of their kindness in sending him an address warmly approving his conduct in the recent trial of the pretended Roger Tichborne.

MUNICIPAL AND PARLIAMENTARY REGISTERS.—A communication has been received by the Kidderminster town council from the Home Secretary, asking whether the corporation considered it desirable that there should be one register only for municipal and parliamentary voters. With a view of getting over the difficulty of female voters being on the municipal and not on the parliamentary list, it is proposed that there should be but one list, and that the list should contain two columns, one for the parliamentary and one for the municipal franchise. The council were unanimously of opinion that there should be only one register for both.

COURT OF ALDERMEN.—A meeting of the magistrates of the City was held at Guildhall on Tuesday, the Lord Mayor presiding. The court proceeded to elect a chief clerk to the Lord Mayor at the Mansion House Justice-room. The three selected candidates who were considered by the committee most eligible for the appointment were Mr. James Harebooth Gresham, Mr. Charles J. B. Hertslet, and Mr. Walter Charles Metcalfe. On a show of hands the court reduced the number to two—Mr. Metcalfe retiring. On the final poll Mr. Gresham had a majority of fourteen votes over Mr. Hertslet. The election was thereupon declared to have fallen on Mr. Gresham, and he thereupon received the congratulations of the Lord Mayor. The salary of the office is 800*l.* a year.

POSTMAN AND TUBMAN.—These are offices in the Court of Exchequer which are now merely honorary appointments, but they date from a very remote period, being almost coeval with the constitution of the court itself. In ancient times they conferred great privileges upon their holders. Amongst others the holders enjoyed a precedence of even the law officers of the Crown in making motions and in bringing other matters under the cognisance of the Bench. The Hon. A. Thesiger, Q.C., and Mr. A. Cohen, Q.C., who recently held these offices, having vacated them by reason of their acceptances of silk gowns, the Lord Chief Baron on Tuesday morning called upon Mr. R. E. Webster and Mr. Anstey, as senior members of the outer Bar, to take their seats respectively as postman and tubman. The learned gentlemen took their seats accordingly.

THE NEW BARONET.—Mr. Philip Rose, of Rayners, near Wycombe, Buckinghamshire, who is about to be raised to a baronetcy in recognition of his services to the Conservative party in reference to elections and the last Reform Bill, is a son of the late Mr. William Rose, of High Wycombe, by Charlotte, daughter of Mr. William Baly. He was born in the year 1816, and was admitted a solicitor in 1836. He practised for many years in Westminster as a partner in the well-known firm of Baxter, Rose, Norton, and Co., and was appointed a Treasurer of the County Courts during the tenure of office by the Conservative Party in 1858. He is a magistrate for Buckinghamshire, and also a Commissioner of Lieutenancy for Middlesex. He married in 1840, Margaret, daughter of Mr. Robert Ranking, by whom he has with other issue a son, Philip Frederick, who was born in 1842, and who married in 1866 Rose Anne, daughter of the late Rev. William Wollaston Pym, formerly Rector of Willian, Hertfordshire.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This Department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.

COUNTY COURT COMMITTALS.—As the failure of Mr. Bass's Bill gives a new lease, so to speak, to this power, your observations as to the "strict proof in each case that the original summons had reached defendant" are most important. Allow me to suggest an easy way of carrying out the suggestion where defendants have not been personally served with the first summons, by granting a new [illegible] at once on the sworn statement of the defendant appearing on the judgment summons that he had not personally contracted plaintiff's debt and then the doubted law in *Jolly* v. *Rees* should be applied, and the cases referred to in Parliament of debts contracted with tallymen by labourers' wives and daughters would cease. I do not quite follow your remarks as to Mr. Commissioner Kerr. Certainly that judge has had very large experience, and he gave evidence before the late committee against imprisonment for debt. While some 8000 annually go to prison, more than half for sums below 48s., it is clear the majority must do so from sheer inability, at any rate when arrested, and I still venture to deny the policy of so imprisoning them, almost entirely at the expense of the rates and taxes, and should like to see a return to the original system of the County Court Act 1846, by which the creditor directing the arrest paid for the conveyance of his debtor to the prison, if it be too much to seek the adoption of the Scotch system under which creditors have to support their debtor while in prison. If strict legal proof of means was always required, imprisonment as a punishment for obstinacy would be more defensible; but we all know that proof "to the satisfaction of the judge" is most variable.

G. MANLEY WETHERFIELD.

1, Gresham-buildings, E.C.
20th April, 1874.

CLERKS TO ATTORNEYS.—I would call the attention of "A Certificated Managing Clerk," whose letter appears in your issue of to-day, to the case of *Bookham* v. *Potter, Ex parte Rogers* (*an Attorney*) (18 L. T. Rep. N. S. 479), in which the late Lord Chief Justice Bovill says: "There is nothing to prevent an attorney who is employed as clerk to another attorney from practising in a County Court; he must, however, satisfy the provision of the statute requiring him to be engaged generally as attorney in the cause.

JOHN F. HAYNES.

STATUTORY LEGISLATION.—At any time it is not a very easy matter to be posted up in the different branches of the law, especially in Acts of Parliament. One Act is passed; an amendment follows, certain sections of the former Act are repealed, others remain in force; another amendment follows, and this makes it exceedingly confusing to discover what is really enacted. Instead of attempting to engraft one Act upon another, would it not be sinpler and much more intelligible to incorporate the provisions of the first Act in the second, and thus entirely erase the former from the statute book. Instead of having several statutes to refer to, practitioners would find the whole of the law on one particular subject contained in one enactment. The only objection which there can be will be a little extra expense in printing. This suggestion occurred to me when perusing the 9th section of the Real Property Limitations Bill.

MINO.

READING FOR THE FINAL EXAMINATION.—As an articled clerk I wish to ask, through the medium of the LAW TIMES, if some one of your correspondents will kindly furnish a list of books that may be advantageously read for the final examination. I have twelve months' time in which to prepare, and have no intention of reading for honours. I should like a useful course, such as was contributed by Mr. Wilkinson, of Liverpool, through your columns some five years ago; perhaps that gentleman may do the like again. I have read thoroughly the intermediate text books. It will, no doubt, be a favour to others besides myself who read the LAW TIMES. VINGT-SEPT.

THE ATTORNEYS' AND SOLICITORS' BILL.—It is well that the subject recently discussed by the Union Society of London, namely, that greater facilities should be afforded by barristers desirous of becoming solicitors, has now found its place in your columns. For I venture to doubt whether the cases in which barristers are so desirous are now-a-days quite so "few and far between" as some seem to imagine. All who consider the subject will surely agree in the justice of your observations in your last week's issue, when, after reminding your readers that a barrister is required to be disbarred, and then to serve in the office of an attorney-at-law for three years as an articled clerk before he can be admitted on the roll of attorneys (22 & 23 Vict. c. 127, s. 3), you express your opinion that "to require a barrister to enter into articles of clerkship before he can become a solicitor is a degrading ceremony, and such a position cannot be defended for a moment. It is not to be overlooked that the law as it at present stands further obliges the barrister to go through both the "intermediate" and the "final" examinations: and my object in now troubling you is to suggest the desirability of seizing the opportunity offered by the present Attorneys and Solicitors' Bill to relieve barristers who have passed the general examination of the Inns of Court, from the useless annoyance of being required to pass the intermediate examination. It is well known that the general examination of the Inns of Court is, to say the least, of a severe nature; and it is surely absurd to require anyone who, by passing it, has fulfilled what is now an essential qualification for a call to the bar to pass the intermediate in the event of his wishing to become a solicitor.

X.

— The alterations in the law as to the service of articled clerks proposed by the above Bill may be shortly stated as follows. After reciting the 23 & 24 Vict. c. 127, s. 10, which prohibits articled clerks from holding any office or engaging in any employment other than as clerk to the attorney or solicitor to whom they are articled, the Bill proposes to abolish such restriction in cases where the clerk, prior to entering upon the office, or engaging in the employment, shall obtain (1) the written consent of his master, and (2) the sanction of a judge of one of the Superior Courts or the Master of the Rolls, &c. With very much deference to the noble lord who presented the Bill, and such of my professional brethren who approve of it, I venture to think that the proposed change will be detrimental to the best interests of the profession. The Bill is doubtless introduced in consequence of the recent case *Ex parte Greville*, in which the Court of Common Pleas held that the service of an articled clerk was insufficient because during the period of service he had, with the consent of his master, held the office of vestry clerk at a remuneration of about £100 per annum. This case appears to have been attended with a certain amount of hardship, inasmuch as the applicant's father, who had held the office, died, leaving a widow and children, whose support mainly depended upon the applicant. But "hard cases make bad law." Notwithstanding the conditions mentioned in the new Bill, I am of opinion that the proposed alteration will have an injurious tendency. The periods for which articled clerks according to circumstances, are bound to serve is certainly not too long to enable them to qualify themselves to pass their intermediate and final examinations, and, what is of more practical importance, to fit them to practise their profession. An articled clerk has to study both the theory and practice of the various branches of the law, and must make himself acquainted with book-keeping, in addition to which it is desirable he should practise elocution, attend law lectures, and, if possible, a law debating society. Surely the period now appropriated to these matters is not more than sufficient, especially when we know that in many cases study is frequently deferred until the last year or two of the term. In addition to these considerations, I think that the proposed Bill will open the door to abuses, and is derogatory to the dignity of our Profession. I have discussed the matter with a considerable number of my legal friends, and their coincidence with my views induces me to address you this letter.

T. C.

TOWN CLERKS AS POLITICAL AGENTS.—Will you allow me to refer to a question which was in several instances raised during the last Parliamentary election, viz., the propriety of town clerks in municipal boroughs where the mayor is the returning officer, acting as the legal agents of either candidate at such election. The town clerk of this town, a solicitor of the most undoubted respectability, strongly maintains his right to act, and did so, preparing the candidate's nomination paper, and afterwards advising the returning officer (the mayor) that such nomination had been legally made. On the other hand the late Mr. Stone, in his Town Councillors' Manual says it is the town clerk's duty "To act as adviser to the Mayor at Parliamentary elections," and in his reply to a letter from me in Feb. 1873, states, "I should never have thought of taking a retainer for any candidate, and considering the many points which require attention under the Ballot Act, the employment of the town clerk, or his partner, would, I think, be inconsistent with their duty as advisers of the mayor in his capacity of returning officer. It would not have been tolerated in Leicester; and so careful was I to hold the scales evenly that I did not even vote." Which is right? Surely in a matter of this kind there should be some general understanding.

AN OLD SUBSCRIBER.

NOTES AND QUERIES ON POINTS OF PRACTICE.

Queries.

96. EXPENSES FOR KEEP OF DOG.—Can any of your readers refer me to a case or cases bearing upon the question as to whether the finder of a dog, is entitled to expenses for keep, without having advertised the dog as found, or given notice to the police office?

A SOLICITOR.

97. DOG TRESPASSING.—A. finds a dog hunting game on his land, the dog is the property of B. A. goes to B. and tells him if he again finds the dog on his (A's) land, he will shoot the dog. Has A. a right to do so?

X.

98. LAW OF BANKING.—With reference to the statutes limiting the issues by Country bankers of notes payable on demand, and authorising such bankers to draw bills of exchange, at not exceeding 21 days after date, on their London correspondents on unstamped paper, and to pay a composition in lieu of stamp duty upon such bank notes and bills of exchange; would a banking company, when its circulation of notes is at the extent of its limit, be justified in drawing and issuing such drafts,

using the name of one of its own clerks in the bank as payee of such bills of exchange? It is assumed that the object of using such bills of exchange would be to obtain a circulation exceeding the statutable limit, and that no value had been given by the payee on the making thereof. Z.

LAW SOCIETIES.

ARTICLED CLERKS' SOCIETY.

Our readers should be aware of the existence of this society, which hold its meetings in the immediate vicinity of the law offices. The subscription is nominal, the advantages to be gained by persevering membership are beyond question. The questions are not of a merely technical character, but are sufficiently elastic and comprehensive to afford to speakers an opportunity to display their oratorical powers, and exhibit their acquaintance with matters interesting to the Profession. Members entering the society between the 2nd of April and the 2nd Nov. pay for the first year a subscription of 5s. All communications as to membership or otherwise are to be addressed to F. J. Baker, Hon. Sec. Rugby Chambers, Great James-street, Bedford-row, W.C.

The Legal Correspondence Department of the above Society (an excellent medium for learning and discussing moot points of law), is open to all law-students without election or other preliminary. Annual subscription 2s. 6d. Full information may be obtained on application to J. S. Rubinstein, Hon. Sec., 5, Raymond-buildings, Gray's-inn, W.C. Articled clerks should support all societies of this kind.

INCORPORATED LAW SOCIETY.

The following circular has been issued by the council of the Incorporated Law Society:

PROPOSED UNION OF THE INCORPORATED LAW SOCIETY WITH THE METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

More than a year ago, the Metropolitan and Provincial Law Association mooted the question of the advisability of its dissolution, with a view to its merging in the Incorporated Law Society, which it was considered would, under its new constitution, adequately represent the whole body of attorneys and solicitors, including the country section, whose interests the Metropolitan and Provincial Law Association had been supposed to take more especially under their charge.

A resolution was passed at the annual general meeting of the Metropolitan and Provincial Law Association in June 1872, to the effect that the managing committee should report at or before the next general meeting whether it would be for the advantage of the association that it should be amalgamated with the Incorporated Law Society, and if so, upon what terms, and that if necessary the managing committee should confer in the meantime with the council of the Incorporated Law Society on the subject.

The Metropolitan and Provincial Law Association having ascertained, by means of a circular, that a very widely spread feeling existed that it would be advantageous to the Profession that the two societies should be united, entered upon a correspondence with the council of this society with reference to the terms upon which, on the dissolution of the Metropolitan and Provincial Law Association, the council would be prepared to recommend the admission to this society of such members of the Metropolitan and Provincial Law Association as were not already members of it.

A committee of the council had several meetings with a sub-committee of the Metropolitan and Provincial Law Association, at which the terms and conditions of such admission were fully discussed. Some stipulations, made by the latter, were considered inadmissible, but the council, in December last, took upon themselves to inform the committee of management of the Metropolitan and Provincial Law Association that they were willing to recommend the proposed union to the members of this society upon the understanding that this society should hold, in the autumn of each year, a provincial meeting similar, as nearly as might be, to the autumnal provincial meetings which have been hitherto held by the Metropolitan and Provincial Law Association, and also that those members of the Metropolitan and Provincial Law Association, who were not members of the Incorparated Law Society, should be admitted into membership, without entrance fee or ballot, on payment of the same annual subscription as that paid by the other members of this society.

These terms were ultimately accepted by the committee of management of the Metropolitan and Provincial Law Association, and, by a resolution of that association, passed at a general meeting of its members held on the 11th March last, it was resolved that the report of the committee of management be received and adopted, and that the association be dissolved accordingly as from the first day of Easter Term then next.

In connection with this subject, the expediency of offering to the younger members of the Profession some further encouragement to join the society has been discussed. An impression exists that the necessity for payment of the entrance fee may have deterred many persons who have been recently admitted on the roll from becoming members of the society, and the council recommend that the entrance fee of solicitors who may be proposed as members within five years from their first admission shall be reduced to the following amounts, viz.—

Solicitors taking out Town certificates... ... £2
" " Country " £1

A special general meeting of the Incorporated Law Society will be held in their Hall in Chancery-lane, London, on Friday, the 8th day of May next, at half-past one o'clock in the afternoon, for the purpose of taking into consideration the above-mentioned recommendations, and, if approved, of obtaining its sanction to them.

THE SOLICITORS' BENEVOLENT ASSOCIATION.

The thirty-second half-yearly general meeting of the members and friends of the Solicitors' Benevolent Association was held last Wednesday, at the hall of the Incorporated Law Society, Chancery-lane, for the purpose of receiving the half-yearly report and statement of accounts from the directors, and to transact other business.

The chair was taken by Mr. Park Nelson; and amongst those present were Messrs. Williams, Rendfoot, Brook, Williamson, Styan, Girand, Young, Smith, Redpath and Janson.

The secretary, Mr. T. Eiffe, read the notice convening the meeting and also the minutes of the last general meeting, which were confirmed.

The report stated that since October last 64 additional members had been admitted, increasing the aggregate number of members to 2301, of whom 807 were life, and 1494 annual. Twenty-two life members were also contributors to the Association. The receipt of the half-year (exclusive of the balance of £266 9s. 5d., from the previous account) had been £1361 18s. 4d. A further sum of £800 had been invested in purchases of India four per cent. stock, increasing the funded capital of the association to £28,806 2s. 3d. stock: the annual dividends produced by which amounted to £1148, a balance of £154 19s. 10d. remained at the Union Bank of London to the credit of the association, and a sum of £15 was in the hands of the secretary. The directors had very much regret to have to record the decease, since their last report, of an esteemed colleague, Mr. W. H. Moss, of Hull, in whose place they had elected as a director Mr. G. C. Roberts, town clerk of Hull. It afforded the board great pleasure to announce that Lord Selborne has kindly consented to preside at the ensuing anniversary festival of the association, which would take place at Willis's Rooms on the 17th June next. The directors trusted that their professional brethren would cordially support his lordship by their numerous attendance on the occasion, in doing which they would be also assisting to promote the interests of the association, and seventy-two gentlemen had already given their names as stewards.

The Chairman, in moving that the report and statement of the accounts be adopted and printed and circulated, congratulated the meeting on the satisfactory condition of the association. Within the last few days they had received from the Gloucestershire Law Society a cheque for 10 guineas towards the fund, this being the eighth donation from the same source; and to-day they had received from Miss Capes, daughter of Mr. George Capes, a deceased director, her fourth annual donation of £5. (Applause.)

The motion having been seconded and carried,

Mr. Girand moved "That the thanks of this meeting be and are hereby presented to the directors and auditors for their services during the past half year."

This resolution was seconded by Mr. Rendford, and carried.

Mr. Redpath moved, Mr. Styan seconded, and it was also carried, "That the thanks of this meeting be and are hereby presented to the council of the Incorporated Law Society for permitting the use of their hall for the meeting of this association."

Some conversation then ensued regarding the publishing of the "obituary of members" in the book which is circulated amongst the members; and it was fully decided to continue its publication, it being urged that such obituary had its advantages, and was a convenient thing to refer to.

Mr. Williams moved, and Mr. Brook seconded, a cordial vote of thanks to the chairman for presiding on the occasion, and the proceedings then terminated.

UNION SOCIETY OF LONDON.

At a meeting of the Union Society of London, at 1, Adam-street, Adelphi, held on Tuesday evening, the 21st inst., the following subject was submitted to discussion, and negatived: "That the scheme of taxation proposed by the Chancellor of the Exchequer is worthy of the approval of this House.'

PROMOTIONS AND APPOINTMENTS.

N.B.—Announcements of promotions being in the nature of advertisements, are charged 2s. 6d. each, for which postage stamps should be inclosed.

MR. THOMAS JANMAN, of the city of Chichester, and clerk to the Local Board of Bognor, in the county of Sussex, has been appointed a Commissioner to administer Oaths in the Court of Queen's Bench.

MR. FREDERICK MORGAN (Bartley, Saxton, and Morgan), of No. 30, Somerset-street, Portman-square, W., has been appointed a London Commissioner for taking Affidavits in her Majesty's Courts of Queen's Bench, Common Pleas, and Exchequer, at Westminster.

THE GAZETTES.

Bankrupts.

Gazette, April 17.

To surrender at the Bankrupts' Court, Basinghall-street.

OSBORNE, JAMES GODOLPHIN, accountant, the Crescent, Clapham-common, and Budge-row, Cannon-st. Pet. March 25 Reg. Spring-Rice. Sol. Carr, Rood-la. Sur. April 30

To surrender in the Country.

BROOKS, GEORGE, and BROOKS, JOHN, wood dealers, Bredhurst. Pet. April 14. Reg. Soudamore. Sur. April 30

MOULE, WILLIAM JAMES, milliner, Barnstaple. Pet. April 8. Reg. Bencraft. Sur. April 25

SWAIN, GEORGE, jeweller, Birmingham. Pet. April 10. Reg. Chauntler. Sur. April 27

Gazette, April 21.

To surrender at the Bankrupts' Court, Basinghall-street.

BARNES, FREDERICK, confectioner, High-st, Southwark. Pet. April 17. Reg. Brougham. Sur. May 1

ESTCOURT, SAMUEL, packer, London-wall. Pet. April 18. Reg. Roche. Sur. May 7

LANE, CHARLES LEVESON, club proprietor, Pall Mall. Pet. April 17. Reg. Murray. Sur. May 5

MARRINER, GEORGE, merchant, Little Moorfields. Pet. April 18. Reg. Roche. Sur. May 1

SCHONBERG, FERDINAND JOHN, and PAYNE, RANDOLPH, wine merchants, Exeter-st, Strand. Pet. April 18. Reg. Roche. Sur. May 7

To surrender in the Country.

CAHEN, VICTOR, importer of watches, Birmingham, Pet. April 17. Reg. Chauntler. Sur. May 4

CHEATLE, THOMAS, farmer, Ashby-de-la-Zouch. Pet. April 15. Reg. Hubbersty. Sur. May 4

COWIE, ALEXANDER SAMUEL WATSON, merchant, Manchester. Pet. April 16. Reg. Kay. Sur. April 30

IRVING, JOHN, draper, Blackburn. Pet. April 16. Reg. Bolton. Sur. May 6

GRIFFITH, CHARLES, tailor, Liverpool. Pet. April 17. Reg. Watson. Sur. May 4

MAPP, THOMAS CHARLES, grocer, Cardiff. Pet. April 10. Reg. Langley. Sur. May 5

MCPHERSON, WILLIAM, confectioner, Liverpool. Pet. April 13. Reg. Watson. Sur. May 5

POOL, JAMES, currier, Plymouth. Pet. April 16. Reg. Edmonds. Sur. April 30

POWERS, SARAH, lodging house keeper, Torquay. Pet. April 10. Reg. Daw. Sur. May 4

RICHMOND, CHARLES, grocer, Birmingham. Pet. April 17. Reg. Chauntler. Sur. May 6

BANKRUPTCIES ANNULLED.

Gazette, April 14.

BYAM, EDWARD G. captain in the army, Woolston, near Southampton. Oct. 23, 1873

Gazette, April 17.

BROWNE, HERBERT BLAKELEY, lieutenant in 15th regiment of foot, Gosport. June 30, 1873

MACARTHEY, GEORGE, Salford. Sept. 14, 1870

Liquidations by Arrangement.

FIRST MEETINGS.

Gazette, April 17.

ATKINSON, WILLIAM, and ATKINSON, ROBERT, drapers, Leeds. Pet. April 13. April 30, at three, at office of Sols. Fawcett and Malcolm, Leeds

BATTING, RICHARD, grocer, Falmouth. Pet. April 14. May 7, at three, at office of Sols. Genn and Nalder, Falmouth

BERSON, JOHN EDWARD, miller, West Bromwich. Pet. April 13. April 29, at four, at office of Sol. Sheldon, Wednesbury

BLACKWELL, ENOCH, clock case maker, Birmingham. Pet. April 15. April 30, at twelve, at office of Sol. Hawkes, Birmingham

BLUFF, ROBERT, greengrocer, Median-rd, Lower Clapton. Pet. April 10. April 27, at two, at office of J. Godwin, 11, Northbldgs, Finsbury. Sol. Anning, Poultry

BOOBE, CHARLES, upholsterer, Brighton. Pet. April 15. May 4, at three, at office of Sols. Black, Freeman, and Gell, Brighton

BOOTH, JOHN, wood turner, Leek. Pet. April 13. May 1, at ten, at the Swan hotel, Leek. Sol. Redfern, Leek

BROADBELT, ROBERT, cattle dealer, Wakefield. Pet. April 11. April 28, at eleven, at office of Sols. Barratt and Senior, Wakefield

BRYANT, WILLIAM WAY, coal merchant, Weymouth, and Wyke Regis. Pet. April 11. May 4, at twelve, at the Auction Mart, Weymouth. Sol. Howard, Melcombe Regis

BUMFORD, JOSEPH, victualler, Bristol. Pet. April 10. May 6, at eleven, at office of Sol Williams, Bristol

BURNET, JOHN, travelling draper, Nottingham. Pet. April 14. May 4, at twelve, at office of Sol. Heath, Nottingham

BUTLER, HENRY WILLIAM, floor cloth manufacturer, Phippsbridge, Merton. Pet. April 13. April 29, at one, at the Guildhall coffee-house, Gresham-st. Sol. Miller, King-st, Cheapside

CAPE, FREDERICK JAMES DAMER, gentleman, Lincoln's-inn-fields. Pet. April 13. May 6, at three, at office of Tillyard, 2, Sejeant's-inn, Chancery-la. Sols. Tillyard and Gribble, Marylebone-rd

CHEETHAM, JOHN ARNETT, packer, Manchester. Pet. April 14. April 30, at three, at office of Sols. Sale, Shipman, Seddon, and Sale, Manchester

COSSTICK, GEORGE FREDERICK, grocer, Brighton. Pet. April 14. May 6, at one, at the Old Ship hotel, Brighton. Sol. Hillman, Lewes

COX, JAMES RICHARD, pastrycook, Southsea. Pet. April 14. April 30, at half-past three, at office of Sol. Walker, Landport

DUNN, SAMUEL, coal dealer, Swinton. Pet. April 15. April 29, at three, at office of Sols. Weston, Grover, and Lees, Manchester

FANE, AUGUSTINE WHITE, hosier, Birkenhead. Pet. April 14 April 30, at two, at office of Sol. Harris, Liverpool

FISHER, WILLIAM JONES, out of business, Long Ashton. Pet. April 15. April 30, at one, at office of W. Bowman, Greshamchambs, Nicholas-st, Bristol

FORSTER, EDWARD, schoolmaster, Buckingham Palace-rd, and Atlas-cottages, Parkfields, Putney. Pet. April 13. April 30, at two, at 128, Buckingham Palace-rd. Sol. Tucker, Serle-st Lincoln's-inn

FOWLER, CHARLES WALTER, out of business, Walton. Pet. April 13. May 4, at eleven, at office of Sol. Crozier, Liverpool

FOWLER, FRANK, pawnbroker, Heaton Norris. Pet. April 15. May 1, at three, at office of Sols. Reddish and Lake, Stockport

FRASER, ALEXANDER, gentleman, Willsbridge. Pet. April 11. April 27, at twelve, at the County Court offices, Bristol. Sol. Williams

FRITH, JOHN, grocer, Burnage, near Withington. Pet. April 14. April 30, at three, at office of Sol. Johnston, Stockport

GARNETT, JAMES FRANCIS, and KING, JOHN, curriers, Northampton. Pet. April 10. April 23, at three, at office of Sol. Becke, Northampton

GOLDSTRAW, THOMAS, furniture dealer, Goldenhill, and Burslem Pet. April 8. April 27, at eleven, at the Copeland Arms inn Stoke-on-Trent. Sol. Sherratt, Kidsgrove

GRAY, JOHN, builder, Ramsgate. Pet. April 15. April 30, at three, at 1, York-st, Ramsgate. Sol. Edwards, Ramsgate

GUEST, JAMES ELIAS, builder, Dean-ter, Forest-hill. Pet. April 8. April 27, at eleven, at office of Sols. Howard and Co., New Bridge-st

HANNELL, EDWARD, grocer, Davies st, Berkeley-sq, and Fulham-rd. Pet. April 15. May 4, at twelve, at office of Chatteris, Nichols, and Chatteris, 1, Gresham-bldgs, Basinghall-st. Sol. Sawbridge

HARRISON, JOHN, and LETT, SAMUEL, timber merchants, Liverpool, Pet. April 14. May 5, at three, at office of Messrs Harmood and Banner, accountants, 24, North John-st, Liverpool Sols. Whitley and Maddock, Liverpool

HAWLEY, EDWARD, bootmaker, West Ham. Pet. April 11 April 30, at eleven, at office of Sols. Barker and Lane, Bedford row

HAYNES, JAMES, joiner, Derby. Pet. April 14. May 5, at twelve at office of Sol. Leech, Derby

HELLIER, WILLIAM, ale merchant, Cardiff. Pet. April 13. April 29, at eleven, at office of Sol. Morgan, Cardiff

HENRY, DAVID; MALCOLM, JOHN; and STEWART, GEORGE, sail cloth manufacturers, Mark-la. Pet. April 14. May 4, at twelve, at office of Quilter, Balk, and [illegible]-st. Sol. Godden

HERBERT, LEVI JOHN, victualler, New Shoreham. Pet. April 15. May 9, at twelve, at office of Sol. Mills, Brighton

HODGES, SAMUEL, beerhouse keeper, Tewkesbury. Pet. April 8. April 27, at eleven, at office of Sols. Moore and Romney, Tewkesbury

JACOBS, SOLOMON, tin plate worker and dealer in glass, Cannon-street-rd, St. George's-east. Pet. April 8. April 27, at three, at 6, Beaufort-bldgs, Strand. Sol. Lind

JACOMB, MARY ANN, confectioner, &c., Rugby. Pet. April 13. April 30, at two, at the Townhall, Rugby. Sol. Wratislaw, Rugby

JEFFERSON, JOHN, corn and flour dealer, Leeds. Pet. April 10. April 29, at three, at office of Sol. Turner, Leeds

LOBD, SOLOMON, grocer, Stacksteads, in Rossendale. Pet. April 14. April 30, at three, at the Market hotel, Bacup. Sol. Fletcher, Bacup

MALLETT, MARY, and MALLETT, FANNY, corn dealers and bakers, Stanley-bridge, Fulham. Pet. April 15. May 4, at two, at office of Coker, accountant, Cheapside. Sols. Surr, Gribble and Brunton, Abchurch-la.

MUNDAY, ROBERT, cooper, shopkeeper, and coal merchant, Devizes. Pet. April 8. April 24, at two, at office of Sol. Shrapnell, Devizes

MYNN, WILLIAM PARKER DE MORLEY, and BALL, JAMES FRANCIS, hopmerchants, Three Crown-sq, Southwark, and Red Cross-st, Southwark, under style of the Universal Beer Co. Pet. April 15. May 1, at twelve, at office of Sols. Denton, Hall and Burker, Gray's-inn-sq

BALL, JOHN, grazier, Pendleton, Pendlebury, Clifton and Salford. Pet. April 13. May 12, at three, at office of Sols. Grundy and Kershaw, Manchester

BAYLOR, JAMES WHITELEGGE, carpet manufacturer, Brighouse. Pet. April 11. April 27, at three, at the Talbot hotel, Halifax. Sol. Leeming

BEWSOME, CHARLES, ribbon manufacturer, Kenilworth, and Coventry. Pet. April 13. April 29, at eleven, at office of Sol. Seymour, Coventry

BEWTON, ISAAC, and ALDRIDGE, WILLIAM, auctioneers, Seven Sisters'-rd, Upper Holloway. Pet. April 15. May 13, at three, at office of Sols. Hubbard and Son, Bucklersbury

BIND, JOHN, not in business, Sedgebarrow. Pet. April 14. May 6, at eleven, at office of Sol. Saunders, jun., Kidderminster

BORMAN, ROBERT, builder, Ilfracombe. Pet. April 13. May 2, at twelve, at the King's Arms hotel, Barnstaple. Sol. Fox, Ilfracombe

BERRY, RICHARD, joiner, Lockwood. Pet. April 14. April 29, at two, at office of Sol. Drake, Huddersfield

BHILLIPS, THOMAS, jeweller, Birmingham and Handsworth. Pet. April 13. April 29, at three, at office of Sol. J. and W. Brown, Birmingham

BHILLIPS, WILLIAM, publican, March. Pet. April 13. April 30, at half-past twelve, at the White Hart inn, March. Sol. Gachos, Peterborough

BINK, THOMAS, builder, Willesden. Pet. April 11. April 30, at two, at the Guildhall tavern, Gresham-st. Sols. Mead and Son, Jermyn-st

BUINEY, ALFRED RICHARD, and QUINEY, ARTHUR EDWARD, indigo merchants, Mincing-la. Pet. April 13. April 28, at three, at office of Sols. Plews and Irvine, Mark-la

BEDHOUSE, JOSEPH, crinoline manufacturer, Redcross-st and Newcomen-rd, Finchley. Pet. April 13. May 1, at three, at office of Sols. Thomas, Prickett and Co., Cheapside

BHODES, GEORGE, bricklayer, Lower Broughton and Cheetham. April 14, at two, at Sol. Orton, Manchester

BIPPINGHAM, MARY ANN, grocer, Tipton. Pet. April 14. May 2, at eleven, at office of Sol. Barrow, Wolverhampton

BOBINSON, BENJAMIN GEORGE, manager to a fruiterer, Stratford. Pet. April 14. April 30, at three, at offices of Sols. Wood and Hare, Basinghall-st

BOBINSON, EBENEZER, tailor, Luton. Pet. April 13. May 5, at eleven, at office of Sol. Jeffery, Luton

BOBINSON, WILLIAM LITTLEWOOD, grocer, Goat-la, Enfield-highway. Pet. April 9. April 27, at three, at offices of Sol. Wells, Paternoster-row

BODOCANACHI, DEMETRIUS, and BODOCANACHI, THEODORE, merchants, Ethelburga-house, Bishopsgate-st-within. Pet. April 15. May 14, at three, at offices of Croysdell, Saffery, and Co., accountants, 14, Old Jewry-chmbs. Sols. Messrs. Lumley, Old Jewry-chmbs

BOOTHAM, WILLIAM JOSHUA, farmer, Newton Bromshold. Pet. April 10. April 28, at eleven, at office of T. Coook, Church-street, Wellingborough. Sol. Becke, Northampton

BOWLAND, JOHN, cab proprietor, Fleet-st, Bethnal-green. Pet. April 8. April 30, at two, at offices of Sol. Holmes, Fenchurch-st

BUSSELL, SARAH, wine merchant, Hereford. Pet. April 10. May 4, at twelve, at the Green Dragon hotel, Hereford. Sols. James and Bodehham, Hereford

BUSSELL, WILLIAM, hotel keeper, Pontarllas. Pet. April 10. May 4, at eleven, at the Green Dragon hotel, Hereford, Sols. James and Bodenham, Hereford

BALTER, JOHN, innkeeper, Chudleigh. Pet. April 15. May 5, at one, at office of Sol. Fryer, Exeter

BANDERS, HENRY, grocer, Ticehurst. Pet. April 11. April 28, at twelve, at offices of Ladbury, Collison, and Viney, 29, Cheapside. Sols. Sole, Turner, and Turner, Aldermanbury

BAUNDERS, SAMUEL, fish salesman, Manchester. Pet. April 14. April 28, at eleven, at office of Sols. Rideal and Shaw, Manchester

BEAFORD, JOSEPH, draper, Brixham. Pet. April 8. May 2, at eleven, at the Bude Haven Hotel, Exeter. Sols. Messrs. Carter, Torquay

BHELDON, JOHN CHARLES, cabinet maker, Congleton. Pet. April 14. April 29, at eleven, at the Bull's Head Hotel, Macclesfield. Sol. W. Cooper, Congleton.

BHELLEY, ROWLAND, draper, Birmingham. Pet. April 15. May 1, at three, at the Great Western Hotel, Birmingham. Sols. Tyndall, Johnson, and Tyndall, Birmingham

BHELLEY, THOMAS, coal dealer, Wolverhampton. Pet. April 11. May 6, at eleven, at office of Sol. U. Stratton, Wolverhampton.

BLATER, JOHN, JUN., out of business, Hanley. Pet. April 10. April 28, at four, at 9, New-street, Hanley. Sol. C. J. Welch, Longton.

BLATTER, JOHN, butcher, Oxford. Pet. April 10, April 27, at twelve, at office of Sol. R. S. Hawkins, Oxford.

BPENCE, EDWARD, and CLEAVER, GEORGE, boot and shoe manufacturers, Kettering. Pet. April 15. April 30, at twelve, at office of Sol. C. C. Becke, Northampton.

BTELFOX, JAMES, cabinet maker, Elizabeth-street, Hackney-road. Pet. April 10. May 7, at three, at offices of F. Holloway, accountant, 175, Bells-pond-road. Sol. W. Heathfield, 44, Lincoln's-inn-fields.

BTOKES, JOHN, ironmonger, hardwareman, and general dealer, Kent-street, Southwark. Pet. April 10. April 28, at eleven, at office of Sols. May and Sykes, 2, Adelaide-place, London Bridge.

BWAIN, SAMUEL JAMES, boat builder, Reading Pet. April 13. April 30, at twelve, at the Upper Ship Hotel, Duke-street, Reading. Sol. A. Beale, Reading

TAYLOR, ROBERT GEORGE, grocer, Horndean, Pet. April 14. April 30, at eleven, at office of Sol. F. Walker, Landport.

TAYLOR, WILLIAM, plumber, glazier, and gasfitter, Nottingham. Pet. April 14. May 8, at eleven, at the Assembly rooms, Low-pavement, Nottingham. Sol. J. Black, Nottingham.

TEMPLEMAN, JOHN THRESHER, grocer and provision merchant, Dorchester. Pet. April 11. May 4, at half-past ten, at the Auction-mart, Market-street, Weymouth. Sol. R. N. Howard, Melcombe Regis.

THORNTON, EDWIN, machine maker, Millbridge-in-Liversedge. Pet. April 14. April 30, at eleven, at office of Sol. W. Sykes, Heckmondwike.

TURNER, JABEZ, cattle dealer, Fulstone, in Kirkburton. Pet. April 13. May 1, at two, at office of Sol. S. S. Booth, Huddersfield.

USHER, GEORGE, boot and shoe manufacturer, Bath. Pet. April 15. April 30, at eleven, at office Sol. J. K. Bartrum, Bath.

WAKEFORD, WALTER WILLIAM, railway clerk, Southampton. Pet. April 2. April 21, at three, at offices of Sol. Killby, Southampton

WATSON, THOMAS, farmer, Little Eversden. Pet. April 10. April 30, at eleven, at office of Sols. Ellison and Burrows, Petty Cury, Cambridge

WELLS, FREDERIC, shoe manufacturer, Kettering. Pet. April 11. April 28, at twelve, at office of Sol. Becke, Northampton

WENHAM, JOSEPH ALFRED, fruiterer, Montpelier-vale, Blackheath. Pet. April 2. April 27, at one, at the Chamber of Commerce, 117, Cheapside. Sol. Chapman, Cheapside

WESTBROOK EDWARD, tea agent, Liverpool. Pet. April 14. May 5, at two, at office of Sol. Bellringer, Liverpool

WHITEHOUSE, RICHARD. WHITEHOUSE, JOHN, JOHNSON, THOMAS, GRIFFITHS, EDWARD, and GEORGE, RICHARD, iron masters, West Bromwich. Pet. April 13. April 28, at eleven, at offices of Sol. Wright, Oldbury

WHITELEY, JOHN, junior, Halifax. Pet. April 13. April 22, at [illegible] Sol. Crossley, Halifax

WILCOCK, THOMAS, milk dealer, Altrincham. Pet. April 13. April 28, at three, at office of Sols. Gardner and Horner, Manchester

WILLIAMS, ISAAC, grocer, Sedgley. Pet. April 14. April 30, at eleven, at office of Sol. Travis, Tipton

WOOD, WILLIAM, plumber, Wivelscombe. Pet. April 13. May 1, at two, at the Masons' Arms inn, Wivelscombe. Sol. Ransom, Wellington

DE MARIA, GUISEPPE, Italian warehouseman, Brewer-st. April 27 instead of April 15

BYLAND, HERBERT WILLIAM, clothier, Stow-on-the-Wold. Pet. April 14. April 22, at offices of W. H. Williams, accountants, Exchange, Bristol, in lieu of the place originally named

Gazette, April 21.

ADAMS, HENRY, carpenter, Ketley Sand. Pet. April 17. May 6, at twelve, at office of Sol. Marry, Wellington, Salop

ATKINSON, THOMAS, fishmonger, Birmingham. Pet April 15. April 29, at three, at office of Sol. Parry, Birmingham

BAGNALL, JAMES, beerhouse keeper, Stoke-upon-Trent. Pet. April 18. May 5, at ten, at office of Sol. Stevenson, Stoke-upon-Trent

BARBER, JOSEPH, pawnbroker, Liverpool. Pet. April 16. May 5, at three, at office of Sol. Goffey, Liverpool

BARROW, WILLIAM, cabinet maker, Sunderland. Pet. April 16. May 8. at eleven, at office of Sol. Pinkney, Sunderland

BLOCH, MAURICE EDWARD, commercial clerk, Prince of Wales-rd, Kentish-town. Pet. April 17. May 8, at three, at offices of Sol. Smith, Gresham-house, Old Broad-st

BOREHAM, JOSIAH, and BOREHAM, WILLIAM, bootmakers, Maldon. Pet. April 17. May 11, at half-past one, at the Spread Eagle hotel, Witham. Sols. Messrs. Digby and Evans, Maldon

BOVINGDON, HENRY, corn dealer, Strood. Pet. April 17. May 12, at eleven, at office of Sol. Webb Hayward, Rochester

BRADBURY, WILLIAM, out of business, Stoke-upon-Trent. Pet. April 10. April 30, at ten, at office of Sol. Stevenson, Stoke-upon-Trent

BRITTON, JOSEPH ABRAHAM, fancy warehouseman, Houndsditch. Pet. April 18. May 12, at two, at office of Brett, Milford, Pattinson, and Co., 150, Leadenhall-street. Sol. Pass, Pancras-lane, E.C.

BROWN, DANIEL, cutlery manufacturer, Sheffield. Pet. April 15. May 1, at four, at office of Sol. Gee, Sheffield

CARR, GEORGE, commission agent, Bread-st. Pet. April 15. April 30, at twelve, at office of Messrs. Lovering, 25, Gresham-st. Sol. Plunkett, Gutter-la

CAKE, PERCIVAL, out of business, Weston-super-Mare. Pet. April 15. May 7, at one, at the George and Railway hotel, Bristol. Sol. Chapman, Weston-super-Mare

CARNALL, JUDITH, baker, Exeter. Pet. April 16. May 5, at eleven, at office of Sol. Fryer, Exeter

CLARK, CHARLES, cheesemonger, Vining-st, Brixton. Pet. April 8. May 5, at two, at office of Thwaites, 42, Basinghall-st. Sol. Fulcher, Basinghall-st

COHN, GUSTAVE, rag merchant, Fieldgate-st, Whitechapel. Pet. April 14. April 30, at two, at office of Sol. Barnett, New Broad-street

COLLINS, THOMAS WEDGE, jeweller, Birmingham. Pet. April 18. May 5, at three, at office of Sol. Hodgson, Birmingham

CORNELIUS, GEORGE, boot and shoe manufacturer, Beckenham. Pet. April 18. May 13, at two, at the office of H. T. Thwaites, 42, Basinghall-st, City. Sol. Fulcher, Basinghall-st, E.C.

CROOK, GEORGE, and WALL, EDWIN, contractors, Pressland-st, Westbourne-pk. Pet. April 16. May 5, at three, at offices of T. H. Thwaites, 42, Basinghall-st. Sol. Butcher

CROSS, ALFRED, boot dealer, Newcastle-upon-Tyne. Pet. April 18. May 6, at twelve, at office of Sol. Story, Newcastle-upon-Tyne

DAPP, TRAYTON, carpenter, Hove. Pet. April 13. May 5, at three, at office of Sol. Lamb, Brighton

DAVIS, JOHN, licensed victualler, Redditch. Pet. April 16. May 4, at three, at the Great Western hotel, Birmingham. Sol. Walford

DOBBING, FREDERIC CHOUTEL, wholesale grocer, Savage-gdns, Tower-hill. Pet. April 17. May 4, at two, at the Guildhall coffee-house, Gresham-st. Sol. Layton, Suffolk-lane, Cannon-street, E.C.

DYSON, GEORGE, Quarryman, Saddleworth. Pet. April 16. May. 2, at two, at the White Swan Inn, Huddersfield. Sol. Freeman, Huddersfield

FENNER, DAVID ADAM, baker, Drury-lane. Pet. April 14. May 5, at twelve, at office of Sol. Jenkins, Twistock-st, Strand

FILMER, ALFRED, coal merhcant, New Brompton. Pet. April 18. May 12, at three, at the office Sols. Lewis and Lewis, 10, Elyplace, Holborn

FINLEY, FRANCIS JAMES, tailor, Wigan. Pet. April 17. May 2, at eleven, at office of Sols. Leigh and Ellis, Wigan

FORSDICK, BENJAMIN, licensed victualler, Banstead. Pet. April 17. May 6, at three, at the Spread Eagle hotel, Epsom. Sol. Arnold, Croydon

FROST, WILLIAM, boot manufacturer, Birmingham. Pet. April 16. May 4, at two, at office of Sol. Burton, Birmingham

FURNIS, RICHARD, greengrocer, Birstall. Pet. April 17. May 4, at ten, at office of Sol. Wooler, Batley

GERMANY, ELIZABETH, dressmaker, Watford. Pet. April 17. May 8, at three, at the Essex Arms hotel, Watford. Sol. Annesley, St. Alban's

HARPER, JOHN, and TILDESLEY, MATTHEW, malleable ironmongers, Willenhall. Pet. April 15. May 12, at eleven, at offices of Sols. Underhill, Wolverhampton. Sol. Slater, Darlaston

HEWITT, JOHN MASSEY, tailor, Higher Broughton. Pet. April 18 May 6, at three, at office of Sols. Sale, Shipman, Seddon and Sale, Manchester

HICKMAN, JAMES, builder, Manchester. Pet. April 17. May 13, at eleven, at the offices of Sol. Jones, Manchester

HORNER, WILLIAM, milliner, Great Grimsby. Pet. April 15. May 1, at three, at the Royal Hotel, Great Grimsby. Sol. Laverack

HUTCHINS, RICHARD, manufacturer, Luton. Pet. April 16. May 11, at eleven, at office Shepherd, 29, Park-st West, Luton. Sol. Haward, Luton

INSALL, EDWIN, boot manufacturer, Tewkesbury. Pet. April 17. May 4, at eleven, at offices of Sols. Moores and Romney, Tewkesbury

JAHN, JOHN GEORGE, and MEHL, WILLIAM ERNEST, merchants, Great Tower-st. Pet. April 16. May 5, at three, at office of Sol. Smith, Gresham-house, Old Broad-st

JONES, THOMAS EVAN, clerk in holy orders, Bettws Evan. Pet. April 17. May 8, at eleven, at offices of Sol. Evans, Carmarthen

LEE, JAMES, beer retailer, Manchester. Pet. April 16. May 13, at three, at the Fulstaff hotel, Manchester. Sol. Whitlow, Manchester

MANN, GEORGE, cloth manufacturer, Leeds. Pet. April 16. May 4, at three, at office of Sol. Snowdon, Leeds

MARIS, WATSON RICHARD, corn merchant, Hinxton. Pet. April 14. May 5, at eleven, at the Lion Hotel, Cambridge. Sols. Ellison and Burrows, Petty Cury

MARKHAM, ARTHUR THOMAS BENJAMIN, jeweller, Rathbone-pl, Oxford-st, and Percival-st, Clerkenwell. Pet. April 14. April 29, at eleven, at office of Sol. Willis, St. Martin's-ct, Leicester-square

MARSH, SAMUEL, iron merchant, West Bromwich. Pet. April 17., May 4, at three, at offices of Sols. Dulgnan, Lewis, and Lewis, Wednesbury

MCMANUS, MICHAEL, engineer, Hoglton. Pet. April 18. May 8 at eleven, at the Old Bull hotel, Blackburn. Sol. Buckhouse Blackburn

MENZIES, FREDERICK, outfitter, Birmingham. Pet. April 18. May 4, at three, at offices of Sol. Wood, Birmingham

MERCER, EDWARD SMYTH, lieutenant-colonel, Asylum-rd, Peckham. Pet. April 14. May 5, at two, at office of Sol. Caines Essex-st, Strand

METCALFE, JOHN, upholsterer. Pet. April 16. May 1, at three, at office of Sols. Craven, Leeds

MILLOSOVICH, NICHOLAS, general merchant, Lime-st. Pet. April 9. May 5, at Circe, at offices of Sol. Kearsey, Old Jewry

MOULHOUSE, WILLIAM, and NAYLOR, GREENWOOD, carpet worsted spinners, Horbury. Pet. April 15. May 4, at eleven, at the Foresters' Room, Wakefield. Sols. Wainwright, Mander and Wilham, Wakefield

MURDOCK, HENRY STANTON, pork butcher, Hastings. Pet. April 17. May 5, at twelve, at the Havelock hotel, Hastings. Sol. Langham, Hastings.

NEWMAN, JOHN, farmer, Penfield. Pet April 15. May 6, at eleven, at office of Sol. Broadbent, Beckington

NEWBING, WILLIAM THOMAS, [illegible], Cemborne. Pet. April 13. April 29, at three, at the Reynolds's Arms inn, Camborne. Sol. Treven, Redruth

PAICE, WILLIAM, corn dealer, Reading. Pet. April 17. May 4, at twelve, at office of Sol. Blake, Reading

PARRY, THOMAS, farmer, Tyddin Llyn, Gwyddelwern. Pet. April 17. May 5, at eleven, at the Owen Glyndwr hotel, Corwen. Sols. Williams and Wynne, Denbigh

PEARCE, THOMAS, baker, Swinton. Pet. April 16. May 4, at twelve, at office of Sol. Fairburn, Sheffield

PORTER, THOMAS, directory publisher, Leeds. Pet. April 15. May 7, at two, at office of Sol. Pullan, Leeds

POUNTNEY, WILLIAM JOSEPH. land surveyor, Bristol. Pet. April 17. May 5, at one, at offices of Hancock, Triggs, and Co., accountants, Bristol. Sols. Benson and Thomas, Bristol

PYBUS, WILLIAM, watchmaker, Wisbeach. Pet. April 16. May 6, at two, at offices of Sols. Ollard, Welchman, and Carrick, Wisbeach

RANDERSON, WILLIAM, butcher, Kingston-upon-Hull. Pet. April 14. April 30, at three, at office of Laverack, Kingston-upon-Hull

ROBERTS, THOMAS, architect, Portmadoc. Pet. April 16. May 4, at one, at the Commercial Hotel, Portmadoc. Sol. Bresse, Portmadoc

ROBINSON, RICHARD, farmer, Darlington. Pet. April 11. May 4, at eleven, at office of Sols. Stevenson and Meek, Darlington

RUMBELOW, PHILIP HENRY, innkeeper, Tuddenham. Pet. April 16. May 6, at one, at office of Sol. Button, Newmarket Saint Mary

SHUTTLEWORTH, SETH; SHUTTLEWORTH, NOAH, and SHUTTLEWORTH, LOT, builders, Keighley. Pet. April 17. May 5, at half-past two, at office of Sols. Wright and Waterworth, Keighley

SLANEY, JOHN, cabinet maker, Brett's-bldgs, Finsbury-market, and Queen-st, Finsbury. Pet. April 17. May 11, at three, at office of H. T. Thwaites, Basinghall-st. Sol. Fulcher, Basinghall-st

SMITH, GEORGE, draper, Liverpool. Pet. April 16. May 4, at three, at the office of T. T. Rogers, public accountant, 16, Lord-st, Liverpool. Sol. Goffey, Liverpool

SNOW, HENRY DODD, draper, Mile-end-rd. Pet. April 18. May 6, at three, at office of Sols. Messrs. Piesse, Old Jewry-chmbs

SOUTHWORTH, JOHN, grocer, Preston. Pet. April 14. May 4, at eleven the office of Sols. Cattley and Fryer, Preston

STABLE, MARGARET, widow, Cleveland-sq, Hyde-pk. Pet. April 9. May 1, at four, at office of Sol. Wetherfield, Gresham-bldgs, Guildhall

STANSFIELD, MITCHELL, boot and shoe maker, Hebdon Bridge. Pet. April 14. May 1, at three, at office of Sol. Higgin, Todmorden

STEPHENSON, JAMES, hosier, Birmingham. Pet. April 17. May 5, at eleven, at office of Sol Blewitt, Birmingham

STIDDOLPH, MARY, confectioner Bermondsey-st, Southwark. Pet. April 17. May 4, at two, at the Five Bells tavern, Bermondsey-sq. Sol. Robinson, Gresham-house, Old Broad-st

SYMINGTON, CHARLES, stationer, High-st, Camden-town. Pet. April 17. May 7, at three, at offices of Nicholls and Leatherdale, accountants, 14, Old Jewry-chmbs. Sols. Messrs. Piesse, Old Jewry-chmbs

TAYLOR, HARRY, woollen draper, Hackney-rd. Pet. April 16. May 1, at eleven, at office of Sols. Messrs. Robinson, Basinghall-street

TENNANT, MARY ELIZABETH, dressmaker, Northallerton. Pet. April 18. May 5, at twelve, at office of Sol. James, York

WAGHORN, JANE, grocer, Sheerness. Pet. April 18. May 4, at twelve, at the Law Institution, Chancery-la, London. Sol. Copeland, Sheerness

WEST, JAMES, grocer, Wallingford. Pet. April 15. May 2, at three, at office of Sol. Dodd, Reading

WHISTON, THOMAS, tailor, Gosport. Pet. April 17. May 4, at two, at the Chamber of Commerce, Cheapside, London. Sol. Walker, Landport

WHITE, JOHN cab driver, Upper Chenies-mews, Bedford-square. Pet. April 20. May 7, at twelve, at office of Sol. Johnson, High st, Marylebone

WILLIAM SMITH, carpenter, Lakenham. Pet. April 17. May 4, at twelve, at office of Sols. Emerson and Sparrow, Norwich

WILLIAMS, EBENEZER, provision dealer, Bethesda. Pet. April 13. April 30, at one, at the Albion Hotel, Bangor. Sols. Barber and Hughes, Bangor

WILSON, HENRY, grocer, Reading. Pet. April 15. May 1, at twelve, at office of Sols. Tidy, Herbert, and Tidy, Reading

WOODTHORPE, ALFRED, refreshment-house keeper, Fetter-lane. Pet. April 11. April 30, at three, at office of Sol. Cooper, Charing-cross

WOLLEK, MOSINA, clockmaker, Birmingham. Pet. April 16. May 4, at eleven, at office of Sol. Blewitt, Birmingham

WREN, JAMES CHARLES, general dealer, Balsall-heath. Pet. March 31. April 30, at a quarter-past ten, at office of East, solicitor, Birmingham. Sol. Green, Cannon-st, London

Orders of Discharge.

Gazette, April 17.

GRAINGER, ALFRED, late grocer Frederick-crescent, Camberwell

BIRTHS, MARRIAGES, AND DEATHS

BIRTH.

STEAVENSON.—On the 17th inst., at Highfield, Darlington, the wife of F. T. Steavenson, Esq., solicitor, of a son.

DEATHS.

MOSER.—On the 17th inst., at Blindbeck House, Kendal, aged 57 years, Roger Moser, Esq., solicitor.

THE LAW TIMES,

THE JOURNAL OF THE LAW AND THE LAWYERS.

[REGISTERED AS A NEWSPAPER.]

VOL. LVI.—No. 1596. SATURDAY, NOVEMBER 1, 1873. Price (with Reports), 1s. 6d. Without Reports, 9d.

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2nd.—To the Owners of Settled Estates in England, for the ERECTION or COMPLETION of MANSIONS, STABLES, and OUTBUILDINGS:

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The Court will be opened at ELEVEN o'clock in the forenoon of the same day, when the Grand Jury will be immediately empannelled and sworn, after which Motions will be heard to enter and respite Appeals, and the Court will proceed to Trials upon Indictments.

All new Appeals must be entered *pro forma* with the Clerk of the Peace before the hour of Eleven o'clock in the forenoon of the said 29th day of December, 1873.

All Appeals will be heard on a day to be appointed by the Court.

Prosecutors or their Attorneys are ordered to give instructions for their indictments to the Clerk of the Peace within one month after the committal of the prisoners, unless in cases where such prisoners are committed within fourteen days previous to the commencement of the Sessions, and then such instructions must be given to the Clerk of the Peace immediately after the committal of the prisoners, and in all cases in which Prosecutors or their Attorneys neglect to give such instructions within the time mentioned, the Court will refuse the Costs of such Prosecutions.

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SITUATIONS VACANT continued on next page.

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Printed and published by HORACE COX, at 10, Wellington-street, Strand, London, W.C., in the County of Middlesex —Saturday, Nov. 29, 1873.

THE LAW TIMES,

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[REGISTERED AS A NEWSPAPER.]

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THOS. R. T. HODGSON,
Clerk of the Peace.

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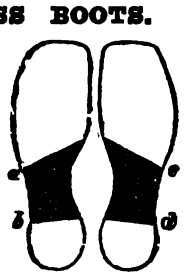

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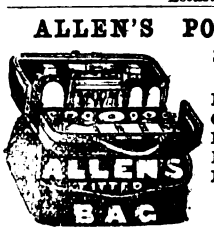

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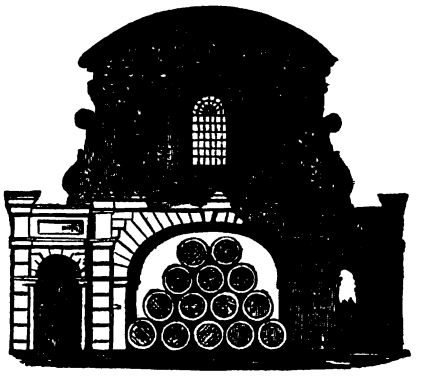

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March 12th.	June 11th.	Sept. 10th.	Dec. 10th.

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MESSRS. VENTOM, BULL, and COOPER'S MONTHLY REGISTER, containing particulars of Estates and Farms, Furnished and Unfurnished Houses in Town and Country to be sold or let, Ground Rents, and other Investments, may be had free on application, or by post for one stamp. Particulars intended for insertion in next month's Register should be forwarded by the 26th inst.—Auction and Estate Agency Offices, 8, Bucklersbury, E.C.

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By order of the Board of Directors.

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Jan. 1, 1874.

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Any further information may be obtained from the Hon. Secretary, CHARLES FORD, Esq., at the Office of the *Law Times*, 10, Wellington-street, Strand, London, W.C., to whom all Communications should be addressed by Members of the Legal Profession desirous of joining the Society. Subscriptions may be paid to the Treasurer, W. T. CHARLEY, Esq., D.C.L., M.P., 5, Crown Office-row, Temple, London, E.C.; or to the Society's Bankers, Union Bank (Chancery-lane Branch).

The Preliminary Meeting was adjourned to Wednesday, the 7th January next, at eight o'clock, to be held at the Rooms of the Social Science Association, No. 1, Adam-street, Adelphi, London, W.C., on which day the attendance of the Profession generally is earnestly invited.

Printed and published by HORACE COX, at 10, Wellington-street, Strand, London, W.C., in the County of Middlesex.—Saturday, January 3, 1874.

THE LAW TIMES,

THE JOURNAL OF THE LAW AND THE LAWYERS.

[REGISTERED AS A NEWSPAPER.]

VOL. LVI.—No. 1606. SATURDAY, JANUARY 10, 1874. Price (with Reports), 1s. Without Reports, 9d.

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EDWIN GARROD, Secretary.

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THE JOURNAL OF THE LAW AND THE LAWYERS.

[REGISTERED AS A NEWSPAPER.]

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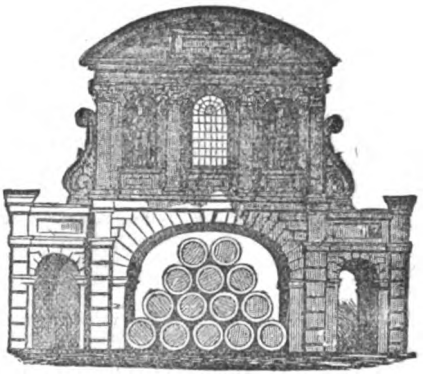

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4 The Bankruptcy Act, 1869.

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CHAP V.—THE PERSONS LIABLE TO BECOME BANKRUPT.
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LONDON:

"LAW TIMES" OFFICE, 10, WELLINGTON-STREET, STRAND, W.C.

Sales by Auction.

Sales for the Year 1874.

MESSRS. DEBENHAM, TEWSON, and FARMER beg to announce that their SALES of LANDED ESTATES, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground Rents, Reversions' and other properties for the year 1874, will be held at the Auction Mart, Tokenhouse-yard, in the city of London, as follows:

Tuesday, Jan. 27	Tuesday, May 12	Tuesday, July 28
Tuesday, Feb. 10	Tuesday, May 19	Tuesday, Aug. 4
Tuesday, Feb. 24	Tuesday, May 26	Tuesday, Aug. 11
Tuesday, March 10	Tuesday, June 2	Tuesday, Aug. 18
Tuesday, March 17	Tuesday, June 9	Tuesday, Aug. 25
Tuesday, March 24	Tuesday, June 16	Tuesday, Oct. 6
Tuesday, March 31	Tuesday, June 23	Tuesday, Oct. 20
Tuesday, April 14	Tuesday, June 30	Tuesday, Oct. 27
Tuesday, April 21	Tuesday, July 7	Tuesday, Nov. 10
Tuesday, April 28	Tuesday, July 14	Tuesday, Nov. 24
Tuesday, May 5	Tuesday, July 21	Tuesday, Dec. 8.

Auctions can also be held on other days besides those above specified. Due notice should in any case be given, in order to insure proper publicity; the period between such notice and the auction must of course considerably depend upon the nature of the property intended to be sold.—80, Cheapside, London.

Charlotte-street, Fitzroy-square, near to Oxford-street and Tottenham-court road.—*Re* the late Mr. R. T. Chamen, deceased.—A very valuable Freehold Property (land-tax redeemed), consisting of an important and substantial block of buildings, erected in the year 1868, upon the site of Percy Chapel, and comprising three spacious houses, with four commanding shops, warehouse, and stabling, known as Nos. 15, 17, and 17A, Charlotte-street; four houses and shops in the rear, being Nos. 41A, 42A, 43A, and 44A, Upper Rathbone place, and a splendid series of wine vaults extending under the entire premises. The property has a frontage of about 80ft. to Charlotte-street, a similar frontage to Upper Rathbone-place, and covers an area of upwards of 7000 square feet. The whole of the ground floor of the Charlotte-street premises (which is admirably adapted for a large wine merchant's and grocery establishment, or for sub-division; and, with other parts of the property, for co-operative stores), also the wine vaults, are in hand. The remainder is let to yearly and other tenants, at rents amounting together to about £700 per annum, less rates and taxes, which are paid by the landlord. The gross rental value of the entirety (including the portions in hand) is estimated at about £1150 per annum. Should a purchaser desire to carry on the business of the late Mr. Chamen he may take the valuable stock of wines, spirits, and groceries at a fair valuation, and have almost immediate possession as a going concern.

MESSRS. DEBENHAM, TEWSON, and FARMER are instructed by the Mortgagee, with the concurrence of the Trustees, to SELL, at the Mart, on TUESDAY, FEBRUARY 10, at Two, in one lot unless previously disposed of by private treaty), the very important FREEHOLD PROPERTY above described.

Particulars, with plans, &c., may be had of
ALFRED C. CRONIN, Esq., Solicitor, 3, Bloomsbury-square; of
Messrs. RIVINGTON and SON, Solicitors, 1, Fenchurch-buildings; of
Messrs. PLEWS and IRVINE, Solicitors, No. 31, Mark-lane;
and of the Auctioneers, 80, Cheapside.

MESSRS. DEBENHAM, TEWSON, and FARMER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rentcharges, House Property, and Investments generally, is PUBLISHED on the first day of each month, and may be obtained, free of charge, at their Offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps. Particulars for insertion should be received not later than four days previous to the end of the preceding month.

Perpetual Rentcharge, payable by the Governor and Company of the New River.—To Trustees, Corporate Bodies, Insurance Societies, and to all concerned in acquiring an Investment offering a security equivalent to Consols.

MR. ROBINS (of 5, Waterloo-place, Pall Mall), is favoured with directions to SELL by AUCTION, at the MART, in Tokenhouse-yard, Lothbury, E.C., on THURSDAY, FEB. 12, at Two o'clock precisely, a PERPETUAL RENTCHARGE of £400 per annum, secured on certain freehold mills, lands, and premises, being part of the estates of the New River Company, situate in the parishes of Ware and Great Amwell, in the county of Hertford, and payable by the Governor and Company of the New River, under a special Act of Parliament granted for that purpose in the 11th year of the reign of King George II. The income is receivable half-yearly at the office of the New River Company, and is subject to a deduction for land-tax of £40 8s. per annum and income-tax.

Particulars may be had of
Messrs. BOOTYS and BAYLIFFE, Solicitors, 1, Raymond-buildings, Gray's-inn, W.C.;
at the Mart; and of the AUCTIONEER. (Sale 13,621.)

Brixton.—Freehold Ground Rents, with valuable reversion in thirty-two and fifty-three years respectively, affording investments of an exceptionally eligible character, which it would be impossible too highly to commend.

MR. ROBINS (of 5, Waterloo-place, Pall Mall) is desired by the Representatives of the late Robert Stone, Esq., to SELL by AUCTION, at the MART, in Tokenhouse-yard, E.C., on THURSDAY, FEBRUARY 12, at Two o'clock, in Eight Lots, FREEHOLD GROUND RENTS, reserved in various sums, ranging from £45 to £9 per annum, amounting in all to £168 per annum, superabundantly secured on certain desirable residences, dwelling houses, shops, and premises, situate in Church-road, in Effra-road, and in Water-lane, Brixton. The present rack rental is £1321, and the estimated annual value in reversion considerably exceeds this sum. The reversion to the properties in Church-road will occur in thirty-two years, and to the properties in Effra-road and Water-lane in fifty-two years.

Full particulars and plans may be had in due course at the chief inns at Brixton; of
Messrs. BOOTYS and BAYLIFFE, Solicitors, 1, Raymond-buildings, Gray's-inn, W.C.;
at the Mart; and of the Auctioneer. (Sale 13,622.)

Chelsea.—Ground Rents, of a tenure perfectly equal to Freehold, in two sums of £60 and £42 6s. per annum, secured by separate leases on Seventeen well built Residences, all respectably tenanted, situate in Luna-street, Chelsea, near the World's End Tavern. The total rack rental is about £600 per annum. The land is held for an unexpired term of about 454 years, free of rent, and is also tithe free and exonerated from land tax.

MR. ROBINS (of 5, Waterloo-place, Pall Mall) is directed to SELL the above GROUND RENTS at the MART, Tokenhouse-yard, Lothbury, E.C., on THURSDAY, FEB. 12, at Two o'clock precisely, in Two Lots.

Particulars of
E. J. BARRON, Esq., Solicitor, 55, Lincoln's Inn-fields, W.C.;
at the Mart; and of the AUCTIONEER. (Sale 13,623.)

Brixton.—Two Small Leasehold Dwelling-houses, being Nos. 19 and 20, Cold Harbour-lane, let to old-standing weekly tenants at rents amounting to £44 4s. per annum. Unexpired term about thirty-two years. Ground rent £6 10s.

MR. ROBINS (of 5, Waterloo-place, Pall Mall) is desired by the representatives of the late Robert Stone, Esq., to SELL the above by AUCTION, in one Lot, as per the preceding advertisement. (Sale 13,622.)

MESSRS. VENTOM, BULL, and COOPER'S MONTHLY REGISTER, containing particulars of Estates and Farms, Furnished and Unfurnished Houses in Town and Country to be sold or let, Ground Rents, and other Investments, may be had free on application, or by post for one stamp. Particulars intended for insertion in next month's Register should be forwarded by the 26th inst.—Auction and Estate Agency Offices, 8, Bucklersbury, E.C.

To be Sold, pursuant to a Decree and an Order of the High Court of Chancery, made in a cause of *Sellers* v. *Mowran*, with the approbation of the Vice-Chancellor Sir Richard Malins, the Judge to whose Court the said Cause is attached, in Eight Lots, by

MESSRS. EDWIN FOX and BOUSFIELD, at the MART, Tokenhouse-yard, London, on WEDNESDAY, 28th JANUARY 1874, at Two o'clock precisely, certain exceedingly important and valuable FREEHOLD ESTATES, on the verge of the City of London, being in Ely-place, Ely-mews, and Mitre-court, Holborn, one of the most convenient and central positions for professional and commercial purposes within the metropolis, comprising Four substantial and well-built Houses, Nos. 10, 22, 23, and 29, Ely-place; the Mitre Tavern, an old established and well-frequented licensed house in Mitre-court, the leading thoroughfare from Ely-place to Hatton-garden; a small house in Mitre-court, in the rear of premises in Hatton-garden; the interesting and renowned ancient building, now used as a Welsh chapel (originally the private chapel of the Palace when Ely-place was the Bishop's residence), a thoroughly substantial edifice, occupying the important and superficial area of 4000ft.; also the extensive range of stabling, coach houses, &c., known as Ely-mews, at the top of Ely-place, occupying a superficial area of about 6000ft., the whole being let on leases, for terms expiring in from five to seven years at nominal ground-rents, and together of the value of about £1300 per annum.

May be viewed by permission of the respective tenants, and particulars obtained at the Mart; of
Messrs. F. and T. SMITH and SONS, Solicitors, No. 15, Furnival's-inn, E.C.; of
CHARLES BEGBIE, Esq., Solicitor, 8, New Ormond street, Queen-square, W.C.; of
Messrs. A. F. and R. W. TWEEDIE, Solicitors, 5, Lincoln's-inn-fields, W.C.; and of
Messrs. EDWIN FOX and BOUSFIELD, 24, Gresham-street, Bank, E.C.—J. A. Buckley, Chief Clerk.

Clapham-common and Balham-hill.—Highly valuable and exceedingly important Freehold Estates, comprising first-class family residences, fronting Clapham-common, with beautiful gardens and grounds, coachhouse, stabling, conservatories, and out-offices, and detached and semi-detached villa residences on Balham-hill, presenting opportunities for occupation or investment which in this pre-eminently attractive, delightful, and exceedingly convenient neighbourhood very rarely occur.

MESSRS. EDWIN FOX and BOUSFIELD are directed to SELL by AUCTION, at the MART, Tokenhouse-yard, Bank of England, on WEDNESDAY, FEBRUARY 25 (unless acceptable offers are in the meantime made), the compact and important FREEHOLD ESTATE, in the parishes of Clapham, and Streatham, occupying a most enjoyable position in the much-esteemed district of Clapham-common and Balham-hill, consisting of four capital detached family residences, facing Clapham-common, with extensive outbuildings and pleasure grounds, in the several occupations of W. S. Edgar, B. Haywood, D. B. Hanbury, and E. Habershon, Esqs. Nine detached and semi-detached residences, facing Balham-hill, with stabling and gardens, respectively distinguished as Chestnut House, Beauclerc Lodge, No. 2, Balham-hill, Aston Lodge Elm Lawn, Hillside, Arundel House, Dunningley House, Hookwood Lodge. The several houses will be submitted in separate lots, with vacant possession on completion of the purchase, thus presenting a rare opportunity for gentlemen desirous of acquiring freehold houses for their own occupation to secure the same in this most delightful, healthy, and convenient position; while for investment, such is the demand for this class of property, that high and remunerative rents may be immediately secured. For more descriptive advertisement see *Times* of Monday.

Particulars may be obtained of
Messrs. RUSSELL, SON, and SCOTT, Solicitors, 14, Old-Jewry-chambers, E.C.;
at the Mart, E.C.; and of Messrs. EDWIN FOX, and BOUSFIELD, 24, Gresham-street, Bank.

MR. DAVID J. CHATTELL, who inspects all Ground Rents entrusted to him for disposal, invites BUYERS or SELLERS of Ground Rents to CALL upon or COMMUNICATE with him at his well-known corner Offices, 29A, Lincoln's-inn-fields. No commission charged to purchasers.

FREEHOLD AND LEASEHOLD GROUND RENTS.—Mr. DAVID J. CHATTELL, having for many years devoted his particular attention to this class of investments, is, through his extensive and constantly increasing connection, enabled to dispose of Ground Rents, without delay, at fair market prices. The Special Monthly List, containing particulars of numerous parcels, paying various rates of interest, and suitable for the employment of large or small amounts, may be had, gratis, on application at his Offices, 29A, (corner of) Lincoln's-inn-fields, and forms the best medium between buyers and sellers.

Printed and published by HORACE COX, at 10, Wellington street, Strand, London, W.C., in the County of Middlesex —Saturday, Jan. 17, 1874.

THE LAW TIMES,

THE JOURNAL OF THE LAW AND THE LAWYERS

[REGISTERED AS A NEWSPAPER.]

VOL. LVI.—No. 1608. SATURDAY, JANUARY 24, 1874. Price (with Reports), 1s. 6d. Without Reports, 9d.

Money, Wanted and to Lend.

THE IMPROVEMENT of LANDED ESTATES.—The LAND, LOAN, and ENFRANCHISEMENT COMPANY (incorporated by special Act of Parliament) ADVANCES MONEY—

1st.—To the Owners of Settled and other Estates, for the Erection of FARM BUILDINGS and COTTAGES, and for the DRAINAGE, IRRIGATION, ENCLOSING, CLEARING, and general Improvement of LANDED Property in any part of the United Kingdom:

2nd.—To the Owners of Settled Estates in England, for the ERECTION or COMPLETION of MANSIONS, STABLES, and OUTBUILDINGS:

3rd.—To Landowners generally, to enable them to subscribe for Shares in Companies for the CONSTRUCTION of RAILWAYS and NAVIGABLE CANALS, which will beneficially affect their Estates:

4th.—To INCUMBENTS, for the Improvement of their GLEBE LANDS, by Drainage, and the Erection of FARM BUILDINGS and COTTAGES:

5th.—To COPYHOLDERS for the ENFRANCHISEMENT of COPYHOLD LANDS.

The amount borrowed with the expenses would be charged on the estate benefited, and repaid by a rentcharge, terminating in twenty-five years.

NO INVESTIGATION OF THE LANDOWNER'S TITLE IS NECESSARY.

Forms of application, and all further particulars, may be obtained of Messrs. Rawlence and Squarey, 22, Great George-street, Westminster, S.W., and Salisbury; of Messrs. Ashurst, Morris, and Co., Solicitors, 6, Old Jewry, London, E.C.; of Messrs. Gillespie and Paterson, W.S., 81a, George-street, Edinburgh, agents for the Company in Scotland; and at the Offices of the Company as below.

T. PAIN, Managing Director.
EDWIN GARROD, Secretary.

Land, Loan, and Enfranchisement Company,
No. 22, Great George-street, Westminster, S.W.

MONEY.—MORTGAGE.—A SUM of £4300 (in sums of £1000, £2000, or £3000) and a SUM of £5000 are ready to be placed out on MORTGAGE of first-class Freehold Securities. If on Land and Houses of ample value, can be had at 4½ per Cent. No agents need apply.—Apply to R. W. FORD, Solicitor, Portsmouth; D. M. FORD, Solicitor, Gosport; or FORD and FORD, Solicitors, 1, Howard-street, Strand, London, W.C.

MONEY.—£12,000 TRUST MONEY to be ADVANCED on good Freehold Security.—Apply to Messrs. J. and S. HARRIS, Solicitors, Leicester.
N.B.—None but Solicitors or Borrowers need apply.

MONEY.—Several Thousand Pounds to be LENT on Mortgage on Freehold or first-class Leasehold Property.—Apply to Messrs. CLEAR and CHEFFINS, Estate Agents, Ethelburga House, 70 and 71, Bishopsgate-street Within, E.C.

MONEY.—Various SUMS up to £500,000 ready for immediate INVESTMENT. Present rates of Interest, Freeholds (Trustees' Securities) 3½ per Cent.; Leaseholds, Houses, Mines, Collieries, Public Works, Public Rates, Ground-rents, and similar Securities at proportionately low rates.—Apply to MR. BAILEY, 29, Walbrook, City, London.

MONEY LENT—£5 to £500, with and without Sureties, upon Promissory Notes, Furniture, Goods, Deeds, Life Policies, Shares, Jewellery, &c., from one month to three years. Forms gratis. Bills discounted. Offices: 71, Fleet-street, City, E.C., and 3, Pullen's-row, High-street, Islington, N. Established thirty-four years. Open daily.—W. M. READ, Manager.

MUTUAL LOAN FUND ASSOCIATION (Incorporated by Act of Parliament 1850), 14, Russell-street, Covent-garden, London, and 38, Ship-street, Brighton, ADVANCES MONEY upon Personal Security, Bills of Sale, Deeds, &c., repayable by instalments. Bills promptly discounted. Forms free on receipt of stamped envelope. C. R. WRIGHT, Secretary.

MONEY ADVANCED at a Day's Notice (from £40 upwards) to respectable householders in the London District upon MORTGAGE of their FURNITURE without removal, repayable by easy instalments. No charge of any kind unless money advanced. As this does not emanate from an agent, applicants must apply personally to Mr. BAUGHAN, 34, Southampton-buildings, Chancery-lane. The public are cautioned against paying preliminary fees to pretenders.

LEGAL and GENERAL ACCOUNTANCY. Mr. C. E. MASON, AUDITOR, LIQUIDATOR, and ACCOUNTANT, 30, Essex-street, Strand, London.

LAW COSTS AND ACCOUNTS.—J. SIMMONS and CO., Costs Draftsmen and Accountants (established 1845), particularly invite attention to their arrangements for the preparation of costs of every description, requiring no supervision; also to the importance of having them perfectly prepared, to avoid losses which in a business of moderate extent only may be found great, but in one of extensive practice excessive. A very moderate commission charged, which would be found to be considerably more than covered by a careful settlement of such bills.—48, Watling-street, E.C.

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LAW PARTNERSHIP.—WANTED, in Town or Country, Graduate, eight years admitted, good Conveyancer, and experienced in all branches.—Address C. WEAVER, 42, Albert-street, Regent's-park, N.W.

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LAW.—A Solicitor (admitted in 1865) wants a SHARE in, or SUCCESSION to, a first-class Country PRACTICE, of about £1000 a year.—Address "O. H." (No. 1608), 10, Wellington-street, Strand, W.C.

LAW.—HALF-SHARE may be had in a Provincial Practice, nineteen years established. Average (net) profits close on £1000 per annum. Incoming partner is required to attend to the office work chiefly, *ergo*, conveyancing, &c.—For introduction apply personally to Mr. B. C. JONES, 20, Basinghall-street, City.

LAW PARTNERSHIP or PRACTICE.—A young Solicitor, of much practical experience and good position, who can introduce business, WISHES to SUCCEED to the WHOLE or a SHARE in a moderate practice. The highest references. — Address "C. C.," Messrs. Hooper and Son, 69, Ludgate-hill, London.

LAW PARTNERSHIP. — WANTED to PURCHASE, a SHARE of about £500 a-year in an established business. Advertiser has been admitted three years, is fully competent, of good address, and is accustomed to work hard.—Address "M. M. M." (No. 1608), 10, Wellington-street, Strand, W.C.

LAW PARTNERSHIP. — A middle-aged Solicitor, experienced in Conveyancing and other business, wishes to give a Premium and his Services for a WORKING INTEREST of about £400 a year, in a Conveyancing and General Business in Liverpool, West Yorkshire, London, or elsewhere.—Address "Omicron" (No. 1605), 10, Wellington-street, Strand, W.C.

LAW PARTNERSHIP.—WANTED, by a Solicitor (admitted 1870), who served his articles in the office of a first-class conveyancing firm at Brighton, and has, since his admission, held a Clerkship in the same office, to PURCHASE a SHARE in a Country PRACTICE. Sussex preferred. Highest references given and required. —Address "E. H.," 208, School-hill, Lewes.

LAW PARTNERSHIP.—A SOLICITOR, admitted Easter Term 1873 (since in practice for himself), desires a PARTNERSHIP in a thoroughly respectable firm. Experienced in Common Law, Conveyancing, and Advocacy. Could introduce capital and connection. Highest references given and required.—Address "J. S." Messrs. Clarke and Co., Solicitors, 14, Lincoln's-inn-fields.

LAW.—WANTED, by a Young Solicitor of ability and energy, a PARTNERSHIP in a well-established Practice, either in London or the Country; a prospect of succession to the whole, and a large town preferred. The advertiser is a Graduate of London, and took honours at the Final, and, having an excellent general knowledge of the law, would apply himself specially to any particular branch which might be desired. The most unexceptionable references.—Address "L. L. B.," H. G. Field, Esq., 10, New Inn, Strand.

Practices, Wanted and for Sale.

LAW PRACTICE.—A Lawyer of long and varied experience desires to PURCHASE a small respectable PRACTICE, or to arrange for a Working Share in a well-established business in the Midland Counties or the South of England. The highest references given and required.—Address "V. L." (No. 1607), 10, Wellington-street, Strand, W.C.

Situations, Wanted and Vacant.

LAW. — WANTED, a SITUATION as Shorthand and Copying CLERK.—Address "Lex," 1, Coombe-lane, Teignmouth, Devon.

LAW.—A Gentleman (admitted), who has been six months with a Conveyancer, desires a Conveyancing CLERKSHIP, under slight supervision. Good references.—"H." (No. 1607), 10, Wellington-street, Strand.

LAW.—WANTED, by a Solicitor, a Conveyancing or General CLERKSHIP, under supervision. Town or Country.—Address "J. P. G." (No. 1606), 10, Wellington-street, Strand, W.C.

LAW.—A Gentleman (aged 25, passed, but not admitted), REQUIRES a SITUATION as Junior Conveyancing CLERK. First-class references.—Address "C.," 47, Godolphin-road, Shepherd's-bush.

LAW.—Advertiser (aged 30, married) seeks an ENGAGEMENT as Engrossing and General CLERK, eleven years' experience. Excellent references.—Address "Scribo" (No. 1608), 10, Wellington-street, Strand

LAW.—WANTED, a SITUATION as CLERK. Can abstract and draw ordinary deeds, under supervision.—Apply "J. L. W.," Post-office, Holbeach.

LAW.—WANTED, in a Solicitor's office, a SITUATION, by a Young Man (aged 21), who has had above four years' experience in Magisterial and Municipal work.—Address "A.," Mr. Lea, Market-place, Chesterfield.

LAW.—A Solicitor's Clerk, of considerable experience, engaged in the Conveyancing department, under partial supervision of Principal, desires a RE-ENGAGEMENT in that branch of the profession.—Address "A. K.," 5, Carthusian-street, City, E.C.

LAW.—A Certificated Solicitor, experienced in Advocacy and Conveyancing, is desirous of Undertaking the former and Superintending the latter branch in a Country office.—Address "Alpha," Mr. Sunderland, Law Stationer, Birmingham.

LAW.—A Solicitor (admitted 1870), accustomed to extensive country practice, requires, immediately, a Managing Conveyancing or General CLERKSHIP, in a good office, at a moderate salary.—Address "D. D." (No. 1608), 10, Wellington-street, Strand.

LAW.—Advertiser seeks a SITUATION in a Solicitor's Office of General Practice. Can Draw Ordinary Drafts, and willing to make himself generally useful.—Address "B. C.," Post-office, Great Yarmouth, Norfolk.

LAW.—A Solicitor (aged 29) desires a SITUATION as Conveyancing or General Managing CLERK. Salary £200. Bond not to practice, if wished.—"N. S. E." (No. 1607), 10, Wellington-street, Strand, W.C.

LAW.—WANTED, by a Gentleman (admitted Trinity Term last), a Conveyancing CLERKSHIP in Town. First-class references. Small salary only required.—Address "B. E. T. A." (No. 1608), 10, Wellington-street, Strand, W.C.

LAW.—The advertiser SEEKS a RE-ENGAGEMENT as General CLERK in a Solicitor's Office. Has had many years' experience. Country preferred Good references.—Address "Z. A.," Post-office, Ross, Herefordshire.

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SITUATIONS VACANT continued on next page.

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Re JOSHUA ROSE ANDERSON, Deceased.

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Tuesday, Feb. 10	Tuesday, May 19	Tuesday, Aug. 4
Tuesday, Feb. 24	Tuesday, May 26	Tuesday, Aug. 11
Tuesday, March 10	Tuesday, June 2	Tuesday, Aug. 18
Tuesday, March 17	Tuesday, June 9	Tuesday, Aug. 25
Tuesday, March 24	Tuesday, June 16	Tuesday, Oct. 6
Tuesday, March 31	Tuesday, June 23	Tuesday, Oct. 20
Tuesday, April 14	Tuesday, June 30	Tuesday, Oct. 27
Tuesday, April 21	Tuesday, July 7	Tuesday, Nov. 1
Tuesday, April 28	Tuesday, July 14	Tuesday, Nov. 24
Tuesday, May 5	Tuesday, July 21	Tuesday, Dec. 8.

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THE LAW TIMES,

THE JOURNAL OF THE LAW AND THE LAWYERS

[REGISTERED AS A NEWSPAPER.]

VOL. LVI.—No. 1609. SATURDAY, JANUARY 31, 1874. Price (with Reports), 1s. Without Reports, 9d.

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LAW.—SOLICITOR'S OFFICE.—A Young Gentleman of 19 desires a SITUATION in an office where there is moderate extent of practice. A premium will be paid for five years' service. Country preferred to the City.—Apply by post, with terms, to "M. N." care Messrs. Butterworth, Law Booksellers, 7, Fleet-street, London, E.C.

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LAW.—Advertiser (steady and trustworthy), a sound Real Property Lawyer and able Conveyancer, a neat and accurate Draftsman, competent to investigate Titles, SEEKS an immediate ENGAGEMENT. Salary very moderate.—Address "Zenas," Mr. Jones's, 4, Bargate, Leominster, Herefordshire.

LAW.—To London Solicitors.—Advertiser (admitted), good Conveyancer, energetic and of strict business habits, requires an ENGAGEMENT where he would have an opportunity of taking part in Common Law business, &c. Aged 26. Salary moderate.—Address "H. C." (No. 1609) 10, Wellington-street, Strand, W.C.

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LAW.—WANTED, in a City Office, an energetic CLERK (unadmitted), to undertake Chancery, Common Law, and Bankruptcy business, under supervision.—Apply, stating age, salary, and full particulars, to "Lex," care of Mr. Willcox, Law Stationer, 9, Temple-street, E.C.

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LAW.—MIDLAND COUNTIES.—WANTED, in an Office of small General Practice, a Copying and Engrossing CLERK, who can Abstract Deeds, and is well acquainted with the routine of a Solicitor's Office. Salary to commence with £65 a year. Unexceptionable references required.—Apply "A. B." (No. 1609), 10, Wellington-street, Strand, W.C.

Legal Notices.

LAW EXAMINATIONS.—The Editor of the Telegram, eight of whose pupils obtained honours at one Examination, has Final and Intermediate CLASSES READING for next Easter and Trinity. Terms moderate. —Apply to WM. AMER, Lincoln's-inn-gate, W.C.

MR. E. H. BEDFORD, Author of the "Intermediate Examination Guide," "The Intermediate Examination Guide to Bookkeeping," and Editor of "The Preliminary," "Intermediate," and "Final," has CLASSES daily reading at his Chambers, 9, King's Bench-walk, Temple, for each of the Examinations.

CLERKSHIPS in the CHARITY COMMISSION.—An OPEN COMPETITION for TWO SITUATIONS will be HELD in LONDON on TUESDAY, the 24th of FEBRUARY, 1874, and following days; age 19 to 30. A good knowledge of law and of legal procedure is essential.—Application for the regulations and the necessary form should be made at once to the Secretary Civil Service Commission, Cannon-row, London, S.W.

LEGAL PRACTITIONERS' SOCIETY.—SUBSCRIPTIONS are now payable to W. T. CHARLEY, Esq., D.C.L., M.P., 5, Crown Office-row, Temple, London, E.C. Information supplied on written application to CHARLES FORD, Esq., the Hon. Secretary, at the Office of the LAW TIMES, 10, Wellington-street, Strand, London, W.C.

LEGAL EDUCATION. — Mr. T. DE COURCY ATKINS, Student to the Four Inns of Court, and late Reader in Roman Law at University College has FORMED CLASSES for the Study of the Subjects required for the Examinations (1874) of the Inns of Court, the Incorporated Law Society, and the London University. Private Pupils received for the systematic Study of every branch of English Law, of Roman Law, and General Jurisprudence.—For particulars, apply at 3, New-square, Lincoln's-inn.

TO SOLICITORS.—Office for PATENTS, 5, SERLE-STREET, LINCOLN'S-INN, W.C.

Messrs. DAVIES and HUNT, Patent Solicitors, continue to procure BRITISH and FOREIGN PATENTS, &c., at most moderate charges, and to SOLICITORS at *agency rates*.

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No. 117, CHANCERY-LANE, FLEET-STREET.

HENRY GREEN, Advertisement Agent, begs to direct the attention of the Legal Profession to the advantages of *his long experience of upwards of twenty-five years, in the special insertion of all pro formâ notices, &c.*, and hereby solicits their continued support.—N.B. One copy of advertisement only required, and the strictest care and promptitude assured. Officially stamped forms for advertisements and file of *London Gazette* kept. By appointment

BOROUGH of BRIGHTON.—NOTICE is HEREBY GIVEN that the Town Council are about to APPOINT a TOWN CLERK for the Borough.

The person to be appointed must be a Solicitor, and he will be required to perform all the duties of the Town Clerk, under the Municipal Corporation Acts, the Sanitary Acts, and all other Acts of Parliament in force within the Borough, and to transact the general business, and also all Parliamentary and legal business of the Corporation.

He will have to attend at the Town Hall from 10 a.m. till 2 p.m. daily, and at such other times as his attendance may be required by the Town Council or any of the Committees of the Council.

He will be required to pay over to the Borough Treasurer all fees and emoluments received by him as Town Clerk, from any source whatever.

For the performance of the whole of his duties the Town Clerk will be paid a salary of £650 per annum. He will also be allowed actual disbursements.

Further information may be obtained by personal application at the Town Clerk's Office, Brighton.

Applications from candidates for the office, accompanied by testimonials, addressed to the General Purposes Committee, and endorsed "Application for the Office of Town Clerk," are to be left at my office, at the Town Hall, Brighton, before 11 o'clock a.m., on Thursday, the 5th day of February next. DAVID BLACK, Town Clerk.

22nd January, 1874.

NOTICE is hereby given, that the Executors of the late Ilmo. Sor. Don GERONIMO MARTINEZ Y ENRILE do SUMMON the hereinafter-mentioned, or their HEIRS, to present themselves, either in person or by Power of Attorney, at Calle Ancha, No. 23, Cadiz, there to receive a communication of interest to them:—Sres. Franquss y Compa., D. Pascual Campos, D. José Ygnacio Barril, Sra. Vinda de Prats, D. Juan Barry, D. Diego Pingradon, Sor. Lachametta, D. Juan Prats, Sres. Galarza y Goinechea, Dn. Felis Trapero, D. Antonio Morales y Ayensa, D. Manuel Rodriguez Jarillo, D. Juan Antonio Faisat de Zuniga, Sres. Guiral y de Warn, Sor. Marques de Villafranca, D. Miguel Lopez y Compa., D. Jaime del Castillo, Sra. Vinda de Dandeya y Compa., D. Juan de Dios Govantes, D. L. Cho Utroff, D. Roman Ducarnou Esteban Laborde, D. Francisco Berrix, D. José Pastor é hijo, Sra. Vinda de Macia, D. Yldefonso Ynfante, D. Fernando Jimenez de Alba.

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OF

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UNDER THE PROVISIONS OF

THE BANKRUPTCY ACT, 1869 (32 & 33 VICT. c. 71); THE DEBTOR'S ACT, 1869 (32 & 33 VICT. c. 62);

AND THE

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By A. A. DORIA, of Lincoln's Inn, Esq., B.C.L., Barrister-at-Law.

LONDON: "LAW TIMES" OFFICE, 10, WELLINGTON-STREET, STRAND, W.C.

Sales by Auction.

Chelsea.—Ground Rents, of a tenure perfectly equal to Freehold, in two sums of £60 and £12 6s. per annum, secured by separate leases on Seventeen well built Residences, all respectably tenanted, situate in Luna-street, Chelsea, near the World's End Tavern. The total rack rental is about £600 per annum. The land is held for an unexpired term of about 454 years, free of rent, and is also tithe free and exonerated from land tax.

MR. ROBINS (of 5, Waterloo-place, Pall Mall) is directed to SELL the above GROUND RENTS at the MART, Tokenhouse-yard, Lothbury, E.C., on THURSDAY, FEB. 12, at Two o'clock precisely, in Two Lots.

Particulars of

E. J. BARRON, Esq., Solicitor, 55, Lincoln's Inn-fields, W.C.;

at the Mart; and of the AUCTIONEER. (Sale 13,623.)

Perpetual Rentcharge, payable by the Governor and Company of the New River.—To Trustees, Corporate Bodies, Insurance Societies, and to all concerned in acquiring an Investment offering a security equivalent to Consols.

MR. ROBINS (of 5, Waterloo-place, Pall Mall), is favoured with directions to SELL by AUCTION, at the MART, in Tokenhouse-yard, Lothbury, E.C., on THURSDAY, FEB. 12, at Two o'clock precisely, a PERPETUAL RENTCHARGE of £440 per annum, secured on certain freehold mills, lands, and premises, being part of the estates of the New River Company, situate in the parishes of Ware and Great Amwell, in the county of Hertford, and payable by the Governor and Company of the New River, under a special Act of Parliament granted for that purpose in the 11th year of the reign of King George II. The income is receivable half-yearly at the office of the New River Company, and is subject to a deduction for land-tax of £40 8s. per annum and income-tax.

Particulars may be had of

Messrs. BOOTYS and BAYLIFFE, Solicitors, 1, Raymond-buildings, Gray's-inn, W.C.;

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Brixton.—Freehold Ground Rents, with valuable reversion in thirty-two and fifty-three years respectively, affording investments of an exceptionally eligible character, which it would be impossible too highly to commend.

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Full particulars and plans may be had in due course at the chief inns at Brixton; of

Messrs. BOOTYS and BAYLIFFE, Solicitors, 1, Raymond-buildings, Gray's-inn, W.C.;

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MR. DAVID J. CHATTELL, who inspects all Ground Rents entrusted to him for disposal, invites BUYERS or SELLERS of Ground Rents to CALL upon or COMMUNICATE with him at his well-known corner Offices, 29A, Lincoln's-inn-fields. No commission charged to purchasers.

FREEHOLD AND LEASEHOLD GROUND RENTS.—Mr. DAVID J. CHATTELL, having for many years devoted his particular attention to this class of investments, is, through his extensive and constantly increasing connection, enabled to dispose of Ground Rents, without delay, at fair market prices. The Special Monthly List, containing particulars of numerous parcels, paying various rates of interest, and suitable for the employment of large or small amounts, may be had, gratis, on application at his Offices, 29A. (corner of) Lincoln's-inn-fields, and forms the best medium between buyers and sellers.

MESSRS. DEBENHAM, TEWSON, and FARMER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rentcharges, House Property, and Investments generally, is PUBLISHED on the first day of each month, and may be obtained, free of charge, at their Offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps. Particulars for insertion should be received not later than four days previous to the end of the preceding month.

Sales for the Year 1874.

MESSRS. DEBENHAM, TEWSON, and FARMER beg to announce that their SALES of LANDED ESTATES, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground Rents, Reversions, and other properties for the year 1874, will be held at the Auction Mart, Tokenhouse-yard, in the city of London, as follows:

Tuesday, Feb. 10	Tuesday, May 19	Tuesday, Aug. 4
Tuesday, Feb. 24	Tuesday, May 26	Tuesday, Aug. 11
Tuesday, March 10	Tuesday, June 2	Tuesday, Aug. 18
Tuesday, March 17	Tuesday, June 9	Tuesday, Aug. 25
Tuesday, March 24	Tuesday, June 16	Tuesday, Oct. 6
Tuesday, March 31	Tuesday, June 23	Tuesday, Oct. 20
Tuesday, April 14	Tuesday, June 30	Tuesday, Oct. 27
Tuesday, April 21	Tuesday, July 7	Tuesday, Nov. 1
Tuesday, April 28	Tuesday, July 14	Tuesday, Nov. 24
Tuesday, May 5	Tuesday, July 21	Tuesday, Dec. 8.
Tuesday, May 12	Tuesday, July 28	

Auctions can also be held on other days besides those above specified. Due notice should in any case be given, in order to insure proper publicity; the period between such notice and the auction must of course considerably depend upon the nature of the property intended to be sold.—80, Cheapside, London, E.C.

Charlotte-street, Fitzroy-square, near to Oxford-street and Tottenham-court road.—*Re* the late Mr. R. T. Chamen, deceased.—A very valuable Freehold Property (land-tax redeemed), consisting of an important and substantial block of buildings, erected in the year 1868, upon the site of Percy Chapel, and comprising three spacious houses, with four commanding shops, warehouse, and stabling, known as Nos. 15, 17, and 17A, Charlotte-street; four houses and shops in the rear, being Nos. 41A, 42A, 43A, and 44A, Upper Rathbone place, and a splendid series of wine vaults extending under the entire premises. The property has a frontage of about 80ft. to Charlotte-street, a similar frontage to Upper Rathbone-place, and covers an area of upwards of 7000 square feet. The whole of the ground floor of the Charlotte-street premises (which is admirably adapted for a large wine merchant's and grocery establishment, or for sub-division; and, with other parts of the property, for co-operative stores), also the wine vaults, are in hand. The remainder is let to yearly and other tenants, at rents amounting together to about £700 per annum, less rates and taxes, which are paid by the landlord. The gross rental value of the entirety (including the portions in hand) is estimated at about £1150 per annum. Should a purchaser desire to carry on the business of the late Mr. Chamen he may take the valuable stock of wines, spirits, and groceries at a fair valuation, and have almost immediate possession as a going concern.

MESSRS. DEBENHAM, TEWSON, and FARMER are instructed by the Mortgagee, with the concurrence of the Trustees, to SELL, at the Mart, on TUESDAY, FEBRUARY 10, at Two, in one lot unless previously disposed of by private treaty), the very important FREEHOLD PROPERTY above described.

Particulars, with plans, &c., may be had of

ALFRED C. CRONIN, Esq., Solicitor, 3, Bloomsbury-square; of

Messrs. RIVINGTON and SON, Solicitors, 1, Fenchurch-buildings; of

Messrs. PLEWS and IRVINE, Solicitors, No. 31, Mark-lane;

and of the Auctioneers, 80, Cheapside.

Valuable Absolute Reversions to £1900 New Three per Cents. and £64 per annum in Red Sea Annuities; the Life Interest of a gentleman in a Copyhold House on Barnes-green, let at £70 per annum; a Contingent Life Interest in the sums of £4000 and £1400; and Two valuable Policies of Assurance in the Scottish Widows' Fund, for £3000 and £2000 respectively, with bonus additions amounting to £2800.

MESSRS. VENTOM, BULL, and COOPER will SELL by AUCTION, at the MART, Tokenhouse-yard, on TUESDAY, FEB. 17, at Twelve for One O'clock, the following INTERESTS:—

Lot 1. The ABSOLUTE REVERSION to £1900 NEW THREE per CENTS., subject to the life of a lady now aged 64.

Lot 2. The ABSOLUTE REVERSION to £64 per annum in Red Sea Annuities, terminable in 1902, and subject to the same life.

Lot 3. The LIFE INTEREST of a GENTLEMAN, now aged 67, in a COPYHOLD HOUSE, on Barnes-green, now let at £70 per annum.

Lot 4. A CONTINGENT LIFE INTEREST of a GENTLEMAN, now aged 67, subject to his surviving a lady now aged 58, in the SUMS of £4000 and £1400.

Lot 5. Two POLICIES of ASSURANCE in the SCOTTISH WIDOWS' FUND, effected on the life of a gentleman, now aged sixty-seven, for £3000 and £2000 respectively, with bonus additions amounting to £2800. Annual premium £136 17s. 6d. Notice has been given by the office that another bonus will be declared in May.

Particulars and conditions of sale may be had of

Messrs. LAWRANCE, PLEWS, and BOYER, Solicitors, 14, Old Jewry-Chambers; of

Messrs. C. F. KEMP, FORD, and CO., Accountants, 8, Walbrook;

at the Mart; and of the AUCTIONEERS, 8, Bucklersbury, E.C.

A valuable Policy of Assurance in the Standard Life Assurance Company.

MESSRS. VENTOM, BULL, and COOPER will SELL by AUCTION, at the MART, Tokenhouse-yard, on TUESDAY, FEB. 17th, at Twelve for One o'clock, a POLICY of ASSURANCE for £700, effected on the life of a gentleman, now aged 79, in the Standard Life Assurance Company. Annual premium, £22 14s. 6d.

Particulars and conditions of sale may be had as in preceding Advertisement.

To Barristers, Solicitors, and others.—Gray's-inn-square.—A suite of convenient Chambers, comprising four good rooms and usual accommodation, on the second floor of No. 11, Gray's-inn-square, held for an unexpired term of about 38 years (and having been renewed from time to time may be considered as equal to freehold) from the Honourable Society of Gray's Inn, subject to their rules and regulations, and now let at the inadequate rent of £40 per annum. To be SOLD by AUCTION by

MESSRS. VENTOM, BULL, and COOPER, at the AUCTION MART, Tokenhouse-yard, on TUESDAY, FEBRUARY 19th, at Twelve for One o'clock.

Particulars and Conditions of Sale may be had as in preceding advertisement.

MR. MARSH'S REGISTER of LANDED ESTATES, Town and Country Residences, and property of every description, is published monthly, and may be obtained at the offices of Mr. A. M. YEITS (late Mr. Marsh), Auctioneer, Land, and Estate Agent, 54, Cannon-street, E.C., or will be forwarded by post on application.

Surrey.—A valuable Freehold Residential Property, eligibly situate in a favourite and select locality, possessing every facility for railway communication, being within half an hour's ride by rail, and a distance of twelve miles by road, from the metropolis. The situation of the property is extremely picturesque, and the neighbourhood in which it is placed is surrounded by the best society. It comprises a superior residence of handsome elevation, erected within the last ten years at considerable expense for the occupation of the owner, and contains eleven bed chambers, dressing rooms, three reception rooms, billiard room, conservatory, and well-arranged domestic offices. The grounds are laid out with great taste, and embrace an area of 18 acres. The property is adapted for the residence of a nobleman, banker, merchant, or private gentleman.

MR. MARSH is favoured with instructions to SELL by AUCTION, at the Guildhall Coffee-house, Gresham-street, at Twelve for One o'clock, on THURSDAY, MAY 21, the above desirable RESIDENTIAL PROPERTY, situate and known as River-hill, Worcester-park, near Ewell and Kingston, and within easy reach of Epsom.

Particulars and plans may shortly be obtained of Mr. A. M. YEITS (late Mr. Marsh), No. 54, Cannon-street, E.C.

Printed and published by HORACE COX, at 10, Wellington-street, Strand, London, W.C., in the County of Middlesex —Saturday, Jan. 31, 1874.

THE LAW TIMES,

THE JOURNAL OF THE LAW AND THE LAWYERS

[REGISTERED AS A NEWSPAPER.]

VOL. LVI.—No. 1611. SATURDAY, FEBRUARY 14, 1874. Price (with Reports), 1s. Without Reports, 9d.

Money, Wanted and to Lend.

THE IMPROVEMENT of LANDED ESTATES.—The LAND, LOAN, and ENFRANCHISEMENT COMPANY (incorporated by special Act of Parliament) ADVANCES MONEY—

1st.—To the Owners of Settled and other Estates, for the Erection of FARM BUILDINGS and COTTAGES, and for the DRAINAGE, IRRIGATION, ENCLOSING, CLEARING, and general Improvement of LANDED Property in any part of the United Kingdom:

2nd.—To the Owners of Settled Estates in England, for the ERECTION or COMPLETION of MANSIONS, STABLES, and OUTBUILDINGS:

3rd.—To Landowners generally, to enable them to subscribe for Shares in Companies for the CONSTRUCTION of RAILWAYS and NAVIGABLE CANALS, which will beneficially affect their Estates:

4th.—To INCUMBENTS, for the Improvement of their GLEBE LANDS, by Drainage, and the Erection of FARM BUILDINGS and COTTAGES:

5th.—To COPYHOLDERS for the ENFRANCHISEMENT of COPYHOLD LANDS.

The amount borrowed with the expenses would be charged on the estate benefited, and repaid by a rentcharge, terminating in twenty-five years.

NO INVESTIGATION OF THE LANDOWNER'S TITLE IS NECESSARY.

Forms of application, and all further particulars, may be obtained of Messrs. Rawlence and Squarey, 22, Great George-street, Westminster, S.W., and Salisbury; of Messrs. Ashurst, Morris, and Co., Solicitors, 6, Old Jewry, London, E.C.; of Messrs. Gillespie and Paterson, W.S., 81A, George-street, Edinburgh, agents for the Company in Scotland; and at the Offices of the Company as below.

T. PAIN, Managing Director.
EDWIN GARROD, Secretary.

Land, Loan, and Enfranchisement Company,
No. 22, Great George-street, Westminster, S.W.

MONEY.—Various SUMS up to £500,000 ready for immediate INVESTMENT. Present rates of Interest, Freeholds (Trustees' Securities) 3½ per Cent.; Leaseholds, Houses, Mines, Collieries, Public Works, Public Rates, Ground-rents, and similar Securities at proportionately low rates.—Apply to MR. BAILEY, 29, Walbrook, City, London.

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MUTUAL LOAN FUND ASSOCIATION (Incorporated by Act of Parliament 1850), 14, Russell-street, Covent-garden, London, and 58, Ship-street, Brighton. ADVANCES MONEY upon Personal Security, Bills of Sale, Deeds, &c., repayable by instalments. Bills promptly discounted. Forms free on receipt of stamped envelope. C. R. WRIGHT, Secretary.

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ELEVENTH EDITION. PRICE 20s., CLOTH.

LONDON: "LAW TIMES" OFFICE, 10, WELLINGTON-STREET, STRAND, W.C.

Legal Notices.

ISSUE OF

£1,000,000 FIVE PER CENT. STERLING SINKING FUND BONDS

OF THE

ILLINOIS CENTRAL RAILROAD COMPANY

OF £200 EACH.

PAYABLE 1st APRIL 1903, IF NOT PREVIOUSLY REDEEMED BY THE ACTION OF THE SINKING FUND.

Interest and Principal payable in London. Interest payable 1st April and 1st October, in each year, at the Counting-house of Messrs. Morton, Rose, and Co. The first Coupon payable Oct. 1, 1874.

Redeemable in London, by a Sinking Fund of at least 2 per Cent. per Annum—viz., 1 per Cent. by Drawings at Par, and 1 per Cent. by Purchases by Tender in London, at not exceeding Par. The first Drawing will take place in August next, and the Bonds drawn will be paid at Par in London on the 1st October following; the first purchase will be in March, 1875.

PRICE OF ISSUE 84 PER CENT., OR £168 PER £200 BOND.

Payable	10 per Cent.	or £20	per Bond	on Allotment.
Payable	40 „	£80	„	16th March.
Payable	34 „	£68	„	15th April.
	84 per Cent.	or £163	per Bond.	

Rebate on anticipated payment of Instalments will be allowed at the rate of 4 per cent. per Annum.

Messrs. MORTON, ROSE, and CO. are prepared to receive SUBSCRIPTIONS for the above £100,000,000 BONDS, which are issued under the provisions of an Act of the Legislature of the State of Illinois, dated Feb. 12, 1855, entitled "An Act to entitle Railroad Companies to enter into Operative Contracts and to Borrow Money."

The Loan is raised for the purchase of an equal amount of New Orleans, Jackson, and Great Northern Railroad, and Mississippi Central Railroad Seven per Cent. Bonds, by which means the Illinois Company will gain 2 per cent. annually, thereby providing a Sinking Fund sufficient to redeem the whole of this issue in about 26 years. The Bonds of the above railroad so purchased are to held by the Illinois Company as security for the payment of this Loan.

The Illinois Company covenant to apply the whole of the interest received from the Southern Bonds, after providing for the interest on the present issue, to the Sinking Fund, thus making it accumulative. The surplus beyond the sum required for the interest and the Sinking Fund above provided will be applied to purchases or drawings at the option of the Company, the numbers of the Bonds so purchased or drawn will be advertised, and the Bonds cancelled.

The arrangements with the above-named Companies afford the Illinois Company direct through communication between Chicago and New Orleans, which, it is expected, will add largely to its traffic. Through trains are now running over a distance of 1650 miles.

The net receipts from the local traffic only of the Southern lines, according to the returns for 1871 and 1872 (before the connection was made), showed even then more than sufficient to pay the interest on their Bonds.

The Illinois Company covenants that this Issue shall be included in any future mortgage which hereafter may be created, and that such mortgage shall be made to secure no more than 15,000,000 dols., which sum shall include all prior liens on the mortgaged property, and without preference.

The following is an extract from the last published report of the Illinois Company, for the year 1872, showing its position:—

"During this period" (last ten years) "dividends have regularly been paid, amounting in the aggregate to 22,582,407.07 dols., and the debt has been reduced to the amount of 8,390,500 dols. Of the debt outstanding, 3,390,500 dols. of the Construction Bonds, and 2,500,000 dols. of the Redemption Bonds, will become payable 1st April 1875. You have set apart a Trust or Sinking Fund of 2,761,500 dols., which, with its interest, will nearly provide for the Construction Bonds, leaving 2,500,000 dols. Redemption Bonds to be provided for. The residue of the debt will then consist of 2,500,000 dols. of Bonds, payable in 1890." "The entire cost of the property has been 34,061,196.56 dols. It is now represented by a Share Capital of 25,500,000 dols., and a debt, which, after deducting the existing Sinking Fund, leaves 5,629,000 dols., making the aggregate 2,932,196.56 dols. less than the actual cost of the whole. "JOHN NEWELL, President.

"20th March, 1873."

Since the above report new Shares were authorised to be created to the extent of 5,100,000 dols. The net earnings for 1873 are stated to be 2,530,891 dols. The revenue from other sources is stated at 329,851 dols., making the total income for the year 2,860,742 dols.

Scrip certificates to bearer will be issued against allotment Letters, and will be exchanged for definitive Bonds as soon as possible after all payments are completed. In cases where no answer to applications is returned it will be understood that it has not been practicable to make an allotment.

Default of payment of any instalment when due will render all previous payments liable to forfeiture.

Copies of the Acts of the Legislature, and other documents, may be inspected at the office of Messrs. Bischoff, Bompas, and Bischoff, solicitors, Great Winchester-street-buildings, London, E.C.

Applications, which must be made on the annexed form, will be received at the Counting-house of Messrs. Morton, Rose, and Co., on Thursday, the 12th inst.; and the Subscription List will be Closed on or before Four p.m. on Monday, the 16th inst.

Bartholomew-lane, Feb. 10, 1874.

No. FORM OF APPLICATION.

ILLINOIS CENTRAL RAILROAD COMPANY.

(To Messrs. MORTON, ROSE, and Co.)

Issue of £1,000,000 in Five per Cent. Sterling Sinking Fund Bonds of £200 each.

Gentlemen,— request you to allot the sum of £ of the above Issue, in accordance with the terms of your Prospectus, dated 10th February, 1874, and engage to accept that or any smaller amount you may allot , and to pay the instalments due thereon, in accordance with the terms of the Prospectus.

Name in full.....
Residence.....
Profession or description .....
Date .....
Usual Signature .....

Printed and published by HORACE COX, at 10, Wellington-street, Strand, London, W.C., in the County of Middlesex.—Saturday, February 14, 1874.

THE LAW TIMES,

THE JOURNAL OF THE LAW AND THE LAWYERS

[REGISTERED AS A NEWSPAPER.]

VOL. LVI.—No. 1612. SATURDAY, FEBRUARY 21, 1874. Price (with Reports), 1s. 6d. Without Reports, 9d.

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Mule Breeding in Poitou, with an Illustration.
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Waterloo Cup Comments.
Anticipations of Croydon, Bristol, and Liverpool Steeplechases.
Reports of Meetings of the Week.
Hunting Notes from Leicestershire, Ireland, &c.
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REPORT, 1873.

The Forty-ninth Annual Report just issued, and the Balance Sheets for the year ending June 30, 1873, as rendered to the Board of Trade, can be obtained at either of the Society's Offices, or of any of its Agents.

GEORGE CUTCLIFFE, ACTUARY AND SECRETARY.

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2. To protect the Legal Profession against the encroachments of unqualified persons.

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Printed and published by HORACE COX, at 10, Wellington-street, Strand, London, W.C., in the County of Middlesex.—Saturday, February 28, 1874.

THE LAW TIMES,

THE JOURNAL OF THE LAW AND THE LAWYERS

[REGISTERED AS A NEWSPAPER.]

VOL. LVI.—No. 1614. SATURDAY, MARCH 7, 1874. Price (with Reports), 1s. 6d. Without Reports, 9d.

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CITY BRANCH: MANSION-HOUSE BUILDINGS, E.C.

FINANCIAL RESULTS.

The Annual Income, steadily increasing, exceeds	£249,000
The Assurance Fund, safely invested, is over	1,880,000
The New Policies in the last Year were 457, assuring	304,457
The New Annual Premiums were	9,770
The Bonus added to Policies in January 1872 was	323,871
The Total Claims by Death paid amount to	3,169,601
The subsisting Assurances and Bonuses amount to	5,773,144

DISTINCTIVE FEATURES.

CREDIT of half the first five annual Premiums allowed on whole-term Policies on healthy Lives not over sixty years of age.

ENDOWMENT ASSURANCES granted, without Profits, payable at Death, or on attaining a specified age.

INVALID LIVES assured at rates proportioned to the risk.

CLAIMS paid thirty days after proof of death.

REPORT, 1873.

The Forty-ninth Annual Report just issued, and the Balance Sheets for the year ending June 30, 1873, as rendered to the Board of Trade, can be obtained at either of the Society's Offices, or of any of its Agents.

GEORGE CUTCLIFFE, ACTUARY AND SECRETARY.

COMMISSION.—10 per cent. on the First Premium, and 5 per cent. on Renewals, is allowed to Solicitors The Commission will be continued to the Person introducing the Assurance, without reference to the channe through which the Premiums may be paid.

Sales by Auction.

MESSRS. DEBENHAM, TEWSON, and FARMER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rentcharges, House Property, and Investments generally, is PUBLISHED on the first day of each month, and may be obtained, free of charge, at their Offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps. Particulars for insertion should be received not later than four days previous to the end of the preceding month.

London-bridge.—By order of the Mortgagee.—Valuable long Leasehold Shops, Offices, and Cellarage, comprised in two extensive buildings, occupying an important and commanding position on the south side of the principal approach to the South-Eastern and London, Brighton, and South Coast Railway Stations, the greater portion let on lease, or otherwise, and the whole estimated to produce a profit rental of upwards of £1100 per annum.

MESSRS. DEBENHAM, TEWSON, and FARMER, will SELL, at the Mart, on TUESDAY, the 10th March, at Two o'clock, in one lot, the LEASEHOLD PREMISES, known as Nos. 15, 16, and 17 and 18, Railway-approach, situate in immediate proximity to the London-bridge Station, and covering an area of about 3100 square feet, with an imposing frontage of 81ft. Each building consists of seven floors, and includes two capital shops on the ground floor, also an excellent double basement, with entrances from a carriage-way in the rear. The first, second, and third floors are arranged in suites of offices, and comprise seven rooms on each; the lower basement is lofty, well lighted, and specially adapted for a wine merchant's. Held for 99 years from Midsummer 1868, at ground rents amounting to £425 per annum. The portions let at present produce £965, but the value of the entirety is nearly £1600 per annum.

Particulars of
Messrs. NEWMAN, DALE, and STRETTON, Solicitors, 75, Cornhill;
and of the Auctioneers, 80, Cheapside, London.

Holborn, Brompton, and Whitechapel.—Valuable Reversion to Freehold and Leasehold Properties, estimated to be worth about £470 per annum.—For Sale by order of the Mortgagee.

MESSRS. DEBENHAM, TEWSON, and FARMER will SELL, at the MART, on TUESDAY, MARCH 17, at Two, in One Lot, the REVERSION (equal in value to an absolute reversion) on the decease of a lady, now in her 70th year, to the following important PROPERTIES:—

No. 11, LAMB'S CONDUIT-PASSAGE, Holborn, freehold; annual value £45.

Nos. 1, 3, 5, and 7, PELHAM-PLACE, Brompton, lease about 44 years; ground-rent £34; annual value £245.

No. 17, PELHAM-CRESCENT, Brompton, lease 46 years; ground rent, £12; annual value, £90.

The PRINCE OF ORANGE, Phillip-street, Whitechapel, lease, 27 years; ground rent, £29 15s.; annual value, £100.

The properties are in improving neighbourhoods, and are all let. Particulars of
Messrs. WEEKS and SON, Solicitors, 78, Newgate-street;
and of the AUCTIONEERS, 80, Cheapside, London.

Edgware-road.—Freehold Ground-rent of £120, with valuable reversion after nineteen years.

MESSRS. PHILIP D. TUCKETT and CO. will SELL by AUCTION, on TUESDAY, MARCH 31, the very Handsome FREEHOLD SHOP, known as 159, Edgware-road, having a frontage of 19ft., and a depth of 120ft.; occupied by Messrs. Garrould, the well-known drapers, leased for a term, of which nineteen years are unexpired, at £120 a year, but worth a rental of several hundreds a year.

Particulars of
Messrs. MASTERMAN, HUGHES, MASTERMAN, and REW, Solicitors, No. 26, Austinfriars;
or of Messrs. PHILIP D. TUCKETT and Co., Land Agents and Surveyors, 10A, Old Broad-street, E.C.

MR. MARSH'S REGISTER of LANDED ESTATES, Town and Country Residences, and property of every description, is published monthly, and may be obtained at the offices of Mr. A. M. YETTS (late Mr. Marsh), Auctioneer, Land, and Estate Agent, 54, Cannon-street, E.C., or will be forwarded by post on application.

Surrey.—A valuable Freehold Residential Property, eligibly situate in a favourite and select locality, possessing every facility for railway communication, being within half an hour's ride by rail, and a distance of twelve miles by road, from the metropolis. The situation of the property is extremely picturesque, and the neighbourhood in which it is placed is surrounded by the best society. It comprises a superior residence of handsome elevation, erected within the last ten years at considerable expense for the occupation of the owner, and contains eleven bed chambers, dressing rooms, three reception rooms, billiard room, conservatory, and well-arranged domestic offices. The grounds are laid out with great taste, and embrace an area of 18 acres. The property is adapted for the residence of a nobleman, banker, merchant, or private gentleman.

MR. MARSH is favoured with instructions to SELL by AUCTION, at the Guildhall Coffee-house, Gresham-street, at Twelve for One o'clock, on THURSDAY, MAY 21, the above desirable RESIDENTIAL PROPERTY, situate and known as River-hill, Worcester-park, near Ewell and Kingston, and within easy reach of Epsom.

Particulars and plans may shortly be obtained of Mr. A. M. YETTS (late Mr. Marsh), No. 54, Cannon-street, E.C.

UNIVERSITY OF LONDON.—NOTICE IS HEREBY GIVEN, that on WEDNESDAY, 29th of APRIL next, the Senate will proceed to ELECT EXAMINERS in the following departments:—

Examinerships. ARTS AND SCIENCE.	Salaries (Each).	Present Examiners.
Two in *Classics*	£200	R. C. Jebb, Esq., M.A. Vacant.
Two in *The English Language, Literature, and History*	£120	Prof. Henry Morley. Vacant.
Two in *The French Language*	£100	Gustave Masson, Esq., B.A. Vacant.
Two in *The German Language*	£30	R. Rost, Esq., Ph.D. Rev. C. Schoell, Ph.D.
Two in *The Hebrew Text of the Old Testament, The Greek Text of the New Testament, the Evidences of the Christian Religion and Scripture History*	£50	Rev. J. J. S. Perowne, D.D. W. Aldis Wright, Esq., M.A.
Two in *Logic and Moral Philosophy*	£80	Prof. Baynes, LL.B. Rev. John Venn, M.A.
Two in *Political Economy*	£30	Prof. Fawcett, M.A. Vacant.
Two in *Mathematics and Natural Philosophy*	£200	Prof. Sylvester, LL.D., F.R.S. Vacant.
Two in *Experimental Philosophy*	£100	Prof. Balfour Stewart, LL.D, F.R.S. Vacant.
Two in *Chemistry*	£175	H. Debus, Esq., Ph.D., F.R.S. Vacant.
Two in *Botany and Vegetable Physiology*	£75	Rev. M. J. Berkeley, M.A. Thomas Thomson, Esq., M.D., F.R.S.
Two in *Geology and Palæontology*	£75	Prof. Duncan, M.B., F.R.S. Prof. Morris, F.G.S.
LAWS.		
Two in *Jurisprudence, Roman Law, Principles of Legislation, and International Law*	£100	Prof. Bryce, D.C.L. T. Erskine Holland, Esq., B.C.L., M.A. Herbert H. Cozens-Hardy, Esq., LL.B.
Two in *Equity and Real Property Law*	£50	A. E. Miller, Esq., B.A., Q.C.
Two in *Common Law and Law and Principles of Evidence*	£50	Farrer Herschell, Esq., B.A., Q.C. Henry Matthews Esq., LL.B., Q.C.
Two in *Constitutional History of England*	£25	Prof. Sheldon Amos, M.A. Prof. Courtney, M.A.
MEDICINE.		
Two in *Medicine*	£150	J. Syer Bristowe, Esq., M.D. Prof. Wilson Fox, M.D., F.R.S.
Two in *Surgery*	£150	Prof. John Marshall, F.R.S. Vacant.
Two in *Anatomy*	£100	G. W. Callender, Esq., F.R.S. Prof. G. Viner Ellis, F.R.U.S.
Two in *Physiology, Comparative Anatomy, and Zoology*	£150	Prof. Michael Foster, M.D., F.R.S. Prof. Rutherford, M.D., F.R.S.E.
Two in *Obstetric Medicine*	£75	Robert Barnes, Esq., M.D. Prof Grailly Hewitt, M.D.
Two in *Materia Medica and Pharmaceutical Chemistry*	£75	T. L. Brunton, Esq., M.D. T. R. Fraser, Esq., M.D.
Two in *Forensic Medicine*	£50	Arthur Gamgee, Esq., M.D., F.R.S. Prof. Henry Maudsley, M.D.

The Examiners above-named are re-eligible, and intend to offer themselves for re-election.
Candidates must send in their names to the Registrar, with any attestation of their qualifications they may think desirable, on or before Tuesday, March 31st. It is particularly desired by the Senate that no personal application of any kind be made to its individual Members.
By order of the Senate,
University of London, Burlington-gardens, W., March 3rd, 1874. WILLIAM B. CARPENTER, M.D., Registrar.

The Subscription List will open on MONDAY, the 2nd March, and close on WEDNESDAY, the 11th March for London; SATURDAY, 14th March, for the Country.

PARIS AND DANVILLE RAILROAD COMPANY.

STATE OF ILLINOIS.

ISSUE OF 2,500,000 DOLS. (£500,000 STERLING)

FIRST MORTGAGE SEVEN PER CENT. SINKING FUND GOLD BONDS

OF 1000 DOLS. (£200) EACH OF THE

PARIS AND DANVILLE RAILROAD AND COAL COMPANY OF ILLINOIS.

TRUSTEES FOR THE BONDHOLDERS, THE NEW YORK STATE LOAN AND TRUST COMPANY.

Interest and Principal payable at the option of the holders in either London or New York (free from all United States Taxes).

ISSUE PRICE £170 STERLING PER BOND OF £200.

Interest at the rate of 7 29-100 per cent., or £7 5s. 10d. per Coupon, sterling, at the London Agency; 35 dols. United States gold coin at the Agency in New York; or 87 florins and 30 kreutzers at the Frankfort Agency, half-yearly, on the 1st January and 1st July. The first Coupon will become due on 1st July 1874.

AT THE PRICE OF ISSUE THESE BONDS WILL YIELD AS AN INVESTMENT NEARLY EIGHT-AND-A-HALF PER CENT. PER ANNUM.

Messrs. C. S. WEST and COMPANY are authorised by the Paris and Danville Railroad Company to receive APPLICATIONS for the above-mentioned 2500 BONDS of £200 each, the price of issue being £170 sterling per Bond, payable as follows: £10 on application, £20 on allotment, £30 on 20th March, £40 on 20th April, £40 on 20th May, and £30 on 20th June—total, £170.

Scrip certificates to bearer will be issued against allotment letters; and after payment of the final instalment bonds will be delivered in lieu of these certificates. The bonds are redeemable at par, repayable in 30 years, from 1st January 1873, in gold, in New York and London.

The Principal and Interest of this issue are secured by a first mortgage upon the whole of the Company's railroad franchises, rolling stock, and property of every description, and real estate, including coal and mineral lands, now owned; the Bonds having a priority of lien upon all the franchises and property of the Company of whatever kind or quality of every description of the value of £1,800,000 now owned, and also upon all property which may be hereafter required by the Company.

TRAFFIC GUARANTY.—Forty per cent. of the gross earnings of the Chicago, Danville, and Vincennes Railroad, on business derived from, or delivered to, the Paris and Danville Railroad, other than coal, and 20 per cent. of the gross amount earned or received by the transportation of coals, is semi-annually appropriated for the purchase of these First Mortgage Bonds of the Paris and Danville Railroad and Coal Company at par and interest, which fund will absorb the whole issue of the bonds at that price before the bonds become due.

SINKING FUND.—Ten per cent. of the year's earnings of the mines is to be set apart as a sinking fund, to provide for the payment of the principal of the bonds at the time specified in the mortgage.

When no allotment is made the deposit will be returned without deduction. Should a less number of bonds be allotted than are applied for, the amount paid on application will, so far as required, be applied towards the payment due on allotment. Subscribers and allottees will have the option of prepaying in full, under discount at the rate of 5 per cent. per annum, either on allotment or at any of the dates when an instalment falls due. The failure duly to pay any instalments will subject all previous payments to forfeiture and a cancelment of the allotment.

The documents connected with this issue may be seen by intending subscribers at the office of F. W. Jennings, Esq., solicitor, 34, Lime-street, E.C.

Prospectuses and forms of application to be obtained of Messrs. C. S. West and Co., 163, Fenchurch-street, E.C., and 23, 24, and 25, Exchange, Southwark-street, London, S.E.

Cheques may be crossed London and County Bank, Southwark; or Messrs. M'Culloch and Co., Bankers, Lombard-street, E.C.

28th Feb. 1874.

FORM OF APPLICATION.

Messrs. C. S. WEST and Co., 163, Fenchurch-street, London, E.C., and 23, 24, and 25, Exchange, Southwark-street, London, S.E.

Gentlemen,—Having paid to you the sum of Pounds, being a deposit at the rate of £10 per Bond on Bonds of 1000 dols. each, of the Paris and Danville Railroad Company, I request you will allot me that number of Bonds; and I hereby agree to accept the same, or any smaller number you may allot to me, and to pay the balance thereon, according to the terms of the Prospectus, dated February, 1874.

Name (in full .....
Address .....
Description .....
Date .....1874.
Signature.....

Printed and published by HORACE COX, at 10, Wellington-street, Strand, London, W.C., in the County of Middlesex.—Saturday, March 7, 1874.

THE LAW TIMES,

THE JOURNAL OF THE LAW AND THE LAWYERS

[REGISTERED AS A NEWSPAPER.]

VOL. LVI.—No. 1615. SATURDAY, MARCH 14, 1874. Price (with Reports), 1s. Without Reports, 6d.

Money, Wanted and to Lend.

THE IMPROVEMENT of LANDED ESTATES.—The LAND, LOAN, and ENFRANCHISEMENT COMPANY (incorporated by special Act of Parliament) ADVANCES MONEY—

1st.—To the Owners of Settled and other Estates, for the Erection of FARM BUILDINGS and COTTAGES, and for the DRAINAGE, IRRIGATION, ENCLOSING, CLEARING, and general Improvement of LANDED Property in any part of the United Kingdom:

2nd.—To the Owners of Settled Estates in England, for the ERECTION or COMPLETION of MANSIONS, STABLES, and OUTBUILDINGS:

3rd.—To Landowners generally, to enable them to subscribe for Shares in Companies for the CONSTRUCTION of RAILWAYS and NAVIGABLE CANALS, which will beneficially affect their Estates:

4th.—To INCUMBENTS, for the Improvement of their GLEBE LANDS, by Drainage, and the Erection of FARM BUILDINGS and COTTAGES:

5th.—To COPYHOLDERS for the ENFRANCHISEMENT of COPYHOLD LANDS.

The amount borrowed with the expenses would be charged on the estate benefited, and repaid by a rentcharge, terminating in twenty-five years.

NO INVESTIGATION OF THE LANDOWNER'S TITLE IS NECESSARY.

Forms of application, and all further particulars, may be obtained of Messrs. Rawlence and Squarey, 22, Great George-street, Westminster, S.W., and Salisbury; of Messrs. Ashurst, Morris, and Co., Solicitors, 6, Old Jewry, London, E.C.; of Messrs. Gillespie and Paterson, W.S., 81A, George-street, Edinburgh, agents for the Company in Scotland; and at the Offices of the Company as below.

T. PAIN, Managing Director.
EDWIN GARROD, Secretary.

Land, Loan, and Enfranchisement Company,
No. 22, Great George-street, Westminster, S.W.

MONEY.—£5000, and several lesser SUMS, are ready to be ADVANCED on real securities.—Apply Mr. THORNEY, Solicitor, Hull.

MONEY.—£2450 ready to be ADVANCED on FREEHOLD PROPERTY, which must be situated in Hampshire.—Apply to Messrs. FORD and FORD, 1, Howard-street, Norfolk-street, Strand, London, W.C.

MONEY.—MORTGAGES.—WANTED, at 5 per cent., £21,000 and £3000, on well-built London Property; and £16,000 at 4 per cent. on an estate; all show ample margins.—For particulars apply to "Mortgagor," Post-office, East Strand, London.

MONEY.—CAPITALISTS Desirous of Investing in First-class COLLIERIES, may have particulars of several properties direct from the vendors, from £2000 to £20,000. Purchasers or their solicitors only will be treated with.—Apply to Messrs. JONES and RAGGETT, 3, Adelaide-place, London Bridge.

MONEY.—GENTLEMEN WANTED, to Syndicate the PURCHASE of a VALUABLE COAL MINE, in full work. Payment of £5000 down will purchase one of the best paying properties in England; the balance of £65,000 in three and six months. By letter for interview.—"T. C. C.," 19, Clarence-street, Clapham, S.W.

MUTUAL LOAN FUND ASSOCIATION (Incorporated by Act of Parliament 1850), 14, Russell-street, Covent-garden, London, and 38, Ship-street, Brighton, ADVANCES MONEY upon Personal Security, Bills of Sale, Deeds, &c., repayable by instalments. Bills promptly discounted. Forms free on receipt of stamped envelope. C. R. WRIGHT, Secretary.

MONEY.—TO CAPITALISTS, SOLICITORS, and OTHERS.—Mr. THOMAS CLARKE, Architect and Surveyor, 44, Ludgate-hill, has clients owners of properties, and who are desirous of BORROWING upon some easy way of MORTGAGE, at varied interest, and will be glad to hear from Capitalists, Solicitors, and others having trust or other money to lend.

MONEY ADVANCED at a Day's Notice (from £40 upwards) to respectable householders in the London District upon MORTGAGE of their FURNITURE without removal, repayable by easy instalments. No charge of any kind unless money advanced. As this does not emanate from an agent, applicants must apply personally to Mr. BAUGHAN, 34, Southampton-buildings, Chancery-lane. The public are cautioned against paying preliminary fees to pretenders.

LEGAL and GENERAL ACCOUNTANCY. Mr. C. E. MASON, AUDITOR, LIQUIDATOR, and ACCOUNTANT, 30, Essex-street, Strand, London.

LAW.—PROCESS SERVED and INQUIRIES MADE for the Legal Profession, by a Young Man of experience. Reference to solicitors.—Address "B. N.," 70, Bartholomew-road, N.W.

LAW COSTS AND ACCOUNTS.—EDWARD J. FARRIES, Costs Draftsman, 4, College Hill, City, late Gresham House, Estimates for Drawing Costs Town or Country. References to firms of highest standing.

LAW COSTS.—J. HARCOURT SMITH, Costs Draftsman and Accountant, having had twenty years' varied experience, DRAFTS and SETTLES COSTS in all Courts, and matters in Town and Country. References to eminent London and provincial firms.—Offices: 5, King-street, Cheapside, E.C.

LAW BOOK-KEEPING, by Mr. G. J. KAIN, F.S.S., of the firm of Kain, Bullen, Eldridge, and Co., Law Accountants. THREE METHODS, viz., Single and Double Column Systems (in one volume) 7s. 6d.; Triple Column (ninth edition), 6s.
WATERLOW and SONS, Birchin-lane, and London-wall.

TO SOLICITORS, INSURANCE COMPANIES, and Others.—New Bridge-street.—To be LET, first-class SUITES of OFFICES, on the first, second, and third floors of excellent Newly-Decorated Premises; also extensive Cellarage on Basement.—Apply to Messrs DEBENHAM, TEWSON and FARMER, 80, Cheapside.

Practices, Wanted and for Sale.

LAW PRACTICE WANTED.—A Solicitor desiring fuller occupation, accustomed to the affairs of clients of rank, wishes to enter into arrangements with a Solicitor in London seeking leisure, or contemplating retirement; or to take up the practice of a Solicitor recently deceased. — "Lex," by letter only, Messrs. Nash and Teuten, Advertising Agents, 4, Savile Place, W.

LAW.—PRACTICE for SALE in one of the largest manufacturing towns in England (in consequence of the principal leaving England immediately), consisting of Conveyancing, extensive Common Law, Bankruptcy, and Criminal, together with very large Advocacy, about £900 to £1000 per annum, which can be largely increased. None need communicate except for immediate purchase. A personal inspection at the place of business is desired, as the time is limited.—Address "W. B. C." (No. 1615), 10, Wellington-street, Strand, W.C.

Partnerships, Wanted and Vacant.

LAW PARTNERSHIP.—A young Solicitor wishes to PURCHASE a SHARE in a well-established Conveyancing Business, with or without a view to early entire succession. Only principals need apply.—Address "J." Post-office, Chippenham, Wilts.

LAW PARTNERSHIP.—A Solicitor of good experience in a first-rate City firm (LL.B. of London) DESIRES a Working PARTNERSHIP in an office of general practice. — Address "LL.B.," care of Messrs. Thompson and Sons, 23, Chancery-lane, W.C.

LAW PARTNERSHIP.—WANTED, by a young Solicitor, in a good Conveyancing office, a JUNIOR PARTNERSHIP. South of England preferred. Premium about £1000. — Address F. TALBOT, Post-office, Five Ways, Islington, Birmingham.

LAW PARTNERSHIP or PRACTICE.—A young Solicitor, of great practical experience in Conveyancing, &c., of good position, and having a connection in the Midland Counties, wishes to arrange for a PARTNERSHIP in, or SUCCESSION to a well-established Practice, or would Manage a Branch Office. Highest references, &c., given.—Present address "R. W.," Post-office, Southport.

LAW.—WANTED, by a Solicitor of five years' standing, a WORKING PARTNERSHIP. Advertiser is well up in Conveyancing, and the General Business of a Country Office, and has had considerable experience in Advocacy. A Managing Clerkship with a view to Partnership not objected to. South of England preferred.—Address "Lex" (No. 1615), 10, Wellington-street, Strand, London.

LAW.—As MANAGING ASSISTANT or WORKING PARTNER.—A well-known leading office recommend an admitted Gentleman (single) of fifteen years' Town and Country working experience, with good abilities, character, and address, as responsible Managing Assistant or Working Partner, in Conveyancing, Family and General Business, including Railway and Lands Clauses undertakings.—"S. S." (No. 1615), 10, Wellington-street, Strand, W.C.

LAW PARTNERSHIPS.—MESSRS. HOOPER and SON can with confidence state that the Partnerships which have been arranged through their Agency have given very great satisfaction; and as they have always on their Register numerous applicants seeking occupation for time and capital, they are in a position to introduce without delay gentlemen fully competent to render essential service to any Solicitor who may require assistance in the conduct of his business.—69, Ludgate-hill.

Situations, Wanted and Vacant.

LAW.—An Experienced Conveyancing CLERK, accustomed to slight supervision, desires a RE-ENGAGEMENT. Good references.—Address "A. K.," 51, Frederick-street, Gray's-inn-road.

LAW.—WANTED by a YOUNG MAN, a SITUATION as Common Law and General CLERK who has had thirteen years' experience.—Address "C. H.," 16, Kilburn Park-road, Kilburn.

LAW.—WANTED, by a Gentleman (aged 22, recently admitted), a SITUATION in a small Office to assist the Principal. Good references.—Address F. WILKINSON and SON, 49, Coleman-street, E.C.

LAW.—WANTED by Advertiser (aged 28), of fifteen years' experience, a General CLERKSHIP, where Articles may be had on easy terms. Good references.—"J. R.," (No. 1615), 10, Wellington-street, Strand, W.C.

LAW.—A Gentleman, who has passed the Final Examination, is desirous of Seeing some GENERAL PRACTICE, in a Solicitor's Office, in London. No salary required.—Apply to "Lex," care of T. J. Pitfield, Esq., 3, Gray's-inn-square.

LAW.—Magisterial, Taxes, Costs, Book-keeping.—WANTED, RE-ENGAGEMENT, by a thoroughly efficient Clerk (33 years of age.) Fifteen years' experience. Married. Can draw ordinary Drafts. Highest testimonials.—Address "R." (1615), 10, Wellington-street, Strand, W.C.

LAW.—A Solicitor of general experience will shortly be disengaged, and requires a Managing CLERKSHIP, is a good advocate, will up in Practice, accustomed to advise and act without supervision, aged 28.—Address "A." (No. 1615), 10, Wellington-street, Strand.

LAW.—SHORTHAND.—WANTED, by an experienced Writer, a SITUATION; can Draw, Abstract, Costs, &c., or could manage a small office.—"B." Mr. Canning's, Chatworth-road, Forest-lane, Stratford.

LAW.—WANTED, a Conveyancing and Chancery CLERKSHIP, or either, in the Country; Liverpool preferred. Salary not so much an object as experience. Willing to work. Good references.—Address "A. A." (No. 1615), 10, Wellington-street, Strand, W.C.

LAW.—A Solicitor, of extensive Practice, wishes to RECOMMEND to a CLERKSHIP (with or without supervision) a Gentleman who served his Articles with him, and passed his final examination last term.—Address "Q." (No. 1615), 10, Wellington-street, Strand, W.C.

LAW.—A Solicitor (aged 27), wishes for an ENGAGEMENT as CLERK, where his duties will be to conduct the Conveyancing and to relieve the principal in other matters. Salary £150 to £200.—Address "A. B. C." (No. 1615), 10, Wellington-street, Strand, W.C.

LAW. — WANTED, in the Country, a Managing or Assistant CLERKSHIP. Advertiser is fully experienced in Conveyancing, Common Law, and General Business. Age 25. Unadmitted. Good references.—Address "Beta," 51, King William-street, E.C.

LAW.—WANTED, by the Advertiser (aged 24), a RE-ENGAGEMENT as Copying, Engrossing, and General CLERK, accustomed to posting. Excellent references as to character, &c.—Address "Lex," Post-office, Colchester.

LAW.—The Advertiser (aged 23, admitted last Term), desires an APPOINTMENT as Assistant or General CLERK. Salary moderate. Good reference to last employer. Will covenant not to practise, if required.—Address "Lex," Post-office Bradford-on-Avon.

LAW.—WANTED, by a Gentleman, who has passed his Final Examination, a General CLERKSHIP, under supervision, in a respectable firm, either in Town or Country. Country preferred. Salary moderate, experience being the chief object.—Address "J. S.," 40, Chancery-lane London, W.C.

LAW.—A Shorthand Writer, of eight years' experience as General CLERK and CASHIER, and possessing excellent testimonials, seeks a SITUATION. Could render valuable assistance to any solicitor requiring such.—Address "Alpha," Post-office, Worcester.

LAW.—Advertiser (aged 20), of gentleman-like appearance and address, seeks a CLERKSHIP in a Solicitor's Office, where he can gain a knowledge of the Profession. Nine months' experience in 1870. Undeniable references. No objection to give a short time.—"Gamma," care of Housekeeper, 166, Fenchurch-street, E.C.

LAW.—WANTED shortly, a Managing Conveyancing CLERKSHIP, without supervision, in a first-class country office. Liberal salary expected. Advertiser is a sound English Churchman.—Address "Clericus," 11, Clayton-street, Birkenhead.

LAW.—A Solicitor (aged 29, admitted in 1867), of considerable experience, and of business-like habits, is desirous of entering a respectable Office in the Country as a Managing CLERK, with a view to a PARTNERSHIP ultimately, preferred. No objection to Advocacy. Highest references.—Address "W." care of Messrs. Tayler and Ward, Solicitors, 27, Great James-street, Bedford-row.

LAW. — The Advertiser seeks a RE-ENGAGEMENT as Chancery and Common Law CLERK. Thoroughly understands the routine of a Solicitor's Office, Costs, &c. Fifteen years' experience (Railway and General practice.)—Salary required, £150 per annum.—Address "Lex," 10, Claremont-place, Hornsey-road, N.

LAW. — A Gentleman of probity and methodical habits, possessing a thorough practical knowledge of Chancery, Common, Criminal, Divorce, Bankruptcy, and County Court Practice, and a fair Draftsman, long accustomed to advise and act without supervision, seeks another APPOINTMENT as Country Managing CLERK. Reference to present principals.—Address "B. F." (1615), 10, Wellington-street, Strand.

LAW.—WANTED, by a Solicitor (Admitted 1870), who served his Articles in the office of a first-class Conveyancing Firm at Brighton, and who has since his Admission held a Clerkship in the same office, to PURCHASE a SHARE of a COUNTRY PRACTICE, Sussex preferred. Highest references given and required.—Apply by letter to "E. H.," 208, School-hill, Lewes, Sussex.

LAW.—WANTED, immediately, a Copying and Engrossing CLERK, in a Country Office. A permanency for a good Clerk.—Address "F. M." (1615), 10, Wellington-street, Strand, W.C.

LAW.—WANTED immediately, a CLERK, to Copy and assist generally; one with a knowledge of Taxes, Union and Local Board accounts, &c., preferred.—Apply, stating salary required, and with references, to "C.," Post-office, Newnham, Gloucester.

LAW.—WANTED, in a Solicitor's Office in North Wales, an efficient Bill CLERK, to post the books, and to assist in the general work of the office.—Apply to "A. B.," stating salary required and past experience (No. 1615), 10, Wellington-street, Strand, W.C.

LAW.—ARTICLED CLERK.—A Solicitor, with a rising Practice in a Town in the Midland Counties, has a VACANCY for an Articled CLERK. Premium no object if Advertiser can meet with a Clerk willing to work and attend thoroughly to business.—Address "D. E. F." (No. 1615), 10, Wellington-street, Strand, W.C.

LAW.—WANTED, in a City Office, a steady Young Man as Copying CLERK; must write a neat hand, and furnish good references.—Reply by letter, giving particulars of prior situations and salary required, to "Alpha," Messrs. Witherby and Co., Newman-court, Cornhill, E.C.

SITUATIONS VACANT continued on next page.

THE LEGAL PRACTITIONERS' SOCIETY.

THIS SOCIETY has for its object the reform of the unsatisfactory state of the Legal Profession. The want of such a Society has long been felt, and the demand for it has been rendered all the more imperative by the recent and the impending legislative changes in our judicial system.

Societies for promoting these changes, as well as Societies for the amendment of the law itself, already exist. This Society, of a less ambitious character, does not seek to supersede any of the existing organisations, confining its operations to the reform of proved abuses in connection with the Profession only.

Although its basis is thus restricted, it will have no lack of work to perform. Among the many subjects which engage its attention may be mentioned the following:—

1. To adjust the relations of the two branches of the Legal Profession, as well *inter se* as in reference to the Public.

2. To protect the Legal Profession against the encroachments of unqualified persons.

Members of the Legal Profession of every degree, whether Barristers-at-Law, Attorneys-at-Law, Solicitors, Special Pleaders, Conveyancers, or Proctors, and Articled Clerks, or Students of the Inns of Court, are eligible for Membership. The Annual Subscription of Ordinary Members is fixed at the almost nominal amount of FIVE SHILLINGS, to secure the adhesion of as many Members of the Legal Profession as possible. Any movement for the reform of the existing state of the Profession, to be permanently successful, must necessarily proceed from within, and secure the hearty co-operation and support of both its branches.

The Annual Subscription of Vice-Presidents is ONE GUINEA. Donors of FIVE GUINEAS are eligible as Life Vice-Presidents.

Any further information may be obtained from the Honorary Secretary, CHARLES FORD, Esq., at the Office of the *Law Times*, 10, Wellington-street, Strand, London, W.C., to whom all Communications should be addressed by Members of the Legal Profession desirous of joining the Society. Subscriptions for the current year are now payable to the Honorary Treasurer, W. T. CHARLEY, Esq., D.C.L., M.P., 5, Crown Office-row, Temple, London, E.C.; or at the Society's Bankers, Union Bank (Chancery-lane Branch).

PRUDENTIAL ASSURANCE COMPANY.

CHIEF OFFICES—62, LUDGATE HILL, LONDON.

TWENTY-FIFTH ANNUAL REPORT,

FOR THE YEAR ENDING 31st DECEMBER 1873.

The Directors now present their Report for the Year 1873:—

ORDINARY BRANCH.

During the year the Directors have received 2767 proposals for the sum of £393,365. Of these 2195 have been accepted and completed, assuring the sum of £303,560, and producing a New Annual Premium Income of £10,183 1s. 8d.; 572 proposals, assuring £89,805, have either been declined or not completed.

The sum of £900 has been received for New Annuities granted.

The Claims amount to £40,420 16s. 10d. under 261 Policies; £932 18s. of this amount was for Claims on Endowments matured. The number of deaths was 235.

Nine Annuitants have died, representing Annuities of £112 13s. 8d.

The Annual Premium Income at the end of the year is £66,414 5s. 11d. in respect of 13,007 Policies, assuring the sum of £2,055,515, showing an increase of of £3618 10s. 8d. per annum over the year 1872.

SICKNESS AND ASSURANCE ACCOUNT

The increase in this Fhnd amounts to £19 12s. 8d. No claim by death has arisen, and the sickness experience has been light.

INDUSTRIAL BRANCH.

The operations in this Branch have again been unusually successful. There were 646,377 new Policies issued, representing a new Annual Premium Income of £233,345 0s. 4d.

The Claims amount to £127,968 0s. 10d.

The Annual Premium Income at the close of the year is £471,296 16s., showing an increase of £106,349 19s. 4d. over the Income of the previous year.

GENERAL RESULTS.

The total Premium Income is £537,711 1s. 11d., showing the very remarkable increase of £109,968 10s., and being the largest accession of Income during any year of the Company's operations.

The total amount of Claims is £168,388 17s. 8d., raising the whole sum to £1,103,402 8s. 6d. These have, as usual, been paid with undeviating regularity.

The Assurance Fund at the close of 1873 was £482,933, showing an increase of £73,799 4s. 4d. for the year.

In addition to the Assurance Fund there are:—

Shareholder's Capital	£10,052
Contingency Fund	16,096
Guarantee Fund	15,000
Total	£41,148

Which, together with the Assurance Fund of £482,933, make a total Fund of £524,081 for the protection and security of the constituents of the Company.

The foregoing facts are so remarkable that the Directors consider it unnecessary to do more than call attention to them.

The Agreement of the 27th February 1873, under which Mr. Harben will retire on the 24th June next from the office of Secretary, has been in operation since the last Annual Meeting. The official changes consequent thereon have worked very satisfactorily, the business of the company having been conducted during that term with undiminished success.

That agreement was conditional. The directors are glad to state that they and Mr. Harben remain satisfied with its provisions; and it will, in the absence of proper notice for its rescission, become binding on all parties after the 25th March next.

The retiring Directors are Messrs. Reid, Gibbins, and Fraser, who, being eligible, offer themselves for re-election. The Auditors—Messrs. Allanson and Clark—also retire, and submit themselves for re-election.

16th February, 1874. J. GILLMAN, Chairman.

LIFE ASSURANCE COMPANIES ACT 1870.—THIRD SCHEDULE.

REVENUE ACCOUNTS of the PRUDENTIAL ASSURANCE COMPANY for the Year ending 31st December 1873.

(No. 1.) LIFE ASSURANCE ACCOUNT.

Amount of Life Assurance Fund at the beginning of the year			£409,133 15 8	Claims under Life Policies (after deduction of sums re-assured)	£168,388 17 8
Premiums, after deduction of re-assurance premiums			458,262 19 5	Surrenders	4,877 9 3
Consideration for annuities granted			900 0 0	Annuities	4,042 2 4
Interest and Dividends*	£14,025 12 0			Commission (ordinary branch)	£4,018 14 11
Rent account	4,071 11 2			Special new business charges on £233,345 0s. 4d. New Premium Income in the Industrial Branch only (in lieu of commission)	49,635 11 1
		18,097 3 2		Agents' Salaries and Expenses attendant upon the weekly collection of premiums upon 1,330,563 Policies (in lieu of commission)	74,133 17 0
					127,788 3 0
Fines for revival of Policies		52 18 6		Expenses of Management, inclusive of Extension expenses	86,196 2 10
Profit on Investment realised		7 11 5		Dividends to Shareholders	499 16 0
				Interest on Deposits, &c.	1,228 17 1
				Amount transferred to Guarantee Fund	10,000 0 0
				,, ,, Leasehold Redemption Fund	500 0 0
				Amount of Life Assurance Fund at the end of the year, as per Fourth Schedule	482,933 0 0
		£886,454 8 2			£886,454 8 2

* This item is exclusive of Interest on "International" balance. (See Balance-Sheet.)

(No. 2.) SICKNESS AND ASSURANCE ACCOUNT.

No new business transacted for many years.			Claims	£6 0 0
Amount of Sickness and Assurance Fund at the beginning of the year	£727 19 4		Surrenders	15 0 0
Premiums received (no re-assurance	42 6 11		Commission	1 14 3
			Sickness and Assurance Fund at the end of the year, as per Fourth Schedule	747 12 0
	£770 6 3			£770 6 3

LIFE ASSURANCE COMPANIES' ACT 1870—FOURTH SCHEDULE.

BALANCE-SHEET of the PRUDENTIAL ASSURANCE COMPANY on the 31st December 1873.

LIABILITIES.				ASSETS.			
Shareholders' Capital			£10,052 0 0	Mortgages on property within the United Kingdom			£40,614 6 5
Life Assurance Fund			482,933 0 0	Loans on the Company's Policies			13,517 3 0
Sickness and Assurance Fund			747 12 0	Investments:—			
Contingency Fund, created at Annual Meeting, April 1872			16,096 0 0	In British Government Securities			27,855 1 5
Guarantee Fund			15,000 0 0	Indian and Colonial ditto			48,373 19 7
Leasehold Redemption Fund			500 0 0	Foreign ditto			10,240 19 0
		£525,328 12 0		Railway and other Debenture Stock			33,342 15 0
Claims under Life Policies admitted, but not yet paid	£9,538 16 4			Ditto Shares (Preference and Ordinary)			6,195 15 3
Depositors	20,492 17 11			Trust Fund Certificates			23,591 0 0
		30,031 14 3		Freehold Ground Rents			1,000 0 0
				House Property			77,410 0 9
				Life and other Interests and Reversions			84,504 9 5
				Furniture and Fittings (Head and Branch Offices)			9,259 19 5
				Loans upon Personal Security			23,095 18 11
				Mortgage of Reversions			4,502 14 4
				Agents' Balances			25,961 0 8
				Outstanding Premiums			5,750 11 9
				Ditto Interest			3,365 6 6
				Amount due from Official Liquidator of International Society, and purchase of Securities in International*			49,993 10 5
				Deposits at three months' notice			27,000 0 0
				Cash:—			
				On Deposit	£26,000 0 0		
				In hand and on current account	13,856 14 5		
						39,856 14 5	
		£555,360 6 3				£555,360 6 3	

* The Interest of £3510 payable on this Account remains in abeyance, until the final adjustment of accounts with the Society.

JAMES GILLMAN, Chairman.
THOS. REID, } Directors.
RICHD. THOS. PUGH, }

HENRY HARBEN, Resident Director and Secretary.

We have examined the foregoing Accounts, find them to be correct, and hereby confirm the same. We have also seen and examined the various securities.

JAMES ALLANSON, } Auditors.
GEORGE CLARK, }

10th February, 1874.

Legal Notices.

LAW.—PUPILS.—A Solicitor (University Man), in good Practice, offers great facilities to Gentlemen (reading for the Bar or other Legal Examinations) wishing to combine practical with theoretical legal knowledge.—"D. C.," Messrs. Reynell and Son, 44, Chancery-lane.

PRELIMINARY EXAMINATION for SOLICITORS.—A Clergyman whose Pupils have never failed to pass at their first attempt PREPARES CANDIDATES for the above Examination very speedily.—For particulars address the Rev. A. P. READ, M.A., St. James's College, Downs-road, Clapton, E.

MR. E. H. BEDFORD, Author of the "Intermediate Examination Guide," "The Intermediate Examination Guide to Bookkeeping," and Editor of "The Preliminary," "Intermediate," and "Final," has CLASSES daily reading at his Chambers, 9, King's Bench-walk, Temple, for each of the Examinations.

INTERMEDIATE and FINAL EXAMINATIONS for SOLICITORS.—Mr. J. ERLE BENHAM, who has compiled Note-books on Common Law, Equity, Conveyancing, &c., especially for his own Pupils, has CLASSES Reading for Easter and Trinity Terms. Among his recent pupils were the articled clerk of an Intermediate and Final examiner, and the nephew of another.—3, Pump-court, Temple, or to the care of Messrs. BUTTERWORTH, 7, Fleet-street, Her Majesty's Law Publishers.

TO SOLICITORS.—Office for PATENTS, 5, SERLE STREET, LINCOLN'S-INN, W.C.
Messrs. DAVIES and HUNT, Patent Solicitors, continue to procure BRITISH and FOREIGN PATENTS, &c., at most moderate charges, and to SOLICITORS at *agency rates*.
Solicitors and intending Patentees should obtain their "HANDBOOK FOR INVENTORS" gratis on application or by letter.

LONDON GAZETTE (published by authority) and LONDON and COUNTRY ADVERTISEMENT OFFICE No. 117, CHANCERY-LANE, FLEET-STREET.
HENRY GREEN, Advertisement Agent, begs to direct the attention of the Legal Profession to the advantages of *his long experience of upwards of twenty-five years, in the special insertion of all pro formâ notices, &c.*, and hereby solicits their continued support.—N.B. One copy of advertisement only required, and the strictest care and promptitude assured. Officially stamped forms for advertisements and file of *London Gazette* kept. By appointment

JUSTICE ROOM, MANSION HOUSE.—Chief CLERK to the Lord Mayor.—The General Purposes Committee of Aldermen will meet at Guildhall, on FRIDAY, the 20th day of MARCH instant, at 12 o'clock, to receive APPLICATIONS for the above Office. The salary of the office (to be fixed by the court of Aldermen on the recommendation of the above Committee) will be a sum not exceeding £1000 per annum. Candidates must be duly qualified members of the legal profession, and all applications must be made in writing and sent to the Town Clerk's Office, not later than 11 o'clock a.m., on the above day, endorsed "Application for Chief Clerkship." Further particulars may be obtained at the Town Clerk's Office, Guildhall, E.C. MONCKTON.
Guildhall, 2nd March, 1874.

BOROUGH OF DOVOR, in the County of KENT.
PEIRCE, Mayor.—NOTICE IS HEREBY GIVEN, That the Court of Quarter Session of the Peace of and for the said Borough and the Liberties of the same, will be holden before HARRY BODKIN POLAND, Esquire, Recorder of the said Borough, at the Court Hall, of and in the said Borough, on MONDAY, the 30th day of March instant, at the hour of Ten o'clock in the forenoon, at which time and place all persons bound by recognizance or that have any other business to do at the said Session are hereby required to attend.
Appeals will be first heard, and Notice of every Appeal intended to be tried must be given to the Clerk of the Peace Two clear Days at least before the Session.
LEDGER, Clerk of the Peace.
Dovor, 7th March, 1874.
N.B.—Persons having Traverses to try at the said Session, are to give eight days' notice of trial, and the like notice is to be given in all cases of appeal not provided for by the 12th and 13th Victoria, chapter 45, or by any other Act of Parliament.

TO SOLICITORS, STATIONERS, BROKERS, &c.
Her Majesty's Commissioners of Inland Revenue now accept Cheques of the Cheque Bank (Limited) in payment for Stamps.
The attention of Solicitors, Brokers, Law Stationers, and others, is directed to the safety and convenience of this mode of payment, in lieu of cash.
For further information apply personally, or by letter, at the Offices of the Cheque Bank, at Pall Mall East, S.W., or 124, Cannon-street, E.C.
S. J. NICOLLE, Secretary.

Sales by Auction.

MR. MARSH'S REGISTER of LANDED ESTATES, Town and Country Residences, and property of every description, is published monthly, and may be obtained at the offices of Mr. A. M. YETTS (late Mr. Marsh), Auctioneer, Land, and Estate Agent, 54, Cannon-street, E.C., or will be forwarded by post on application.

Surrey.—A valuable Freehold Residential Property, eligibly situate in a favourite and select locality, possessing every facility for railway communication, being within half an hour's ride by rail, and a distance of twelve miles by road, from the metropolis. The situation of the property is extremely picturesque, and the neighbourhood in which it is placed is surrounded by the best society. It comprises a superior residence of handsome elevation, erected within the last ten years at considerable expense for the occupation of the owner, and contains eleven bed chambers, dressing rooms, three reception rooms, billiard room, conservatory, and well-arranged domestic offices. The grounds are laid out with great taste, and embrace an area of 18 acres. The property is adapted for the residence of a nobleman, banker, merchant, or private gentleman.
MR. MARSH is favoured with instructions to SELL by AUCTION, at the Guildhall Coffee-house, Gresham-street, at Twelve for One o'clock, on THURSDAY, MAY 21, the above desirable RESIDENTIAL PROPERTY, situate and known as River-hill, Worcester-park, near Ewell and Kingston, and within easy reach of Epsom.
Particulars and plans may shortly be obtained of Mr. A. M. YETTS (late Mr. Marsh), No. 54, Cannon-street, E.C.

New Bond-street.—Very valuable Business Premises, let at £1000 a year, and nearly equal to Freehold, held of the City of London, at a trifling ground-rent, on lease renewable for ever. Preliminary.
MESSRS. HARDS, VAUGHAN and JENKINSON are instructed to SELL by AUCTION, at the MART, on TUESDAY, the 31st MARCH, at Two o'clock, a very valuable PROPERTY, nearly equal to Freehold, occupying one of the finest positions at the West-end, and known as 97, New Bond-street. The premises are of modern erection, most substantially built of stone and brick, and finished throughout in a costly manner. The upper portion consists of four floors, comprising apartments and suites of chambers, elegantly decorated and fitted. The ground floor consists of shop, with handsome plate-glass front, three large and several smaller show rooms, the whole covering an area of about 5000 feet. There is extensive cellarage in the basement. Let to Messrs. B. Taylor and Sons, the well-known cabinet makers and upholsterers (who sublet the upper portion of the house to yearly tenants at high rentals), on lease for a term of 30 years from 1870, at the moderate rent of £1000 per annum. The lessees having paid a considerable premium, and since expended a large sum in extensive improvements and enlargement of the premises, the property may now be considered worth a much larger rental, and may confidently be recommended to trustees and capitalists as an investment of the first-class. May be viewed by cards only, to be obtained of the Auctioneers.
Particulars and conditions of sale of
CHARLES H. GATLIFF, Esq., Solicitor, 8, Finsbury-circus;
at the Mart; at the Auctioneers' Offices, 62, Moorgate-street, E.C., and Greenwich, S.E.

MESSRS. DEBENHAM, TEWSON, and FARMER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rentcharges, House Property, and Investments generally, is PUBLISHED on the first day of each month, and may be obtained, free of charge, at their Offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps. Particulars for insertion should be received not later than four days previous to the end of the preceding month.

Valuable Reversions upon the death of a lady now in the 73rd year of her age to £1750 and £2582 13s. 5d. 3 per Cent. Consols, standing in the names of two trustees of undoubted responsibility.
MESSRS. DEBENHAM, TEWSON, and FARMER will SELL, at the MART, on TUESDAY, MARCH 31, at Two, in two lots, the ABSOLUTE REVERSION to a SUM of £1750, part of £2582 13s. 5d., an undivided moiety of £5065 6s. 10d. £3 per Cent. Consolidated Bank Annuities, expectant on the death of a lady born in 1802, subject to succession duty at 1 per cent.; also an undivided moiety of the sum of £5065 6s. 10d. £3 per Cent. Consolidated Bank Annuities, expectant on the death of the same lady, and subject also to succession duty at 1 per cent.
Particulars of
Messrs. PATTISON, WIGG, and Co., solicitors, 50, Lombard-street; of
Messrs. THOMPSON and DEBENHAM, solicitors, Salters' Hall, Cannon-street;
and of the AUCTIONEERS, 80, Cheapside, London.

Printed and published by HORACE COX, at 10, Wellington-street, Strand, London, W.C., in the County of Middlesex.—Saturday, March 14, 1874.

THE LAW TIMES,

THE JOURNAL OF THE LAW AND THE LAWYERS

[REGISTERED AS A NEWSPAPER.]

VOL. LVI.—No. 1616. SATURDAY, MARCH 21, 1874. Price (with Reports), 1s. Without Reports, 9d.

Money, Wanted and to Lend.

THE IMPROVEMENT of LANDED ESTATES.—The LAND, LOAN, and ENFRANCHISEMENT COMPANY (incorporated by special Act of Parliament) ADVANCES MONEY—

1st.—To the Owners of Settled and other Estates, for the Erection of FARM BUILDINGS and COTTAGES, and for the DRAINAGE, IRRIGATION, ENCLOSING, CLEARING, and general Improvement of LANDED Property in any part of the United Kingdom:

2nd.—To the Owners of Settled Estates in England, for the ERECTION or COMPLETION of MANSIONS, STABLES, and OUTBUILDINGS:

3rd.—To Landowners generally, to enable them to subscribe for Shares in Companies for the CONSTRUCTION of RAILWAYS and NAVIGABLE CANALS, which will beneficially affect their Estates:

4th.—To INCUMBENTS, for the Improvement of their GLEBE LANDS, by Drainage, and the Erection of FARM BUILDINGS and COTTAGES:

5th.—To COPYHOLDERS for the ENFRANCHISEMENT of COPYHOLD LANDS.

The amount borrowed with the expenses would be charged on the estate benefited, and repaid by a rentcharge, terminating in twenty-five years.

NO INVESTIGATION OF THE LANDOWNER'S TITLE IS NECESSARY.

Forms of application, and all further particulars, may be obtained of Messrs. Rawlence and Squarey, 22, Great George-street, Westminster, S.W., and Salisbury; of Messrs. Ashurst, Morris, and Co., Solicitors, 6, Old Jewry, London, E.C.; of Messrs. Gillespie and Paterson, W.S., 81A, George-street, Edinburgh, agents for the Company in Scotland; and at the Offices of the Company as below.

T. PAIN, Managing Director.
EDWIN GARROD, Secretary.

Land, Loan, and Enfranchisement Company,
No. 22, Great George-street, Westminster, S.W.

MONEY.—£5000, and several lesser SUMS, are ready to be ADVANCED on real securities.—Apply Mr. THORNEY, Solicitor, Hull.

MONEY.—£8000 TRUST MONEY ready to be ADVANCED on MORTGAGE of LAND or HOUSES.—ROBINSON and SON, Solicitors, Beverley.

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MONEY.—TO SOLICITORS.—WANTED, by a Country Solicitor, to BORROW £500, to be used as Capital in his Business. In consideration of the Loan the Advertiser would appoint the Lender his London Agent and also on terms to be agreed on, give him a Share of the Profits of the Business.—Apply by letter to "P. Q." (No. 1616), 10, Wellington-street, Strand, W.C.

MONEY.—TO CAPITALISTS, SOLICITORS, and OTHERS.—Mr. THOMAS CLARKE, Architect and Surveyor, 44, Ludgate-hill, has clients owners of properties, and who are desirous of BORROWING upon same by way of MORTGAGE, at varied interest, and will be glad to hear from Capitalists, Solicitors, and others having trust or other moneys to lend.

MONEY.—To SOLICITORS and Others.—MONEY WANTED, on MORTGAGE on ordinary long Leasehold Property, in good repair, in SUMS of £500 to £2000, for terms of three to five years, at 5 per Cent.—Address "M. R.," care of Steel and Jones, Advertising Agents, Spring-gardens, S.W.

MUTUAL LOAN FUND ASSOCIATION (Incorporated by Act of Parliament 1850), 14, Russell-street, Covent-garden, London, and 38, Ship-street, Brighton, ADVANCES MONEY upon Personal Security, Bills of Sale, Deeds, &c., repayable by instalments. Bills promptly discounted. Forms free on receipt of stamped envelope. C. B. WRIGHT, Secretary.

MONEY ADVANCED at a Day's Notice (from £40 upwards) to respectable householders in the London District upon MORTGAGE of their FURNITURE without removal, repayable by easy instalments. No charge of any kind unless money advanced. As this does not emanate from an agent, applicants must apply personally to Mr. BAUGHAN, 34, Southampton-buildings, Chancery-lane. The public are cautioned against paying preliminary fees to pretenders.

LEGAL and GENERAL ACCOUNTANCY. Mr. C. E. MASON, AUDITOR, LIQUIDATOR, and ACCOUNTANT, 30, Essex-street, Strand, London.

LAW.—PROCESS SERVED and INQUIRIES MADE for the Legal Profession, by a Young Man of experience. Reference to solicitors.—Address "B. N.," 70, Bartholomew-road, N.W.

LAW COSTS AND ACCOUNTS.—EDWARD J. FARRIES, Costs Draftsman, 4, College Hill, City, late Gresham House, Estimates for Drawing Costs Town or Country. References to firms of highest standing.

LAW COSTS.—J. HARCOURT SMITH, Costs Draftsman and Accountant, having had twenty years' varied experience, DRAFTS and SETTLES COSTS in all Courts, and matters in Town and Country. References to eminent London and provincial firms.—Offices: 5, King-street, Cheapside, E.C.

LAW COSTS AND ACCOUNTS.—J. SIMMONS and CO., Costs Draftsmen and Accountants (established 1845), particularly invite attention to their arrangements for the preparation of costs of every description, requiring no supervision; also to the importance of having them perfectly prepared, to avoid losses which in a business of moderate extent only may be found great, but in one of extensive practice excessive. A very moderate commission charged, which would be found to be considerably more than covered by a careful settlement of such bills.—48, Watling-street, E.C.

Partnerships, Wanted and Vacant.

LAW.—WANTED, by a Solicitor especially experienced in Conveyancing, a Junior PARTNERSHIP. One where sole management is required preferred.—Address "Lex," Post-office, Chapelallerton, near Leeds.

LAW PARTNERSHIP.—A Gentleman (aged 23) desires to ENTER into PARTNERSHIP with a London Solicitor advancing in years and of large practice. State terms, and address "G. W.," 6, Belvedere-villas, Belvedere-road, Upper Norwood.

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LAW.—WORKING PARTNERSHIP in Town or Country. WANTED by a Solicitor, of eight years' standing. Advertiser would take the entire management of Chancery, Common Law, and Bankruptcy. A six months' preliminary Managing Clerkship not objected to.—Address "K. E.," Messrs. Evison and Bridge, Law Stationers, Chancery-lane.

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THE LAW TIMES,

THE JOURNAL OF THE LAW AND THE LAWYERS.

[REGISTERED AS A NEWSPAPER.]

VOL. LVI.—No. 1618. SATURDAY, APRIL 4, 1874. Price (with Reports), 1s. 6d. Without Reports, 9d.

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AND THE

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AND ALL THE CASES AND DECISIONS OF ALL THE COURTS DOWN TO THE PRESENT TIME.

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THE JOURNAL OF THE LAW AND THE LAWYERS.

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The plan of the work places before the reader the whole of the law upon each particular subject embraced in it, and it is practically a consolidation of the Statute Law as expounded by the courts.
Not only during the interval of each edition of this work have additions been made by the Legislature to the Sanitary Laws, but very numerous decisions have been pronounced by the courts of law. The whole of the decisions will be found incorporated with the text. Those which bear upon the pollution of rivers by sewage are of peculiar importance, as the subject demands the serious attention of all sanitary authorities.
A distinguishing feature of the present edition is that it contains a series of model bye-laws, framed upon bye-laws which have received the sanction of the Local Government Board. The orders of the Board have been included in the appendix.
LONDON: KNIGHT and CO., 90, FLEET-STREET.

THE LAND TRANSFER BILL.—The SOLICITORS' JOURNAL of April 11, contained a full analysis and summary of this measure. Single number, 6d.; annual subscription, 26s.; by post, 28s.; with the *Weekly Reporter*, 52s.—Office, 12, Cook's-court, Lincoln's-inn.

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A PAMPHLET, by CHARLES FORD, Solicitor, Hon. Sec. Legal Practitioners' Society, &c., will be ready next Month, entitled SOLICITORS, AND WHAT CONCERNS THEM AS SUCH.
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THE THIRTY-SECOND HALF-YEARLY GENERAL MEETING of the Members of this Association will be held in the HALL of the INCORPORATED LAW SOCIETY, CHANCERY LANE, LONDON, on WEDNESDAY next, the 22nd inst., at ONE o'clock, p.m.: To receive from the Board of Directors their Half-yearly Report and Statement of Accounts, and to transact other General Business.

The Meeting will be open to the Profession generally.

(By Order of the Board.)

Offices of the Association, 9, Clifford's-inn, London, April 18, 1874.

THOMAS EIFFE, Secretary.

Sales by Auction.

MR. MARSH'S REGISTER of LANDED ESTATES, Town and Country Residences, and property of every description, is published monthly, and may be obtained at the offices of Mr. A. M. YETTS (late Mr. Marsh), Auctioneer, Land, and Estate Agent, 54, Cannon-street, E.C., or will be forwarded by post on application.

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J. M. POLLARD, Esq., Ipswich;

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MESSRS. DEBENHAM, TEWSON, and FARMER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rentcharges, House Property, and Investments generally, is PUBLISHED on the first day of each month, and may be obtained, free of charge, at their Offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps. Particulars for insertion should be received not later than four days previous to the end of the preceding month.

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JUSTICES CLERKS' SOCIETY.—The next GENERAL ANNUAL MEETING of the above Society is appointed to be held at the LAW INSTITUTION, Chancery-lane, London, on FRIDAY, the 24th of APRIL inst., at Two o'clock in the afternoon precisely, to choose the Committee and Officers for the current year, and transaction of general business. By Order,

Barnet, Herts, STANLEY HARRIS,
April 1874. Secretary.

TO SOLICITORS.—Office for PATENTS, 5, SERLE-STREET, LINCOLN'S-INN, W.C.

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Clerk of the Peace for the said Borough.

Dated the 18th day of April 1874.

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[REGISTERED AS A NEWSPAPER.]

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Third Sheet.

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VICE-CHANCELLOR BACON'S COURT, by the Hon. R. BUTLER and F. GOULD, Esq., Barristers-at-Law.

VICE-CHANCELLOR HALL'S COURT, by RICHARD MARRACK, M.A., and S. H. S. LOFTHOUSE, Esqrs., Barristers-at-Law.

The QUEEN'S BENCH, by J. SHORTT and M. W. MCKELLAR, Esqrs., Barristers-at-Law.

The COURT OF COMMON PLEAS, by J. M. LELY and ETHERINGTON SMITH, Esqrs., Barristers-at-Law.

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THE LEGAL PRACTITIONERS' SOCIETY

THIS SOCIETY has for its object *the reform of the unsatisfactory state of the Legal Profession.* The want of such a Society has long been felt, and the demand for it has been rendered all the more imperative by the recent and the impending legislative changes in our judicial system.

Societies for promoting these changes, as well as Societies for the amendment of the law itself, already exist. This Society, of a less ambitious character, does not seek to supersede any of the existing organisations, confining its operations to the reform of proved abuses in connection with the Profession only.

Although its basis is thus restricted, it will have no lack of work to perform. Among the many subjects which engage its attention may be mentioned the following:—

1. To adjust the relations of the two branches of the Legal Profession, as well *inter se* as in reference to th Public.

2. To protect the Legal Profession against the encroachments of unqualified persons.

3. To exercise a vigilant supervision over all proposed legislation affecting the Profession, and to initiate the same when found to be necessary or advantageous.

Members of the Legal Profession of every degree, whether Barristers-at-Law, Attorneys-at-Law, Solicitors, Special Pleaders, Conveyancers, or Proctors, and Articled Clerks, or Students of the Inns of Court, are eligible for Membership. The Annual Subscription of Ordinary Members is fixed at the almost nominal amount of FIVE SHILLINGS, to secure the adhesion of as many Members of the Legal Profession as possible. Any movement for the reform of the existing state of the Profession, to be permanently successful, must necessarily proceed from within and secure the hearty co-operation and support of both its branches.

The Annual Subscription of Vice-Presidents and Law Societies is ONE GUINEA. Donors of FIVE GUINEA are eligible as Life Vice-Presidents.

Any further information may be obtained from the Honorary Secretary, CHARLES FORD, Esq., at the Office of the *Law Times*, 10, Wellington-street, Strand, London, W.C., to whom all Communications should be addressed by Members of the Legal Profession desirous of joining the Society. Subscriptions for the current year are now payable to and donations will be received by the Honorary Treasurer, W. T. CHARLEY, Esq., D.C.L., M.P., 5, Crown Office-row, Temple, London, E.C.; or at the Society's Bankers, Union Bank (Chancery-lane Branch).

Donations towards the Expenses of Establishing the Society.

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The *Law Times* (first donation) - -	21	0	0	Charles Ford, Esq. (Life Vice-President)	5	5	0

Two Country Law Societies have already joined the Society and thirteen members of the Profession have become Vice-Presidents of it, while the number of its ordinary members is steadily increasing.

Sales by Auction.

Long Ditton, Surrey.—A Freehold Residence, with gardens and orchard, occupying more than an acre, with possession immediately.

MESSRS ELLIS and SON are directed to SELL by AUCTION, at the Mart, on Thursday next, April 30, at Two precisely, a detached FREEHOLD RESIDENCE, pleasantly situate in Russett, Long Ditton, close to the river, and about one mile from the Surbiton Station, with stabling, pretty garden, greenhouse, orchard, and piece of ground adjoining. It has a frontage of 90ft. by a depth of 582ft. A moderate outlay would make it a very attractive property for occupation, or the land may be advantageously used for building purposes. May be viewed,

Printed particulars may be had of Messrs HEPBURN and SON, Solicitors, Bird-in-Hand-court, Cheapside; at the Mart; and of Messrs ELLIS and SON, Auctioneers and Estate Agents, 49, Fenchurch-street.

Burr-street, Lower East Smithfield.—A Freehold House.

MESSRS ELLIS and SON are directed by the trustees of the late J Clarkson, Esq., to SELL by AUCTION, at the Mart, on Thursday next, April 30, at Two precisely, a substantial and commodious FREEHOLD DWELLING HOUSE, situate No. 18, Burr-street, between the London and St. Katherine Docks, and adjoining Messrs Hoare's Brewery. It has a frontage of 20ft. by a depth of 48ft., and contains three floors of three rooms each, good hall and staircase, basement, and large yard or garden behind. Immediate possession may be had.

Printed particulars may be had of Messrs MURRAY and HUTCHINS, Solicitors, 11, Birchin-lane; at the Mart; and of Messrs ELLIS and SON, Auctioneers and Estate Agents, 49, Fenchurch-street.

City.—Capital Freehold Premises, occupying a large area, with possession.

MESSRS ELLIS and SON are directed to SELL by AUCTION, at the Mart, on Thursday next, April 30, at Two o'clock precisely, a fine old FREEHOLD MANSION, situate No. 25, Crutched Friars, Mark-lane, near the Corn Exchange, and in the midst of the corn and wine markets, being one of the few remaining dwellings of the wealthy merchants of the olden time. It is approached by a carved doorway, with spacious hall paved with stone, and wide staircase, and contains numerous suites of lofty apartments, and capital arched vaults; it is in substantial repair, and is adapted as a whole for one large mercantile establishment, for letting in portions, or it may be advantageously rebuilt as offices or warehouses.

Printed particulars may be had of Messrs BENNETT, DAWSON, and BENNETT, Solicitors, 2, New-square, Lincoln's-inn; at the Mart; and of Messrs ELLIS and SON, Auctioneers and Estate Agents, 49, Fenchurch-street.

MR. A. M. YETTS, Auctioneer, Surveyor, and Land Agent (successor to and formerly pupil of the late Mr. Marsh), is desirous of informing his friends and esteemed connection that he has taken into PARTNERSHIP Mr. JOHN MEEK MILNER, who for fifteen years successfully carried on the business of an auctioneer as a principal in Herefordshire, and latterly, for seven years, has been actively engaged as a valuer and auctioneer in a leading City office. The style and address of the firm will now be MARSH, YETTS, and MILNER, 54, Cannon-street, E.C.

Periodical Sales (established in 1843), appointed to take place the first Thursday in every month, of Absolute and Contingent Reversions to Funded and other Property, Life Interests, Annuities, Policies of Assurance, Advowsons, Next Presentations, Manorial Rights, Rent-charges, Post Obit Bonds, Debentures, Shares in Docks, Canals, Mines, Railways, Insurance Companies, and other public undertakings for the present year.

MARSH, YETTS, and MILNER, beg to announce that their Periodical SALES of the above class of PROPERTIES will take place at the Guildhall Coffee-house, Gresham-street on the following dates:—

Thursday, May 7	Thursday, September 3
Thursday, June 4	Thursday, October 1
Thursday, July 2	Thursday, November 5
Thursday, August 6	Thursday, December 3.

MARSH, YETTS, and MILNER, 54, Cannon-street.

Sales for the Year 1874.

MESSRS DEBENHAM, TEWSON, and FARMER beg to announce that their SALES of LANDED ESTATES, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground Rents, Reversions, and other Properties, for the Year 1874, will be held at the Auction Mart, Tokenhouse-yard, in the City of London, as follows:

Tuesday, April 28	Tuesday, June 23	Tuesday, Aug. 18
Tuesday, May 5	Tuesday, June 30	Tuesday, Aug. 25
Tuesday, May 12	Tuesday, July 7	Tuesday, Oct. 6
Tuesday, May 19	Tuesday, July 14	Tuesday, Oct. 20
Tuesday, May 26	Tuesday, July 21	Tuesday, Oct. 27
Tuesday, June 2	Tuesday, July 28	Tuesday, Nov. 1
Tuesday, June 9	Tuesday, Aug. 4	Tuesday, Nov. 24
Tuesday, June 16	Tuesday, Aug. 11	Tuesday, Dec. 8

Auctions can be held on other days besides those above specified. Due notice should in any case be given in order to ensure proper publicity; the period between such notice and the auction must of course considerably depend upon the nature of the property intended to be sold.—80, Cheapside, London, E.C.

West Brompton.—To Builders and others.

MESSRS DEBENHAM, TEWSON, and FARMER beg to announce that several lots of the FREEHOLD LAND were NOT SOLD at the Auction on 10th inst., and can now be treated for. The land has good frontages to the main road leading from South Kensington Museum and West Brompton Station to Hammersmith and to other parish thoroughfares, and is at once available for the erection of shops or private dwellings. Most of the adjacent lands are already covered, and doubtless any property erected on this estate would command a ready sale. Purchasers intending to build can have possession by paying down only a portion of the purchase money. Building operations are about to be commenced on the property on some of the lots sold.—Estate offices, 80, Cheapside

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City Freeholds.—Mincing-lane and Great Tower-street.—Highly important Properties, occupying large areas and well-known sites within the circle of the Colonial and other Markets, part let for 47 years unexpired at ground-rents of £520 per annum, and the remainder for eight years unexpired, at rentals of £350 per annum, which are considerably inadequate to the present actual value of the premises.—By order of the Trustees under the Will of the late Major Vincent Joseph Biscoe.

MESSRS DEBENHAM, TEWSON, and FARMER will SELL, at the MART, on TUESDAY, APRIL 28, at Two, in Three Lots, the following very valuable FREEHOLD PROPERTIES, viz.:—

Lot 1.—The portion of the extensive Building, No. 21, Mincing-lane, formerly known as Nos. 1 and 2, Hammond's-court, comprising numerous suites of first-class offices arranged on five floors (including basement), with rooms for housekeeper above; also the substantial modern premises, 20, Mincing-lane, comprising five floors (including basement) let by two leases for sixty years from Lady-day, 1861, at ground rents amounting to £520 per annum.

Lot 2.—The prominent corner premises, known as 19, Mincing-lane, and 82, Great Tower-street, comprising four capitally lighted floors, with cellar under part; let on lease for twenty-one years, from Lady-day 1861, at the very low rent of £200 per annum.

Lot 3.—The spacious premises adjoining, known as 80 and 81, Great Tower-street, comprising five floors, with cellar under part; let on lease for twenty-one years, from Lady-day 1861, at the moderate rent of £350 per annum.

Upon the expiration of the leases affecting lot 1, the purchaser will be entitled to the full rack rentals, and as to lots 2 and 3, at the end of the terms, largely increased rents will readily be obtained for the existing premises, but this part of the property would probably be still more valuable as a vacant site for the erection of one handsome block of modern offices.

Particulars, with plans, may be had in due course of T. W. DENBY, Esq., Solicitor, 8, Frederick's-place, Old Jewry; and of the AUCTIONEERS, 80, Cheapside.

Beech-hill-park, Hadley, Middlesex, about two miles from Barnet Station. About 500 Loads of first-class Upland Meadow Hay, and 26 prime fat Shorthorn Bullocks and Heifers.

MESSRS DEBENHAM, TEWSON, and FARMER are instructed by the Proprietor to SELL, on the Premises, on Thursday, April 30, SIX large RICKS of superior well-made UPLAND MEADOW HAY, containing upwards of 500 loads, and 26 very prime, well-bred, fat Shorthorn Bullocks and Heifers.

May be viewed at any time previous to the sale, by applying to Benjamin Marshall, the bailiff, and catalogues had of the AUCTIONEERS, 80, Cheapside. N.B. Luncheon at One o'clock; the sale to commence at Two.

Forty-hill, Enfield.—By order of the executors of the late J. B. Howat, Esq.—An exceedingly comfortable Freehold Family Residence, with unusually attractive pleasure grounds, walled kitchen gardens, stabling, outbuildings, and two good grass paddocks, in all about 6½ acres, occupying an extremely open, healthy, and rural situation, little more than a mile from the two Enfield Stations on the Great Northern and Great Eastern Railways, the latter of which has now its City Terminus in Liverpool-street. With possession.

MESSRS DEBENHAM, TEWSON, and FARMER will SELL at the Mart, on Tuesday, May 5, at Two, the desirable FREEHOLD PROPERTY, known as Bridgen Hall, in the parish of Enfield, Middlesex. The residence comprises eight bed chambers, two dressing rooms, a bath room, large square entrance hall, noble drawing room, 24ft. 6in. by 24ft. 6in., having a bay with French casements, opening to the ground, morning room, dining room 21ft. 6in. by 18ft. 6in., also with bay and French casements, butler's pantry, kitchen, scullery, dairy, the usual offices, and capital cellarage for wine, beer, and coals; stabling for four horses, coach house for three or four carriages, harness room, and two rooms for coachman. The grounds are charmingly disposed in lawns and flower beds, adorned with choice shrubs and specimen trees, among which may be mentioned the deodora Wellingtonia, araucaria, catalpa, magnolia, tulip tree, and cedar of Lebanon. There is a level croquet lawn, two brick-built summer-houses, &c. The kitchen gardens are surrounded by lofty walls, and are profusely stocked with espalier, wall, and standard fruit trees of the best kinds and in full bearing. They also contain a range of vineries nearly 150 feet long, a peach house, melon pits, and cucumber frames. There are two good grass paddocks, in one of which are cow and poultry houses and piggeries. The whole comprises about 6½ acres.

Particulars of Messrs WALTERS and GUSH, Solicitors, 3, Finsbury-circus; and of the AUCTIONEERS, 80, Cheapside.

Epsom, Surrey, about twenty minutes' walk from the South-Western railway Station.—A detached Freehold Residence, known as Newton-villa, Mill-road, occupying a pleasant situation on the common, and commanding extensive views. The house contains four bed rooms, drawing and dining rooms, kitchen and offices; with large garden, in which is a timber building used as stabling. With possession.

MESSRS DEBENHAM, TEWSON, and FARMER will SELL the above at the Mart, on Tuesday, May 5, at 2.

Particulars of T. G. BULLEN, Esq., Solicitor, 69, Cheapside; and of the AUCTIONEERS, 80, Cheapside.

Epsom, Surrey.—In one Lot, without Reserve.—An important Freehold Building Estate, comprising 45¼ acres of valuable land, situate on the most attractive side of this remarkably healthy and favourite town, where there is a constantly increasing demand for first-class houses; within three minutes' walk of the South-Western Station, a short mile from that on the London and Brighton Railway, and sixteen miles by road from London. With immediate possession.

MESSRS DEBENHAM, TEWSON, and FARMER will SELL, at the Mart, on Tuesday, May 5, at Two, in one lot, without the slightest reserve (unless an acceptable offer be previously made), the remaining portion of the HOOKFIELD GROVE ESTATE, in the parish of Epsom, comprising about 45¼ acres, the whole has been developed, and rendered available for the erection of first-class residences by the formation of a noble new road, communicating with the main Dorking-road, to which the land has also an extensive frontage, and terminating nearly opposite to the Epsom Railway Station on the South-Western Railway. The land has a beautiful undulating surface, studded with timber of ancient growth; it is all old pasture of prime quality, very park-like, almost surrounded by the ornamental grounds and pleasure grounds attached to gentlemen's seats, and possesses attractions of no ordinary character to builders or private gentlemen who may be desirous of erecting houses in this aristocratic, healthy, and favourite neighbourhood. There is a neat farm cottage, homestead, and capital walled kitchen garden on the estate. The land tax is £1 4s. 1d. per annum.

Particulars of Messrs FRESHFIELD and WILLIAMS, Solicitors, 5, Bank-buildings; and of the AUCTIONEERS, No. 80, Cheapside.

By order of Trustees.—Edmonton, Middlesex.—A desirable Freehold Residence, with good gardens, about five minutes' walk from the two stations on the Great Eastern Railway. With possession.

MESSRS DEBENHAM, TEWSON, and FARMER will SELL, at the Mart, on Tuesday, May 5, at 2, the FREEHOLD semi-detached RESIDENCE, No. 12, Hyde-end-villas, Edmonton, containing six bed rooms, drawing, dining, and breakfast rooms, kitchen, and offices, with large gardens front and rear. Gas is laid on. The house was recently let at £50 per annum, is now in good order, and will be sold with possession.

Particulars of Messrs STONEHAM and LEGGE, Solicitors, 5, Philpot-lane; and of the AUCTIONEERS, 80, Cheapside, E.C.

Lewisham Park, Ladywell, Kent.—An extremely well-built and compact detached Residence, standing in its own grounds, within five minutes' walk of Ladywell Station. For sale with possession.

MESSRS DEBENHAM, TEWSON, and FARMER will SELL, at the Mart, on Tuesday, May 5, at Two, the excellent detached residence, known as LINDEN VILLA, Lewisham Park, constructed on two floors only, and comprising five excellent bed chambers, bath room, dining room, about 15ft. 6in. by 15ft. 10in., exclusive of bay, drawing room, 19ft. 9in. by 18ft. 6in., library, excellent billiard room for a full-sized table, and suitable domestic offices. The house is surrounded by grounds of an ornamental and attractive character, with croquet lawn, walled kitchen garden, planted with fruit trees, and containing greenhouse, hothouse, fowlhouse, &c. The whole is in good order, and will be sold with immediate possession. It is held from the Earl of Dartmouth for about eighty-six years unexpired.

Particulars of T. G. BULLEN, Esq., Solicitor, 69, Cheapside; and of the AUCTIONEERS, 80, Cheapside.

Blackheath, Kent, on the Dartmouth Estate, about four minutes' walk from the railway station.—Four superior long Leasehold Residences, with gardens, occupying a choice position on the heath, three let at £110 per annum each, and one with possession.

MESSRS DEBENHAM, TEWSON, and FARMER will SELL, at the Mart, on Tuesday, May 5, at Two, in four lots, Four substantially built, semi-detached RESIDENCES, known as Nos. 1 to 4, Talbot-place, Blackheath, each fronted by a neat fore-court, and containing seven bed rooms, a dressing room, bath or box room, entrance-hall, a very pleasant drawing room about 23ft. 6in. by 15ft., a dining room 20ft. 6in. by 15ft. 3in., small study, housekeeper's room, well-fitted kitchen, and other offices, ample cellarage, and garden in the rear. Nos. 1, 3, and 4 are let at net rentals of £110 per annum each; No. 2 is in excellent order, and will be sold with possession. The houses are held direct from the freeholder, the Earl of Dartmouth, for about seventy-six and a half years, at a ground rent of £25 per annum for the whole, which will be apportioned.

Particulars of Messrs EVANS and Co., Solicitors, 28, Nicholas-lane, Lombard-street; of Messrs. PARKER and SON, Solicitors, Lewisham; and of the AUCTIONEERS, 80, Cheapside.

Clapham-common, near the Parish Church and tramway and omnibus routes.—A spacious old-fashioned Residence, with large garden and out-buildings, adapted for a school, an institution, or for private occupation. Held for 39 years at a ground-rent of 10s. per annum, and for sale with possession, by order of Executors.

MESSRS DEBENHAM, TEWSON, and FARMER will SELL, at the Mart, on Tuesday, May 5, at Two, in One Lot, the substantial LEASEHOLD RESIDENCE, known as Clarence House, or No. 11, Church-buildings, on the north side of Clapham-common, containing 18 rooms, kitchen, scullery, and other offices, with a lead flat on the roof (from which extensive views in all directions can be obtained), forecourt, long garden, and a two-story building formerly used as stabling. With possession. Also a large cow-house with loft over, let to a yearly tenant at £15 per annum.

Particulars of T. W. DENBY, Esq., Solicitor, 8, Frederick's-place, Old Jewry; and of the AUCTIONEERS, 80, Cheapside.

Bickley, Kent, close to the railway station, affording quick and frequent communication with the City and West-end.—A substantial and very commodious Freehold Family Residence, on high ground and gravel soil, with superior stabling and attractive grounds of about an acre. With possession.

MESSRS DEBENHAM, TEWSON, and FARMER will SELL, at the Mart, on Tuesday, May 12, at two (unless previously disposed of), the excellent FREEHOLD detached RESIDENCE, known as Gordon Lodge, Bickley, approached by a carriage drive, and commanding extensive and pleasing views. The house is well-fitted and decorated, and contains eight spacious bed chambers and two smaller rooms (one fitted with bath), a handsome suit of reception rooms, comprising drawing room about 24ft., dining room 23ft., and library 15ft. long, two large kitchens, other domestic offices, and good cellarage; three-stall stable, double carriage-house, and harness room, with loft and two living rooms over; also a tool-house. The grounds are prettily displayed, and include a capital large croquet lawn, likewise a good kitchen garden. Gas throughout, and a plentiful supply of water laid on.

Particulars of WILLIAM SILLS, Esq., Solicitor, 26, Old Broad-street; and of the AUCTIONEERS, 80, Cheapside.

Kent.—Valuable Freehold Grazing Land, adapted for the erection of manufactories, for market gardens, or accommodation purposes, being situate within two or three minutes' walk of Plumstead Station on the North Kent Railway, and near to Woolwich Arsenal.

MESSRS DEBENHAM, TEWSON, and FARMER will SELL, at the Mart, on Tuesday, May 12, at Two o'clock, in Two Lots, about 15¼ acres of valuable FREEHOLD GRAZING LAND, a portion abutting on Griffin Manor Way, within about 100 yards of Plumstead Station, another portion being on the opposite side of the railway, and having an approach from the main London road. Lot 1 will comprise nearly 13 acres, and Lot 2 about 2¼ acres.

Particulars of J. R. ADAMS, Esq., Solicitor, 15, Old Jewry-chambers; of GEORGE WARE, Esq., Solicitor, 33, Blackman-street, Borough; and of the AUCTIONEERS, 80, Cheapside.

Kent.—In a delightfully open and healthy situation, commanding a charming and picturesque view, extending to the sea, the compact Freehold Property, known as Mount Pleasant, in the parish of Aldington, a mile from Smeeth Station, and six from Ashford, comprising a moderate-sized house, with garden, outbuildings, capital cottage adjacent, stable, cart shed, piggeries, farmyard, cottage for gardener, and an enclosure of fertile land, the whole lying together in a ring fence, and containing 2a. 1r.

MESSRS DEBENHAM, TEWSON, and FARMER will SELL the above-described FREEHOLD PROPERTY, at the Mart, on Tuesday, May 12, at Two, in One Lot.

Particulars of Messrs. W. W. and R. WREN, Solicitors, 32, Fenchurch-street, and of the AUCTIONEERS, 80, Cheapside, E.C.

Reigate.—An attractive detached Freehold Cottage Residence, with charming gardens, in a delightful situation in this notedly healthy district, about a mile from the station. With possession.

MESSRS DEBENHAM, TEWSON, and FARMER will SELL at the Mart, on Tuesday, May 12, at Two (unless previously disposed of by private contract), the desirable FREEHOLD VILLA RESIDENCE known as Fern-cottage, South-park, comprising four bed rooms, a dressing room, fitted bath room, capital dining and drawing rooms, each with a bay window, conservatory with vines, also good offices. The gardens are well maintained, and include croquet lawn and excellent kitchen garden. The house has been occupied for some years by the owner, is thoroughly well built, and very comfortable. The kitchen garden has a frontage in the rear to a good road, and affords a suitable site for stabling or another house.

Particulars of Messrs MORRISONS, Solicitors, Reigate; and of the AUCTIONEERS, 80, Cheapside.

Dorking, Surrey.—A capital detached Freehold Residence, with good gardens, pleasantly situate on the brow of a hill, fifteen minutes' walk from the station, and commanding a beautiful prospect extending over Box-hill.—With possession.

MESSRS DEBENHAM, TEWSON, and FARMER will SELL, at the Mart, on Tuesday, May 12, at Two, the convenient Freehold Residence, known as MOUNT OLIVER, Harrow-road, Dorking, containing five capital bed rooms, dressing room, bath room, hall, drawing room, with conservatory attached, dining room, breakfast room, opening to conservatory, kitchen, offices, and cellarage. At the rear is a pleasant garden, including a level croquet lawn, flower beds, and borders. The kitchen garden is well stocked with wall, espalier, and standard fruit trees.

Particulars of JAS. LILLEY, Esq., Solicitor, 23, Trinity-street, Borough; and of the AUCTIONEERS, No. 80, Cheapside.

South Devon.—An important Freehold Property, in the picturesque parish of Bishop's Teignton, two and a half miles from the fashionable watering place, East Teignmouth, comprising a first-class family house, known as Huntley, standing on high ground, in a charming position, well sheltered from cold winds, and commanding views of the Teign-valley and the picturesque hill and coast scenery towards Torquay. Ten good bed chambers, three attics, bath room, day and night nurseries, three dressing rooms, two drawing rooms of large dimensions, dining room, library, school room, servants' hall and offices; stabling for four horses, coach-house, dwelling rooms, and laundry, conservatory, grapery 87ft. long, melon pits, &c.; lawns and flower gardens, with fine old elm and oak timber, and various kinds of shrubs and evergreens, fernery, summer house, walled kitchen garden, vegetable ground, and paddock, in all six acres. With possession.

MESSRS DEBENHAM, TEWSON, and FARMER are instructed to SELL the before-mentioned at Collins' Royal Hotel, Teignmouth, on Thursday, May 14, at 3 for 4 o'clock punctually, by order of Captain West, R.N., the late resident proprietor, who has now left England.

Further particulars of REGINALD W. TEMPLER, Esq., Solicitor, Teignmouth; and of the Auctioneers, 80, Cheapside.

By order of the trustees.—Sussex, about ten miles from Brighton, a mile and a half from Burgess-hill Station, and four miles from Hayward's-heath.—The exceedingly compact and attractive freehold property known as Abbotsford, comprising a moderate-sized family residence, with excellent stabling, pleasure grounds, kitchen garden, vinery, conservatory, ornamental cottage, and park-like meadow land, in all nearly twenty-one acres. For sale, with possession, and offering a desirable purchase to any gentleman requiring a cheerful country home, having the advantages of a picturesque neighbourhood, accessibility from London, and being well within the limit of the excellent society afforded by proximity to Brighton.

MESSRS DEBENHAM, TEWSON, and FARMER will SELL, at the Mart, on Tuesday, May 19, at Two (unless an acceptable offer be previously made), the modern Freehold Residence known as ABBOTSFORD, approached by a carriage drive, having a portico entrance, and constructed on two floors only. The accommodation comprises six well-proportioned bed rooms and a dressing room, approached by principal and secondary staircases, spacious entrance hall, three lofty reception rooms with bay windows, drawing room 19ft. by 17ft., dining room 19ft. by 17ft., library 19ft. by 15ft. 6in. (the drawing room communicates with a handsome conservatory); the domestic offices are complete and well arranged, and include kitchen, dairy, butler's pantry, scullery, larder, &c. At a convenient distance from the house, and with separate approach, is stabling for seven horses, double coach-house, harness room, lofts, and living rooms. There is also a cowhouse adjoining the meadow and an excellent six-roomed cottage. The pleasure and kitchen gardens include large vinery and forcing pits, fitted with hot water apparatus on the most approved principle. The land lies well together, and is very productive, the whole comprises nearly 21 acres. Church near. Shops and post-office within ten minutes' walk. A capital supply of water. Two or three packs of hounds hunt the district.

Particulars of H. A. CLARKE, Esq., Solicitor, 24, Austin-friars, E.C.; and of the Auctioneers, 80, Cheapside, E.C.

Blackwall, Penge, and South Norwood.—Eight Leasehold Dwelling-houses, in good situations, producing a total rental of £158 12s. per annum, and held for long terms at moderate ground-rents. By order of the Executors of Mr James Smith, deceased.

MESSRS DEBENHAM, TEWSON, and FARMER will SELL, at the Mart, on Tuesday, May 19, at Two, in three Lots, the following LEASEHOLDS, viz.:

Lot 1. Four HOUSES, Nos. 32, 33, 34, and 35, Queen's-terrace, Manchester-road, Blackwall, let at rentals amounting to £33 4s., and held for seventy-seven years unexpired, at a ground-rent of £20 per annum.

Lot 2. Two DWELLING HOUSES, Nos. 1 and 2, Morland-villas, Maple-road, Penge, let at rentals amounting to £52, and held for ninety-three years unexpired, at a ground-rent of £13 per annum.

Lot 3. Two COTTAGES, Nos. 1 and 2, Florence cottages, Holland-road, South Norwood, let at rentals amounting to £22 8s., and held for ninety-three years unexpired, at a ground-rent of £6 per annum.

Particulars of W. A. GREATOREX, Esq., Solicitor, 59, Chancery-lane; and of the AUCTIONEERS, 80, Cheapside, E.C.

Sussex.—In a most agreeable and elevated position, a mile from Bramber Station on the London, Brighton, and South-Coast Railway, and within seven miles rail or drive of Brighton.—The charming Freehold Residence, known as Knells, in the parish of Beeding, recently erected in the most substantial manner, the design being in the old English style, and internal fittings of a superior class in keeping with the elevation. It contains six excellent bed chambers (more could readily be added), dressing room, dining room 19ft. by 13ft. 6in., drawing room 23ft. 6in. by 14ft., having a deep bay window, hall with massively framed porch, and domestic offices. There is a pony stable, also a chaise-house and buildings. The ground about the house is chiefly a grass paddock, planted with ornamental trees, and kept in order at a merely nominal expense. The whole comprises an area of an acre, is in excellent order, and offers a first-rate opportunity for any gentleman wishing to secure an inexpensive country home in a notedly healthy and picturesque district. Three packs of foxhounds and harriers meet in the immediate vicinity, and there are delightful rides and drives in all directions. With possession.

MESSRS DEBENHAM, TEWSON, and FARMER will SELL the above-described charming FREEHOLD PROPERTY, at the Mart, on Tuesday, May 19, at Two (unless an acceptable offer be previously made).

Particulars of Messrs SHEPHERD and SONS, Solicitors, 32, Finsbury-circus, and of the AUCTIONEERS, 80, Cheapside, E.C.

By order of the Executrix of the late W. Beckingham, Esq.—De Beauvoir Town, Islington, and Ball's-pond.—Valuable Freehold and Leasehold Houses and Shops, all situate in well-letting neighbourhoods, and offering very desirable investments, and in some instances the opportunity of obtaining possession should purchasers desire it. The total rentals amount to about £982 per annum.

MESSRS DEBENHAM, TEWSON, and FARMER will SELL, at the Mart, on Tuesday May 19, at Two o'clock, in Lots, the following PROPERTIES:—

Description. Leasehold.	Rental.
Lot 1, No. 49, Enfield-road North, De Beauvoir-town	£45
Lot 2, No. 174, Southgate-road, De Beauvoir-town	40
Lot 3, No. 168, Southgate-road, De Beauvoir-town	46
Lot 4, No. 166, Southgate-road, De Beauvoir-town	40
Lot 5, No. 164, Southgate-road, De Beauvoir-town	35
Lot 6, No. 162, Southgate-road, De Beauvoir-town	38
Lot 7, No. 160, Southgate-road, De Beauvoir-town	40
Lot 8, No. 105, De Beauvoir-road	42
Lot 9, No. 69, St. Peter-street, Islington	50
Lot 10, No. 71, St. Peter-street, Islington	40
Lot 11, No. 1, William-street, St. Peter-st., Islington	26
Freehold.	
Lot 12, No. 38, Newington-green-road, Ball's-pond	45
Lot 13, No. 22, Mildmay-street, Ball's-pond	26
Lot 14, No. 23, Mildmay-street, Ball's-pond	23
Lot 15, No. 30, Mildmay-street, Ball's-pond	26
Lot 16, No. 36, Mildmay-street, Ball's-pond	34
Lot 17, No. 37, Mildmay-street, Ball's-pond	23
Lot 18, No. 38, Mildmay-street, Ball's-pond	26
Lot 19, No. 39, Mildmay-street, Ball's-pond	24
Lot 20, No. 40, Mildmay-street, Ball's-pond	26
Lot 21, No. 41, Mildmay-street, Ball's-pond	26
Lot 22, No. 42, Mildmay-street, Ball's-pond	26
Lot 24, No. 43, Mildmay-street, Ball's-pond	26
Lot 24, No. 44, Mildmay-street, Ball's-pond	26
Lot 25, No. 45, Mildmay-street, Ball's-pond	23
Lot 26, No. 46, Mildmay-street, Ball's-pond	26
Lot 27, No. 47, Mildmay-street, Ball's-pond	23
Lot 28, No. 48, Mildmay-street, Ball's-pond	26
Lot 29, No. 49, Mildmay-street, Ball's-pond	26
Lot 30, No. 50, Mildmay-street, Ball's-pond	26
Lot 31, No. 51, Mildmay-street, Ball's-pond	26
	982

May be viewed by permission of the tenants, and particulars, with conditions of sale, may be obtained of G. H. K. FISHER, Esq., Solicitor, No. 24, Essex-street, Strand, and of the AUCTIONEERS, 80, Cheapside.

Goudhurst, Kent, about four miles from Marden Station, a pleasant drive of 10 miles from Tunbridge-wells, and only about 43 miles from London.—For Sale, with possession, a choice Residential Property known as Ladham-house, occupying one of the most enviable positions in the beautiful and favourite parish of Goudhurst. It contains 13 bed rooms, two dressing rooms very pleasant entertaining rooms, library, a modern billiard room, school-room, and ample domestic offices. The house is surrounded by charming grounds, exquisitely dressed with well-grown specimen conifers and forest trees. There are very choice flower gardens, a productive kitchen garden and orchard, and prettily arranged, park-like land encircled by an ornamental wood, through which are numerous shady walks. The entire area is about 35 acres 2 roods. In an enclosed, paved yard is very superior, modern stabling, containing five stalls, loose box, saddle-room, and large coach-house, all fitted up after the most recent fashion. There are also other buildings uniform in construction, consisting of cart shed, cow-house, calf-house, piggeries, poultry-house, dwellings for coachman and gardener, spacious lofts, wash-house, &c. The scenery from the house is exceedingly fine, and the walks and drives in all directions most attractive. The parish church is within a mile of the house. The premises are thoroughly dry and efficiently drained, and there is a large supply of fine water. The land-tax is redeemed, and the tithes are moderate. Near this property, and for sale, in separate lots, are two capital, modern cottages, with gardens, paddock, and small farmery; also an enclosure of freehold pasture land, containing about 8 acres 1 rood, commanding truly magnificent views, and forming a charming site for another residence.

MESSRS. DEBENHAM, TEWSON, and FARMER will SELL, at the Mart, on Tuesday, May 26, at Two, in three lots (unless an acceptable offer be previously made by private contract), the above-described charming FREEHOLD RESIDENTIAL PROPERTY.

Particulars, when ready, may be obtained of Messrs. WANSEY and BOWEN, Solicitors, 50, Moorgate-street; and of the AUCTIONEERS, 80, Cheapside.

Woodford, Essex, near the village and less than a mile from the station on the Great Eastern Railway, which now has its terminus in Liverpool-street. A moderate-sized, detached Family Residence, with stabling, well-dressed grounds, paddocks, &c., in all nearly 7¾ acres, commanding fine views and possessing extensive road frontages, adapted for the erection of villas or first-class residences. With possession.

MESSRS DEBENHAM, TEWSON, and FARMER are instructed by the Trustee under the will of the late Charles White, Esq., to SELL, at the Mart, on Tuesday, May 26, at Two, in Six Lots, a valuable COPYHOLD PROPERTY, held of the Manor of Woodford.

Lot 1 will consist of the residence known as Forest Lodge, occupying a choice situation immediately adjoining the ornamental grounds attached to the residence of Andrew Johnston, Esq., and containing seven bed rooms, small dressing room, box room, drawing room about 25ft. by 15ft., dining room, library, two kitchens, dairy, and other offices, with conservatory, two-stall stable, chaise house, and garden.

Lot 2. The finely-timbered Lawn and Pleasure Grounds, opposite Lot 1, embracing an area of about 1¼ acre, with long frontages to Manor-road and to the road in the rear, forming a very charming site for the erection of a superior residence or for several villas.

Lot 3. A detached Kitchen Garden, of nearly ¼ an acre having a good frontage, also available for building purposes.

Lots 4 and 5. About an acre of Ground, with long frontages towards Manor-road and a road at the side, and an enclosure of pasture land, containing about 1¼ acre, with long road frontage, both presenting admirable sites for building.

Lot 6. A piece of Land, comprising about 2a. 3r. 24p., situate near to Chingford Hatch, and possessing a good frontage to Mornington-road, at present let to a yearly tenant at £9 per annum.

Particulars, with plans, of Messrs HYDE and TANDY, Solicitors, 33, Ely-place, Holborn; of Messrs HANNACK and LAMBERT, Architects, 59, Bishopsgate-street Within; and of the AUCTIONEERS, 80, Cheapside.

Preliminary Advertisement.—Berks, in the parishes of White Waltham, Waltham St. Lawrence, and Shottesbrook.—A small Pleasure Farm, known as Wake's, about four miles from Maidenhead Station, consisting of a farm-house, with homestead, and 37 acres of land, suitable for the erection of a superior residence, being in the midst of a good hunting and residential district; also several detached enclosures of accommodation land, containing together about 35 acres. The property is partly freehold, and the remainder nearly equal thereto, being copyhold, subject only to small fixed payments. Possession may be had Michaelmas next.

MESSRS DEBENHAM, TEWSON, and FARMER will SELL, at the Mart, on Tuesday, May 26, at Two, in lots, the above-mentioned valuable PROPERTIES.

Further particulars in future advertisements, and in the meantime of J. W. LAMBERT, Esq., Solicitor, 30, Bedford-row; and of the AUCTIONEERS, 80, Cheapside.

Surrey, about three miles from Caterham Junction Station, five and half from Croydon, six from Reigate, and in a neighbourhood acknowledged to be one of the most salubrious in the kingdom.—A charming Freehold Residential Estate of about 125 acres, with a substantial and commodious Family Residence, excellent stabling, a fine series of glass houses, four capital Cottages, small Farmery, and every necessary convenience, for Sale, with almost immediate possession, by order of the Executors of the late John Cunliffe Pickersgill Cunliffe, Esq.

MESSRS DEBENHAM, TEWSON, and FARMER will SELL, at the Mart, on Tuesday, May 26, at Two (unless an acceptable offer be previously made by private contract), the exceedingly attractive FREEHOLD RESIDENTIAL ESTATE (land tax redeemed) known as Hooley House, in the parish of Coulsdon. The residence (a modern one) is in the Elizabethan style, and contains—on the two upper floors, sixteen bed rooms, day and night nurseries, two dressing rooms, a boudoir, school room, bath room, linen and housemaid's closets, store rooms, and three water-closets; on the ground floor, entrance and inner halls, principal and secondary staircases, drawing room about 34ft. 9in. by 17ft., dining room about 27ft. by 17ft. 6in., library about 19ft. 6in. by 14ft. 6in., including bay, study, billiard room about 26ft. by 18ft., with lavatory and water-closet, two kitchens, butler's pantry, and bed room, with other offices, and good dry cellarage in the basement; conveniently placed is an excellent enclosed stable yard, with eight stalls, three loose boxes, harness room, coachhouse for five or six carriages (all heated by hot water), coachman's cottage, rooms for grooms and gardeners, carpenter's shop, and spacious loft. The picturesque pleasure grounds are well timbered, and protected at their entrance by a pretty lodge. There are ample kitchen and fruit gardens and orchards, and perhaps one of the most extensive series of glass houses in the county, including conservatories, vineries, orchid, palm, orchard, fern, and other houses, with potting sheds, and all necessary appliances for heating and working the entirety. Capital modern-built house, suitable for head gardener, two good cottages, complete laundry, small farmery, bailiff's cottage, and numerous out-buildings, also various enclosures of arable, pasture, and wood land. The estate is bounded on one side by an extensive common known as Farthing Down, a large portion of which in the event of an enclosure would no doubt be allotted to this property. There are many meets of stag-hounds, fox-hounds, and harriers in the district, and the scenery is remarkably fine. Capital water supply. Good society. Church distant about a mile.

Particulars with plans may be had of FRANCIS KEARSEY, Esq., Solicitor, 35, Old Jewry; and of the AUCTIONEER, 80, Cheapside.

Hants, on the borders of Surrey and Sussex, in the lovely district between Haslemere and Petersfield, only about five minutes' walk from Liphook Station on the London and South-Western Railway.—A desirable Freehold Residence, with stabling, pleasure grounds, kitchen garden, and paddock, in all upwards of five acres. For sale with possession.

MESSRS DEBENHAM, TEWSON, and FARMER will SELL, at the Mart, on Tuesday, June 2, at 2, the FREEHOLD RESIDENCE, known as Liphook House, in the parish of Bramshott, comprising nine bed chambers, a box room, dining room with bay, 20ft. 6in. by 14ft. 3in., drawing room, also with bay, 23ft. 6in. by 14ft. 3in., and having a casement opening to the grounds, morning room or school room, large square entrance hall, used also as a library. The stabling department consists of a two-stall stable, coach-house, and harness room. The pleasure grounds are planted with a choice variety of shrubs and trees. There is a level croquet lawn, a greenhouse and potting shed, and a well-stocked kitchen garden. Separated from the pleasure grounds by a haha fence is the fertile, well-timbered land, on three sides of which is a pleasant shubbery walk, and in a suitable position are a cow-house and piggeries, stackyard, &c. The whole comprises upwards of five acres, all in a ring fence, and to be sold with possession.

Particulars of Messrs BRIDGES, SAWTELL, and Co., Solicitors, 23, Red Lion-square: and of the AUCTIONEERS, 80, Cheapside, E.C.

St. Leonard's-on-Sea.—A charming Freehold Marine Residence, with attractive garden, croquet lawn, conservatories, &c., in a beautiful situation, facing the sea; with possession.

MESSRS DEBENHAM, TEWSON, and FARMER will SELL, at the Mart, in the Spring (unless previously disposed of by private treaty), the very complete FREEHOLD RESIDENCE, known as West-hill House, West-hill, St. Leonard's-on-Sea, possessing a magnificent sea view, and containing ten bedrooms, three dressing rooms, bath room, outer and inner halls, drawing, dining, and billiard rooms, library, cloak room, lavatory, and capital domestic office, with a very pretty garden, paved terrace walks, croquet lawn, extensive range of vineries, greenhouse, conservatory, aviary, &c. Immediate possession will be given.

Particulars may be had of Messrs LINDSAY, MASON, and GREENFIELD, Solicitors, 84, Basinghall-street, E.C.; of Mr C. H. GAUSDEN, Auctioneer, 43, Marina, St. Leonards-on-Sea: and of Messrs DEBENHAM, TEWSON, and FARMER, Land Agents and Auctioneers, 80, Cheapside, London.

Kent.—High Elms, Beadonwall.—A Freehold Residential Property of about six acres, comprising a detached country house, standing high on dry soil, in the midst of well-retired grounds, commanding an extensive prospect, and containing eight bed rooms, two dressing rooms, handsome drawing room (25ft. 6in. by 17ft.), and cheerful dining room, each communicating with an elegant modern conservatory, morning room, study, and compact domestic offices, gas, with hot and cold water to the first floor, stabling for three horses, two coach-houses and harness room, lawn, flower garden, croquet ground, prolific walled fruit garden with vinery and peach house, orchard, and paddock, the whole easily accessible, being only about one and a half mile from Abbey-wood and Belvedere Stations, little more than half an hour by rail from the City. For Sale, with possession.

MESSRS. DEBENHAM, TEWSON, and FARMER will SELL at the MART, in MAY next (unless previously disposed of), the above named attractive FREEHOLD PROPERTY.

Further particulars of the AUCTIONEERS, 80, Cheapside.

Sussex.—Preliminary Notice of Sale of several valuable Freehold Estates, comprising in all about 693a. 3r. 35p., situate as follows:—Milton-street, Farm, 240a. 3r. 22p., in the parish of Arlington. Hempstead Farm, 251a. 3r. 30p., in the parishes of Arlington and Hellingby. Toll Farm, 131a. 0r. 39p., in the parish of Warbleton. Cobb Court, 45a. 1r. 16p., in the parish of Selmeston; also 8a. 1r. 3p., in the parishes of Laughton and Chiddingly.

MESSRS DEBENHAM, TEWSON, and FARMER have received instructions to prepare for SALE by AUCTION, in June, the above-named important FREEHOLD ESTATES.

Further particulars will appear in future advertisements, and meanwhile may be obtained of JOHN LEWIS, Esq., Solicitor, Lewes, Sussex; and of the AUCTIONEERS, 80, Cheapside, London.

Herefordshire.—The Queach, in the parish of Walford, about three miles from Ross, and half a mile only from Kerne-bridge Station, on the Ross and Monmouth Line, a gentleman's Country Residence, with about twenty-two acres of ornamental grounds and attractive land, for sale with possession.

MESSRS DEBENHAM, TEWSON, and FARMER will SELL, at Mart, in the City of London, in June (unless an acceptable offer be previously made by private contract), the desirable and compact FREEHOLD RESIDENTIAL PROPERTY, known as The Queach, comprising a substantial stone-built residence, having seven good bed rooms, an elegant octagonal drawing-room, measuring 18ft. over and about 12ft. high; dining room, 21ft. by 12ft.; breakfast room, 15ft. by 12ft.; and the usual offices. There are excellent gardens, with lawns, shrubberies, &c., and several enclosures of pasture, arable, and wood land, containing in all 22a. 0r. 27p. There are also two cottages, stabling, and convenient outbuildings. The situation is exceedingly attractive; the scenery includes Goodrich Court and Castle, a long reach of the lovely Wye Valley, Coppel Wood, and part of the town of Ross. The property stands high and dry, is well supplied with water, and has recently been much improved and decorated at considerable expense. Possession of the house and grounds may be had immediately, and of the land at an early date.

Particulars of Messrs MINETT, SON, and PIDCOCK, Solicitors, Ross; and of the AUCTIONEERS, 80, Cheapside, E.C.

Mount Lee, Surrey, upon Egham-hill, one mile from Egham station, and only nineteen miles by road from London.—This well-known and nearly matchless Freehold Estate of about 95 acres for sale with possession. It occupies a grand position, and as a site for a first-class mansion is certainly not to be surpassed, if it can be equalled by any similar property near London. It has a rich combination of self-contained and surrounding charms and advantages, of which the following is a brief epitome:—As the curtilage of an ancient mansion (now removed) it is rich in old timber; as some of the highest ground in the locality it commands fine views over a district renowned for exquisite landscape scenery; its own configuration of surface, its heights and graceful slopes, prettily secluded dells, with miniature waters fed by flowing springs, the whole deftly adorned by thousands of conifers, evergreens, and flowering shrubs, form as beautiful an entirety as it is possible to imagine. It has the advantage of a dry, gravel soil, in which are veins of sharp sand, an abundance of pure water, long frontages to the main road as well as to a rural lane, both frontages being belted by trees, so that complete privacy is insured. It is within half a mile of an entrance to Windsor Great Park, a short distance only from Virginia-water; indeed, it may be said the whole country teems with objects of interest, the popularity of which is established by the erection in old and present times of the many stately mansions which are within a few miles' radius. In combination with the great facility of access from London are most of the attractions of country life, fine bracing air, good sporting with stag and fox hounds and harriers, fishing (the Thames being within easy reach), excellent society, and, so far as can be foreseen, there is no probability of any interference with these enjoyments, for most of the surrounding land is the property of the Crown or of residential proprietors, who jealously exclude the mere speculative builder. It is, however, obvious that while Mount Lee may be considered unique for one mansion it is also well circumstanced for division into lots, for it is a fact that its peculiar formation admits of the erection of several houses, each of which would be within private grounds and scarcely seen by its proximate neighbour.

MESSRS DEBENHAM, TEWSON, and FARMER are instructed by the Owner, to SELL, at the Mart, on Tuesday, June 30, at Two, in one lot (unless an acceptable offer be previously made), the above-named singularly beautiful FREEHOLD ESTATE. Those who are in search of a grand site upon which to erect a residence are invited to view this property.

Full particulars are now being prepared, and when ready may be had of W. B. LUCAS, Esq., Solicitor, No. 7, Staple-inn, Holborn; and of Messrs DEBENHAM, TEWSON, and FARMER, Auctioneers and Land Agents, 80, Cheapside, from whom only cards can be obtained, and who have full power to treat for the sale.

Highbury-park, in a very desirable situation.—Two spacious Freehold Residences, with gardens and stabling, let on lease at the wholly inadequate rents of £86 and £90 per annum. By order of Trustees.

MESSRS DEBENHAM, TEWSON, and FARMER will SELL, at the Mart, on Tuesday, June 9, at Two, in two Lots, the excellent FREEHOLD semi-detached RESIDENCES, known as 6 and 7, Highbury-park. No. 6 (Lot 1) comprises five bed rooms, dressing room, dining room, two drawing rooms, bath room, store closet, outer and inner halls, with kitchens, scullery, wine and coal cellars, &c., and at the rear a lawn and garden, also a stable and coach house, with lofts over, and entrance from mews. Let on lease for twenty-one years from 1833, at the extremely low rental of £86 per annum. No. 7 (Lot 2) comprises six bed rooms, bath room, dining room, drawing room, housekeeper's room, kitchens, sculleries, and other offices; at the rear, lawn and garden, also a two-stalled stable, two loose boxes, coach-house, &c., with entrance from mews. Let on lease for twenty-one years, from 1838, at the extremely low rental of £90 per annum.

Particulars of Messrs LINKLATER, HACKWOOD, ADDISON, and BROWN, Solicitors, 7, Walbrook; and of the AUCTIONEERS, 80, Cheapside, E.C.

Breconshire, on the borders of Monmouth.—By order of the Executors, the compact and attractive Freehold Residential Estate, known as Aberbaiden, charmingly placed on the banks of the Usk, about a mile from Govilan Station, three from Abergavenny, and five from Crickhowell. It comprises a modern Residence, surrounded by its own land, in all 45a. 1r. 6p., is approached through a plantation by a carriage drive, with a lodge entrance, commands magnificent views, embracing the vale of the Usk, with the range of mountains in the background. The accommodation comprises eight bedrooms, dressing room, and bath room, besides servants' bedrooms, outer and inner halls, dining room (23ft. 9in. by 17ft.), drawing room (24ft. by 18ft.), with window opening to verandah, morning room, store room, together with requisite domestic offices, including butler's pantry, servants' hall, dairy, and capital cellarage, stabling for four horses, coachhouse, &c.; farm buildings, three cottages, and suitable appurtenances. The pleasure grounds surrounding the house are very attractive, and are tastefully disposed, with ornamental waters and summer-houses, and are planted with rhododendrons and other choice shrubs; conservatory, succession houses, tool house, &c.; three kitchen gardens, and enclosures of fertile, well timbered land. The estate slopes to the River Usk, where there is a right of salmon and trout fishing; three packs of hounds are within easy reach. Possession will be given on completion of the purchase.

MESSRS DEBENHAM, TEWSON, and FARMER will SELL, at the Mart, in the City of London, in June, the above-described attractive FREEHOLD PROPERTY.

Particulars of Messrs COLBORNE and WARD, Solicitors, Newport, Monmouthshire, and of the AUCTIONEERS, 80, Cheapside, London, E.C.

Shooter's-hill, Kent.—Preliminary Advertisement.—The charming and well-known Residential Property, Mayfield, situate on dry gravel soil, on the summit of the hill, within a pleasant drive of 8½ miles from London, overlooking the Eltham-valley, the Elmstead woods and heights, near Chislehurst, and having a more distant view in the direction of the Surrey hills and Knockholt. It includes a first-class family house, with lodge entrance, stabling, glass-house, and ornamental woodlands, with secluded walks and glades in same; in all 44 acres. The woods contain a large number of pheasants and rabbits. With possession.

MESSRS. DEBENHAM, TEWSON, and FARMER have received instructions from the Right Hon. Lord Penzance (who has no further occasion for a residence near London), to SELL by AUCTION, at the Mart, on Tuesday, June 30, the above important PROPERTY, which is situate one and a half mile and two miles respectively from two stations on the North Kent and South-Eastern lines. The mansion was built from the designs and under the supervision of one of the leading architects, especially for the occupation of the present proprietor. It is in the old English style of architecture, and no expense has been spared to make it in every respect a complete and comfortable abode. It contains four large principal bed chambers with dressing rooms to three of same, six secondary bed chambers and three servants' bed rooms, a handsome drawing room or library, about 45ft. by 18ft. or 19ft., besides bay 8ft. deep, second drawing room about 22ft. by 18ft., dining room about 26ft. by 18ft., study, a large square hall nearly the whole height of the house, servants' hall, housekeeper's room, butler's pantry, kitchen, scullery, dairy, and all suitable premises. The walls and ceilings of the principal rooms are panelled, and the general fittings and arrangements are in character with the style of architecture of the building. Stabling for five horses, double coach-house, two coachman's rooms over turret, with turret clock striking the quarters, cow house, and sheds; a convenient lodge entrance, now occupied by the gardener, and four glass houses. The house has south and west aspects, and the principal windows open upon a series of grass slopes and ornamental gardens, in the latter is a fountain; kitchen and fruit gardens, melon grounds, and ornamental woodland, containing some fine old oak timber, underwood, and ferns. The grounds have been laid out under skilled superintendence, and although exceedingly picturesque and attractive, they are inexpensive to maintain; numerous glades and ornamental walks have been formed through various parts of the woods, and the whole is a choice purchase for any nobleman or gentleman of fortune, or London merchant. Gas laid on to the house and stables. A private reservoir, containing 120,000 or 130,000 gallons, is placed on the property, at such an elevation as to supply water to all parts of the house, and pipes are laid down for the purpose of irrigating the gardens and for the supply of additional fountains. The buildings and a great portion of the property are held from the Crown for the residue of a term of ninety-nine years from 1863, at a moderate ground rent; the residue is held from some trustees for a long term.

Printed particulars, with plans and views, are in course of preparation, and can shortly be had of Messrs WILDE, BERGER, MOORE, and WILDE, Solicitors, No. 21, College-hill, E.C.; and of the AUCTIONEERS, 80, Cheapside.

MESSRS. DEBENHAM, TEWSON, and FARMER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rentcharges, House Property, and Investments generally, is PUBLISHED on the first day of each month, and may be obtained, free of charge, at their Offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps. Particulars for insertion should be received not later than four days previous to the end of the preceding month.

MR. MARSH'S REGISTER of LANDED ESTATES, Town and Country Residences, and property of every description, is published monthly, and may be obtained at the offices of Mr. A. M. YETTS (late Mr. Marsh), Auctioneer, Land, and Estate Agent, 54, Cannon-street, E.C., or will be forwarded by post on application.

Surrey.—A valuable Freehold Residential Property, eligibly situate in a favourite and select locality, possessing every facility for railway communication, being within half an hour's ride by rail, and a distance of twelve miles by road, from the metropolis. The situation of the property is extremely picturesque, and the neighbourhood in which it is placed is surrounded by the best society. It comprises a superior residence of handsome elevation, erected within the last ten years at considerable expense for the occupation of the owner, and contains eleven bed chambers, dressing rooms, three reception rooms, billiard room, conservatory, and well-arranged domestic offices. The grounds are laid out with great taste, and embrace an area of 18 acres. The property is adapted for the residence of a nobleman, banker, merchant, or private gentleman.

MR. MARSH is favoured with instructions to SELL by AUCTION, at the Guildhall Coffee-house, Gresham-street, at Twelve for One o'clock, on THURSDAY, MAY 21, the above desirable RESIDENTIAL PROPERTY, situate and known as River-hill, Worcester-park, near Ewell and Kingston, and within easy reach of Epsom.

Particulars and plans may shortly be obtained of Mr. A. M. YETTS (late Mr. Marsh), No. 54, Cannon-street, E.C.

East Leigh Farm, Warblington, near Havant.

MESSRS. WYATT and SON will SELL by AUCTION, at the Dolphin Hotel, Chichester, on WEDNESDAY, the 13th MAY 1874, at Two for Three o'clock the very valuable and attractive FREEHOLD ESTATE, known as East Leigh Farm, comprising a suitable farm house, with parklike meadow in front, convenient farm buildings, cottage residence, and 143a. 0r. 7p., statute measure, of very rich Arable and Pasture Land, in a ring fence, in the highest state of cultivation, and surrounded by good roads. Also a field, called Little Denvills, or Clapgate, and containing 2a. 1r. 38p., statute measure. The estate is situate in the parish of Warblington, Hants, and is about eight miles from Chichester, ten from Portsmouth, and about one mile from each of the Emsworth and Havant Railway Stations. May be viewed by application to Mr. Scammel, the bailiff of the farm.

Particulars and conditions of sale, with plans, may be had fourteen days prior to the day of sale, of

EDWARD ARNOLD, Esq., Solicitor, Chichester; Messrs. PARKER, WATNEY, and CLARKE, St. Michael's Alley, Cornhill, London; Messrs. WYATT and SON, Estate Agents, &c., Chichester; at the Exchange Auction Mart, London; and of the bailiff at the farm.

Camden-town.—Important sale of valuable leasehold properties, comprising forty-four dwelling-houses of a good class, situate in the well-established thoroughfares known as Camden-road, Camden-street, Hamilton-street, Caroline-street, and Kentish-town-road, the whole occupied, and producing a gross rack rental of about £2230 per annum. Held by eight leases for long terms direct from Marquis Camden, at moderate (and in some instances peppercorn) ground rents. Also leasehold ground rents, amounting to £45 10s. per annum, amply secured upon ten houses in Hamilton-street.

MESSRS GADSDEN, ELLIS and CO. are instructed by the executors of the late Robert Pulford, Esq., deceased, to SELL by AUCTION, at the Mart, Tokenhouse-yard, City, on Thursday, May 28, at Two, in suitable lots, the following valuable PROPERTIES, viz.:

Nos. 18, 20, 22, 24, 26, and 28, Camden-road. Let at rents varying from £42 to £56 per annum, and held for ninety-five and three-quarter years from Lady-day 1831, at a ground-rent of £42 a year.

Nos. 30, 32, 34, and 36, Camden-road. Let at rents varying from £52 10s. to £58 per annum, and held for ninety-four and a half years from Midsummer 1832, at a peppercorn ground-rent.

Nos. 38, 40, 42, 44, 46, 48, 50, and 52, Camden-road. Let at rents varying from £50 to £60 per annum, and held for ninety-six and a quarter years from Michaelmas 1834, at a ground-rent of £50 a year.

Nos. 54, 56, 58, 60, and 62, Camden-road, and 121 and 123, Camden-street. Let at rents varying from £48 to £80 per annum, and held for ninety-three and a quarter years from Michaelmas 1837, at a peppercorn ground-rent.

Nos. 113, 115, 117, and 119, Camden-street. Let at £48 and £50 per annum each, and held for ninety-five years from Michaelmas 1838, at a ground-rent of £24 a year.

Nos. 12 and 13, Hamilton-street. Let at £40 and £44 per annum respectively, and held for eighty-five years from Michaelmas 1848, at a peppercorn ground-rent.

Nos. 14, 20, 22, 24, 26, 28, 30, 32, 34, 36, and 38, Kentish-town-road. Let at rents varying from £47 5s. to £56 per annum, and held for ninety and three-quarter years from Midsummer 1841, at a ground-rent of £20 a year.

Nos. 5 and 16, Caroline-street, let at £29 and £28 per annum respectively, and held for ninety-four years from Michaelmas 1823, at a ground-rent of £4 a year.

Leasehold Ground-rents, amounting to £45 10s. per annum, secured upon Nos. 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27, Hamilton-street. Held for nearly sixty years at peppercorns, and sub-leased at rents of £17, £10, £5, £5, and £8 10s. respectively.

Particulars, with conditions of sale, may in due course be obtained of W. T. ELLIOTT, Esq., Solicitor, 5, Verulam-buildings, Gray's-inn; at the Mart; and of Messrs. GADSDEN, ELLIS, and Co., 18, Old Broad-street, E.C.

Surrey.—The Brokes, Reigate, a most enjoyable Freehold Residential Property, delightfully situate on a commanding eminence, sheltered by Reigate-hill, overlooking a landscape unrivalled in beauty and extent, embracing Leith-hill, Boxhill, Lord Somers's park, and other noted scenery. The residence is adapted for the reception of a family of position. There are beautiful pleasure grounds and a noble conservatory, green and hot houses, well-arranged stabling, and two inclosures of fertile meadow land, the whole occupying an area of about 11 acres; and, being within a few minutes' walk of the station on the South-Eastern line, frequent and direct access to the city and West-end is obtained. For sale with possession.

MESSRS. GADSDEN, ELLIS, and CO. have received instructions to SELL by AUCTION, at the Mart, Tokenhouse-yard, City, on Wednesday, June 17, at Two precisely (unless previously disposed of private treaty), THE BROKES, Reigate, one of the most complete Residential Properties in this part of the country. The residence is approached by a carriage drive, with lodge entrance, and contains thirteen bed rooms, drawing, and dining rooms of handsome proportions, the former opening into a noble conservatory, three smaller reception rooms, entrance hall, and excellent domestic offices. The stabling and outbuildings are judiciously placed, and include coachman's dwelling, two stalls and a loose box, spacious carriage house, harness room, hay store, fowl house, &c. The pleasure gardens immediately surround the mansion, and are laid out with evident taste in terraces, parterres, and lawns, the latter being studded with specimen shrubs and conifers. The kitchen and fruit gardens are profusely stocked with a rare variety of the best trees; there are also green and hot houses, forcing pits, two fish ponds, and inclosures of meadow land which possess a valuable road frontage. The whole comprises about 11 acres, and forms a most compact and desirable estate.

Particulars and conditions of sale may be obtained of Messrs. R. M. and F. LOWE, Solicitors, 2, Tanfield-court, Temple; at the White Hart, Reigate; at the Mart; and with cards to view, of Messrs. GADSDEN, ELLIS, and Co., 18, Old Broad-street, E.C.

Weybridge Station, on the South-Western Railway.—Very valuable Freehold Building and Accommodation Meadow Land, together with Cottage Residence and Homestead, the whole comprising about 65 acres, bounded by the River Wey, in which there is most excellent fishing.

MESSRS GADSDEN, ELLIS, and CO. have received instructions to SELL by AUCTION, at the Mart, Tokenhouse Yard, Bank of England, on Wednesday, June 10, at Two o'clock precisely, in numerous lots (unless previously disposed of by private contract), the charming FREEHOLD ESTATE, situate in the parish of Byfleet, on the high road to Weybridge Station, and immediately adjoining Canes Wood and the famous St. George's Hills, bounded by the sinuous river Wey in which there is capital fishing. It comprises about 65a. 1r. 31p. of building and accommodation land, within three quarters of a mile of the Weybridge Station, having a frontage of upwards of 4000 feet. The beauty of the locality and attractive character of the neighbourhood are proverbial, while it is within easy driving distance of Epsom, Dorking, Virginia Water, Windsor, Hampton Court, Claremont, and other places of fashionable resort. It is well timbered, and offers a favourable opportunity for the erection of residences, with land attached, either for occupation or investment. The residence, which is known as Rose Cottage contains five bed rooms and dressing rooms, two sitting rooms, entrance hall, and the usual domestic offices. The homestead consists of double bay barn, cow stall and yard, piggeries, stable, and cart shed; also a cottage containing four rooms, &c. The property is surrounded by the estates of the Hon. P. J. Locke King, Admiral the Hon. F. Egerton, M.P.; P. L. Hinds, Esq., and W. Curry, Esq.

Plans are in course of preparation, and, with particulars, may shortly be obtained of Messrs ABBOTT, JENKINS, and ABBOTT, 8, New-inn, Strand; at the Mart; and of Messrs GADSDEN, ELLIS, and Co., 18, Old Broad-street, London, E.C.

Esher, Thames Ditton, and Hersham, Surrey.—Valuable Freehold and Copyhold Properties, including an excellent Residence, with stabling, small farmery, fertile meadow land, and complete appurtenances; several inclosures of well situate arable and meadow land, with frontage to the river Thames, affording exceedingly choice sites for gentlemen's residences; also a Small Farm, with Homestead, Cottages, and Buildings. The whole comprising upwards of 63 acres, situate in a high-class residential neighbourhood, abounding in the most picturesque walks and drives, and being within a short distance of Hampton Court and Claremont.

MESSRS GADSDEN, ELLIS, and CO. are instructed by the Executors to SELL by AUCTION, at the Mart, Tokenhouse-yard, City, on Wednesday, June 17, at Two, in Seven Lots, the following desirable PROPERTIES, being a second portion of the estates of the late Robert Pulford, Esq., deceased:

The attractive Freehold Residential Property, known as EMBER-GROVE, situate at Esher, within a few minutes' walk of Esher Station, and consisting of an excellent residence, with south aspect, containing five bed rooms and dressing room, besides servants' rooms, drawing, dining, and breakfast rooms, library, large sitting room suitable for a billiard room, butler's pantry, and ample domestic offices; the stabling comprises four stalls and two loose boxes, carriage house; there is also a small farmery, with many useful buildings. The surrounding grounds are beautifully timbered and shrubbed, and include spacious lawns and flower beds, shady walks, ornamental fish pond, kitchen and fruit gardens, melon ground, with pinery and succession houses, together with two fertile meadows. The whole comprises about 14a. 0r. 9p., and will be sold with possession.

Two valuable enclosures of Freehold MEADOW LAND, immediately adjoining the foregoing, containing about 8 and 6 acres respectively, having extensive road frontages, and affording capital sites for gentlemen's residences.

A valuable enclosure of Freehold Land, known as the CLUMP MEADOW, ornamented by some handsome timber, and favourably situate at Thames Ditton, immediately opposite Hampton-court-gardens, comprising about 11a. 0r. 23p., having fine frontages to the River Thames and the road from Kingston, and offering an exceedingly eligible site for the erection of a first-class residence, with the advantage of capital boating and fishing.

A small Freehold FARM, in the hamlet of Hersham, comprising an old-fashioned farmhouse, with outbuildings, gardens, and four cottages, with good sound arable land, in all upwards of 14 acres.

An Enclosure of Freehold ARABLE LAND, situate near the foregoing, comprising about 10½ acres, with an excellent road frontage, highly suitable for the erection of a superior residence.

Particulars and conditions of sale may in due course be obtained of W. T. ELLIOTT, Esq., 5, Verulam-buildings, Gray's-inn; at the Mart, and with every information in the meantime, of Messrs GADSDEN, ELLIS, and Co., 18, Old Broad-street, London, E.C.

MESSRS JOHNSON and DYMOND beg to call the attention of Members of the Profession to their SALES of JEWELLERY, which occur upon each Monday, Wednesday, and Friday, throughout the year, and also to their Sales of Wearing Apparel and Miscellaneous Property, which take place every Tuesday, Wednesday, Thursday, and Friday, offering unsurpassed advantages for the disposal of all kinds of property on account of the central position of their spacious rooms. All accounts are paid one week after the disposal of the property.

City Auction Rooms, 38 and 39, Gracechurch-street. Established 1793.

MESSRS JOHNSON and DYMOND'S ARRANGEMENT of SALES for the ensuing week is as follows:

Monday and Friday, at Twelve o'clock each day.—MODERN JEWELLERY, comprising a choice assortment of diamond, emerald, and ruby ornaments, single-stone and cluster brilliant rings, ladies' and gentleman's fashionable gold chains, 600 gold and silver watches, many by eminent English and foreign makers, several hundred ounces of modern and antique silver plate, superior plated goods, and other valuable property.

Tuesday, Wednesday, and Thursday, at Twelve o'clock each day.—An assemblage of SILKMERCERY, linen and woollen drapery, ladies' and gentleman's fashionable wearing apparel of every description, boots and shoes, table and bed linen, carpets, hearthrugs, beds, bedding, household furniture, sewing machines, cutlery, guns, revolvers, and miscellaneous property.

The property comprised in Monday's sale may be viewed this day. Catalogues on application gratis.

MR. DAVID J. CHATTELL, who inspects all Ground Rents entrusted to him for disposal, invites BUYERS or SELLERS of Ground Rents to CALL upon or COMMUNICATE with him at his well-known corner Offices, 29A, Lincoln's-inn-fields. No commission charged to purchasers.

FREEHOLD and LEASEHOLD GROUND RENTS.—Mr. DAVID J. CHATTELL, having for many years devoted his particular attention to this class of investments, is, through his extensive and constantly increasing connection, enabled to dispose of Ground Rents, without delay, at fair market prices. The Special Monthly List, containing particulars of numerous parcels, paying various rates of interest, and suitable for the employment of large or small amounts, may be had gratis, on application at his Offices, 29A, corner of Lincoln's-inn-fields, and forms the best medium between buyers and sellers.

Wiltshire.—The Great Durnford Estate, a very valuable freehold property of about 746 acres of capital arable, water meadow, and pasture land, nearly all tithe free, most advantageously situate about seven miles from the city of Sallsbury, first-class stations on the London and South-Western and Great Western Railways, which are reached from London in two hours, two and a half miles from the town of Amesbury, and four from Wilton. There is a good family farmhouse and all requisite buildings, labourers' cottages, and a powerful water corn-mill doing a good trade. There is excellent fishing in the river Avon, a right to which belongs to the property, also good partridge and wildfowl shooting. The estate is famous for coursing, is in the centre of a good hunting district, and within easy reach of two packs of foxhounds and a pack of harriers. The land is well adapted for stock breeding. The tenants are under notice to quit at Michaelmas next, when possession may be had if desired.

RUSHWORTH, ABBOTT, and RUSHWORTH have been favoured with instructions from the Trustees of the noble owner to SELL by AUCTION, at the Mart, London, on Wednesday, May 13, at one for two o'clock, the above important and valuable FREEHOLD LANDED ESTATE.

Particulars may shortly be obtained of Messrs NICHOLL and NEWMAN, Solicitors, 8, Howard-street, Strand; of Mr H. PAIN, Christchurch; and of the AUCTIONEERS, 22, Savile-row, W., and 19, Change-alley, E.C., London.

Hendon, Middlesex.—An attractive Freehold Property, of between 3 and 4 acres, lately in the occupation of Miss Lambe, deceased, with immediate possession.

RUSHWORTH, ABBOTT, and RUSHWORTH have received instructions from the Trustees under the will of the above deceased lady to SELL by AUCTION, at the Mart, Tokenhouse-yard, E.C., on Wednesday, May 13, at One for Two o'clock, in One Lot, the very compact Freehold Residential Property known as LANGTON LODGE, Hendon, delightfully situate on high ground, opposite the Vicarage, and near the old parish church, about a mile from the Hendon station on the Midland Railway, and about five miles from the Regent's Park. The residence contains eight bed and dressing rooms, elegant drawing-room, dining room, library, capital domestic offices, and cellarage; yard, and outbuildings. The pleasure grounds are of a very attractive character, being laid out with great taste, and planted with rhododendrons and other shrubs and trees; they comprise a large flower garden, with conservatory, summerhouse, and ornamental pond, a productive fruit and vegetable garden, with vinery, greenhouse, forcing house, melon pits, &c., and adjoining is a paddock of about 2 acres, with belt of evergreens and shrubs. The surrounding country is remarkably open and healthy, and there are numerous parks and gentlemen's seats in the neighbourhood, affording the best society. The whole forming a charming residential property, specially suited to the requirements of those who wish to combine the pleasures of a country life with the convenience of being within a short drive of town.

May be viewed by orders, to be obtained of the AUCTIONEERS, 22, Savile-row, W., and 19 Change-alley, E.C., of whom particulars may shortly be had; also at the Bell Inn and the Midland Hotel, Hendon; and of Messrs HARTING and SON, Solicitors, 24, Lincoln's-inn-fields, W.C.

Hertfordshire.—The Highfield Hall Estate, with a desirable residence, compact stud farm, stable buildings, admirably arranged, and about 210 acres of very rich and productive land, principally meadow, well drained, and in excellent state of cultivation. With immediate possession.

RUSHWORTH, ABBOTT, and RUSHWORTH have received instructions from the Trustees under the will of the late George Mather, Esq., to SELL by AUCTION, at the Mart, London, on Wednesday, May 13, at One for Two o'clock, in one Lot, a very desirable FREEHOLD RESIDENTIAL ESTATE, distinguished as Highfield Hall, pleasantly situate, about two and a half miles from St. Alban's, and eighteen from London, in a delightful district of the county of Herts, within the meets of several packs of hounds, and adjoining the property of the Earl of Verulam, the Countess Caledon, and others, in a neighbourhood abounding in objects of historic interest, and about a quarter of an hour's drive from stations on the Great Northern, London and North-Western, and Midland Railways. The residence is approached by a carriage drive, and is very conveniently planned; it contains eleven bed and dressing rooms, bath room, spacious drawing room, dining room, library, and capital domestic offices, with dairy and brewhouse. The pleasure grounds are of considerable extent, and have been tastefully laid out and planted with choice shrubs and trees. In the rear of the house is a large and well-stocked fruit and vegetable garden, with a range of greenhouses, 94ft. in length, heated by hot water, and a small ornamental fishpond. Adjoining the residence is a double carriage house, with two-stall stable, seven loose boxes, harness-room, &c. The farm buildings comprise two large barns, one of which is at present fitted up with nine loose boxes, large cart shed, six-stall cart-horse stable, 23 loose boxes, cattle sheds, piggeries, poultry houses, &c. At a convenient distance from the house there has been erected, with all the modern improvements, stabling, comprising 80 loose boxes for brood mares and foals, and four stallion yards with boxes attached, corn and chaff house, engine house, &c.; the whole arranged with great care and judgment, regardless of expense. There is a bailiff's house and garden, and two cottages, together with about 210 acres of productive land, a large portion of which was chalked and drained a few years since; about 160 acres is meadow, divided into convenient inclosures and paddocks, well supplied with water, and with ornamental timber, presenting a park-like appearance. The land-tax upon the estate has been redeemed.

May be viewed by orders, to be obtained of the AUCTIONEERS, and particulars and plans (when ready) obtained of Messrs DAVIES, CAMPBELL, REEVES, and HOOPER, Solicitors, No. 17, Warwick-street, Regent-street; and of Messrs RUSHWORTH, ABBOTT, and RUSHWORTH, 22, Savile-row, Regent-street, W., and 13, Change-alley, Cornhill, London, E.C.

Herefordshire and Radnorshire.—A valuable Freehold Estate, distinguished as Letchmore Farm, most advantageously situate in a very picturesque district, in the parishes of Presteign and Kinsham, within two miles from the county town of Presteign, eight from Kington and Knighton, and eleven from Leominster, at each of which three latter towns is a railway station. Another railway will be opened to Presteign in a few months, within two miles of the estate. The property comprises 317 acres of very valuable and highly productive arable rich water meadow, pasture, and orchard land with a farmhouse and buildings thereon, the whole being in the occupation of Mr John Rogers, a highly respectable tenant, upon lease (expiring in 1880), at a net rent of £150 per annum. The property has been in the owner's family for nearly 200 years, and is well worthy the attention of capitalists requiring an investment in land in the centre of a country celebrated for its beauty and prosperity.

RUSHWORTH, ABBOTT, and RUSHWORTH have received instructions to SELL by AUCTION, at Leominster, in June next, the above valuable FREEHOLD ESTATE, of which particulars and plans, when published, may be obtained of E. J. JENINGS, Esq., Solicitor, 1, Mitre-court-buildings, Temple; and of the AUCTIONEERS, 22, Savile-row, W., and 19, Change-alley, London, E.C.

Gloucester-terrace, Regent's-park.—Leasehold Family Residence, with stabling in the rear, late in the occupation of J. J. Beecroft, Esq., M.P., deceased. With possession.

RUSHWORTH, ABBOTT, and RUSHWORTH have received instructions to SELL by AUCTION at the Mart, Tokenhouse-yard, E.C., on Wednesday, April 29, at One for Two, a very attractive LEASEHOLD FAMILY RESIDENCE, pleasantly situate, No. 4, Gloucester-terrace, overlooking the Regent's-park a short distance from the Portland-road station on the Metropolitan Railway, and near the Royal Botanical and Zoological Gardens, also within a short drive of the principal theatres, the Opera House, and other places of fashionable resort. It contains twelve bed and dressing rooms, bath room, two spacious drawing rooms, dining room, library, and capital domestic offices. The stabling is situate No. 4, Gloucester-mews, in the rear, and comprises two stalls, a loose box, carriage house, with standing for two carriages, forage store and loft, and two rooms over. The whole held by lease for a term whereof 52 years are now unexpired, at a ground rent of £50 per annum. With immediate possession.

May be viewed, and particulars had of Messrs. MASON and WITHALL, Solicitors, 18, Bedford-row, W.C.; and of the AUCTIONEERS, 22, Savile-row, W., and 19, Change-alley, W.C.

Valuable Leasehold Ground-rents, secured upon two capital Residences in Westbourne-terrace, Hyde-park, presenting most desirable investments.

RUSHWORTH, ABBOTT and RUSHWORTH will shortly SELL by AUCTION, at the Mart, Tokenhouse-yard, near the Bank of England, on Wednesday, April 29, in Two Lots, improved LEASEHOLD GROUND-RENTS, amply secured upon 38 and 62, Westbourne-terrace, each held by separate leases for an unexpired term of sixty-three years, at £10 per annum, and under-lease for the whole term (less a few days) at £35 per annum, each therefore yielding a net income of £45 per annum, and well suited to trustees and others seeking investments accompanied by neither trouble nor risk, the tenants usually paying by crossed check through the post.

Particulars may be obtained of E. RYE, Esq., 16, Golden-square, W.; Messrs RUSHWORTH, ABBOTT, and RUSHWORTH, 22, Savile-row, W., and No. 19, Change-alley, E.C.

Bedfordshire.—Goldington Hall, a Freehold Residential Property or Hunting Box (in the midst of excellent society), a few years since occupied by R. W. Arkwright, Esq., master of the Oakley Hunt, and now in the occupation of Capt. Thursby, whose tenancy is expiring; immediate possession will therefore be given upon completion of the purchase. The estate is bounded on two sides by high roads, on the third by Goldington-green (which cannot be inclosed), and on the fourth by lands belonging to his Grace the Duke of Bedford.

RUSHWORTH, ABBOTT, and RUSHWORTH have received instructions to SELL by AUCTION, at the Mart, London, on Thursday, May 21, in One Lot, GOLDINGTON HALL, a picturesque, old-fashioned residence of red brick, in the Elizabethan style, in excellent order, most delightfully situate on a gravel soil, facing Goldington-green, from which is a carriage sweep to the house, with spacious lawn, flower gardens, shrubberies, &c. It is also close to the parish church, and within two miles of the county town of Bedford, which is reached by the Midland Railway from London in little more than sixty minutes. The railway communication with Bedford by means of the Midland, Great Northern, and Great Eastern lines renders it one of the most eligible positions for any gentleman fond of sport, being within about three miles of the Oakley Kennels, and within easy reach of Mr Leigh's and the Cambridgeshire hounds. The house contains several principal and secondary bed chambers and servants' apartments, with three separate staircases, watercloseta, and other household conveniences, a good dining room 29ft. by 15ft., double drawing room 34ft. long, library or morning room, housekeeper's room, servants' hall, butler's pantry, kitchens, and other domestic offices. The stabling is well planned and of modern erection, consisting of three stalls and five loose boxes, with a large carriage house, harness room, &c.; also convenient farm buildings, inclosed cattle yards of modern construction, and well arranged. There is a capital partly-walled fruit and vegetable garden well stocked. The grass land occupied with the residence is of park-like character, prettily timbered, and the remainder is arable (about 17 acres) of first-rate quality, highly farmed by Mr Paine (an excellent tenant), who has received notice to quit at Michaelmas next. The entire property consists of about 35 acres.

May be viewed by cards, which, with particulars (when published), may be obtained of Messrs TURNLEY, SHARMAN, and SMAIL, Solicitors, Bedford; and of Messrs RUSHWORTH, ABBOTT, and RUSHWORTH, 22, Savile-row, W., and 19, Change-alley, E.C.

Kent.—The valuable Freehold Residential Estate of H. E. Marsh, Esq., deceased, distinguished as The Mount, Bexley.

RUSHWORTH, ABBOTT, and RUSHWORTH have received instructions from the Executors and Trustees under the will to announce for SALE by AUCTION, in May next, the valuable and very attractive Freehold Residential Property (with possession), well known as THE MOUNT, with about 60 acres of arable and meadow land, most delightfully situate at Bexley (within one mile of that station on the South-Eastern Railway, and thence about thirty-five minutes' ride from Cannon-street and Charing-cross), one of the most favoured districts within the same distance of London, commanding most charming views over the finely wooded scenery for which this district is celebrated. The property is also contiguous to Bridgen-place, Danson Park, Blendon Hall, and other known seats of gentlemen of great position in the county. The residence is of modern construction, erected at considerable cost within the last twenty years, and admirably arranged for the requirements and comforts of a gentleman's family, having numerous principal and secondary bed chambers, including dressing rooms and nurseries, a lady's boudoir and a bath room, approached by two staircases, a spacious and very elegant drawing room opening into a beautiful conservatory (Cranstone's patent), finished in an expensive manner with all modern appliances, capital dining room, library, morning room, and billiard room, and all requisite offices in complete order. The reception rooms open to delightful pleasure grounds, with lawns and terrace walks, laid out under the superintendence of an eminent landscape gardener, and planted with American and other shrubs and evergreens, also greenhouses, &c. The principal front of the house overlooks its own park-like and prettily wooded land. The stabling is well planned, and consists of four stalls and two loose boxes, carriage houses, coachman's cottage, &c.; also a laundry, and productive fruit and vegetable gardens, well stocked. There is also a compact farm homestead, with bailiff's house and all requisite buildings. The property is particularly eligible for the occupation of a gentleman whose avocations require his daily attendance in town, combined with the enjoyment of country life. Other outlying properties will be offered for sale on the same day in lots, to be hereafter particularised.

Further particulars (with orders to view on special days) may be obtained of the AUCTIONEERS, 22, Savile-row, W., and 19, Change-alley, E.C. Particulars and plans, when published, may likewise be obtained of Messrs HENDERSON and BUCKLE, Solicitors, 24 and 25, Fenchurch-street, E.C.

City of Bath.—Highly important Sale of Investments, comprising a large number of freehold houses and lands, freehold ground rents, with valuable reversions, rent charges, fee farm and water rents, and other property. The whole producing a gross rental of upwards of £3500 per annum, and offering to trustees and capitalists most desirable and safe investments, and affording an eligible opportunity to the various tenants of acquiring the freehold of their property, and thereby extinguishing the rents payable by them, together with the covenants and restrictions by which they are now bound.

RUSHWORTH, ABBOTT, and RUSHWORTH have been favoured with instructions from the owner to SELL by AUCTION, at the White Lion Hotel, Bath, in May next, in upwards of 100 Lots, to suit both small and large capitalists, the following valuable FREEHOLD PROPERTY, in the city of Bath, viz.: No. 2, Abbey-churchyard; Nos. 1, 4, 6, and 7, Abbey-street; the premises occupied by the Poor Law Guardians at the corner of Abbey-street and York-street; Nos. 1 and 7, Abbey-green; Nos. 3, 4, and 5, Abbey Gate-street; No. 2, Abbey-place; Nos. 4, 5, 6, and 7, Kingston-buildings; Nos. 4, 5, 6, and 7, Parade-walks; No. 14, North-parade; Nos. 7, 8, 9, &c., York-street; Nos. 1, 2, 3, 4, 6, and 7, Church-street; and Nos. 1 and 2, North Parade-passage; let to respectable tenants at moderate rents, amounting to £1120 per annum. A strip of vacant land between the river Avon and the Institution Gardens; a plot of ditto in St. James's-street; and a plot of ditto behind the Southern Dispensary at Widcombe. Perpetual rent charges, amounting to £966 per annum, secured upon Nos. 1, 2, 3, 5, 6, 8, 9, 10, 11, and 13, North-parade; No. 1, Pierrepont-street; the Roman Catholic Church, South-parade; Nos. 3 and 4, Abbey-churchyard; Nos. 2 and 3, Abbey-street; No. 19, Orange-grove; Nos. 1, 3, and 3a, Parade-walks; Nos. 3, 4, and 5, North Parade-passage; Nos. 2, 3, 4, 5, 8, 9, and 10, Abbey-green; Nos. 1, 2, and 5, St. James's-street; Nos. 4 to 10, Manvers-street; Nos. 1 to 7, Manvers-place; Chapels in Henry-street and Manvers-street; the Catholic Schools, and Masonic Hall in Orchard-street; St. James's Hall, and Nos. 1 to 6, Kingston-road, the Royal Hotel; the Railway Hotel; and premises in Newark-street, Dorchester-street, Railway-street, Stanley-road, and Railway-place. Freehold ground rents, amounting to £375 per annum, arising out of Nos. 8, 9, 10, 11, 12, and 13, Kingston-buildings; Nos. 1 and 2, Kingston-square; Nos. 1, 2, 11, 12, 13, 14, 15, 16, 17, 18, and 19, York-street; No. 1, Orchard-street; Nos. 1, 2, 3, 4, 5, 7, and 8, Henry-street; Henry Cottage; Nos. 2 to 19, Phillip-street; and Nos. 1, 2, 3, 6, 7, 8, 9, and 10, Newark-street; ten shares in the new Parade-bridge; also water and other rents, amounting to £170 per annum

Particulars may shortly be obtained of Messrs DAVIES, CAMPBELL, REEVES, and HOOPER, Solicitors, 17, Warwick-street, Regent-street; of WILLIAM MERRICK, Esq., Bradford, Wilts; of HENRY MERRICK, Esq., 2, Abbey-churchyard, Bath; and of the AUCTIONEERS, 22, Savile-row, Regent-street, W., and 19, Change-alley, Cornhill, London, E.C.

On the Crown Estate.—First-class Leasehold Investments, situate in York-gate and Sussex-place, Regent's-park, let on repairing leases at very moderate rents, and sold by direction of the trustees under the will of Charles Octavius Parnell, Esq., deceased.

RUSHWORTH, ABBOTT, and RUSHWORTH, have received instructions to SELL by AUCTION, at the Mart, on Thursday May 21, at One for Two, in 2 Lots, the following VALUABLE LEASEHOLD INVESTMENTS, viz.:—

Lot 1. The capital RESIDENCE, situate No. 11, York-gate, Regent's-park, let upon lease expiring in 1884, at the low rent of £130 per annum, and held at a ground rent of £40 per annum.

Lot. 2. The excellent RESIDENCE, situate No. 19, Sussex-place, Regent's-park, with stabling, let upon lease to Lord Edward Russell for a term expiring in 1884, at a low rent of £163 12s. 6d. per annum, and held at a ground-rent of £40 per annum.

Each lot is held for an unexpired term of 47 years.

May be viewed with permission of the tenants, and particulars obtained of GEORGE CARTER MORRISON, Esq., Solicitor, Reigate; and of the AUCTIONEERS, No. 22, Savile-row, Regent-street, and 19, Change-alley, Cornhill, E.C.

Theobald's Park, Hertfordshire, in the parish of Cheshunt, and within a short ride of London from the railway termini of St. Pancras and Liverpool-street.

RUSHWORTH, ABBOTT, and RUSHWORTH have received instructions to announce for SALE by AUCTION, at the Mart, London, in the summer, in such lots as may hereafter be determined (unless an acceptable offer for the whole be previously made by Private Contract), the above very valuable, beautiful, and historical FREEHOLD ESTATE, so well known in the reign of Queen Elizabeth, and comprising about 300 acres. The mansion, which is built of red brick, is a handsome and imposing structure, with conservatories, &c., placed upon an eminence, surrounded by a magnificently-timbered park, with extensive pleasure grounds, terrace walks, shrubberies, &c. The fruit and vegetable gardens are very extensive, walled all round, and containing greenhouses, succession houses, and every necessary for providing delicacies and luxuries at all seasons. There are a racquet court and well-arranged stabling, with capital farm buildings, the whole in excellent order. The mansion and park are in the occupation of Mr Alderman Cotton, M.P., who holds the same for a term of years. Theobald's Farm adjoining, is in the occupation of Mr Arnold, of which early possession may be had. On the border of the estate are three capital residences, with extensive gardens and beautifully timbered pleasure grounds, ornamental lakes, &c., in the respective occupations (on lease) of C. Wilson, Esq., C. Kingsford, Esq., and C. Kuypers, Esq., which might be advantageously sold off without interfering with Theobald's Park.

The mansion and other residences can only be viewed by special arrangement with Messrs RUSHWORTH, ABBOTT, and RUSHWORTH, 22, Savile-row, Regent-street, W., who will be happy to give intending purchasers every information prior to the publication of the particulars and plans. Particulars may likewise be obtained of JOHN NOYES, Esq., 12, Clarges-street, Piccadilly, W.

Crown Property.—Essex.—A One-third Part or Share of a valuable Freehold Estate, distinguished as Miller's Farm, situate in the parish of Chigwell, and comprising a farmhouse and buildings, and about 55 acres of arable, pasture and orchard land, in the occupation of Mr. John Chilton, whose lease expires at Michaelmas, 1875, at the very low rent of £130 per annum, and being a portion of the property of Sir Samuel Raymond Jarvis, deceased.

RUSHWORTH, ABBOTT, and RUSHWORTH, have been favoured with instructions on behalf of the Crown, and by direction of the Nominees thereof in trust for sale, to SELL by AUCTION, at the Mart, London, in June next, the above valuable FREEHOLD PROPERTY.

Particulars (when ready) may be obtained at the offices of the Solicitor to Her Majesty's Treasury, Whitehall; and of Messrs RUSHWORTH, ABBOTT, and RUSHWORTH, 22, Savile-row, W., and 19, Change-alley, E.C., London.

Elmshade, Reigate, Surrey.—Desirable Leasehold Property, producing a net income of £150 per annum, and sold by direction of the Trustees under the will of Charles Octavius Parnell, Esq., deceased.

RUSHWORTH, ABBOTT, and RUSHWORTH have received instructions to SELL by AUCTION, at the Mart, on Thursday, May 21, at One for Two, the capital FAMILY RESIDENCE, distinguished as Elmshade, Reigate, with pleasure grounds, on lease to C. Hilhouse, Esq., for a term expiring Christmas, 1877, at the moderate rent of £159 per annum, and held for sixty years from Michaelmas, 1846, at the extremely low ground-rent of £9 per annum, with prospect of an increased rent in 1877, when possession can be obtained if required for occupation.

May be viewed with permission of the tenant, and particulars obtained of GEORGE CARTER MORRISON, Esq., Solicitor, Reigate; and of the AUCTIONEERS, 22, Saville-row, Regent-street, W., and 19, Change-alley, Cornhill, E.C.

Burlington-gardens.—The distinguished and exceedingly valuable Freehold Mansion of General the Hon. H. F. C. Cavendish, recently deceased, comprising the block of handsome Buildings opposite the University of London, with a frontage of 126ft. to Burlington-gardens; also the spacious Freehold Family Residence adjoining, being No. 23, Old Burlington-street; the entire area comprising about 9000 superficial feet, with possession.

RUSHWORTH, ABBOTT, and RUSHWORTH (the persons appointed by Vice-Chancellor Sir Richard Malins, to whose court the cause is attached), will shortly SELL by AUCTION, at the Mart, Tokenhouse-yard, near the Bank of England, pursuant to an order of the High Court of Chancery, made in the cause of "Cavendish v. Cavendish," with immediate possession on completion of the purchase, the distinguished FREEHOLD MANSION of the late Generall the Hon. H. F. C. Cavendish, most eligibly situate in Burlington-gardens, immediately opposite the University of London, extending from Old Burlington-street on the east to Cork-street on the west; also the spacious Freehold Residence, situate No. 23, Old Burlington-street (adjoining), the whole presenting a valuable site for the erection of a first-class clubhouse, hotel, bank, insurance office, literary or scientific institution, being in close proximity to the western branch of the Bank of England, the University of London, the Royal Academy, the Geographical and other Societies, and midway between Old Bond-street and Regent-street.

The premises may be viewed by cards, to be obtained of the AUCTIONEERS, 22, Saville-row, Regent-street, W., and 19, Change-alley, Cornhill, E.C., of whom copies of the particulars may be had. Particulars and conditions of sale may also be obtained of Messrs BAILEY, SHAW, SMITH, and BAILEY, Solicitors, 5, Berners-street, Oxford-street, W.; of Messrs NEWMAN and PAYNE, Solicitors, No. 15, Clifford's-inn, Chancery-lane, W.C.; of Messrs WING and DU CANE, Solicitors, 1, Gray's-inn-square, Holborn, W.C.; of PINDER SIMPSON, Esq., 34, Saville-row, W.; and at the Mart.

Hertfordshire.—Valuable Farm and other Freehold Properties, being outlying portions of the Theobald's Park Estate, comprising about 107 acres of capital land, suitable for market garden purposes, also a gentleman's Residence, known as the Manor House, Cheshunt.

RUSHWORTH, ABBOTT, and RUSHWORTH have received instructions to SELL by AUCTION, in June next, at the Mart, London, in Lots, the following valuable FREEHOLD PROPERTIES, most eligibly situate, about two miles from Cheshunt and Waltham stations on the Great Eastern Railway, which has now a terminus at Liverpool-street, within a few minutes' walk of the Bank of England, namely, a residential property, distinguished as the MANOR HOUSE, adjoining the church, at Cheshunt, in the occupation of B. Hargreaves, Esq., comprising a desirable residence, with greenhouses, garden, and park-like meadow land, the whole about 24 acres; also BROOKFIELD FARM, consisting of a farmhouse and buildings, and about 83 acres of excellent arable and pasture land. Early possession of the whole may be had, the tenants being under notice to quit. There are also other smaller properties, of which particulars will be advertised.

Particulars may be obtained in due course of JOHN NOYES, Esq., 12, Clarges-street, Piccadilly; and of Messrs RUSHWORTH, ABBOTT, and RUSHWORTH, Surveyors and Auctioneers, No. 22, Saville-row, Regent-street, W., and 19, Change-alley, Cornhill, E.C.

Crown Property.—Isle of Wight.—A valuable Freehold Estate, lately belonging to Sir Samuel Raymond Jarvis, deceased, comprising about 282 acres, situate between Ventnor, Niton, and Newport, a fine agricultural district, and producing a net rental of £500 per annum.

RUSHWORTH, ABBOTT, and RUSHWORTH have been favoured with instructions on behalf of the Crown, and by direction of the nominees thereof in trust for sale, to SELL by AUCTION, at the Mart, London, in June next, in one lot, a valuable FREEHOLD ESTATE, distinguished as Dean and Berryl Farms, advantageously situate in the parishes of Godshill and Whitwell, adjoining the Undercliff at St. Lawrence, near the pretty little church, within about two miles of Ventnor, and an easy distance from the capital market town of Newport. It consists of a capital farmhouse, facing the high road, with extensive and useful buildings, seven cottages for labourers, and about 282 acres of excellent arable, meadow, and pasture land, which is well farmed by the present highly-respectable tenant, Mr Daniel Attrill, jun., who holds the same upon lease for a term of twenty-one years from October 1862 (determinable by the lessor or lessee at the expiration of fourteen years), at a net rent, free from all deductions, of £500 per annum. The property forms one of the most compact and eligible farms in the island, and presents a very desirable landed investment.

May be viewed, with permission of the tenant, and particulars, with plans, shortly obtained at the offices of the Solicitor to Her Majesty's Treasury, Whitehall; and of Messrs RUSHWORTH, ABBOTT, and RUSHWORTH, 22, Saville-row, W., and 19, Change-alley, E.C., London.

Crown Property.—Ventnor, Isle of Wight.—A very delightfully situate small Freehold Residential Property, distinguished as Cove-cottage, lately belonging to and occupied by Sir Samuel Raymond Jarvis, deceased.

RUSHWORTH, ABBOTT, and RUSHWORTH have been favoured with instructions on behalf of the Crown, and by direction of the nominees thereof in trust for sale, to SELL by AUCTION, at the Mart, London, in June next, COVE-COTTAGE, Ventnor a very pretty and charmingly situate, detached, stone-built Residence, in the best position in this delightful and favourite watering place, between the Marine and Royal Hotels. The house contains four bed rooms, approached by two staircases, drawing and dining rooms shaded by a verandah, kitchen, scullery, &c. It is surrounded by prettily laid-out grounds, fruit and vegetable gardens, &c., in all about half an acre; the frontage to the main road is nearly 200ft., and there is sufficient space for the erection of another residence. The property is in the occupation of George S. Wells, Esq., as yearly tenant, but notice to quit has been given, so that early possession may be had if desired.

May be viewed with permission of the tenant, and particulars obtained at the offices of the Solicitor to Her Majesty's Treasury, Whitehall; and of Messrs. RUSHWORTH ABBOTT, and RUSHWORTH, 22, Saville-row, W., and 19, Change-ley, E.C., London.

Farnham Royal, Bucks.—A charming Villa Residence, with stabling, pleasure grounds, and orchard, comprising about five acres, in the centre of the Royal hunt. With possession.

RUSHWORTH, ABBOTT, and RUSHWORTH have received instructions to SELL by AUCTION, at the Mart, Tokenhouse-yard, on Thursday, May 21, at One for Two o'clock, in One Lot, a very attractive Residential Property, distinguished as SWISS VILLA, and situate at Farnham Royal, upon a gravel soil, near the old church, about two miles from the Slough Station, on the Great Western Railway, two and a half from Windsor, and twenty-one from London. The residence is of an ornamental Gothic elevation, and commands delightful views of Windsor Castle, Stoke park, and the surrounding country. It is approached by a carriage sweep through a front garden, and contains seven bed and dressing rooms, bath room, with hot and cold bath, elegant drawing room opening into a conservatory, dining room, library, and capital domestic offices, laundry, and dairy. The stabling comprises three stalls, carriage house, and harness room, with loft and two rooms over. The pleasure grounds are extensive and tastefully laid out in lawn, croquet ground, and beds, planted with choice shrubs and trees. There is a productive fruit and vegetable garden, with a well-stocked orchard adjoining. The whole containing about 5 acres, and forming a most desirable property as a hunting box, or as a country residence for a small family. The tenure is almost equal to freehold, and immediate possession may be had upon completion of the purchase.

May be viewed, and particulars with plans shortly obtained of Messrs MASON and WITHALL, Solicitors, 18, Bedford-row, W.C.; and of the AUCTIONEERS, 22, Saville-row, W., and 19, Change-alley, E.C.

Islington, Barford-street.—Five Freehold Dwelling-houses, let at rents producing £184 per annum; also Freehold Ground-rents, amounting to £10 per annum; in lots.

MESSRS DRIVER will SELL by AUCTION, at the Mart, Tokenhouse-yard, in May (unless previously sold by private contract), the above FREEHOLD PROPERTIES, viz.:

A Freehold Ground-rent of £5 per annum, secured upon No. 10, Barford-street.
A Freehold Ground-rent of £5 per annum, secured upon No. 11, Barford-street.
No. 12, Barford-street, Freehold, let at £40 per annum.
No. 13, Barford-street, Freehold, let at £34 per annum.
No. 14, Barford-street, Freehold, let at £40 per annum.
No. 15, Barford-street, Freehold, let at £38 per annum.
No. 16, Barford-street, Freehold, let at £34 per annum.

Particulars, shortly, of Messrs LEE, PEMBERTON, and REEVES, Solicitors, 44, Lincoln's-inn-fields; and of Messrs DRIVER, Surveyors, Land Agents, and Auctioneers, 4, Whitehall, London.

Gloucestershire.—The Cowley Manor Estate.—A highly important freehold residential domain, land tax free, five miles from Cheltenham, nine from Gloucester, and ten from Cirencester, comprising about 1870 acres, in a ring fence, bounded by the high roads from Cheltenham to Cirencester, and from Gloucester and Painswick to Cirencester. The mansion is approached by carriage drive, with ornamental stone-built entrance lodge, is charmingly placed on table land, whence extensive views of its own park-like grounds, lakes, and woods are obtained. It is stone-built in the Italian style, with beautiful internal decorations, and in very good order and repair. It comprises every necessary accommodation for a county family, and has a large billiard room (adapted also as a picture gallery); and a Roman or Turkish bath, complete. The domestic offices and servants' apartments are amply sufficient. The coach house and stable premises are of stone, and sufficient for a large hunting establishment. It is in the Cotswold hunt, and within easy distance of Lord Fitzhardinge's and the V.W.H. hounds. The church is in the grounds, and has been very recently restored at considerable expense. There are two rookeries on the estate. The gardens and pleasure grounds are very charming and extensive, comprising the terrace and Italian garden, with fountains, beyond which grass slopes extend to a large piece of ornamental running water, supplied by never-failing springs from one of the sources of the river Thames; from this the water passes over the falls among charmingly dressed grounds to the lower lakes, which, with their islands, are prominent ornamental features in the grounds. The mansion is supplied with water by a force pump. There are extensive kitchen gardens, with orchard houses, graperies, melon and pine houses, hot and greenhouses of considerable extent and variety. The woods, plantations, and shooting are in hand, and extend over about 140 acres, including Cowley Wood, a well-known fox covert. At the foot of this wood is a series of fishing pools and stews. In the grove adjoining the pleasure grounds is Cockleford Brook, which gives nearly three-quarters of a mile of good trout fishing. There is good partridge and ground game shooting, and a large head of pheasants can be easily reared. The estate is undulated, and possesses many charming views, including the far-famed views of the valley of Gloucester, extending to the Welsh and Malvern hills. The soil is Gloucestershire stone brash (oolite formation), and is well adapted for sheep farming and the growth of all varieties of corn and roots. Nearly the whole of the estate has been recently pipe drained at considerable cost. It is divided into four farms, each with capital farm house and homestead. There are also numerous cottages. Likewise the George Hotel, at Birdlip Hill, and other small holdings, and the Manor of Cowley. The entire annual rental of the property, including the cottages and estimated value of the manor farm (in hand), mansion, woods, grounds, and shooting is about £2630 per annum. Possession of the mansion, park, and home farm and lands in hand on completion of the purchase, or earlier by arrangement. To be viewed by cards to be had of Messrs Driver.

MESSRS DRIVER will OFFER for SALE by AUCTION, at the Auction Mart, London, on Tuesday, June 9, at Two o'clock precisely, in One Lot (unless an acceptable offer be previously made by private contract) the above very valuable and important FREEHOLD, RESIDENTIAL, and INVESTMENT DOMAIN.

Particulars of Messrs TRAVERS, SMITH, and Co., Solicitors, 25, Throgmorton-street, London; of L. W. WINTERBOTHAM, Esq., Solicitor, Stroud; or of Messrs DRIVER, Surveyors, Land Agents, and Auctioneers, 4, Whitehall, London.

Malden, Surrey.—The Blagdon-lodge Estate.—A desirable Freehold Property, land-tax redeemed, and partly tithe free, comprising capital farm residence, homestead, seven dwelling-houses and shops, one formerly a beer shop, also cottages, and about 200 acres of valuable accommodation and building land, forming a desirable property for immediate building operations, investment, or occupation, close to the Coombe and Malden Station, and within three-quarters of a mile of the Raynes-park Station on the London and South-Western Railway. Early possession.

MESSRS DRIVER beg to inform the public that the SALE of this PROPERTY, advertised to have taken place on Tuesday, the 14th inst., has been POSTPONED, and that the day on which it is decided to offer the property to auction will be duly announced in future advertisements.—No. 4, Whitehall, April, 1874.

Tavistock-square, on the Bedford Estate.—Improved Leasehold Ground-rents, amounting together to about £272 per annum, amply secured upon seven capital dwelling-houses and premises, Nos. 1, 2, 3, 4, 5, 6, and 7, Tavistock-square; each house is let on a separate lease, and in some of the houses there is a few years' reversion to the rack rent. The total rental value is over £1000 per annum.

MESSRS DRIVER are instructed by the Trustees to SELL by AUCTION, at the Mart, Tokenhouse-yard, on Tuesday, May 5, at Two o'clock precisely (unless an acceptable offer be previously made by private contract), the above LEASEHOLD GROUND-RENTS, held direct from the Duke of Bedford, at a very moderate ground-rent.

Particulars shortly, of Messrs RIXON and SON, Solicitors, 52, Gracechurch-street, E.C.; of Messrs SATCHELL and CHAPPLE, Solicitors, 6, Queen-street, Cheapside; or of Messrs DRIVER, Surveyors, Land Agents, and Auctioneers, 4, Whitehall, London.

Coventry.—Advowson and Perpetual Right of Presentation to the Rectory of St. John the Baptist in the City of Coventry, of the value of about £400 per annum, the present incumbent being in his 79th year.

MESSRS DRIVER are instructed to SELL by AUCTION, at the Mart, Tokenhouse-yard, London, on Tuesday, May 5, at Two o'clock precisely, the valuable ADVOWSON, with next and perpetual right of presentation and patronage, to the RECTORY of ST. JOHN the BAPTIST, in the City of Coventry. The annual income is about £400, of which £290 are permanent payments, the remainder being derived from pew rents and surplice fees. The present vicar is in his 79th year.

Particulars shortly of Messrs SIMSON and Co., Solicitors, 11, Great George-street, Westminster; of A. S. FIELD, Esq., Solicitor, Leamington; of Messrs MACLACHLAN and RODGER, W. S., Edinburgh; of JOHN HOLMES, Esq., Solicitor, Union Bank, Johnstone, Scotland; and of Messrs DRIVER, Surveyors, Land Agents, and Auctioneers, 4, Whitehall, London.

Middlesborough, North Riding of Yorkshire.—Swatters Carr.—A valuable Freehold Building Property, most desirably situate, close to the important, rapidly increasing, and flourishing port and market town of Middlesborough, containing 70 acres. It has a considerable frontage to the High Linthorpe-road, and adjoins Albert-park. The house, buildings, and about 60 acres are occupied by Mr. White, a yearly tenant, with power for the landlord to resume for building, &c., and about eight acres are let to the Middlesborough Cricket Club for a term expiring April, 1875, when possession can be had. The town and port of Middlesborough has during the last few years risen into a place of considerable importance, and certainly there is no town in England that has in so few years made such progress. Trade is now very flourishing, and there is a considerable demand for building land, and consequent on the estate being close to the park and on the High Linthorpe-road (which is the promenade of Middlesborough), this land is well adapted for the erection of buildings of a superior class.

MESSRS DRIVER have been instructed by Trustees to offer the above valuable FREEHOLD PROPERTY, comprising about 70 acres, known as Swatters Carr, to AUCTION, at the Queen Hotel, Middlesborough, on Thursday, May 28, at Two for Three o'clock (unless an acceptable offer be previously made by private contract).

Particulars of Mr. HENRY CURRY, Land Agent, Finkle-street, Stockton-on-Tees; of C. B. TUCK, Esq., Solicitor, St. Giles'-street, Norwich; and of Messrs. DRIVER, Surveyors, Land Agents, and Auctioneers, 4, Whitehall, London.

Near Middlesborough, North Riding of Yorkshire.—Ulla Farm.—A valuable and desirable Freehold Estate, in the township of Helmington, in the parish of Stainton-in-Cleveland, and well situate on the high road from Yarm to Middlesborough and Stockton-on-Tees, about four miles from each of the two latter important and greatly increasing ports and market towns. It comprises a farmhouse and homestead, garden, rick yard, and inclosures, containing about 90 acres of productive arable and grass lands, in a good state of cultivation. A very large portion of the land has been pipe drained. It fronts the high road for a considerable distance, and is not far from Acland Hall. It is bounded on the north and east by lands belonging to Thomas Hustler, Esq., and on the west by lands belonging to J. S. Pennyman, Esq. It is in the occupation of Mr Sickling, yearly tenant, at a very inadequate rent.

MESSRS DRIVER have been instructed by Trustees to offer the above valuable Freehold Property, known as ULLA FARM, containing about 90 acres, to AUCTION, at the Queen Hotel, Middlesborough, on Thursday, May 28, at Two for Three o'clock, in One Lot (unless an acceptable offer be previously made by private contract).

Particulars of Mr HENRY CURRY, Land Agent, Finkle-street, Stockton-on-Tees; of C. B. TUCK, Esq., Solicitor, St. Giles's-street, Norwich; and of Messrs DRIVER, Surveyors, Land Agents, and Auctioneers, 4, Whitehall, London.

The Pennoyre Estate, Brecon.—A charming Freehold Residential Property, about three miles from Brecon, comprising about 490 acres of park and grass lands. The mansion is an elegant stone-built residence in the Italian style, placed on the southern slope of an eminence, in a well-timbered and undulating park of about 120 acres, and commanding extensive views over its own beautiful grounds and the Valley of the Usk, backed by the Breconshire Beacons, the Black Mountains, and other mountain scenery. It contains a handsome suite of reception rooms, including lofty saloon and grand entrance hall, principal and secondary bed and dressing rooms, ample domestic offices and servants' apartments. The stabling is detached, and comprises two stables, coach-house, colt-sheds, harness room, &c. The pleasure grounds are well laid out, timbered, and adorned with a variety of conifers and other ornamental and forest trees and shrubs, and comprise terrace walks with sloping grass banks, a beautiful Italian garden, with fountain, lofty conservatory and palm house, and a fine Irish yew walk. The walled kitchen and fruit gardens are well stocked, and comprise a range of fine vineries extending over about 130 feet, also peach houses, pine and melon pits, &c. In the park, and screened from the mansion, are the home farm and homestead, with bailiff's cottage, two entrance lodges; the Cradoc Inn, smithy, and cottages. Also an ornamental lake of 10 acres, known as Llyn Gludy, with fishing cottage in Swiss style, backed by an ornamental plantation, and forming a charming feature in the landscape from the mansion. The entire estate contains about 490 acres of valuable park, grass lands, and plantations, a few acres only being arable, and lies in a ring fence. Immediate possession of the mansion by arrangement.

MESSRS DRIVER will offer the above valuable FREEHOLD PROPERTY to AUCTION, at the Mart, Tokenhouse-yard, London, on Tuesday, June 9, at Two o'clock precisely, in one lot, unless an acceptable offer be previously made by private contract. To be viewed on Tuesdays and Thursdays by order only, to be had of Mr Isaac Davies and Messrs Driver.

Particulars of Messrs BENNETT, DAWSON, and BENNETT, Solicitors, 2, New-square, Lincoln's-inn, London; of Mr ISAAC DAVIES, Land Agent, &c., Brecon; or of Messrs DRIVER, Surveyors, Land Agents, and Auctioneers, 4, Whitehall, London.

Ladbroke-square, Notting-hill, near the Notting-hill-gate Station of the Metropolitan Railway.—Valuable Freehold Residences, producing £555 per annum, and forming most eligible and secure investments. In five lots.

MESSRS DRIVER will offer to AUCTION, at the Mart, London, on Tuesday, May 5, at 2 o'clock precisely (unless an acceptable offer be previously made by private contract), FIVE capital FREEHOLD RESIDENCES, being Nos. 38, 42, 43, 44, and 45, Ladbroke-square. Let on leases at moderate rents, amounting to £355 per annum.

Particulars of PRESTON KARSLAKE, Esq., solicitor, 4, Regent-street; and of Messrs DRIVER, Surveyors, Land Agents, and Auctioneers, 4, Whitehall, London.

Berkshire.—A very beautiful Freehold Estate, charmingly situate at Buckland, in this favourite county, and especially adapted for the erection of a residence, consisting of the Barcott and Ragnall Farms, comprising two farm-houses, with agricultural buildings, and 561 acres of most productive arable, pasture, wood, and meadow land of the finest quality, with a long frontage to the river Thames, with possession.

MESSRS HENRY NEWSON and CO., are favoured with instructions to SELL by AUCTION, in June, the above exceptionally fine PROPERTY.

Particulars may be had of Messrs SMITH and Co., Solicitors, 14, Northumberland-street, Charing-cross; or the AUCTIONEERS, 2, Walbrook, Mansion House, E.C.

East Suffolk.—Small Estate at Brampton, consisting of 133 acres of excellent land, with house and buildings, close to a station, six miles from the sea. With possession.

MESSRS HENRY NEWSON and CO., will SELL by AUCTION, in June (unless previously disposed of by private contract), the above attractive PROPERTY, of which

Particulars may be had at the office, 2, Walbrook, Mansion House, E.C.

City.—Freehold, close to the Holborn-viaduct.—Modern, substantial Business Premises, with workshops, possessing a ground area of about 1200ft.

MESSRS WINSTANLEY and HORWOOD are instructed to offer for SALE by AUCTION, at the Mart, Tokenhouse-yard, E.C., on Friday, 22nd May, the valuable FREEHOLD PROPERTY, comprising the well-lighted business premises, situate on the east side of, and numbered 15 and 16, Giltspur-street, a few paces from Newgate-street and the Viaduct, for many years in the occupation of Mr. Meacock, gas engineer. The premises consist of a lofty, showy shop (with plate-glass front) on the ground floor, a show room on the first floor, counting house and spacious workshops, with a very convenient dwelling house, containing twelve rooms, and are suitable for any business requiring light and space. The frontage is 34ft., the depth on north side about 46ft., and total area about 1230 superficial feet. To be viewed.

Printed particulars, with plans, may be obtained twenty-one days previously of Messrs. R. S. TAYLOR and SON, Solicitors, 4, Field-court, Gray's-inn, W.C.; at the place of sale; on the premises; and of the AUCTIONEERS, 10, Paternoster-row, St. Paul's, E.C.

To Solicitors, Executors, Trustees, Accountants, and others.—The best medium for the disposal of Jewels, Watches, Silver Plate, Clocks, China, Bronzes, Ladies' and Gentlemen's Wardrobes, Furniture, &c., is

MESSRS DEBENHAM, STORR, and SONS' GREAT AUCTION MART, where Sales of similar property are held daily throughout the year. Established 1813; rebuilt 1860.—26, King-street, Covent Garden.

To Pawnbrokers.—Investment for about £9000.—In Liquidation: re W. J. Tomlinson, deceased.

MESSRS DEBENHAM, STORR, and SONS will SELL by AUCTION, at the Great Mart, King-street, Covent-garden, on Monday, April 27, at Two for Three o'clock, without reserve, in One Lot, by order of the Trustees, who are now finally winding-up the accounts of the estate, Mr. Tomlinson's PAWNBROKING and SALE BUSINESSES, 213 and 215, Kentish-town-road, held for about 21 years unexpired, at a moderate rent. Also the Trade and House Fixtures. The genuine Pledge Stock of about £7000 to be taken at a premium of 10 per cent, and the Sale Stock (under £1000) by valuation in the usual way.

Particulars of Messrs STILEMAN and NEATE, Solicitors, 16, Southampton-street, Bloomsbury; and of the AUCTIONEERS, 24, King-street, Covent-garden, W.C.

Kentish-town.—To Trustees, Builders, Capitalists, or Managers of Public Institutions.—Nearly 6¼ acres of Freehold Land, the chief part now available for building purposes, together with three houses fronting the High-gate-road, at present producing £348 per annum.

MESSRS DEBENHAM, STORR, and SONS are instructed by the Executors of the late Mr William Woodfall to SELL by AUCTION, at the Mart, Tokenhouse-yard, E.C., on Monday, May 11, at Twelve for One o'clock (unless previously disposed of privately), the GROVE-END ESTATE, a freehold property, with exceptional attractions and elements of value, tithe free and land tax nominal in amount, consisting of Grove-end-house, Grove-end-villa, and Grove-end-lodge, with gardens thereto, and large paddock in the rear, available for the erection of suburban residences of a superior class; the whole containing very nearly 6¼ acres, and producing a present income of £348 per annum, which can be immediately increased by letting the land for building.

Solicitors, Messrs STILEMAN and NEATE, 16, Southampton-street, Bloomsbury-square.

For further details apply to Messrs DEBENHAM, STORR, and SONS, Surveyors and Auctioneers, King-street, Covent-garden.

Freehold Estate, 284 acres, at Ilford, Essex, producing £370 per annum.—To be Sold in one Lot, pursuant to an order of the Court of Chancery, entitled *Hill* v. *Hibbett*.

MR. EILOART will SELL by AUCTION, at the MART, London, on TUESDAY, May 19, at Twelve o'clock, the MANOR FARM, at Little Ilford, Essex, seven miles from London, and within half a mile of two railway stations. It comprises a capital residence and homestead, with nearly 250 acres, of first-rate early producing market-garden ground and marsh lands, in a high state of cultivation, let on lease, of which about fifteen years are unexpired, at £740 per annum; also the Cottage and Gardens adjoining the homestead, let to an annual tenant at £30 per annum, and nearly 33 acres of marsh land and ozier beds adjoining, and let to an annual tenant at £100 per annum, the whole forming a compact property of rapidly-increasing value, and presenting a most secure investment for trustees and capitalists.

May be viewed by permission of the tenants, and conditions of sale had of

Messrs. GEDGE, KIRBY, and MILLET, 1, Old Palace-yard, Westminster;
Messrs. SYDNEY SMITH and SON, 1, Furnival's-inn;
Messrs. MORLEY and SHIRREFF, 59, Mark-lane;
J. M. POLLARD, Esq., Ipswich;

at the Mart; and of the AUCTIONEER, 40, Chancery-lane, W.C.

MESSRS. EDWIN FOX and BOUSFIELD'S Forthcoming SALES at the MART, E.C., commencing at Two o'clock.

Wednesday, April 29th.

RE HARRIET MILLER DECEASED.—Valuable Long leasehold and copyhold investment, comprising a Ground Rent of £26 per annum, secured on two houses at the corner of Norfolk-road and Westbourne-grove West, Bayswater; unexpired term of 69 years at a peppercorn rent. Ground Rent of £30 per annum, secured on five messuages in Pitt's-place, Drury-lane, held for a term of about 700 years, and leased for a term of 14 years. Semi-detached Residence, No. 49, Adelaide-road, Haverstock-hill, unexpired term of 71 years, at a ground rent of £7 per annum; also a Copyhold House, situate at North-hill Highgate, let on lease at a rental of £34 10s. per annum.—Vendor's solicitor, M. B. MILLER, Esq., 15, Clifford's-inn, Strand.

Wednesday, May 6th.

BARNET.—Upset price, £16,000, in One Lot, a valuable Freehold Estate, known as Green-hill Grove, comprising a Mansion, with beautiful grounds, about 40 acres of park-like land, immediately available for building operations; also Two well-built modern Residences, let at £180 per annum. Vendor's Solicitors, Messrs WOODALL and WOODALL, Scarborough; and Messrs SHARP and ULLITHORNE, 1, Field court, Gray's-inn.

HAVERSTOCK-HILL.—Two handsome and well-built Residences, being Nos. 127 and 129, Queen's-crescent, held under separate leases, direct from the freeholder, for terms of 74 years, at ground-rents of £10 and £8 per annum, together of the rental value of £130 per annum. Vendor's Solicitor, JAMES CROWDY, Esq., 17, Serjeant's-inn, Fleet-street.

CLAPHAM COMMON.—By order of the mortgagees. A valuable long Leasehold Property, comprising the very well-built detached residence, known as "Fair View," situate in Macaulay-road, with garden of about half an acre, held for an unexpired term of 97 years, at the low rent of £15 per annum. Vendor's Solicitor, WALTER WHITE, Esq., 1, Raymond-buildings, Gray's-inn.

Wednesday, May 13th.

HIGHGATE.—A capital detached Family Residence, distinguished as "Lynton House," situate in Hampstead-lane. Held for a long term at a ground rent of £22 per annum, rental value £150 per annum.—Vendor's Solicitors, Messrs. SHEPHEARD and SONS, 34, Finsbury-circus, E.C.

STEPNEY.—Freehold House and Premises, No. 75, Salmon's-lane; let at £20 16s. per annum.—Vendor's solicitor, J. H. KAYE, Esq., 2, New-inn, Strand.

STREATHAM PARK.—First-class long Leasehold Residence, known as "Thrale House," a short distance from three railway stations, standing in large garden grounds, and having adequate family accommodation. Held for a term of 89 years at a moderate ground rent.—Vendor's solicitor, T. W. NELSON, Esq., 6, Laurence Pountney-lane, E.C.

Wednesday, May 20th.

BELGRAVIA.—Upset price £2,750 with £2,500 on mortgage. A valuable long Leasehold Property, comprising the commodious town house, No. 84, St. George's-square. Held for a long term at a moderate ground rent. Possession on completion of the purchase.—Vendor's Solicitors, Messrs. CLUTTON AND HAINES, 10, Serjeant's-inn, Fleet-street.

UPPER NORWOOD.—A delightful Freehold Residence, distinguished as "Sherwood Lodge," on the summit of Beulah Hill, embracing the full beauty of the view which has rendered this spot so famous, surrounded by well-wooded gardens and grounds of about four acres with detached and complete out offices, entrance lodge. A part of the land might advantageously be used for building operations.—Vendor's Solicitors, Messrs. ELMSLIE, FORSYTH, AND SEDGWICK, 27, Leadenhall-street, E.C.

WALTON-ON-THAMES.—A charming Freehold Residence, distinguished as "Wykeham Lodge," near Walton Station on the South-Western Railway, placed in well-timbered grounds of over 12 acres, stabling, and outbuildings, and adequate family accommodation. Possession on completion of the purchase.—Vendor's Solicitor, JOHN RAE, Esq., 9, Mincing-lane, E.C.

CLAPHAM COMMON and BALHAM HILL.—Valuable Freehold Estate, comprising about 3 acres of building land, and four Residences for occupation, respectively known as "Elm Lawn," "Aston Lodge," "No. 2, Balham Hill," and "Beauclere Lodge;" also a beautiful Residential site, over 1 acre in extent, on Clapham Common, admirably adapted for a first-class family residence, or for four smaller semi-detached houses.—Vendor's Solicitors, Messrs. RUSSELL, SON, and SCOTT, 14, Old Jewry-chambers, E.C.

Wednesday, May 27th.

CHINGFORD, ESSEX.—A rural and accessible district, with a well-regulated train service to the City, performing the journey to Liverpool-street in 33 minutes.—A compact and very valuable Estate of about 80 acres of park-like land, bounded by high roads, intersected by numerous footpaths, lying exceedingly high, adorned with finely-grown timber, and presenting delightful sites for the erection of gentlemen's residences in a neighbourhood which will vie with any in the vicinity of the metropolis, together with the comfortable Family Residence, standing in grounds of unusual beauty on the summit of the hill, near the picturesque ruins of Chingford Old Church, and about one mile from the new church, and near the Railway Station.—Vendor's Solicitors, Messrs. ASHURST, MORRIS, and Co., 6, Old Jewry, E.C.

NORFOLK.—The valuable Freehold Residential Estate, distinguished as "Hethersett Hall," near a station on the main line of railway, and within six miles of the City of Norwich, comprising about 270 acres of well-cultivated land, affording excellent shooting, being in close proximity to the estates of Sir Francis Boileau, Bart. Possession on completion of the purchase. Vendor's solicitors, Messrs. ALLEN and SON, 17, Carlisle-street, Soho-square, London.

ISLE OF WIGHT.—Valuable Freehold Landed Estates, in the parishes of Brading and Newchurch, respectively known as Alverstone Farm, Chiddle's Farm, Alverstone Mill, and Queen Bower Farm, comprising about 470 acres of first-rate arable and meadow land, with convenient homesteads and appropriate buildings, for the most part in the occupation of excellent tenants, at low rentals, and together of the value of £780 per annum. Vendor's solicitor, J. B. BATTEN, Esq., 32, Great George-street, Westminster, London.

Wednesday June 10th.

HERTFORDSHIRE.—Only sixteen miles from town, and two miles from Potter's Bar Station, on the Great Northern Railway, the beautiful Freehold Residential and Sporting Estate of Nyn Park, of about 450 acres in extent, entirely within a ring fence, and enclosed by high roads, without a public way or footpath of any kind, beautifully timbered having a spacious and comfortable residence; also the ancient manor of Northaw, Nyn, and Cuffeley, and the Donative Advowson of Northaw.—Vendor's solicitors, Messrs. WOOD, STREET, and HAYTER, 6, Raymond-buildings, Gray's-inn, W.C.

GLOUCESTERSHIRE.—Valuable Freehold Pleasure Farm, on the Cotteswold Hills, near Stroud, comprising about 170 acres of pasture, arable, and wood land, with convenient residence, suitable agricultural buildings and cottages, most desirable, from the attractions of its position, for occupation, or equally eligible as a sound and remunerative landed investment.—Vendor's solicitors, Messrs. WATERHOUSE and WINTERBOTHAM, 61, Carey-street, London, W.C.; and LINDSAY W. WINTERBOTHAM, Esq., solicitor, Stroud.

Particulars of the above properties may be obtained of the respective solicitors as above, and of Messrs. EDWIN FOX and BOUSFIELD, 24, Gresham-street, Bank, London, E.C.

St. George's, East.—By order of the Executors of William Meredith, Esq.—Desirable short Leasehold Estates, producing £300 per annum.

MESSRS C. C. and T. MOORE will SELL by AUCTION, at the Mart, on Thursday, May 14, at Twelve for One o'clock, in Two Lots, Four DWELLING HOUSES, 88, 90, 92, and 94, Grove-street, Commercial-road, let at £90. 12s. Eight Houses, 1 to 8, Meredith's-buildings, in rear, let at £104. And Three Houses, 1, 2, and 3, Turner's-buildings, in rear, let at £42 18s.; term twenty-three years; ground-rent, £22 for the whole. Three Dwelling Houses, 71, 73, and 75, Middle Grove-street, 71 and 73 underlessed, No. 75 let at £21; term, twenty-eight years; ground rent, £8. Also the Dwelling-house, stable, and premises, 68, Middle Grove-street, let at £52; term twenty-eight years; at £21 per annum.

Particulars of Messrs. MORRIS, STONE, TOWNSON, and MORRIS, Solicitors, 5, Finsbury-circus, E.C.; at the Mart; and at the AUCTIONEERS' Offices, 144, Mile-end-road, E.

Woodford.—A Pair of attractive and well-finished Villa Residences, particularly adapted for occupation.—By order of the Executor of Mr George Squire.

MESSRS C. C. and T. MOORE will SELL by AUCTION, at the Mart, on Thursday, May 14, at Twelve for One, in Two Lots, the PAIR of semi-detached, Nine-roomed RESIDENCES, with good gardens, 3 and 4, Grove-hill-crescent, Woodford, let at £78 per annum each. Term 81 years; ground-rents £5. 14s. each.

Particulars of Messrs. SORRELL and SON, Solicitors, 63, Great Tower-street, E.C.; at the Mart; and at the AUCTIONEERS' Offices, 144, Mile-end-road, E.

Notting-hill.—The Lease, fixtures, fittings, and goodwill in trade of an old-established Baker's Business, as for many years successfully carried on by the late Mr. William Burgess, upon the premises, No. 3, Hope-terrace, opposite Uxbridge-road Railway Station.

MESSRS C. C. and T. MOORE will SELL the above by AUCTION, at the Mart, on Thursday, May 14, at Twelve for One. The premises are well adapted for the trade, and are held for seventeen years unexpired. Rental £45.

Particulars of Messrs T. W. RATCLIFF and SON, Solicitors, 3, St. Michael's-alley, E.C.; at the Mart; and at the AUCTIONEERS' Offices, 144, Mile-end-road, E.

Near Victoria Park, adapted for occupation and investment.

MESSRS C. C. and T. MOORE will SELL by AUCTION, at the Mart, on Thursday, May 14, at Twelve for One, a Nine-roomed RESIDENCE, with front garden and long garden in rear, 6, Lausmere-terrace, facing Victoria Park, let at £40; term eighty years; ground-rent £8. An eight-roomed House, 6, Halliford-terrace, Grove-road, let at £33. 16s. Also a Dwelling House and Premises, known as Halliford House in rear, let at £30, term eighty-six years, ground-rent £5 each; and seven eight-roomed Houses (one with shop), 7A to 13A, Chisenhale-road in rear, overlooking Victoria Park, let at £273, term ninety years, ground-rent £4 10s. each.

Particulars of SAMUEL PRENTICE, Solicitor, 238, Whitechapel-road, E.; Messrs LETHBRIDGE and SON, Solicitors, 25, Abingdon-street, S.W.; of A. E. FRANCIS, Esq., Solicitor, 9, Austinfriars, E.C.; at the Mart; and at the AUCTIONEERS' Offices, 144, Mile-end-road, E.

Mile-end-road.—Five newly-built Dwelling-houses, adapted for investment.

MESSRS C. C. and T. MOORE will SELL by AUCTION, at the Mart, on Thursday, May 14, at Twelve for One, Five Eight-roomed HOUSES, with front areas and yards, 15 to 19, Canal-road; let at £51 per annum each. Term seventy years; ground rent £5 12s. each.

Particulars of Messrs BAYLIS, BAYLIS, and PEARCE, Solicitors, No. 1, Church-court, Old Jewry, E.C.; at the Mart; and at the AUCTIONEERS' Offices, 144, Mile-end-road, E.

Mile End, Bethnal Green and Rotherhithe, for occupation and investment.

MESSRS C. C. and T. MOORE will SELL by AUCTION at the Mart on Thursday, March 14, at Twelve for One, a Freehold BEERHOUSE and SHOP, 35, Globe-road, Mile End, let on lease at £24 per annum; Five five-roomed Houses with yards, 7, 8, 9, 24, and 25, Norfolk-street, Bethnal Green, let at £110. 10s., term forty years, ground-rent £14; an eight-roomed House, 2, Goldsworthy-terrace, Lower-road, Rotherhithe, let at £25, term eighteen years, ground-rent, £1. 17s. 6d.; Two Houses (one with shop), 2 and 3, William-street, New-road, Mile End, let at £38. 18s., term thirteen years, ground-rent £12.

Particulars of WILLIAM SHARMAN, Esq., Solicitor, 13, Little Tower-street, E.C.; at the Mart; and at the AUCTIONEERS' Offices, 144, Mile-end-road, E.

Barking-road.—Adapted for investment.

MESSRS C. C. and T. MOORE will SELL by AUCTION, at the Mart, on Thursday, May 14, at Twelve for One, Two Seven-roomed HOUSES, Nos. 13 and 14, Clarkson-street, Rathbone-street. Let at £21. 4s.; term ninety years; ground-rent £6.

Particulars of R. J. BOWERMAN, Esq., Solicitor, 4, Gray's-inn-square, W.C.; at the Mart; and at the AUCTIONEERS' Offices, 144, Mile-end-road, E.

Bow-road—Adapted for occupation or investment.

MESSRS C. C. and T. MOORE will SELL by AUCTION, at the Mart on Thursday, May 14, at Twelve for One, Five seven-roomed DWELLING HOUSES, with forecourts and gardens, 43, 45, 47, 49, and 51, British-street, Bow-road, let at £1.0. Term ninety-one years, ground-rent £5 each.

Particulars of Messrs WYATT and BARRAUD, Solicitors, 1, Arthur-street West, E.C.; of Messrs ASHURST, MORRIS, and Co., Solicitors, 6, Old Jewry, E.C. at the Mart; and at the AUCTIONEERS' Offices, 144, Mile-end-road, E.

Stepney.—Adapted for Investment.

MESSRS C. C. and T. MOORE will SELL by AUCTION, at the Mart, on Thursday, May 14, at Twelve for One, a Six-roomed HOUSE, 2, Alfred-street, White Horse-lane, let at £19 10s.; two five-roomed Houses, 8 and 9, Bohn street, let at £30. 8s.; and a five-roomed House, 8, St. Vincent-street, Charles-street, let at £17.

Particulars of P. J. GORDON, Esq., Solicitor, 51, Lincoln's-inn-fields, W.C.; at the Mart; and at the AUCTIONEERS' Offices, 144, Mile-end-road, E.

Wandsworth-road.—Valuable Leasehold Estate, producing £288. 12s., well adapted for investment.

MESSRS C. C. and T. MOORE will SELL by AUCTION, at the Mart, on Thursday, May 14, at Twelve for One o'clock, in One Lot, Twelve six-roomed HOUSES, with gardens, 2 to 13, Arden-street, Hainesstreet, Lower Wandsworth-road. Let at £288. 12s.; term eighty-eight years, ground-rent £50. 8s.

Particulars of A. KERLY, Esq., Solicitor, 98, London-wall, E.C.; at the Mart; and at the AUCTIONEERS' Offices, 144, Mile-end-road, E.

Sunbury, Middlesex.—A charming Freehold Villa Residence, situate at Charlton, with its beautiful pleasure-grounds, gardens, and orchard, about three acres, with possession.

MESSRS FAREBROTHER, CLARK, and CO. are instructed by the owner to offer for SALE, at the Mart, Tokenhouse-yard, Lothbury, E.C., on Tuesday, May 12, at One for Two o'clock, a beautiful FREEHOLD RESIDENTIAL PROPERTY, charmingly situate at Charlton, in the parish of Sunbury, about a mile from the Shepperton Station, on the London and South-Western Railway, and three miles from Staines, comprising a substantially-built Villa Residence, enclosed from the road by park palings, and approached by a carriage drive, containing six bed chambers, entrance hall, elegant drawing room, dining room, and domestic offices; also two-stall stable and coach-house, poultry yard, &c. The pleasure grounds are prettily timbered, and consists of lawns and flower gardens with shrubberies, ornamental fish-pond, vinery, greenhouse, &c., orchard stocked with fruit trees, and paddock, the whole occupying an area of about three acres.

May be viewed, and particulars had, of Messrs PALMER, BULL, and FRY, Solicitors, 24, Bedford-row, W.C.; at the Mart, E.C.; and at the offices of Messrs FAREBROTHER, CLARK, and Co., 5, Lancaster-place, Strand, W.C.

Lincolnshire.—Next Presentation to the Vicarage of Blyton in the diocese of Lincoln; annual income £403; age of incumbent 87.

MESSRS FAREBROTHER, CLARK, and CO. are instructed to offer for SALE, at the Auction Mart, E.C., on Tuesday, May 12, at One for Two o'clock (unless previously disposed of by private contract), the NEXT PRESENTATION to the VICARAGE of BLYTON, half a mile from Blyton station, on the Manchester, Sheffield, and Lincolnshire Railway, and four miles from Gainsborough, contingent upon the vendor (age about 60) surviving the incumbent, who is now in his 87th year. The annual income, arising principally from 267 acres of glebe lands, amounts to £403 per annum. The vendor will insure his life in the full value of the living, and so secure the purchaser in case his life should drop prior to that of the incumbent.

Particulars may be had of Messrs FEW and Co., Solicitors, 2, Henrietta-street, Covent-garden, W.C.; at the Mart, E.C.; and at the offices of Messrs FAREBROTHER, CLARK, and Co., 5, Lancaster-place, Strand, W.C.

Kingsbury, Middlesex.—A desirable freehold detached residence, surrounded by its own grounds, charmingly situated, at Kingsbury, opposite the Green, within an hour's drive of London, and only one mile from the Hendon Station on the Midland Railway. The house is of great elevation, brick-built and stuccoed, and comprises eight bed chambers, two dressing rooms, entrance hall, conservatory, morning room, dining room, and the usual domestic offices. The outbuildings consist of a newly-built coachhouse for three carriages, three-stall stable, poultry-house, washhouse, &c.; gardens and paddock; the whole comprising about 1¼ acres. In the occupation of Mr Ponsford. The purchaser will be enabled to rent more meadow land if required. Also two newly-erected, brick-built and tiled cottages, each containing two bed rooms, sitting room, scullery, and washhouse.

MESSRS FAREBROTHER, CLARK and CO. are instructed to offer the above desirable PROPERTY for SALE, at the Mart, Tokenhouse-yard, Lothbury, E.C., in June.

Particulars (when ready) may be had of Messrs. BARLOW, BOWLING, and WILLIAMS, Solicitors, 26, Essex-street, Strand, W.C.; of Mr HUSSEY, Land Agent, The Green, High Wycombe; at the Mart, E.C.; and at the Offices of Messrs. FAREBROTHER, CLARK, and Co., 5, Lancaster-place, Strand, W.C.

Hendon, Middlesex.—Valuable Freehold Building Land! situate near the Upper Welsh Harp, about five miles from the Marble Arch, not only possessing very extensive frontages to the high road from London to Edgware, but also to the intermediate roads, which are designed for development of the property. The numerous plots vary in front, ages from 50ft. upwards, and care has been taken in the distribution of the several lots not only to preserve the ornamental trees, but that each lot may have an independant view of the surrounding district, which is exceedingly picturesque.

MESSRS FAREBROTHER, CLARK, and Co. have received instructions to offer for SALE, at the Auction Mart, Tokenhouse-yard, Lothbury, in June, in numerous lots, the above valuable BUILDING LAND.

More detailed advertisements will shortly appear, when the present survey now being made is completed, and particulars and plans when ready may be had of Messrs BARLOW, BOWLING, and WILLIAMS, Solicitors, 26, Essex-street, Strand; of Mr. HUSSEY, Land Agent The Green, High Wycombe; at the place of sale; and at the offices of Messrs FAREBROTHER, CLARK, and Co., 5, Lancaster-place, Strand, London.

Preliminary. — Middlesex. Ashford. — The Spelthorne Estate, Freehold, great tithe free and land-tax redeemed, close to the Ashford Station on the London and South-Western Railway, comprising about 116 acres of capital building land. With possession.

MESSRS. FAREBROTHER, CLARK, and CO. are instructed to offer for SALE, at the Mart, Tokenhouse-yard, Lothbury, in June, a valuable FREEHOLD BUILDING PROPERTY, known as the Spelthorne Estate, with a registered indefeasible title, and in immediate proximity to three stations on the London and South-Western Railway, viz., Ashford, Staines, and Sunbury (close to the former), comprising about 116 acres, having extensive frontages to existing roads, capable of subdivision into lots of from three to 22 acres, and admirably adapted for the erection of detached residences or public institutions. The soil is gravel, and the district dry and healthy. Possession will be given on completion of the purchase.

May be viewed, and particulars and plans (when ready) had of Messrs, SPYER and SON, Solicitors, Winchester House, Old Broad-street, E.C.; at the Mart, E.C.; and at the offices of Messrs. FAREBROTHER, CLARK, and Co., 5, Lancaster-place, Strand, W.C.

Preliminary.—Lincolnshire.—Outlying Lands, near Caistor and Newark.—The Holton-le-Moor Farm, situate about one and a half mile from the Moortown Station, on the Hull, Market Rasen, and Lincoln Railway, and nine and a half miles from Brigg, comprising a farm house, capital buildings, and about 160 acres of land, in the occupation of Mr. John Brown; also, in the parish of Fenton, near the village, and only five miles from the Newark Station on the Great Northern Railway, a desirable Farm, with dwelling-house and agricultural buildings, and about 150 acres, let to Mr. John Andrew, with possession.

MESSRS FAREBROTHER, CLARK, and CO. are instructed by the Trustees of the late Sir Richard Frederick, Bart., to offer the above FARMS for SALE, at the Corn Exchange, Gainsborough, in the Summer, in Two lots.

May be viewed, and particulars and plans (when ready) had of Messrs BAKER, FOLDER, and UPPERTON, Solicitors, 52, Lincoln's-inn-fields, W.C.; and at the offices of Messrs FAREBROTHER, CLARK, and Co., 5, Lancaster-place, Strand, W.C.

Preliminary.—Lincolnshire, about midway between Gainsborough and Brigg (nine miles from each), both excellent market towns, and only two miles from the Northope Station on the Manchester, Sheffield, Lincoln, and Hull Railway.—A very valuable Freehold Estate, forming the greater part of the parish of Scotton, including East Ferry, and lands in Owston and Susworth, comprising the fishery in the River Trent, to which the property has a very extensive frontage, numerous farms and detached lands, the Three Horse Shoes Inn at Scotton; several cottages and small holdings in the occupation of Messrs Roadley, Oxley, Robinson, Fish, Lamb, Scupholme-Everest, and others, with good farm dwellings, appropriate agricultural buildings, and about 1200 acres of sound productive land, partially drained; with possession. Valuable rights of feeding in very excellent land known as The Pastures, near the village of Scotton, also the Advowson and Right of Presentation to the valuable Rectory of Scotton, subject to the life of the present incumbent.

MESSRS FAREBROTHER, CLARK, and CO. have received instructions from the Trustees of the late Sir Richard Frederick, Bart., to offer the above important FREEHOLD ESTATE for SALE, at the Corn Exchange, Gainsborough, in the Summer, in numerous lots.

May be viewed, and particulars and plans had (when ready) of Messrs BAKER, FOLDER, and UPPERTON, Solicitors, No. 52, Lincoln's-inn-fields, W.C.; of Messrs. OLDMAN and IVESTON, Solicitors, Gainsborough; of I. H. VESSEY, Esq., Welton Manor, Louth, Lincolnshire; and at the offices of Messrs FAREBROTHER, CLARK, and Co, 5, Lancaster-place, Strand, W.C.

Preliminary.—Middlesex.—The Ashford Manor Estate, freehold, great tithe free, and land-tax redeemed, with residence, farm buildings, and lands, about 130 acres.

MESSRS FAREBROTHER, CLARK, and CO. are instructed to OFFER for SALE, at the Mart, Tokenhouse-yard, Lothbury, E.C., in June, a valuable Freehold Residential or Building Estate (great tithe free and land-tax redeemed), known as ASHFORD MANOR, situate close to the village and railway station, and about one and a half mile from the Staines station of the London and South-Western Railway; comprising a comfortable residence, in perfect order, approached by a carriage drive, with its charming pleasure grounds and gardens, substantial farm buildings and lands, in all about 130 acres. The estate possesses very extensive frontages to the existing roads, is a short distance only from three railway stations, viz., Staines, Ashford, and Sunbury, and presents unusual facilities for building operations. The soil is gravel, and a registered indefeasible title will be given. Possession may be had on completion of the purchase.

May be viewed, and particulars and plans (when ready) had of Messrs SPYER and SON, Solicitors, Winchester House, Old Broad-street, E.C.; at the Mart, E.C.; and at the offices of Messrs FAREBROTHER, CLARK, and Co., 5, Lancaster-place, Strand, W.C.

Preliminary.—Hampshire, near Alton, in the parish of Holybourne, and Tithing of Neatham.—Desirable Freehold Estates, situate about one mile from the Alton Station of the Mid Hants Railway, comprising two private residences or hunting boxes, known as Holybourne Lodge and The Priory (one let to J. James, Esq., and the other in hand), each having good stabling, coachhouses, and other offices; paddocks and charming grounds, sloping down to the ornamental water or trout stream intersecting the properties; Five Heads Farm, with three cottages and outbuildings, situate opposite Holyrood Church, let to Mr Lillywhite; residences and sundry cottages, let to Mrs Chalcroft and others; detached lands, lying between Ansty, on the high road to Farnham, and the Free Grammar School next Holybourne Village, wood land (principally larch), in hand, the whole comprising an area approaching 300 acres.

MESSRS FAREBROTHER, CLARK, and CO. have received instructions from the representatives of the late Robert Cole, Esq., to offer the above important PROPERTIES for SALE, in the Summer, in numerous Lots.

More detailed advertisements will shortly appear, and particulars and plans when ready may be had of Messrs C. and W. TRIMMER, Solicitors, Alton; and at the offices of Messrs FAREBROTHER, CLARK, and Co., 5, Lancaster-place, Strand, W.C.

Bucks.—Important Land Investment, in the parishes of Waddesdon, Upper Winchendon, and Cuddington, and hamlet of Westcott.—A very important Freehold Manorial Estate, principally tithe-free and land-tax redeemed, situate about 5½ miles from Aylesbury, only one mile from the Quainton Station of the Aylesbury and Buckingham Railway, and 12 from Buckingham; comprising the Manor of Over Winchendon, and Manor or Lordship of Waddesdon, and also the Manor of Westcott, with their rights, members, and appurtenances thereto belonging; Mains-hill, Lince, Upper Winchendon, Decoy, Windmill-hill, Common Leys, Westcott-field, Lodge hill, and Westcott Farms, with superior farm residences and very extensive and appropriate farm buildings; the Crooked Billet public house, situate at Ham-green and the Marlborough Arms, in the village of Waddesdon, about fifty cottages, part newly built, sundry inclosures of accommodation land, the whole within a ring fence, except as to a small part, in and near the villages of Waddesdon and Westcott, in one of the finest dairy districts in the county. The lands are thoroughly drained, and in the best heart and condition; the holdings are all yearly; some of the principal tenants have been awarded prizes for many years by the Royal Agricultural Society for their superior breed of sheep and oxen; great improvements have been carried out under the immediate inspection of the agent to the noble owner by the erection of new homesteads on the most approved principles of modern farming; the remainder thoroughly repaired and kept in good order; water laid on to the yards, each being placed as central as practicable on the farms, which is so essential for their convenience and economical working, having also detached buildings and extensive sheds in the large inclosures for the cattle, with abundance of labourers' cottages. There is good building stone, several springs and streams through the property; the accommodation roads leading out to the turnpikes intersecting it have been thoroughly repaired. The estate has the advantages for transit of produce by having the local tramway belonging to the Duke of Buckingham passing through the property, with stations for loading and unloading at convenient distances from nearly all the farms. Baron Rothschild's staghounds hunt the district, as also the Bicester hounds; the whole embraces an area approaching 3000a., and producing, independent of the valuable woods in hand a present inadequate rental of nearly £2000 per annum.

MESSRS FAREBROTHER, CLARK, and CO. are honoured with instructions from the noble owner to OFFER the above MANORIAL ESTATE for SALE, at the Mart, Tokenhouse-yard, Lothbury, early in the Spring. More detailed advertisements will shortly appear; and

Particulars and plans, when ready, may be had of Messrs WHATELEY, MILWARD, and Co., Solicitors, Birmingham; and at the offices of Messrs FAREBROTHER, CLARK, and Co., 5, Lancaster-place, Strand, W.C.

Upper Tooting, only half a mile from the Balham Station, on the Crystal Palace Railway.—A desirable Freehold, detached Family Residence, with its beautifully timbered pleasure grounds, gardens, and stabling, in all about three acres; with possession.

MESSRS FAREBROTHER, CLARK, and CO. are instructed by the owner to offer for SALE, at the Mart, Tokenhouse-yard, E.C., on Tuesday, May 12, at One for Two o'clock, an excellent FREEHOLD, detached FAMILY RESIDENCE, known as the Laurels, situated at Upper Tooting (screened from the road, and approached through folding gates by a carriage drive), containing fourteen bed and dressing rooms, entrance-hall, cloak room, library, drawing room 25ft. by 20ft. 6in., dining room 21ft. 6in. by 18ft., and most convenient domestic offices. The pleasure grounds are beautifully timbered, and tastefully disposed in lawn and flower gardens, with gravelled walks, summer house, greenhouse, and large kitchen gardens. In the rear, detached from the residence, is a gardener's cottage of four rooms, four-stall stable, harness room, large carriage yard, with gates opening to private road at side, granery, cow sheds, and coachhouse, the whole comprising an area of about three acres. Possession will be given on completion of the purchase.

May be viewed by cards only, which, with particulars, when ready, may be had at the offices of Messrs FAREBROTHER, CLARK and Co., 5, Lancaster-place, Strand, W.C.; particulars also of Messrs WILSON, BREWROW, and CARPMAEL, Solicitors, 1, Copthall-buildings, E.C.; and at the Auction Mart, E.C.

Bedfordshire.—Very important Freehold Estates, in the agricultural and sporting district between Pedford and Higham Ferrers, in the parishes of Carlton, Pavenham, Stevington, and Felmersham, comprising Low Town and Poole's Farms, including accommodation lands, cottages, osier beds, and fishing in the Ouse; the whole about 150 acres, with possession.

MESSRS FAREBROTHER, CLARK, and CO. are instructed to SELL, at the Swan Inn, Bedford, in May, the following important FREEHOLD ESTATES, situate from five to eight miles from the town of Bedford, about midway between the Sharnbrook Station on the Midland Line, and the Turvey Station on the Bedford and Northampton Railway, viz.:—

Lot 1. A Plot of Meadow LAND, central in the village of Carlton, with frontage to two roads, suitable for building, about 1 acre; let to Mr Franklin.

Lot 2. Four Inclosures of Arable, Pasture, and Wood Land, about 52 acres, known as THE PASTURES, situate in the parish of Pavenham, intermixed with the lands of Joseph Tucker, Esq.; let to Mr Claridge.

Lot 3. GARDEN GROUND, in the village of Pavenham, situate opposite the Primitive Methodist Chapel; in the occupation of Messrs Geeves and Howe.

Lots 4, 5, 6, and 7. Valuable Pasture LAND, abutting on the Ouse, cottage known as MILL HOUSE, and garden, orchard land opposite, and osier beds in the Ouse; let to Messrs Geeves, Hilton, Wells, and others.

Lot 8. LOW TOWN FARM, situate near Pavenham village, with farm cottage, all necessary agricultural buildings, and about 46 acres of rich feeding meadow land, lying on the Ouse; let to Mr Claridge.

Lot 9. COTTAGE and Garden, in Stevington; let to George Tyso.

Lots 10 and 11. POOLE'S FARM, in the parish of Felmersham, with farmhouse and outbuildings, and about 38 acres, including osier beds in the Ouse; let to Mr James Poole.

Lot 12. MEADOW LAND, at Felmersham Bridge, abutting on the churchyard; let to Mr Thomas Thomas.

Possession will be given of the foregoing estates on completion of the purchase. The lands have been highly farmed, and the district is noted for very heavy crops of cereals of the finest quality, and is particularly adapted for the growth of all kinds of roots.

May be viewed, and particulars, with plans, had at the place of sale; of Mr HUGH SANDERS, Little Odell; at the Green Dragon Inn, Higham Ferrers; of Messrs BAKER, FOLDER, and UPPERTON, Solicitors, 52, Lincoln's-inn-fields, W.C.; and at the offices of Messrs FAREBROTHER, CLARK, and Co., 5, Lancaster-place, Strand, W.C.

Walton-on-Thames, Surrey.—An important Freehold Residential Estate, tithe free, situate only half a mile from the Walton Station on the London and South-Western Railway, distinguished as Burwood Park, with capital mansion, placed central in the park, approached by two lodge entrances, comprising eighteen bed rooms, nursery, ladies' boudoir, bath room, porte-cochère, noble entrance and inner halls supported by four columns; dining and drawing rooms, saloon, study, library, billiard room with passage opening to conservatory and orangery, and the most ample domestic offices; screened off from the residence are extensive stabling, coachhouse, and detached is a farmery, with all appropriate buildings, bailiff's cottage, large walled kitchen garden, with gardener's cottage and homestead adjoining; pleasure grounds most beautifully disposed, sloping down to the ornamental water, which extends for nearly half a mile through the property, large park studded with the finest forest timber of large growth, shrubberies, and plantations, the whole comprising about 420 acres, lying within a ring fence, and presenting miles of frontage to the high roads which surround the property, presenting altogether one of the most speculative properties within the same distance of the metropolis.

MESSRS. FAREBROTHER, CLARK, and CO. have received instructions from the Trustees of the late Sir Richard Frederick, Bart., to offer the above valuable ESTATE for SALE by AUCTION, at the MART, Tokenhouse-yard, Lothbury, E.C., in the Spring.

More detailed particulars will shortly appear, when particulars, with plans, may be had of Messrs. BAKER, FOLDER, and UPPERTON, Solicitors, 52, Lincoln's-inn-fields, W.C., and at the offices of Messrs. FAREBROTHER, CLARK, and Co., 5, Lancaster-place, Strand, W.C.

Walton-on-Thames, Surrey.—Outlying Lands, situate, adjoining, and near Burwood Park, only 2 miles from the Walton Station on the London and South-Western Railway—viz., Southwood Manor Farm, with good farm residence, extensive agricultural buildings, and sundry inclosures of very productive land, having a frontage of 1½ miles to the river Mole, and embracing some of the most charming views in the district of Esher and Claremont, in the occupation of Mr Pudney; building and accommodation land, near Mole House, let to F. Farrar, Esq.; cottage, building, accommodation, and garden ground, situate at Back green, let to Mr Thompson; Rabbit-line Farm and other lands near Burvale, let to Mr Gosden and others; the whole comprising about 250 acres.

MESSRS FAREBROTHER, CLARK, and CO. have received instructions from the Trustees of the late Sir Richard Frederick, Bart., to offer the above valuable ESTATES for SALE by AUCTION, at the Mart, Tokenhouse-yard, Lothbury, E.C., in the Spring.

More detailed particulars will shortly appear, when particulars with plans may be had of Messrs BAKER, FOLDER, and UPPERTON, Solicitors, 52, Lincoln's-inn fields, W.C.; and at the offices of Messrs FAREBROTHER, CLARK, and Co., 5, Lancaster-place, Strand, W.C.

Preliminary.—Bedfordshire, in the parish of Felmersham, about seven miles from the town of Bedford, and two miles from the Sharnbrook Station, on the Midland Railway, comprising a Freehold Farm, with good Farm Dwelling, offices, and about 90 acres of arable, meadow, and pasture land, let to Mr. Charles King, at a rental of £150 per annum.

MESSRS FAREBROTHER, CLARK, and CO., are instructed to offer for SALE, at the Swan Inn, Bedford, in May, the above desirable FREEHOLD ESTATE.

May be viewed, and particulars and plans (when ready) had of B. F. WATSON, Esq., Solicitor, 1, Lincoln's-inn-fields, W.C.; at the place of sale; and at the offices of Messrs FAREBROTHER, CLARK, and Co., 5, Lancaster-place, Strand, W.C.

Upminster, Essex, 16 miles from London.—The Hacton-House Estate, comprising a gentleman's small brick mansion, with stabling for eight horses, large walled gardens, lawns, and pleasure grounds, and several well-timbered paddocks; the whole Freehold, and comprising 23a. 1r. 13p., occupying high ground, approached by good roads, and commanding extensive and pleasing views. The property is situate 3¼ miles from Romford, a first-class station on the Colchester Line of the Great Eastern Railway, the journey from London occupying only half an hour, and is within the meets of two good packs of fox-hounds. With possession.

MESSRS DANIEL SMITH, SON, and OAKLEY have received instructions from the Executors of the late Rev. R. Battiscombe to prepare the above valuable FREEHOLD RESIDENTIAL PROPERTY for SALE by AUCTION, at the Mart, Tokenhouse-yard, City, on Wednesday, May 13, at One for Two o'clock precisely.

Particulars will shortly be ready. Further information may be obtained of Messrs BENNETT, DAWSON, and BENNETT, Solicitors, 2, New-square, Lincoln's-inn, W.C.; and with orders to view of Messrs DANIEL SMITH, SON, and OAKLEY, Land Agents and Surveyors, No. 10, Waterloo-place, Pall-mall, S.W.

The Chigwell-grange Farm.—A valuable Freehold Property, situate close to the village of Chigwell, Essex, three miles from Woodford and 1¼ from Chigwell-lane Stations on the line of the Great Eastern Railway, and comprising 106a. 1r. 37p. of rich arable and pasture land, possessing considerable building value, intersected by the high road from Chigwell to Abridge, with a large old-fashioned family residence, gardens, and modern farm buildings. The whole is let to Mr. Job Watts, whose tenancy will expire at Michaelmas next. The neighbourhood is a very favourite one for residence, and the views in all directions are very pleasing.

MESSRS DANIEL SMITH, SON, and OAKLEY have received instructions to offer the above valuable FREEHOLD ESTATE for SALE by AUCTION, at the Mart, Tokenhouse-yard, City, on Wednesday, May 13, at one for two o'clock precisely, in one or more lots.

Particulars will shortly be ready. Meantime further information may be obtained of Messrs BENNETT, DAWSON, and BENNETT, Solicitors, 2, New-square, Lincoln's-inn, W.C.; and with orders to view of Messrs DANIEL SMITH, SON, and OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall-mall, S.W.

Hereford-road, Westbourne-grove.—Leasehold Residence, held for a term of seventy-eight and a half years from December 2ist, 1841, at a peppercorn, and Freehold Stabling. With possession.

MESSRS DANIEL SMITH, SON, and OAKLEY have received instructions from the Executors of the late Mr Richard Haines to SELL by AUCTION, at the Mart, Tokenhouse-yard, City, E.C., on Wednesday, May the 13th, at One for Two o'clock precisely, in One Lot, the substantially-built, detached RESIDENCE, 45, Hereford-road, three doors from that important thoroughfare Westbourne-grove, any about five minutes' walk from the Queen's-road Station, on the Metropolitan Railway, and contains entrance hall, four reception rooms, four bed and two dressing rooms, and capital domestic offices, garden, and freehold stabling in the rear, opening to Bottsmews.

Particulars, with conditions of sale and plan, may be obtained of H. G. SMITH, Esq., 4, Warnford-court, Throgmorton-street, E.C.; at the Mart; on the Premises: and of Messrs DANIEL SMITH, SON, and OAKEY, Land Agents and Surveyors, 10, Waterloo-place, Pall-mall, S.W.

Argyllshire.—The important and beautiful Freehold Residential and Sporting Estate of Melfort, embracing an area of about 4000 statute acres, in the parishes of Kilmelfort and Kilninver, bordering the northern shores of Loch Melfort to the east of the islands of Mull and Jura, and surrounded by the finest scenery in the Western Highlands. It is intersected for more than two miles by the high road from Ardrishaig to Oban, over which coaches pass daily, in connection with the steamboat from Glasgow to Ardrishaig, placing the estate in direct communication with the Caledonian and English railway systems, all parts of the Highlands, and within twenty hours of London. Ardrishaig is twenty-four, Crinan twenty, and Oban twelve miles distant.

MESSRS DANIEL SMITH, SON, and OAKLEY have received instructions to prepare for SALE by AUCTION, at the Mart, Tokenhouse-yard, City, on Wednesday, the 10th of June, at One for Two o'clock precisely, unless previously sold by Private Contract, the above very beautiful Highland Residential Property, with the well-built commodious Residence, MELFORT HOUSE, affording ample accommodation for a family of moderate size, and charmingly placed on a sheltered site at the head of Loch Melfort, in a position commanding magnificent views of the Loch and the adjacent islands and mountains. The grounds are handsome and well laid out, and there is a large kitchen garden. The estate includes a considerable portion of land bordering on Loch Melfort, protected from the north by lofty hills, and enjoying a mild and genial climate. This portion of the property affords some excellent meadow land and useful dairy pastures. The slopes of the hills furnish good grazing land, and the higher grounds comprise a large tract of sound, healthy sheep walk. About 200 acres of the hill sides are covered with valuable and thriving larch plantations and underwood. The estate is well suited for, and at present carries, a large flock of sheep, its mild temperature admitting of their being wintered here. There is a capital well-built farm house, with superior buildings, several cottages, and an excellent Inn called Cuilfail. The sporting features of the property, which are of a varied and attractive kind, and capable of largely increased development, include grouse, black game, pheasant and woodcock shooting, for the latter of which the estate is famed, and fine trout fishing in several beautiful fresh-water lochs and streams on the property itself, and in the immediate neighbourhood. Good salmon net fishing is obtained in Loch Melfort, and the property possesses great advantages for a yachtsman. With the exception of a few acres let with the Inn to a yearly tenant, the estate is in hand, and immediate possession will be given.

Particulars and plans will be published in due course, and in the meantime further information may be obtained of Messrs SWINBURNE and PARKER, Solicitors, 29, Bedford-row, W.C.; Messrs J. and F. ANDERSON, 43, Castle-street, Edinburgh; and of the AUCTIONEERS, 10, Waterloo-place, Pall Mall, S.W.

Lambeth.—Valuable Freehold Dwelling-houses, with shops, and Commercial Property, being Nos. 41 to 49, inclusive, Lambeth-walk, and in Mill-street and Pratt-street, nearly all adjoining, forming two blocks, containing together 51,000 superficial feet of freehold land, principally let on leases, four of which will expire in 1886, 1909, 1915, and 1931; one of the houses is let to a yearly tenant. The whole produces at the present time about £560 per annum, with reversions to the rack rents of the portions leased, estimated at £950 per annum.

Kennington.—Valuable Copyhold House Property, comprising a terrace of ten private residences, Nos. 43 to 61, Harleyford-road (alternate numbers), let on lease until 1884, at a ground rent of £22 per annum, with reversion to the rack rents, estimated at £300 a year.

The properties are very compact, and offer good opportunities for safe investments.

MESSRS DANIEL SMITH, SON, and OAKLEY have received instructions to offer the above valuable FREEHOLD and COPYHOLD PROPERTIES, for SALE by AUCTION, at the Mart, Tokenhouse-yard, City, E.C., on Wednesday, May 27, at One for Two o'clock precisely, in various lots.

Particulars will shortly be ready, meantime further information may be obtained of Messrs LINDSAY, MASON, and GREENFIELD, Solicitors, 84, Basinghall-street, E.C.; and of the AUCTIONEERS, 10, Waterloo-place, Pall Mall, S.W.

Shropshire, in a beautiful district, about midway between Shrewsbury and Hereford, two miles from the market and railway town of Ludlow, whence London is reached, viâ Hereford, in a little over six hours.

MESSRS DANIEL SMITH, SON, and OAKLEY have received instructions to offer for SALE by AUCTION, on Wednesday, June 10, at the Mart, Tokenhouse-yard, City, E.C., at One for Two o'clock, in one lot, the HENLEY-HALL ESTATE, a very choice and attractive freehold residential domain, situate in the parishes of Staunton, Lacy, and Bitterley, comprising in a ring fence 1056 acres of for the most part extremely fertile agricultural land, with the commodious family mansion Henley Hall, occupying a delightful site, surrounded by finely-timbered, park-like meadows, and an undulating deer park of about 50 acres, studded with oaks of vast and unusual size and great beauty. The mansion, approached from the direct high road to Ludlow through a double avenue of elms, affords accommodation for the reception of a considerable establishment. It contains on the ground floor large entrance-hall, inner or staircase-hall, dining room, 23 by 18.6, drawing room 29 by 19.6, an extremely handsome and richly decorated apartment, second drawing room 33ft. 6in. by 15ft. 9in., library, and breakfast room; on the first floor nine good bed rooms, two dressing rooms, water closet, and two small rooms; on the upper floor four bed rooms, four servants' rooms, and two store rooms. The domestic offices, completely shut off from the reception rooms, comprise housekeeper's room, butler's pantry, servants' hall, large kitchen, china closet, and two larders. In a separate wing are a large ball room 34ft. 9in. by 18ft. 6in., and supper room adjoining, with laundry, brewhouse, and various other offices. The stabling comprises four boxes, five stalls, and harness room, with large double coach house; and in the rear is a range of farm buildings, timber stores, &c. There is a capital kitchen garden, walled all round, and a very fine ornamental range of glass 200ft. long, heated by water pipes, divided into six vineries, and peach house, with central greenhouse. The lawns, pleasure grounds, and shrubberies are extensive, tastefully laid out, and adorned with very well-grown Araucarias, Wellingtonias, other choice shrubs, and handsome timber trees. The estate presents a gently undulating surface, and consists almost entirely of very fertile land in arable and pasture, a considerable portion of the latter being meadow land of rich feeding quality. It is divided into seven compact farms, with one exception let to yearly tenants, affording early possession if required. Immediate possession will be given of the mansion and about 110 acres in hand. The rental value of the whole exceeds £2000 per annum. The district is a very favourite one for residence, and is hunted by the South Hereford, Ludlow, and Wheatland foxhounds. The estate is well stocked with partridges, and good fly fishing is obtained in Lydwych Brook, an excellent trout stream, which either intersects or bounds the property for a considerable distance. The surrounding country abounds in fine scenery, and the views from many parts of the estate are very extensive and picturesque, reaching in all directions over a luxuriant and richly cultivated landscape, redeemed from monotony by the bolder beauties of the Clee Hills and the lofty wooded ranges around and beyond Ludlow. There is a capital water corn-mill on the estate, and a newly-built agent's or bailiff's house, and several labourers' cottages.

Particulars, with plans and views, may be obtained of Messrs SWINBURNE and PARKER, 28, Bedford-row, W.C.; at the Mart; and of Messrs DANIEL SMITH, SON, and OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall Mall, S.W.

Sussex.—The Crawley Down Park Estate.—A choice Freehold Residential Property, comprising a moderate-sized modern mansion, of handsome elevation, approached for a considerable distance through park lands, studded with oak timber, by a wide carriage road, at each end of which is a highly ornamented entrance lodge. There are good stabling for nine horses, capital coach house, with a coachman's cottage. The pleasure grounds are well arranged, and there is a large walled kitchen garden with two vineries and succession houses and bricked pits, and in the park is a lake several acres in extent, supplied by running water. On one of its banks is a summer house, and on the opposite side a boat house, forming a very pretty feature from the grounds. A large sum of money has recently been expended on the mansion, lodges, and estate generally, and the whole is in perfect condition and fit for the immediate occupation of a gentleman of position. The mansion contains dining, drawing, and billiard rooms, library, boudoir, seven principal bed chambers, three dressing rooms, five other bed rooms, bath room, and good domestic offices. A handsome conservatory adjoins the drawing room, from which large plate glass windows open. On the estate is a farmhouse, occupied by the bailiff, and a good homestead. Also next the London-road a brick residence called Park Cottage, and two cottage dwellings near thereto, all let. The estate is in the parish of Worth, about one mile from the Grange-road station on the Tunbridge Wells Branch of the London, Brighton, and South Coast Railway, about one and a quarter hours' journey from London, and about three-quarters of an hour from Brighton. Many residential estates of noblemen and gentlemen are in the district, and the society is good and select. Distant views over Kent, Surrey, and Sussex are obtained, and the air is very pure. The entire estate consists of about 91 acres, of which the mansion and 72 acres are freehold; 19 acres are leasehold. The meets of two packs of foxhounds are in the neighbourhood.

MESSRS DANIEL SMITH, SON, and OAKLEY have received instructions from the Proprietor, who is changing his residence, to offer the above choice and attractive RESIDENTIAL ESTATE for SALE by AUCTION, at the Mart, Tokenhouse-yard, City, on Wednesday, June 10, at one for two o'clock precisely, with possession.

Particulars will shortly be ready for publication. Meantime further particulars may be obtained of Messrs CUNDY, BURROWS, and BARNES, Solicitors, 11, Jermyn-street, W.; and, with orders to view, of Messrs DANIEL SMITH, SON, and OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall-Mall, S.W.

Kent, near Bromley.—A most attractive Residential Estate, known as Keston Lodge, situate in the parish of Keston, two and a half miles from the Bromley and Bickley Stations on the London, Chatham, and Dover Railway, two miles from the Orpington Station on the South-Eastern direct Tunbridge line, near the high road from London to Hastings, one mile from Farnborough, and only thirteen from the metropolis, comprising a substantially-built family residence, good stabling, large and productive walled-in kitchen garden, vinery and sheds, rustic lodge, gardener's cottage, picturesque pleasure grounds, with ornamental lake, rosary, park, meadow, and woodland of a delightfully undulating character, the whole beautifully and extensively timbered, intersected by lovely drives and walks and embracing 96a. 3r. 38p., lying in a ring fence, having considerable frontages to the Westerham Turnpike-road, and the road from Hayes to Farnborough, with belts of trees screening the grounds from view.

MESSRS BEADEL are instructed to offer for SALE by AUCTION, at the Mart, Tokenhouse-yard, London, E.C., on Tuesday, the 26th May, 1874, at Twelve for One o'clock precisely, the above very desirable ESTATE, with possession. The residence contains entrance hall, drawing, dining, and morning rooms, housekeeper's room, kitchen, and the usual domestic offices, three large and three secondary bed rooms, two dressing rooms, linen room, and four servants' bed rooms. The stabling includes six stalls, loose box, harness room, straw loft, a double and two single coach houses, wood shed, granary, and coachman's rooms, with cow house and yard adjoining. The soil is gravel, the situation a very healthy and popular one, and the estate presents exceptional attractions for residential purposes, either as a whole or by subdivision into numerous building sites, for which its form and character are admirably adapted. Several packs of fox and stag hounds and harriers hunt the neighbourhood.

Particulars, with plans, may be obtained of Messrs R. S. TAYLOR and SON, 4, Field-court, Gray's-inn; and with orders to view of Messrs Beadel, 25, Gresham-street, London, E.C.

Bucks, near Wolverton.—A first-class Freehold and Tithe-free Farm, situate in the parish of Haversham, two miles from Wolverton Station, on the London and North-Western Railway (main line), and mid-way between the market towns of Newport Pagnell and Stoney Stratford, including a very comfortable residence, with offices and good walled-in garden, well arranged and convenient homestead, four labourers' cottages, with gardens attached, barns and cattle sheds, and several inclosures of deep staple land. The estate is situate in a fine agricultural and good sporting district, within easy reach of the Duke of Grafton's, Mr. Selby Lowndes', and the Oakley hounds, and contains altogether 206 acres, and forming a first-class occupation, at present held by Mrs. Mary Ann Franklin, a yearly tenant, at the low rent of £460 per annum.

MESSRS BEADEL are instructed to offer the above by AUCTION, at the Mart, Tokenhouse-yard, London, E.C., on Tuesday, the 26th May, 1874, at Twelve for One o'clock precisely.

Particulars and conditions of sale may be obtained of Messrs PART, WOODCOCK, and WALMSLEY, Solicitors, Wigan; of WILLIAM LEADER, Esq., Solicitor, 78, Cross-street, Manchester; Messrs GREGORY, ROWCLIFFES, and RAWLE, Solicitors, 1, Bedford-row, London, W.C.; and of Messrs BEADEL, 25, Gresham-street, London, E.C.

Essex.—Rettendon and Woodham Ferris.—Valuable Freehold and small part Copyhold Estate, known as Brick House or Hill House Farm, situate near Woodham Fen, and close to the high road leading from Maldon to Southend, equidistant ten miles from Chelmsford and Maldon, and within a short distance of water carriage, affording facilities for shipping corn, landing manure, &c. It comprises a substantially built dwelling house, agricultural buildings, three cottages for labourers, and altogether 163 acres of rich arable and pasture land. Let upon lease to a first-class tenant.

MESSRS BEADEL are instructed by order of the mortgagee, under a power of sale, to SELL by AUCTION, at the Mart, Tokenhouse-yard, London, E.C., on Tuesday, the 26th May, 1874, at Twelve for One o'clock precisely, the above desirable PROPERTY.

Further particulars may be obtained of Messrs ARTHY and BELL, Solicitors, Chelmsford; and of Messrs BEADEL, 25, Gresham-street, London, E.C.

Leytonstone. — A very attractive Freehold Residential Estate, known as Walwood, close to the station, and abutting on a beautiful part of Epping Forest, within six miles of London, comprising a most substantial brick and stone-built residence, standing in park-like grounds, containing four reception rooms, conservatory, thirteen bed and dressing rooms, with very ample domestic offices. The lawns, pleasure grounds, and shrubberies around the residence are very tastefully arranged, and studded with ornamental timber. The outbuildings include rustic entrance lodge, stabling for nine horses, with several coach-houses, coachman's living rooms, gardener's cottage, and three large glass houses with range of forcing pits. The kitchen garden is of considerable area, nearly all walled in and well stocked. There is a small farmery, with several enclosures of very productive pasture land. The house has recently been painted externally, and the buildings put into a good state of repair. The property, from its proximity to the metropolis and easy access (which will be materially increased on the opening of the terminus of the Great Eastern Railway terminus in Liverpool-street), has considerable prospective value. The subsoil is chiefly gravel, there is an abundant supply of good water; and a large portion of the land might if desired be utilized for houses of a superior class, with little injury to the present residence.

MESSRS BEADEL are instructed to offer the above very desirable PROPERTY for SALE by AUCTION, at the Mart, Tokenhouse-yard, London, E.C., on Thursday, the 28th May, 1874, at Twelve for One o'clock precisely (unless previously disposed of by private contract).

Particulars, with orders to view, may be obtained of Messrs PRIDEAUX and SON, Solicitors, Goldsmith's-hall; and of Messrs BEADEL, 25, Gresham-street, E.C.

Redhill, Surrey.—By order of the Trustees of the late Lady Mostyn.—The very desirable Freehold Residential Estate, in the above healthy and favourite locality, known as Hooley Lodge within a mile of the station, comprising a capital house of Italian design, with portico entrance approached by a carriage drive, containing four reception rooms, eleven bed and dressing rooms, and convenient domestic offices. The grounds, lawns and pleasure gardens are all most tastefully arranged and thickly planted. The outbuildings include capital lodge at entrance, stabling for four horses, with coachhouses, two cow-houses, piggeries, tool house, wood shed, &c. The kitchen gardens are all well stocked, and contain conservatory, greenhouse and cucumber house. There are several inclosures of good grass land, the whole containing an area of about 16 acres.

MESSRS BEADEL are instructed to SELL by AUCTION, on Thursday, the 28th of May, at Twelve for One o'clock (unless previously disposed of by Private Contract), the above valuable FREEHOLD PROPERTY, with possession.

Plans, with particulars and conditions of sale, may be obtained of Messrs NORRIS and SONS, No. 2, Bedford-row; at the Mart; and (with orders to view) of Messrs BEADEL, 25, Gresham-street, London, E.C.

Valuable Freehold Property in the City of London, No. 1, Crosby-square, Bishopsgate-street, situate at the corner of the entrance to the square, having considerable frontages, and containing an area of about 1756 feet superficial, let on an old lease at a nominal rental, the term expiring at Lady-day, 1875. The situation is one of the most eligible in this busy centre, it being close to main City thoroughfares, near to the colonial markets and the great monetary centres of the City.

MESSRS BEADEL are instructed to SELL by AUCTION, at the Mart, Tokenhouse-yard, London, E.C., on Thursday, 28th May, 1874, at Twelve for One o'clock precisely, this valuable FREEHOLD PROPERTY, one of the old City mansions, which would, on a moderate outlay in reconstruction, yield a considerable income for office purposes, or, from the extent of it, the site will repay to rebuild.

Plans, with particulars and conditions of sale, may be obtained of Messrs BIRCH, INGRAM, HARRISON, and Co., Solicitors, 68, Lincoln's-inn-fields; and of Messrs BEADEL, 25, Gresham-street, E.C.

Castle-street, Holborn, near to Chancery-lane, within a short distance of the New Law Courts now in course of erection. — Several substantial and spacious Freehold Houses, covering a large area, being Nos. 13, 14, 15, 16, and 17, Castle-street, and Took's-court, let under old leases at ground-rents amounting to £54 5s. per annum, but with reversions at an early date to the rack rentals. The property is situate in a locality where there is great demand for premises adapted for business purposes, being in the centre of a large trade in law printing and lithography.

MESSRS BEADEL are instructed to SELL by AUCTION, at the Mart, Tokenhouse-yard, London, E.C., on Thursday, the 28th May, 1874, at Twelve for One o'clock precisely, the above valuable FREEHOLD PROPERTIES, in three lots, offering good opportunities for investments in a neighbourhood which is daily increasing in value.

Plans, with particulars and conditions of sale, may be obtained of Messrs BIRCH, INGRAM, HARRISON, and Co., Solicitors, 68, Lincoln's-inn-fields; and of Messrs BEADEL, 25, Gresham-street, E.C.

Bush-lane, City of London.—Valuable Freehold Building Site, containing an area of over 600ft., superficial, close to Upper Thames-street and the Cannon-street Terminus of the South-Eastern Railway, with early possession.

MESSRS BEADEL are instructed to SELL by AUCTION, at the Mart, Tokenhouse-yard, London, E.C., on Thursday, the 28th May, 1874, at Twelve for One o'clock precisely (unless previously disposed of by private contract), the above valuable FREEHOLD PROPERTY, of which

Particulars and conditions of sale may be obtained of Messrs BIRCH, INGRAM, HARRISON, and Co., 68, Lincoln's-inn-fields, W.C.; and of Messrs BEADEL, 25, Gresham-street, E.C.

The Three Tuns, Whitechapel, with early possession.—A valuable Freehold Corner Public-house, commandingly situate, fronting the High-street, with a long return frontage to Mansell-street, close to the Butchers' market, and adjoining the City boundary; also the capital Shop, with warehouse over, known as No. 1, Mansell-street, in the occupation of Messrs. Judge and Co., Ironmongers. The Public-house, sublet to Mr. Morgan, is placed most advantageously for carrying on an extensive bar trade, and offers a most lucrative investment. The whole is let to Messrs. Hoare and Co., Brewers, on a lease expiring Christmas, 1874, at a nominal rental, the property being capable of producing at least £300 per annum.

MESSRS. BEADEL are instructed to offer the above desirable FREEHOLD PROPERTY for SALE by AUCTION, at the Mart, Tokenhouse-yard, London, E.C., on Thursday, the 28th May, 1874, at Twelve for One o'clock precisely.

Particulars, with conditions of sale, may be obtained of Messrs. Wing and Ducane, Solicitors, No. 1, Gray's-inn-square, W.C.; and of Messrs. Beadel, 25, Gresham-street, London, E.C.

Hampshire, near Lymington. — Pylewell-park. — A very attractive Freehold Residential Estate, with an extensive sea frontage, situate in the parish of Boldre, two and a half miles from the seaport town and watering-place of Lymington on the South-Western Railway, twenty miles from Southampton, and within easy reach by steamer of the Isle of Wight. It comprises the mansion known as Pylewell-park, an imposing structure of Italian design, with handsome colonnade and portico, standing in the midst of a large and prettily timbered park, with tastefully arranged pleasure grounds and shrubberies, and commanding charming views of the Solent and the picturesque shores of the Isle of Wight. It contains entrance hall, dining room, drawing room, ante room, library, morning room, sitting room, music room, business room, and large conservatory, communicating with the principal reception rooms, the doors of which open to the lawn, fifteen bed and dressing rooms, nursery, governess's room and ladies'-maid's room, ten secondary and servants' bed rooms, and suitable domestic offices. The out-buildings comprise stabling for twelve horses, three loose boxes, coach houses, &c.; at a convenient distance from the mansion are two kitchen gardens, the inner one, surrounded by a high wall, is stocked with the choicest wall fruit trees, espaliers, &c., three vineries, greenhouse, orchard-house, forcing pits, and the usual out-buildings. The land is divided into farms, with dwelling-houses and homesteads, and there is a large saw mill and other machinery worked by water-power, together with numerous cottages and small occupations; the whole embracing an area of 1400 acres. The woodlands and plantations afford excellent covert for game, of which there is a fair stock, and the ornamental waters abound with fish. This estate, from its proximity to the sea and the Isle of Wight, offers unusual advantages to any gentleman fond of yachting.

MESSRS BEADEL are instructed by the Trustees of the late W. P. Williams Freeman, Esq., to offer the above ESTATE for SALE by AUCTION, at the Mart, Tokenhouse-yard, London, E.C., in May next.

Particulars, with plan and conditions of sale, are being prepared, and in the meantime further information may be obtained of Messrs BIRCH, INGRAM, HARRISON, and Co., 68, Lincoln's-inn-fields, W.C., or of Messrs BEADEL, 25, Gresham-street, E.C.

Hampshire, Lymington.—To Speculators, Building Societies, or others.—Valuable Freehold Building and Accommodation Pasture and Arable Land, containing altogether 50a. 3r. 7p., with extensive frontages, situate in and forming part of the town of Lymington, and in immediate contiguity to the principal street. The land is of superior quality, in an elevated position, and affords every facility, from situation and character, for immediate development. At the north-eastern extremity is a valuable bed of brick, tile, and other earth, partially worked, and now producing a large quantity of first-class ware. The property is at present let upon yearly tenancies, at rents amounting to £215 per annum.

MESSRS BEADEL are instructed to offer the above for SALE by AUCTION, at the Mart, Tokenhouse-yard, E.C., in May next.

Particulars, with plans, are being prepared, and in the meantime further information may be obtained of Messrs MOORE and JACKMAN, Solicitors, Lymington, Hants; and of Messrs Beadel, 25, Gresham-street, London, E.C.

Hampshire, near Winchester.—The Crawley Estate, a very compact and enjoyable property of about 2000 acres, in a ring fence, situate chiefly in the parish, and including part of the village of Crawley (five acres only being in the parishes of Sutton and Headbourne Worthy) 3¼ miles from Fullerton and Stockbridge, both stations on the Andover, Romsey, and Southampton branch of the London and South-Western Railway, five miles from the ancient City of Winchester, and only two hours journey from London.

MESSRS BEADEL are instructed to offer for SALE at the Mart, Tokenhouse-yard, E.C., in the Spring, this valuable ESTATE, comprising four productive and well cultivated farms, with good residences, suitable agricultural buildings and cottages for farm labourers, well-grown woods and plantations, a small residence in the village of Crawley, timber yard, carpenters' shop, &c. The fine old mansion has not been inhabited for many years, and is now in ruins, but the beauty of the gigantic cedars of Lebanon, the fine beech, fir, and other timber trees, with luxuriantly growing evergreens and flowering shrubs in the pleasure grounds and ornamental plantations by which it is surrounded contribute to render it a most attractive site for the erection of a family residence, the expenditure required being materially lessened by the value of the old materials, which are of excellent quality, and in a good state of preservation. This estate is particularly worthy the attention of sportsmen, being in the midst of a first-class hunting district, within easy reach of the Hursley, Hampshire, Hambledon, and Vine foxhounds, and Mr Dear's harriers. The South Hants celebrated coursing meeting is held at Danebury, only six miles distant, and good trout fishing may be found in the rivers Itchen and Test, near to the property, the boundaries of which are to a great extent skirted by plantations. The interior woods form good coverts for game. The partridge shooting cannot be excelled. Exclusive of the woodlands and pleasure grounds the whole is let at the moderate rental of £1866 6s. 6d. per annum.

Particulars, with plan, are being prepared, and in the meantime further information may be obtained of Messrs MAYNARD and SON, Solicitors, 57, Coleman-street, London, E.C.; Capt. CALDWELL, Candover House, Alresford, Hants; and of Messrs BEADEL, 25, Gresham-street, London, E.C.

Totteridge, Herts.—Within a mile of the Station, and of easy access from Moorgate-street. — With immediate possession.—A very compact Freehold Residential Property, comprising a capital detached family mansion, known as Totteridge House, with excellent stabling, farmery, bailiff's cottage, large pleasure and kitchen gardens, and several enclosures of park-like meadow land, all prettily timbered, the total area being 23a. 2r. 12p., and forming a most desirable property.

MESSRS BEADEL are instructed to SELL by AUCTION, in the ensuing season, the above valuable FREEHOLD RESIDENTIAL PROPERTY, pleasantly situate near the Green and church, fronting the high road to Hendon.

Plan, with Particulars and Conditions of Sale, are in course of preparation, and when ready, may be obtained of Messrs UPTON, JOHNSON, UPTON, and BUDD, Solicitors, 20, Austinfriars; and of Messrs BEADEL, 25, Gresham-street, E.C.

The Priory, Totteridge, Herts.—A very comfortable, old-fashioned, detached, Freehold Residence, situate near the Green and Church, at the junction of the Barnet-road, with stabling and out-buildings, gardener's cottage, and land, let on lease till Midsummer, 1876. Included with this will be an adjoining field, let on a yearly tenancy, containing 2a. 2r. 9p., having good frontages to the Barnet-road, in all 5a. 3r. 1p.

MESSRS BEADEL are instructed to SELL by AUCTION, in the ensuing season, the above desirable FREEHOLD PROPERTY. Plans, with particulars and conditions of sale, are in course of preparation, and when ready may be obtained of

Messrs UPTON, JOHNSON, UPTON, and BUDD, Solicitors, 20, Austinfriars; and of Messrs BEADEL, 25, Gresham-street, E.C.

Essex.—Felstead and Great Waltham.—Important Freehold and small part Copyhold Estates, partly great tithe free and land-tax redeemed, comprising two superior occupations, with capital residences and suitable farm homesteads, several cottages, and plots of accommodation land, the whole containing upwards of 633 acres, situate between the market towns of Chelmsford, Braintree, and Dunmow, a good sporting and fine agricultural part of the above county.

MESSRS BEADEL are instructed by the trustees under the will of the late James Skill, Esq., to SELL by AUCTION, in the Spring, the following, viz.:

FELSTEAD BURY FARM, with possession. A very superior Freehold Estate, great tithe free and land-tax redeemed, situate in the parish of Felstead, adjoining the village, and within a mile of the railway station, only four miles from Dunmow, six from Braintree, and ten from the county town of Chelmsford. It comprises an excellent residence, surrounded by prettily laid-out grounds, close to the church, and within a few minutes' walk of the grammar school. Adjoining is an extensive homestead, gardener's cottage, and numerous inclosures of sound arable and pasture land, the whole containing 333a. 3r. 29p., in a high state of cultivation. Also

A Field of ACCOMMODATION LAND, containing 4 acres, and piece of Garden Ground on Prior's Green, and Five Tenements in Felstead village.

GRAVELLY'S or LITTLEY-GREEN FARM, in the parish of Great Waltham, distant seven miles from Chelmsford. It comprises a genteel residence, pleasantly situate on high ground, with excellent homestead, four cottages, and 148 acres of productive arable and pasture land, abutting upon good roads, and let upon lease to Mr John Root.

MABB'S FARM and KEMP'S BARN, situate a short distance from Littley-green, comprises a farmhouse, now divided into three tenements, labourer's cottage, and homestead, with several inclosures of excellent corn land, containing upwards of 120 acres. Also let upon lease to Mr John Root.

TILE BARN FARM, comprising four inclosures of arable and pasture land, containing 27a. 1r. 28p., situate near Great Waltham Parsonage, and abutting on the road leading from Great Waltham to Braintree, also let upon lease to Mr John Root.

THREE MESSUAGES, divided into seven tenements, with large gardens, on Littley-green.

Particulars and conditions of sale may be obtained of Messrs COLLYER BRISTOW, WITHERS, and RUSSELL, Solicitors, 4, Bedford-row, London, W.C.; at the Mart; and of Messrs BEADEL, 25, Gresham-street, London, E.C.

Essex, Barking.—Valuable Inclosure of rich Grazing Marsh Land.

MESSRS BEADEL are instructed to SELL by AUCTION, in the Spring, a valuable INCLOSURE of rich GRAZING MARSH LAND, containing 8 acres, let to Messrs Scoones and Son, whose tenancy expires at Christmas next.

Particulars and conditions of sale may be obtained in due time of Messrs MAYNARD and SON, Solicitors, 57, Coleman-street, E.C.; at the Mart; and of Messrs BEADEL, 25, Gresham-street, London, E.C.

Holme Lodge, Totteridge, Herts.—A detached Freehold Residence, situate at the junction of the road from Whetstone to Hendon, with stabling and outbuildings, good gardens, and productive paddock, the whole containing 2a. 1r. 33p., let on a yearly tenancy. The property is situate near the green and church, and fronts the high road to Hendon.

MESSRS BEADEL are instructed to SELL by AUCTION the above convenient FREEHOLD RESIDENCE.

Plans, with particulars and conditions of sale, are in course of preparation, and when ready may be obtained of Messrs UPTON, JOHNSON, UPTON, and BUDD, Solicitors, 20, Austinfriars; and of Messrs BEADEL, No. 25, Gresham-street, E.C.

Great Baddow, Essex (with possession).—Freehold residential properties, pleasure farm, accommodation land and cottages, situate adjoining the village of Great Baddow, a healthy and good sporting part of the county, only two miles from Chelmsford, and one hour's ride by rail from London.

MESSRS BEADEL are instructed to SELL by AUCTION, at the Corn Exchange, Chelmsford, in May the following valuable FREEHOLD ESTATES, viz.:—

BADDOW COURT, a commodious and conveniently arranged family residence, pleasantly situate on the outskirts of the village of Great Baddow, close to the postal and telegraph office, and within a few minutes' walk of the church. The residence is a substantial structure of pleasing elevation, fitted in the best possible manner, and contains a suite of well proportioned reception rooms, bath room, sixteen bed and dressing rooms, and excellent domestic offices. The pleasure grounds are well screened from the road, are laid out with great taste, and are studded with ornamental timber. The kitchen gardens are very productive, partly walled in and well stocked with choice fruit trees. Excellent stabling, including seven stalls and two loose boxes, with loft over, double and single coach-houses, convenient farmery, comprising barn, cow-house, open sheds, and other outbuildings. The grass land adjoining is of first-rate quality, the whole forms an exceedingly compact property of about 17 acres, and is in most complete order.

PITT-PLACE, a genteel residence, situate nearly opposite the above, contains the following accommodation: dining, drawing, and breakfast rooms, five bed rooms, and three dressing rooms, three attics, with the usual domestic offices; in the rear are stabling for four horses, chaise house, and other outbuildings, productive garden, and two inclosures of rich grass land, the whole containing 7a. 0r. 13p., at present occupied by G. M. Earle, Esq.

PONDLAND'S FARM comprises a comfortable residence, pleasantly situate in park-like land, bailiff's cottage, farm premises, and numerous inclosures of arable and pasture land, of first-rate quality and in a high state of cultivation, containing altogether 131 acres, at present held by Mr James Duffield, who is under notice to quit at Michaelmas next for the purpose of this sale.

An attractive Residence known as THE GROVE, situate near Pondland's residence, and facing the road from Chelmsford to Rayleigh and Rochford. It stands in prettily laid-out grounds, and contains dining, drawing, and breakfast rooms, six bed rooms, dressing room, and domestic offices, with stabling, coach house, and other outbuildings in the rear; also an inclosure of rich grass land, the whole containing 7a. 2r. 13p., let to F. Willett, Esq., whose tenancy expires at Michaelmas next.

Several COTTAGES and FIELDS of accommodation land adjoining to and partly in the village of Baddow, let to Mr Davies and others, who are under notices to quit.

Particulars and conditions of sale may be had of Messrs BLOOD and SON, Solicitors, Witham, Essex; and of Messrs BEADEL, 25, Gresham-street, London, E.C.

Somersetshire.—A very desirable Freehold Residential Property, known as Ash House, containing 13a. 0r. 16p., situate in the parish of Martock, a mile and a half from Martock station on the Bristol and Exeter Railway, six miles from the market town of Yeovil, only a few minutes' walk from the parish church, and within easy reach of the principal watering places on the south and west coasts. It comprises a substantial stone-built residence, in the Tudor style, approached by a carriage sweep, conveniently arranged, expensively fitted up, and containing entrance hall, drawing and dining rooms, library, gentleman's room, with lavatory, six bed and two dressing rooms, two attics, domestic offices, and cellarage. The outbuildings include capital modern stabling, and there are also cow and cart sheds, poultry pens, &c., the whole being in first-class repair. The lawn and grounds are studded with shrubs and prettily-timbered, and the gardens and orchard well planted with wall and other fruit trees. The vinery is filled with choice vines, and the land includes two inclosures of rich pasture and one arable field. The celebrated non-subscription pack of Blackmore-vale Foxhounds and the Langport Harriers hunt the immediate neighbourhood, and good shooting may be obtained. This property offers great advantages to anyone fond of sporting. It is believed that more land can be had at a reasonable price if desired.

MESSRS BEADEL are instructed to offer the above for SALE by AUCTION, at the Mart, Tokenhouse-yard, London, E.C., in May next.

Particulars, with plan, may be obtained of GEORGE ROOPER, Esq., Solicitor, 17, Lincoln's-inn-fields, London, W.C.; and of Messrs BEADEL, 25, Gresham-street, London, E.C.

Hatfield Peverel, near Witham, Essex.—Barnard's Farm, situate about a mile from the village of Hatfield, two from Witham, and abutting on the road leading to Maldon. It comprises a comfortable dwelling-house, farm homestead, and several enclosures of capital mixed soil, arable and pasture land, lying exceedingly well for cultivation and intersecting the property of several owners, the whole containing 102a. 0r. 25p., at present in the occupation of Mr G. W. Aldham.

MESSRS BEADEL are instructed to prepare the above for SALE by AUCTION, in Lots.

Particulars may be obtained of Messrs BLOOD and SON, Solicitors, Witham; and of Messrs BEADEL, 25, Gresham-street, London, E.C.

Huntingdonshire, Bythorn.—Freehold Pleasure Farm known as Smiths, situate in the parish of Bythorn, four miles from the market town of Thrapston, on the London and North-Western Railway, three miles from Raunds, on the Huntingdon and Kettering branch of the Midland Railway, twelve from the market town of Huntingdon, and within easy reach of the Fitz William and Oakley hounds, comprising a comfortable house, containing two parlours, kitchen, and domestic offices, five bed rooms, and attic; four cottages for labourers, farm premises, including two capital brick and slate barns, malt-house with granary over, and kiln, cart-horse stable, cow-house, cattle and implement sheds, and several inclosures of first-class arable and pasture land, containing altogether 167a. 0r. 11p., the whole of which is tithe free.

MESSRS BEADEL are instructed to offer the above ESTATE for SALE by AUCTION in May next.

Further particulars may be obtained of Messrs BIRCH, INGRAM, HARRISON, and Co., 68, Lincoln's-inn-fields, W.C.; and of Messrs BEADEL, No. 25, Gresham-street, London, E.C.

Warwickshire, near to Nuneaton and Coventry.—Highly valuable Freehold Farms, situate in the parishes of Bulkington and Wolvey, two miles from Bulkington Railway Station, equi-distant for miles from the market towns and Railway Stations of Hinckley and Nuneaton, seven miles from Coventry, and fourteen from Rugby, and producing £380 per annum. Brancott Farm comprises a superior modern residence, containing three reception rooms, seven bed rooms, cheese room, dairy, cellars, &c., good homestead (partially new), off premises known as Tookeys, consisting of a six-roomed dwelling house, agricultural buildings, six cottages (four recently erected), with gardens, and about 250 acres of first-class arable, pasture, and meadow land, let to the late Mr. W. Witherington at £545. Wards Farm, a short distance from the above, is tithe free, and comprises a convenient homestead (part newly erected), cottage let as two tenements, and about 61 acres of highly-productive land, together with an inclosure of first-rate old pasture, known as Broad Meadow, and containing 15a. 1r. held by the representatives of the late Mr Witherington, at £135. These farms are of superior quality, well supplied with water, and approached by good roads, and possession may be had at Michaelmas next. The Atherstone and Pytchley foxhounds are within easy reach.

MESSRS BEADEL are instructed to SELL the above by AUCTION, at the Mart, Tokenhouse-yard, E.C., in the Spring.

Particulars, with plans, are being prepared, and in the meantime further information may be obtained of Messrs HOLCROFT, KNOCKER, and HOLCROFT, Solicitors, Sevenoaks, Kent; or of Messrs BEADEL, 25, Gresham-street, London, E.C.

Kent.—In the parishes of Headcorn, Boughton-Malherbe, Marden, Lenham, and Charing.—Valuable Freehold Properties (with possession at Michaelmas next), comprising several small Farms, Dwelling Houses, Cottages, and 153 acres of arable, pasture, and hop land, let at moderate rents to tenants of long standing.

MESSRS BEADEL are instructed to SELL by AUCTION, in the Spring, the following PROPERTIES, viz.:

SOUTHENDEN FARM, including a dwelling house, homestead, and 62a. 3r. 12p. of arable, pasture, and hop land. Let to Mr William Chainey.

BARN FARM. Comprises a barn, oast-house, and 74a. 3r. 7p. of arable and pasture land. Let to Mr William Brown. The above are situate in the parishes of Headcorn and Boughton-Malherbe, about two miles from Headcorn station.

A compact PROPERTY, situate in the parish of Marden, and within a mile and a half of the railway station. It comprises a dwelling house, premises, and 7a. 2r. 19p. of land. Let to Mr Taylor.

A COTTAGE, outbuildings, and 8a. 1r. 19p. of accommodation land, situate at Warren-street, in the parish of Lenham. Let to Mrs Gilbert.

A MESSUAGE, divided into three tenements, with large gardens, known as the Old Poor House, situate at Charing Village. Let to Mr Brenchley.

Particulars and conditions of sale, when ready, may be obtained of Messrs MAYNARD and SON, Solicitors, 57, Coleman-street, E.C.; at the Mart; and of Messrs BEADEL, 25, Gresham-street, London, E.C.

Her Majesty's Theatre.

CHINNOCK, GALSWORTHY, and CHINNOCK have received instructions from the Trustees of H. E. Holloway, Esq., to SELL by AUCTION, at the AUCTION MART, City, on WEDNESDAY, the 20th MAY, at Two o'clock, this important and truly-distinguished PROPERTY, producing a present net improved ground-rent of £1171 14s., until Michaelmas, 1891, when the lease now held by Earl Dudley, as assignee of Mr. Benjamin Lumley, expires, and the purchaser will be entitled to possession for the remainder of a term expiring in 1912, when the estate falls to the Crown. An idea of the importance and value of this theatre may be realised from the fact of an offer having been made by unexceptionable parties to furnish and refit the theatre at a large outlay, and pay a rent of £5000 per annum, although there are a large number of property boxes and stalls, all the rights of which expire with the present lease in 1891, when the theatre is estimated to produce upwards of £8000 per annum. Most persons interested in such matters have seen and well remember the old house, and but few have ever had the opportunity of seeing the present beautiful building; it will, however, bear advantage us comparison, not only with the old house, but with Covent Garden and the best of the Continental Theatres. The structure, in consequence of the fire in 1867, has been entirely rebuilt from the foundations, by the eminent architect, Charles Lee, Esq., the original horse-shoe form so much admired and adapted to acoustics, has been to a great extent retained, and supplemented by all the advantages modern art and ingenuity could devise, the capacity for audience being much the same, the stage arrangements greatly improved, and all the well-known accesses of salles-d'attente maintained in the original positions, as they have ever been pronounced for such a building perfect. With the property will be sold the right, at the expiration of the lease in 1891, to a substantial Bonus in Consols, arising from the special insurance fund now accumulating, and estimated to produce many thousands of pounds. Also, a Box, No. 125, in one of the best positions, giving the purchaser the entrée during the lease. Also, the substantial corner house and business premises, No. 1, Pall-mall, let to Earl Dudley at the very low rent of £230 per annum.

May be viewed by permission, and particulars obtained of Messrs. FIELD, ROSCOE, and CO., Solicitors, 36, Lincoln's-inn-fields;

at the Mart, City; and of Messrs. CHINNOCK, GALSWORTHY, and CHINNOCK, Land Agents and Surveyors, 11, Waterloo-place, Pall-mall.

The Opera Arcade, Haymarket.—First-class Leasehold Investments, producing £1115 per annum, comprising the whole of this extensive property, extending from Pall-mall to Charles-street, including the shops at either end and the vast cellarage belonging to the Pall-mall premises, to be sold free from ground-rent and land-tax for a term of about thirty-eight years unexpired, when the property falls to the Crown.

CHINNOCK, GALSWORTHY, and CHINNOCK are instructed by the trustees of H. E. Holloway, Esq., to SELL by AUCTION, at the MART, Tokenhouse-yard, City, on WEDNESDAY, MAY 20, at 2 o'clock, in lots, the above valuable LEASEHOLD ESTATES, comprising fifteen compact shops, being 2 to 16 inclusive, Opera-arcade, let to excellent tenants on leases, at low rents of £50 per annum each; also the house and tobacconist's shop, 17, fronting with the Arcade and Charles-street, Haymarket, producing £120 per annum, and the extensive offices, premises, and cellarage, No. 1, Royal Opera-arcade, fronting Pall-mall, now in the occupation of Messrs. Page and Sandeman, at the very low rent of £245 per annum from Christmas next. The whole will be sold free from ground-rent and land-tax, presenting highly advantageous investments.

May be viewed by permission of the tenants, and particulars obtained of

Messrs. FIELD, ROSCOE, and CO., Solicitors, 36, Lincoln's-inn-fields, W.C.;

at the Mart, Tokenhouse yard, E.C.; and of Messrs. CHINNOCK, GALSWORTHY, and CHINNOCK, Land Agents and Surveyors, 11, Waterloo-place, Pall-mall.

Charles-street, Haymarket.—Important safe Leasehold Investment, comprising a net rental of £1885 per annum, arising out of and abundantly secured by the extensive property known as the United Hotel and other property, to the possession of which at the end of the present lease—viz., in 1893—a purchaser will be entitled for the remainder of the lease from the Crown, expiring in 1912, less three days, the rack rental value being estimated at upwards of £3500 per annum. To be sold free from ground rent and land tax.

CHINNOCK, GALSWORTHY, and CHINNOCK have received instructions from the Trustees of H. E. Holloway, Esq., to SELL by AUCTION, at the AUCTION MART, in the city of London, at Two o'clock on WEDNESDAY, the 20th day of MAY 1874, the important LEASEHOLD PROPERTY known as the United Hotel and Clergy Club, comprising 19, 20, 21, 22, 23, and 24, Charles-street, and 71, Haymarket, which a few years since were reconstructed by the lessees at an enormous outlay, and now form a comfortable, roomy, and extensive hotel, with all the appliances of modern requirements, together with separate suites of club rooms occupied by the Clergy Club, the whole being a property of the highest importance, occupying an unrivalled situation, and enjoying extensive patronage from the nobility, country gentry, and clergy. The rental payable by the present lessees is only £1385 per annum, including the premises of Messrs. Kirby, who pay £200 per annum, the whole being estimated to be worth upwards of £3000 a year, to which there is the reversion in 1893. Also the premises occupied by Messrs. Leader and Co., producing £35 per annum till 1886, and then being worth £150 per annum. The entirety presenting an advantageous leasehold investment rarely to be met with.

May be viewed by permission, and particulars obtained of Messrs. FIELD, ROSCOE, and CO., Solicitors, 36, Lincoln's-inn-fields, W.C.;

at the Mart, Tokenhouse-yard, E.C.; and of Messrs. CHINNOCK, GALSWORTHY, and CHINNOCK, Land Agents and Surveyors, 11, Waterloo-place, Pall-mall, S.W.

Pall-mall.—Important Leasehold Estates, comprising valuable houses and shops, let on leases at low rentals, producing a present net income of £985 per annum, with prospective early increase, and reversions to valuable trade premises, to be sold (free from ground rent and land tax) for an unexpired term of about thirty-eight years, when the property falls to the Crown; in lots.

CHINNOCK, GALSWORTHY, and CHINNOCK are instructed to SELL by AUCTION, by the trustees of H. E. Holloway, Esq., at the AUCTION MART, Tokenhouse-yard, City, on WEDNESDAY, 20th MAY, at Two o'clock, Four substantial HOUSES, with extensive shops and business premises, forming the principal portion of the Opera Colonnade, and numbered 2, 3, 4, and 5, Pall-mall. These houses are let at very low rents, the leases of which expire in 1876, 1883, and 1894, when much higher rents may be obtained or adequate premiums. Held direct from the Crown for a term of thirty-eight years unexpired, and will be sold free of a ground rent or land tax, thus presenting for investment the safest possible security, and for purchase for trade purposes an opportunity rarely obtained in Pall-mall.

May be viewed by cards, and particulars obtained of Messrs. FIELD, ROSCOE, and CO., Solicitors, 36, Lincoln's-inn-fields, W.C.;

at the Mart, Tokenhouse-yard, E.C.; and of Messrs. CHINNOCK, GALSWORTHY, and CHINNOCK, Land Agents and Surveyors, 11, Waterloo-place, Pall-mall, S.W.

St. James's-street and King-street.—Important Leasehold Estate, comprising Palace New Club Chambers, a substantial and highly ornamental pile of buildings, producing a present gross rental of £3183 per annum, held for 41 years unexpired, when the property falls to the Crown.

CHINNOCK, GALSWORTHY, and CHINNOCK, will SELL by AUCTION, at the AUCTION MART, City, on WEDNESDAY, MAY 20, at Two o'clock, the desirable LEASEHOLD PROPERTY known as Palace New Club Chambers, occupying the corner of St. James's-street, and being 20 and 21, King street, having a frontage of 150ft. to King-street and 42ft. in St. James's-street, a handsomely designed and suitable structure, one of the leading features in this favourite locality, a building especially adapted to its present purposes, and which by an outlay of a further sum of £1500 will produce from a new suite of chambers an extra rental of £750 per annum. The position of this important building renders it also very eligible for other purposes, such as a club, hotel, bank, insurance office, or public institution. The whole of the premises are in good order, and occupied by tenants of the highest respectability. From the convenience of the situation rooms are rarely unoccupied, so that the rental now obtained, after deducting the necessary outgoings, is peculiarly safe and free from contingencies. The property is held on lease at a low ground-rent for a term of 41 years, when it falls to the Crown, with whom renewal terms may usually be advantageously negotiated before the lease expires.

May be viewed by cards only, and particulars had of C. HODGSON, Esq., Solicitor, 10, Salisbury-street, Strand, W.C.;

at the Mart; and of CHINNOCK and Co., Land Agents and Surveyors, 11, Waterloo-place, Pall-mall, S.W.

Cheapside.—Valuable City freehold, embracing an area of about 1200 superficial feet, occupying a most commanding site, and at present producing £200 per annum.

CHINNOCK, GALSWORTHY, and CHINNOCK will SELL by AUCTION, at the MART, Tokenhouse-yard, on WEDNESDAY, MAY 20, at Two o'clock, the important FREEHOLD PROPERTY, being 40 and 41, Foster-lane, one door from Cheapside, occupying a capital site, having a frontage of 66ft. by a depth of 14ft. 6in., 28ft. of the frontage having an extra depth of 11ft., comprising a five-storied warehouse with cellarage, &c., let to Mr. John Faulkner, wholesale ironmonger, on lease for a term of which six and a half years are unexpired at the low rent of £200 per annum, the whole embracing an area of about 1200 square feet, and from its excellent position is well adapted for the erection of first-class premises, whereby a large rental might be realised.

Particulars of

Messrs. GREENE and MALIM, Solicitors, Chichester; at the Mart; and of Messrs. CHINNOCK and Co., Land Agents and Surveyors, 11, Waterloo-place, Pall Mall, S.W.

High-street, Hampstead.—Large Freehold House and extensive Premises in rear, occupying a commanding site well adapted for a builder, contractor, or manufacturer.—By order of Trustees.

CHINNOCK, GALSWORTHY, and CHINNOCK will SELL by AUCTION, at the MART, Tokenhouse-yard, City, on WEDNESDAY, MAY 6th, 1874, at Two, the capital FREEHOLD PROPERTY, situate at the corner of High-street and Church-lane, Hampstead, comprising a substantially built dwelling-house, being 76, High-street, with cottage and stable in rear, in the occupation of Mr. Sells; an upholsterer's shop and house in Church-lane adjoining, let to Mr. Nash; a builder's yard and shops, in the occupation of Mr. Hudson; and a dwelling-house adjoining, known as Farley Cottage, let to Mr Herbert; the whole to be sold with possession.

Particulars of

Mr. JOHN J. TOURLE, Solicitor, 13, Southampton-buildings, Chancery-lane, W.C.;

at the Mart; and of Messrs. CHINNOCK and Co., 11, Waterloo-place, S.W.

Wimbledon-park Estate.—Extensive Sale of choice Building Sites, containing some of the most beautiful portions of this well-known and extensive park, situate near the Wimbledon Station, close to the church and village, and adapted for houses of a moderate class, including also a few plots of land, suitable for the erection of mansions, being studded with cedar, oak, and other trees of large growth, with shrubberies already formed, &c. The plots vary in size to suit builders for villas, which are in great request in this locality, by reason of the frequency of trains to this station, and to gentlemen wishing to secure choice sites near London for building according to their requirements.

CHINNOCK, GALSWORTHY, and CHINNOCK will SELL by AUCTION, at the MART, Tokenhouse yard, City, early in MAY next, the above Valuable BUILDING LAND.

Plans may be seen at the offices of Mr. Ogden, Wimbledon; at

Messrs. PARKER and CO.'S, Solicitors, 17, Bedford-row;

and at Messrs. CHINNOCK and Co.'s offices, 11, Waterloo-place, Pall-mall.

Charing-cross and Spring-gardens.—Important Freehold Estate, comprising a site of 3250 feet super, in this important situation, having thereon two houses facing Charing-cross and two houses facing New-street, Spring-gardens, admirably adapted for a club, bank, insurance offices, or other first-class business premises, to be sold with possession.

CHINNOCK, GALSWORTHY, and CHINNOCK are instructed to SELL by AUCTION, at the AUCTION MART, City, on TUESDAY, JUNE 9, at two o'clock, the important FREEHOLD PROPERTY, comprising two houses, Nos. 46 and 47, Charing-cross, one of which forms a part of that well-known Tavern the Ship Hotel, and two houses, 25 and 27, Spring-gardens. The whole occupies an area of 3250 feet super., and offers an admirable site for the erection of first-class premises. The estimated value of the present buildings to let on lease is £1000 per annum.

May be viewed, and particulars had, of HERBERT H. WALFORD, Esq., Solicitor, 27, Bolton-street, Piccadilly;

at the Mart, City; and of Messrs. CHINNOCK and Co., Land Agents and Surveyors, 11, Waterloo-place, Pall-mall, S.W.

Bond-street.—Capital Freehold Premises in the best part of this important thoroughfare, having a frontage of 18ft. 2in. to Bond-street, and 18ft. 10in. to Little Bruton-street West, by a depth of about 110ft., admirably adapted for re-building.—By direction of the Trustees of Mrs. Ridd, deceased.

CHINNOCK, GALSWORTHY, and CHINNOCK are instructed to SELL by AUCTION, at the MART, City, on TUESDAY, the 9th JUNE 1874, at Two o'clock, the important and very valuable FREEHOLD PROPERTY, comprising the House and Shop, No. 148, Bond-street, with excellent private dwelling accommodation, extending through to and including a house and premises in Little Bruton-street; the whole occupying a superficial area of upwards of 2000ft., admirably arranged with regard to lights for re-building, and presents an unusually good opportunity for securing in this favourite and important business locality one of the best positions in the street.

May be viewed by permission, and particulars had of Messrs. TOMPSON, PICKERING, STYAN, and NEILSON, Solicitors, 4, Stone-buildings, Lincoln's-inn;

at the Mart; and of Messrs. CHINNOCK, GALSWORTHY, and CHINNOCK, Land Agents and Surveyors, 11, Waterloo-place, Pall-mall.

Fleetwood, Lancashire.—Important Freehold Estates, land-tax redeemed, comprising about 800 acres of very superior arable and pasture land, divided into five compact farms, with excellent farmhouses and homesteads in good repair, and situate close to the important town and port of Fleetwood-on-Wyre, where extensive docks are in course of construction by the Lancashire and Yorkshire Railway Company, which will add greatly to the large and increasing trade of this already important seaport, and render it in a short time a formidable rival to the overcrowded port of Liverpool. The land is of a highly productive quality, yielding capital crops, and is in the occupation of most respectable tenants, and producing a present rental of about £1400 per annum, with the prospect of a large increase in value for accommodation and garden lands, some portions being also well adapted for building purposes.

CHINNOCK, GALSWORTHY, and CHINNOCK will SELL by AUCTION (by direction of the Trustees for Sale of the Estates of the late Sir P. Hesketh Fleetwood, Bart., and with the concurrence of his Mortgagees), at the Bull Hotel, Preston, in MAY, the above-named valuable FREEHOLD ESTATES, offering excellent investments for capital, with a certainty of a large future increase.

Particulars, with conditions of sale, may be obtained of Messrs. TOMPSON, PICKERING, STYAN, and NEILSON, Solicitors, 4, Stone-buildings, Lincoln's-inn, London, W.C.; of

Messrs. PARKIN and PAGDEN, Solicitors, 5, New-square, Lincoln's-inn, W.C.; of

Capt. JAMESON, Fleetwood Estate office; at the Crown and Steamer Hotels, Fleetwood; the Bull Hotel, Preston; and of Messrs. CHINNOCK and Co., Land Agents and Surveyors, 11, Waterloo-place, Pall-mall, S.W.

Fleetwood-on-Wyre, Lancashire.—Eligible Freehold Building and Accommodation Land, close to this improving port and town, where building operations are now commencing on an extensive scale in consequence of the construction of the new docks and extensive harbour improvements, which are destined to render this conveniently situate and easily accessible port one of the greatest in the kingdom. The land comprises about 120 acres, chiefly fronting the Bolton-road, on the outskirts of the town, being of a highly productive quality, and now let at from £3 to £4 per acre as accommodation land. It will be sold in plots of about two acres each, offering an unusually good opportunity for profitable investment.

CHINNOCK, GALSWORTHY, and CHINNOCK will SELL by AUCTION (by direction of the trustees for sale of the estates of the late sir P. Hesketh Fleetwood, Bart., and with the concurrence of his mortgagees), at the Bull Hotel, Preston, early in MAY in 35 Lots, about 120 acres of valuable BUILDING and ACCOMMODATION LAND, close to the outskirts of the town and port of Fleetwood, and possessing a gradually increasing and high prospective value, and yielding, as at present let for accommodation purposes, a fair remunerative rental.

Particulars, with plans and conditions of sale, may be obtained of

Messrs. TOMPSON, PICKERING, STYAN, and NEILSON, Solicitors, 4, Stone-buildings, Lincoln's-inn, London, W.C.; of

Messrs. PARKIN and PAGDEN, Solicitors, 5, New-square, Lincoln's-inn, W.C.; of

Captain JAMESON, Fleetwood Estate Office; at the Crown and Steamer Hotels, Fleetwood; the Bull Hotel, Preston; and of Messrs. CHINNOCK and Co., Land Agents and Surveyors, 11, Waterloo-place, Pall-mall, London, S.W.

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